

Annexure-I

(Bid No: 6300036400)

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

General Terms & Conditions:

Standard Terms & Conditions	“Standard Terms & Conditions of Purchase” of BEML Limited is legally binding on the Bidder.
Offer Validity:	Bids submitted during e-Negotiation shall be valid for the period of 90 days from the date of bidding .
Development Charges	No development charges shall be payable for the development of Tool & Die related to the product.
Validity of Rates	<ul style="list-style-type: none"> ▪ Bided Price to remain firm till completion of supplies against the Purchase Order. ▪ No price variation will be entertained post eProcurement event.
Payment Terms	<ul style="list-style-type: none"> ▪ 90% Payment will be made on 60th day from the date of receipt of item at BEML Palakkad for accepted quantity against original Invoice and inspection documents. Balance 10% will be released against the submission of performance Bank Guarantee for an amount equivalent to 3% of the PO value (Excluding GST) for warranty period or on completion of warranty. ▪ Offers not agreeing with the above payment terms may be liable for rejection
Supply Pattern	Material to be supplied as detailed in section “Delivery Schedule: “FOR BEML” BEML LTD Palakkad Complex, Menonpara Road, Kinfra Wise Park, Kanjikode, Palakkad- 678 621
Labeling / Marking	<p>The Supplier shall ensure that the item supplied meets the Labeling requirements as per Company standards with minimum following detail:</p> <ul style="list-style-type: none"> ▪ Name of the manufacturer ▪ BEML Part Number ▪ Name & Class of Material ▪ Batch No. ▪ And any other additional information as specified in the Purchase Order
DGS & D Rate Contract	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.
Breach of commitment:	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.
Currency	For the purpose of Bidding and release of payment, the currency will be Indian Rupees (INR) .
Liquidated Damages (LD)	<p>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.</p> <p>Note: GST is payable on LD recovered. The applicable service account code for the LD is 999794 with GST rate of 18%.</p>
Non-performance clause:	In case of non-performance of the order “Risk Purchase Clause” will be initiated. BEML will have an option to take alternate procurement action at your risk & cost apart from recovery of LD.
Delivery	The Consignment would be delivered at BEML, designated location as detailed in the “Exhibit - A” on release of schedule. The Supplier shall bear the entire responsibility of delivering the material to the desired destination intact & in acceptable condition.

Packing Clause:	<ul style="list-style-type: none"> • Goods are to be packed in conformity with standards prescribed by IRCA. • The supplier should provide packing list of all items sent during the delivery. Non-submission of the same may lead to delay in payments. • Item should be packed preferably using Eco -friendly packing material.
Dispatch Instructions:	Since terms of dispatch is – “FOR BEML Palakkad Complex”, you should arrange dispatch to BEML stores on Freight paid basis.
Short Supply:	In case of shortage noticed in supplies made, the same shall be made good by the vendors on intimation by BEML.
Transit Insurance:	Transit Insurance to be arranged & cost to be borne by the supplier.
Documents	<p>Consignment will be accompanied by:</p> <ol style="list-style-type: none"> a. Delivery Challan and Commercial Invoice b. ED Gate pass (Wherever applicable) c. Consignment Note giving particulars such as: <ul style="list-style-type: none"> - Purchase Order Number - The Name and Specification of the product - The name and business address of the Manufacturer / Supplier - Quantity d. Test / Guarantee Certificate (if applicable) in standard Form e. Inspection certificate from Inspection agencies (If Applicable).
Material Acceptance / Rejection Procedure	<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>
Warranty	<ol style="list-style-type: none"> 1. The items should be warranted against defects in materials, workmanship, dimensions etc. for a period of 12 months (min) from the date of supply of items and defective items for any one of the aforesaid reasons should be replaced free of cost at our works. 2. 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. 3. The components should be supplied in as per tendered scope / fully finished /assembled condition for use on assembly.
Rejected Material Return	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.
Loading against faulty supply:	Suppliers will be debited by BEML with the charges incurred on account of rework carried out on faulty supplies (wherever possible) to meet urgent production requirement.
Risk Purchase clause:	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.

Specification Changes:	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.
Assignment or Subletting of Contract	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.
Right of Buyer	<ul style="list-style-type: none"> ▪ 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. ▪ BEML also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.
Termination	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.
Jurisdiction	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.
ARBITRATION:	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.
PURCHASE ORDER CANCELLATION CLAUSE	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.

