

# **BEML LIMITED**

(A Govt. of India Mini Ratna Company under Ministry of Defence)  
BEML Soudha, 23/1, 4th Main, SR Nagar, Bangalore-560 027

## **TENDER ENQUIRY**

**(Bid Invitation 6300030772)**

Ref.: CM/ Courier Service /2019

16.12.2019

**Sub:** Tender Enquiry to award **Courier Services contract for 3 years to be provided to Domestic and Intra city (within Bangalore)**

BEML LIMITED invites quotations in two bid system from reputed courier service providers to enter in to a **3 years contract** to provide Courier Services in the prescribed manner, as per the terms and conditions specified in the tender for **Pick up, Dispatch and Delivery of Documents, Non-Documents, Parcels** by courier service to various domestic destinations (**Annexure-A**) and Intra city (within Bangalore) locations. **The bids are to be submitted/ uploaded on or before closing date and time i.e. 06.01.2020 by 1400 Hrs.**

The scope of work and general terms & conditions of the tender are as per **Annexure-B**.

You are requested to quote your lowest offer to provide above courier services as per categories given below:

**a) Category-I: Domestic Destination-Courier Services**

i) Intra City (Within Bangalore)

ii) South India-Karnataka, Andhra Pradesh, Tamil Nadu, Kerala and Goa.

iii) Rest of India-North/East/West

**b) Category-II: Domestic Destination-Parcel Services by Road**

i) South India-Karnataka, Andhra Pradesh, Tamil Nadu, Kerala and Goa.

ii) Rest of India-North/East/West

## **1. SUBMISSION OF BIDS**

This tender consisting of

**Part A** – Pre-Qualification Bid i.e., submission of EMD (Earnest money Deposit) in manual mode / through online.

**Part B** – Submission of Technical Bid (Through e-mode on BEML SRM system)

**Part C** – Submission of Price Bid (Through e-mode on BEML SRM system)

The details are as below:-

### **1.1 Part A : Pre-Qualification Bid (Submission of EMD)**

EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs.20,000/-** (Rupees Twenty Thousand Only) drawn in favour of BEML Ltd, Bangalore payable at Bangalore. Bidders exempted from Earnest Money Deposit (EMD) shall submit valid exemption certificate from competent authority as per qualification bid.

The online payment of EMD amount can be made as mentioned below:

Online Payment of EMD amount can be made as mentioned below:

- i) Open the following link:  
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- ii) Read the terms & conditions, tick the acceptance box and click on Proceed.
- iii) In 'Select State' dropdown, select All India and click on the Go button.
- iv) In 'Select Payment Category', select EMD.
- v) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 20,000/-

Or

Please ensure that online payment of EMD amount is made well ahead of the EMD Submission Date & Time mentioned in the Tender.

Payment of EMD amount through DD / Banker's Cheque :

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for Rs.20,000/- (**Rupees Twenty Thousand Only**) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

1.2 **Part B** : Technical Bid : (To be submitted through e-mode on BEML SRM system)

TECHNICAL CRITERIA:

Sl No	Criteria Details	Documents required to be uploaded in Collaboration folder of SRM system for evaluating the Criteria(*)
1	Brief Details about the Firm/Agency	Please upload filled in format as per Sl. No. 1 to 7 of Enclosure-1.
2	The average annual turnover for the last 3 financial years, i.e. 2016-17, 2017-18 & 2018-19 shall not be less than Rs 1 Crore.  In case, audited financial results of 2018-19 has not been declared by the agency before closing date of tender, annual turnover for 2015-16 shall be considered (in lieu of 2018-19) for bid evaluation.	(a)Please upload filled in format as per Sl. No. 8 of Enclosure-1.  and  (b)Please upload Audited Balance Sheet and Profit & Loss account statements of last 3 financial years. (i.e. 2016-17, 2017-18 and 2018-19)  (In lieu of audited Financial results of Financial years, audited financial results of calendar years will also be considered as deemed appropriate.)
3	The Agency/firm shall have courier network pan India basis with their own offices at district head quarters level. List of Minimum 25 such offices along with address, contact number etc. to be provided.	Please upload List of minimum 25 such offices along with address, contact number etc.