DESCRIPTION	BEML REQUIREMENT	Complied Yes/No	Any Deviation
PAYMENT TERMS	<ul style="list-style-type: none"> 90% Payment will be made on 60th day from the date of receipt of item at BEML Palakkad against original Invoice. Balance 10% will be released against the submission of Bank Guarantee for an amount equivalent to 3% of the PO value (Excluding GST) for warranty period or on completion of warranty. <p>“OFFERS INSISTING FOR ADVANCE PAYMENT / AGAINST PROFORMA MAY BE LIABLE FOR REJECTION”.</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: 6300036400

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

BEMLSRM - 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 supply and installation 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: 6300036400

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Sl.No	Part No	Description	Qty (Nos)	Delivery
1	BEMLPA1403	MIG Welding Machine	13	4 weeks

Description: IGBT based Inverter controlled Synergic Welding Set for MIG/MAG welding with Digital Control (500 Amps)

Specification:

The item shall have the following features:

Technical Specification of HAND PALLET TRUCK

SL.NO	PARAMETER	REQUIREMENT	Complied Yes / No	Any deviation
1	Item Description:	IGBT based Inverter controlled Synergic Welding Set for MIG/MAG welding with Digital Control (500 Amps)		
2	MIG Welding machine[General requirements]			
2.1	Make	BIDDER/ VENDOR shall specify		
2.2	Model	BIDDER/ VENDOR shall specify		
2.3	Type	Power source shall be IGBT based Inverter controlled Synergic Welding Power Source for MIG/MAG welding with Digital Control, Constant Potential type, with a fluctuation of $\pm 10\%$ in the Input Voltage. Power source should have CC/CV Characteristics.		
2.4	Input Power Supply	3 Phase AC 415 V $\pm 10\%$, 50 Hz $\pm 2\%$, through a 3 Wire System (4th wire for Earthing)		
2.5	Output	DC current suitable for CO ₂ ,		

		ARC, Argon Gas Welding (MIG/ MAG/ MMAW / FCAW/ GOUGING)		
2.6	Welding Current Range	20A - 500 Amps		
2.7	Insulation	CLASS "H"		
2.8	Machine Protection	IP 23		
2.9	Duty Cycle	500 Amps@ 60% Duty cycle (min) 400 Amps@100% Duty Cycle (min)		
2.10	OCV	Less than 80V .BIDDER to mention the Open Circuit Voltage for the offered Power source		
2.11	Current Setting	The variation in the set value of the Welding current from the actual Value, should not exceed 1%		
2.12	Suitable for	I. MMAW/Semi-automatic FCAW / MIG/ MAG welding process using flux-cored and solid wires of carbon steel, low-alloy steel, stainless steel and Aluminium.		
		II. Welding in all positions with pure argon, carbon-dioxide, argon plus carbon Di-oxide gas mixture, Argon plus oxygen gas mixture as shielding gas and also for welding with self-shielded flux-cored wires.		
		III. Pulsed MIG/MAG & Synergic MIG Welding.		
2.13	Thickness of Plate to be welded	1.6 mm sheet to 32mm (MS Plates)		
2.14	Material to be welded	Stainless Steel / MS / Aluminium		
2.15	Digital Control/ Interface	Microprocessor based digital control / display / setting features. Power source/ Wirefeeder shall have		

		digital interface to connect externally for software upgradation/ User program loading/ Automation control.		
2.16	IGBT Make used	IGBTs used in the welding power sources shall be of HITACHI, JAPAN/ DYNEX, U.K/ FUJI, JAPAN/ IXYS, USA/POWEREX, USA/ MITSUBISHI, JAPAN/ TOSHIBA, JAPAN /INFINEON, GERMANY/ SEMIKRON, GERMANY / EWM, GERMANY make only. The manufacturer's test certificate for the IGBTs used in the power sources shall be provided along with the equipment.		
2.17	Input Power Cable	15 Mtr Long suitable sized 4 core PVC insulated Input power cable with Industrial type Metal clad Power plug.		
2.18	Return Current Cable	10 Mtr length 70SQMM HOFR welding cable with DIN Connector (power source end) and screw type heavy duty brass Earth clamp on other end shall be provided with machine		
2.19	MMA Welding Cable	10 Mtrs Length 70 SqMM HOFR welding cable with DIN Connector (power source end) . Fully Insulated Arc Electrode Holder shall be provided with machine		
2.20	Inter Connecting cable length	10 Mtr long 70mm ² Power & Control cables and gas hose assembly with plug-in and quick- fix end connectors to connect the power source and the wire – feeder		
2.21	Voltmeter & Ammeter	Welding Current & Voltage shall be displayed on the front panel of Power Source or Wire Feeder. Calibration procedure: The		