4	The agency shall have minimum 5 years of experience in dealing with Courier business (with respect to tender issue date).	Please upload copy of company's registration.
5	The agency should have rendered services to reputed firms i.e. PSUs/State Govt. firms/ Central Govt. firms or other large Organizations of repute. List of such customers (minimum two customers) along with period of contract (i.e. Starting Date and Ending date) to be provided.	List of such customers (minimum two customers) along with period of contract (i.e. Starting Date and Ending date) to be uploaded.
6	The agency shall provide minimum two customer order copies along with performance feedback certificates for courier services provided in last 5 years (with respect to tender issue date ).	Please upload Minimum two each of (a) customer order copies and (b) Performance feedback certificates duly signed by authorized representative of the customer.
7	Delivery Schedules	Please upload duly filled Proforma as per Enclosure-2
8	Not banned/ blacklisted/ debarred from Trade by any Central/ State Government department/ Autonomous Institutions or PSUs in India.	Undertaking document as per the Enclosure-3
9	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	Undertaking document as per the Enclosure-4

\*Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded. No clarification from the bidder will be sought in this regard.

Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder) or in the envelope with EMD. Offers with price details either in technical bid (under part B) or in the envelope at Part A, will be rejected.

**1.3 Part C : Price Bid:** (To be submitted through e-mode on BEML SRM system)

Please quote the price details in 'Item Data' in the system only (exclusive of any taxes and other charges)

The details to be entered in the Item Data in the SRM system is as given below:

**Category-I. Domestic Destinations– Courier Services**

Sl. no.	DESTINATION BLOCKS	TARIFF(Rs) exclusive of taxes/other charges
1	INTRA CITY (Within Bangalore) - 1ST 500 gms.	Please enter the rate only in 'item data' in the system
2	INTRA CITY (Within Bangalore) – Additional 500 gms.	Please enter the rate only in 'item data' in the system
3	South India (Karnataka, Andhra Pradesh, Tamil Nadu, Kerala & Goa)-1ST 500 gms.	Please enter the rate only in 'item data' in the system
4	South India (Karnataka, Andhra Pradesh, Tamil Nadu, Kerala & Goa)- Additional 500 gms.	Please enter the rate only in 'item data' in the system
5	Rest of India (North / East / West) - 1ST 500 gms.	Please enter the rate only in 'item data' in the system
6	Rest of India (North / East / West) - Additional 500 gms.	Please enter the rate only in 'item data' in the system

**Note:** Taxes and other charges if any, should be clearly indicated in Bidder's remarks in the system. Sum of all the rates quoted for Intra City, South India & Rest of India for 1st 500 grams and additional 500 grams shall be calculated. Bidder having lowest sum would be L1(lowest bidder).

**Category –II: Format for Domestic Destinations: Parcel services by Road (by surface transport mode)**

<i>S. no.</i>	<i>DESTINATION BLOCKS</i>	<i>TARIFF(Rs) exclusive of taxes/other charges</i>
7	South India(Karnataka, Andhra Pradesh, Tamil Nadu, Kerala & Goa)- <b>1<sup>ST</sup> 10 Kgs.</b>	Please enter the rate only in 'item data' in the system
8	South India(Karnataka, Andhra Pradesh, Tamil Nadu, Kerala & Goa)- <b>Additional 1 Kg.</b>	Please enter the rate only in 'item data' in the system
9	Rest of India (North / East / West) - <b>1<sup>ST</sup> 10 Kgs.</b>	Please enter the rate only in 'item data' in the system
10	Rest of India (North / East / West) - <b>Additional 1 Kg.</b>	Please enter the rate only in 'item data' in the system

Note: Taxes and other charges if any, should be clearly indicated in Bidder's remarks in the system.

Sum of all the rates quoted for South India & Rest of India for 1<sup>st</sup> 10 Kgs and additional 1 kg shall be calculated. Bidder having lowest sum would be L1(lowest bidder).

**1.3.1** BEML reserves the right to award the contract to one or more agencies based on the commercial viability. In all the above cases, BEML reserves the right to counter offer against any specific quoted prices of L1 agencies, if they are found high on case to case basis.

**2. PRE-BID MEETING**

A pre-bid meeting will be conducted at **11:00AM on 23.12.2019** at BEML Soudha, 23/1, 4th main, SR Nagar, Bangalore-560027. Interested bidders shall confirm their participation well in advance.

Queries of the firms (if any) will be clarified during the pre-bid meeting or subsequently after obtaining concurrence from the Management. Queries, if any, shall be sent to Dy. General Manager – Corporate Materials (office@cpb.beml.co.in) to reach us on or before **06.01.2020 by 2.00 pm.**

**3. Evaluation of Bids:**

Envelopes received as per Part A above will be opened first and subsequent to realization of DDs(towards EMD), technical evaluation of those bids will be carried out in line with Part B and Price bids of such agencies whose technical bids are qualified as per tender terms, will be opened for further processing. The date and time of opening of Price Bids shall be informed to the technically qualified Bidders.

#### 4. **Digital Signature**

Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.

Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in).

#### 5. **OTHER TERMS & CONDITIONS**

The terms “Supplier” & “Purchaser” refers to Consultant/Agency & BEML respectively in the General terms & Conditions.

##### 5.1 **ARBITRATION :**

**For PSUs:** In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

**For firms other than PSUs:** In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed thereunder. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

## 5.2 **FORCE MAJEURE CLAUSE:**

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

## 5.3 **APPLICABLE LAWS AND JURISDICTION OF COURTS:**

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

## 5.4 **BRIBES AND GIFTS**

Any bribe, commissions, 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 on 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 Ltd., 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 for payment of any loss or damage resulting from any such cancellation to like extent thereof. Any question or dispute as to the commissions 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.

**5.5 JURISDICTION**

Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

**5.6 DURING ARBITRATION**

Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings”.

**5.7 PROGRESS REPORT**

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

**5.8 INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

**Commitment by Purchaser:**

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

**Commitment by the Contractor:**

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

Thanking you,  
For BEML Limited

Asst. General Manager  
Corporate Materials



**Bid Invitation No. 6300030772****ANNEXURE – A : Domestic Destinations (For ref. only)**

Destination	Pin Code
Ahmedabad	380 009
Asansol	713 304
Bacheli	494553
Belgaum	
Bhilai (Chattisgarh)	490 001
Bhopal	462 011
Bhubaneswar	751 007
Bilaspur(Chattisgarh)	495 223
Chandrapur	442 406
Chennai	600 034
Coimbatore	641 001
Dhanbad	828 127
Guwahati	781 024
Hospet	583 201
Hosur	635 114
Hubli	580 030
Hyderabad	500 029
Jammu Tawi	180 004
Kolar Gold Fields	563 115
Kochi	682 016
Kolhapur	416 005
Kolkata	700 071
Kothagudem	507 101
Madurai	625 014

Mumbai	400 020
Mysore	571 186
Nagpur	440 010
New Delhi	110 001
Neyveli	607 803
Panajim	403 001
Ramagundam	505 184
Ranchi	834 001
Sambalpur	411 029
Shimoga	577 204
Singrauli	486 889
Tarikere	577 288
Udaipur	313 001
Visakhapatnam	530 003
.....	

Any other destinations where your services are provided

## **Annexure-B (Bid Invitation # No. 6300030772)**

### **Terms & Conditions of Courier Services contract**

1. BEML reserves the right to accept or reject any of the offers in part or full at our discretion.
2. The rates to be quoted for pick up, dispatch and delivery of the documents, non-documents and parcels from **1) Corporate Office** at M/s BEML Limited, BEML Soudha, Bangalore – 560027, **2) Marketing office** and **3) Regional Office**, Halasuru, Bangalore at M/s BEML Limited, Unity Buildings, Bangalore- 560 002 to various Domestic and International destinations and Intra city locations.
3. The rate should be quoted for **first 500 gms.** [ i.e. 0 ~ 500 gms ] and for every additional 500 gms. Separately.
4. The bidder shall indicate the delivery schedule i.e. time to be taken to deliver the documents, non-documents and parcels from BEML Soudha, Bangalore-560027 & Unity Buildings, Bangalore-560 002 to various International/Domestic destinations and intra city as per the proforma provided in the tender document.
5. **Payment Terms:** You shall submit the bills (in duplicate) on monthly basis to the **Officer in-charge, CRS, Management Services, BEML Limited, BEML Soudha, 23/1, 4<sup>th</sup> main, Sampangi Ramnagar, Bangalore – 560027** along with proof of delivery to enable us to arrange payment. Payment will be arranged within 30 days from the date of receipt of your bill.
6. Time shall be the essence of the contract and any delay in delivery on the documents, non-documents and parcels beyond agreed time the service/courier charges **shall not be paid** in respect of such delayed delivery.
7. The contract shall be valid for **THREE YEARS** from the date of acceptance.
8. The Bidders shall submit prescribed EMD in form of Demand Drafts drawn from any bank in favor of BEML Limited payable at Bangalore. Offers will not be considered without EMD. For unsuccessful bidders, EMD amount will be returned without interest after finalizing the contract. For successful bidder(s), the EMD amount will be converted as Security deposit and retained with us till the expiry of the contract including extended period. The same shall be returned after completion of the contract without any interest.
9. Sub-contract in any form will not be allowed without BEML's written consent.
10. In case of dispute regarding contractual obligation, the decision of BEML will be final.
11. No request for revision of quoted/finalized rates shall be entertained during the tenure of the contract with exceptions to statutory levies /taxes.
12. BEML reserves the right to discontinue your services any time during the contract without assigning any reason whatsoever.
13. Agency shall ensure that the documents, non-documents and parcels are properly taken care of without any damage till it reaches the addressee.