		firm shall give the calibration procedure for the Voltmeter & Ammeter during the supply of the machine.		
2.22	Auxiliary Power for Wire-Feeder Unit	Low voltage auxiliary power tapping point in the Power source		
2.23	Gas-Heater for CO ₂ - Shielding Gas	Provision of one Single Phase AC tapping point in the Power source, for the gas pre heater input power supply [230 V – AC Supply]		
2.24	Arc Strike (F.A.S)	Instantaneous Arc Striking facility (Fresh Arc Strike)		
2.25	Gas Flow setting	Gas flow Check Push Button for Gas Solenoid Valve actuation, when the weld switch is in "OFF" position		
2.26	Compulsory Features	a) Gas/ Wire Inching Facility		
		b) Spatter Control Facility		
		c) Gas Pre-flow/ Post flow Facility		
		d) Crater Control & Fill		
		e) ARC voltage Feedback for voltage compensation		
2.27	Machine Cooling	The Power source shall feature a forced air cooling system that ensures adequate cooling of the components while preventing dust and metal particles from being drawn in.		
2.28	Warning Indicators / Error diagnostic function	Built in Fault indicators / Error codes for fault detection /Maintenance for faults like under-voltage, overvoltage, over-temperature etc		
2.29	Error diagnostic function	Error code display for maintenance purposes		
2.3	Portability	Under Carriage/Trolley with hard rubber lined wheels for easy portability and bottle rack for holding one		

		Argon/CO2 Cylinder with lashing to prevent toppling of cylinder shall be provided with Welding machine.		
2.31	Weight of machine	Bidder to specify the Weight of single power source		
2.32	Power source standard	All Welding equipments should meet IEC/EN 60974		
2.33	Power Rating	BIDDER to indicate the Maximum Power Rating [kVA] of the Power source and the NO-LOAD Power Consumption in Watts		
3	Wire Feeder Unit:			
3.1	Rated Current	500A @ 60% duty cycle		
3.2	Connecting Voltage	Vendor to specify		
3.3	Burn-Back Control	Compulsorily to be provided		
3.4	Weld Wire dimensions:	0.8mm to 1.6mm		
3.5	Drive Rollers size	Drive rollers shall be suitable for weld wires 0.8mm to 1.6mm.		
		All Rollers & Gears in the wire drive unit should be of Metal (Plastic Rollers & Gears are not acceptable).		
		Machine shall supply with set of 1.2mm drive rollers suitable for MS weld wire.		
3.6	Wire feed speed range	1 to 25 M/min (Appox)		
3.7	Wire reel dimension	300 mm		
3.8	Current Control	Step less Variation of Welding Current		

3.9	2/4 Track Facility	2/4 Track facility to be provided		
3.10	Inter-connecting cables/hoses assembly	10 Mtrs long power & control cables and gas hose assembly with plug-in and quick-fix end connectors to connect the power source and the wire-feeder.		
		The Interconnecting Cables & Gas Hoses shall be provided with Sleeves for protection and shall have provision to prevent any pulling load on the cables or hoses.		
3.11	Welding Torch	Feeder unit shall be compatible with Euro connector type Welding torches with 3M and 4.5 Length(without the use of additional push or pull device).		
		Machine shall be supplied with 3-meter MIG Welding torch with Euro connector.		
3.12	Wire Spool mounting facility	Facility to hold wire spools of weight 12.5Kg to 18 Kg		
3.13	Wire Feeder	Bidder to specify the Weight of single power source. The Wire Feeder unit shall be of enclosed cabinet type with openable door to access the wire bobbin.		
3.14	Predefined weld programs	Wire feeder shall have minimum 50 Nos of Builtin predefined synergic weld programs for different kind of materials, wire thickness and shield gas.		
3.15	Welding parameter memory	Machine shall have memory capacity to store and recall minimum 50 user defined weld programs.		
3.16	External interface	Wire feeder shall have provision to load setting/ parameters / update program		

		released time to time.		
3.17	Digitals display	Digital display with controls to display weld parameters, select desired weld parameter and show error codes.		
4	Standard Accessories			
4.1	Tool Kit for operation and maintenance consisting of : a) Weld Wire Cutter b) Spanner for changing tip, tip holder and brass adapter c) Adjustable Spanner 12" All the above items (a to c) - One set per machine			
4.2	Shielding Gas Connector to Wire Feeder -Quick Release Type			
4.3	Each machine Should be supplied with the following: a) CO2 Pre-Heater & Regulator b) Argon Regulator c) Gas Flow Meter d) Connectors (Nipples) All the above (a to d) - One set per machine			
5	Consumables to be supplied along with machines Firm should provide following additional consumable supplied with the machine. a) Welding tip 1.2 mm -480 Nos b) Welding tip 1.6mm – 60 Nos c) Welding tip adaptor-72 Nos d) Gas Nozzle - 72 Nos e) Liner 1.2 mm- 60 Nos f) Liner 1.6 mm – 12 Nos g) Spare Torch – 4 Nos h) 1.0mm SS Wire driver rollers-8 nos i) 1.2mm MS Wire driver rollers -16 Nos j) 1.6mm Wire drive rollers for flux core wire- 16 Nos All the above (a to j) – for 13 Machines			
6	Warranty: The supplier shall provide warranty of 3 year for the complete equipment. Preventive maintenance should be carried out in every 4 months during warranty Period. During			