14. BEML reserves the right to increase or decrease the quantum of dispatches to be made every day and also no minimum or maximum of business is guaranteed.
15. Documents, non-documents and parcels should be collected from our premises i.e. BEML Ltd., 3<sup>rd</sup> Floor, Unity Buildings, J.C.Road, Bangalore- 560 002, Room No.17, Central Registry Section, BEML Limited, BEML Soudha, No.23/1, 4<sup>th</sup> main, Sampangi Ramanagar, Bangalore – 560 027 and 3) Regional Office, Halasuru, Bangalore on day to day basis between 4.15 pm to 4.30 pm & 4.45 p.m. to 5.15 pm respectively, under clear acknowledgement duly indicating address, place, weight and date etc., However on emergency call, you will have to send your representative for collection of documents, non-documents & parcels for the second time even after the above specified time also, which may please be noted.
16. To ensure safe delivery of the documents, non-documents & parcels to the addressee, all precautionary measures will have to be taken by you by arranging insurance for documents, non-documents & parcels at your cost.
17. Please note that quotations received after the due date and time will not be considered under any circumstances.
18. In the event of loss or misplacement of documents, non-documents & parcels during the transit you will have to bear all the costs incurred by us, as may be intimated to you.
19. The rate should be separately quoted for Intra city, Domestic and International destinations.
20. Taxes and other charges if any should be clearly indicated separately.
21. Income Tax will be recovered as applicable at source while arranging payment of your bills.
22. Bid Validity Period: The quotation should be complete in all respects and free from ambiguity, should be firm and valid for acceptance for a period of 90 days from the date of opening of the tender. BEML, in exceptional circumstances, may solicit the Bidder's consent to an extension of the period of validity.
23. BEML reserves the right to award the contract to one or more agencies based on the commercial viability.
24. BEML reserves the right to cancel or withdraw or modify the bid without assigning any reason. Such decision will not incur any liability whatsoever on the part of BEML consequently.
25. Fax/email quotations are not acceptable.
26. After awarding the contract to the agency, if the related documents furnished are found to be incorrect or false or fake, then BEML shall forfeit EMD/Security Deposit & such agency's orders will be cancelled without any notice, apart from initiating legal action.

## Enclosure-1 (Bid Invitation No. 6300030772)

### DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM / AGENCY

Sl. No.	Description	Details to be filled/uploaded	
1	Name of the Firm / Agency		
2	Name of the owner of the Firm / Agency		
3	Address of the Firm/ Agency		
4	Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email ID.		
5	Service Tax registration Number	Please upload copy of Service Tax Registration Certificate.	
6	PAN details of the Firm/ Agency with a copy of PAN card.	Please upload copy of PAN card.	
7	The firm/agency shall have On-Line tracking system in practice to facilitate customer to track the location of document/parcel if required. Details of such system to be provided.	Please upload the details.	
8	Details of Annual Turnover for previous three years i.e., for the period FY-2016-17, 2017-18 & 2018-19 (in Rs Lakhs).	<b>Financial Year</b>	<b>Annual Turnover (in Rs Lakhs)</b>
		2016 – 17	
		2017– 18	
		2018 – 19	

I / we hereby certify that all the information given above is factual.

*Signature with date of Authorized signatory*

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_

## Enclosure-2 (Bid Invitation No. 6300030772)

Please fill Delivery Schedule and upload.

### **Category-I. Format for Domestic Destinations– Courier Services**

<i>DESTINATION BLOCKS</i>	<i>Delivery Schedule (In Hrs)</i>
<b>1) INTRA CITY</b> (Within Bangalore)	
<b>2) South India</b> Karnataka, Andhra Pradesh, Tamil Nadu, Kerala & Goa	
<b>3) Rest of India</b> North / East / West	

### **Category –II: Format for Domestic Destinations: Parcel services by Road (by surface transport mode)**

DESTINATION BLOCKS	Delivery Schedule(In Hrs)
<b>1) South India</b> Karnataka, Andhra Pradesh, Tamil Nadu, Kerala & Goa	
<b>2) Rest of India</b> North / East / West	

Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_

**Enclosure-3 (Bid Invitation No. 6300030772)**

**UNDERTAKING**

This is to certify that \_\_\_\_\_ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_

**Enclosure-4 (Bid Invitation No. 6300030772)**

**Undertaking**

To:

The Asst. General Manager (Corporate Materials),

M/s. BEML LTD.,

Bangalore-560027

Dear Sir,

Having examined the Tender No. Bid Invitation No. 6300030772 dated 16.12.2019, the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_



## **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.