	warranty period, in case of breakdown the machine should be repaired and made operational within maximum of 5 days. If the Machine is not repaired within 5 days of Intimation of Breakdown, then Warranty Period shall be extended by the twice the No. of days of Breakdown		
7	Commissioning: Commissioning and performance prove out of the offered equipment at BEML works, by the supplier's representative.		
8	Performance prove out at BEML works a) Welding Trials are to be taken on material given by BEML at site. b) BEML will provide necessary jobs and filler wires for MIG/MAG.		
9	Training The Supplier's SERVICE ENGINEER shall give training in the Operation and Maintenance (mainly on electric/electronic troubleshooting) of the Machine for BEML Staff, during commissioning of the Welding Machines.		
10	Pre despatch inspection: The welding machines shall be offered for inspection by BEML at supplier's works for performance evaluation prior to despatch. Manuals, calibration certificates, weld parameter chart and welding performance shall be witnessed during inspection.		
11	Documentation : The following documents are to be furnished along with equipment		
11.1	1 set of Manual for each machine with Operational & Maintenance details, weld parameters selection for various base metals, Master List of Parts & Spares used in the machine with rating , troubleshooting manual, Electrical and electronic circuit diagrams to be supplied along with the equipment.		
11.2	Test certificate.		
11.3	Maintenance and trouble shooter manual.		
11.4	Calibration certificate traceable to NABL standards.		

11.5	Electrical and electronic circuit diagrams.		
12	After sale service: The supplier should have own service center, having adequate stock of spares and to depute their service engineers within 2 working days in case of breakdown. Penalty for delay will be recovered from security deposit/performance bank Guarantee for any loss of production / considerable down time during warranty will be at firm's risk/cost.		
13	Other requirements		
13.1	The vendor shall offer spare support for continuous working of M/c for at least five years from the date of commissioning.		

SECTION – II: Qualifying Criteria:

The BIDDER has to compulsorily meet the Qualifying criteria indicated to get qualified. Otherwise the technical offer will not be considered.

Sl. no	Eligibility Criteria	Complied Yes / No	Any deviation
1	The BIDDER/OEM shall have minimum of TEN Years (as on date of opening of tender) of Continuous Experience in Design, Manufacture & Supply of "IGBT based Inverter controlled Synergic Welding Power Sources for MIG/MAG welding with digital control " for Radiographic Quality Welding applications. Vendor shall indicate the actual no. of years of experience in the field.		
2	The BIDDER/OEM should have supplied a minimum of 40 Numbers of similar model "IGBT based Inverter controlled Synergic Welding Power Source for MIG/MAG welding with Digital Control" with a rating of 500A - 60% Duty Cycle or above to customers in India during the last 5 years. The Bidder shall furnish the complete customer reference list with Details of Purchase Order, Quantity Supplied, Make / Model, Year of Commissioning and Contact details of the Party to whom the machine was Supplied.		
3	The BIDDER Shall submit TWO Performance certificates from any of the customers (especially from Heavy Engineering / Fabrication / Ship		

	<p>building, Public/Private sector companies) for satisfactory performance of minimum 5 Nos of the model quoted against this tender or a model with higher rating for minimum 5 Nos of the quoted model against this tender, for a minimum period of one year from the date of commissioning (as on original date of opening of tender).</p> <p>Full contact details of the customers from whom the performance certificates are obtained are to be provided.</p> <p>(A Format Enclosed in Annexure -1 for use by the Bidders customer , to give the PERFORMANCE CERTIFICATE)</p>		
4	The Bidder Shall have Servicing facility available near Palakkad. Details on Service-After-Sales Set-Up in India (Address of Agents / Service Centres), to be furnished compulsorily.		
5	<p>BEML reserves the right to accept or reject the BIDDER / VENDOR (OEM) offer based on the assessment of their technical capability.</p> <p>BEML reserves the right to verify the information provided by the Bidder / Vendor for the referred machine. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.</p>		
6	The BIDDER shall give details about supply of similar welding machines to BEML units if any with Make, Model and Year of Supply & Commissioning etc.		
7	Bidder other than OEM should be an authorized representative of OEM for the purpose of warranty, maintenance and spare parts supply.		

(Signature with company seal)

For and on behalf of the company

Name & Designation of Signatory.

Annexure IV

GST Clause

Bid Invitation No: 6300036400

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 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 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.**