

## **BEML LIMITED**

*Govt. of India, Ministry of Defence*

*A Schedule "A" Company*

FLAT E,F,G & H, 11<sup>TH</sup> FLOOR,  
Vandhna Building, Tolstoy Marg,  
Connaught Place, New Delhi-110001

Ref:/MKL/OPEN TENDER/2020/02

Date: 19.10.2020

**Tender No. 6300034627**

Dear Sir/Ma'am,

Sub: E-Tender through BEML SRM Portal for engaging 'Housekeeping Services with Consumables & Equipments'.

BEML Limited, a Govt. of India, Ministry of Defence, A Schedule "A" Company is planning to engage 'Housekeeping' Services with Consumables on works contract basis for its newly renovated Modern Office System at Flat E,F,G&H, 11<sup>th</sup> Floor, Vandhna Building, 11-Tolstoy Marg, Connaught Place, New Delhi through BEML SRM Portal.

Please go through the instruction and submit your bid on BEML SRM Portal before 1400 hrs on date 28.10.2020.

Thanking you.

Executive Director

BEML Ltd.

Encl: Tender Document -18 pages.

## **BEML LIMITED**

*Govt. of India, Ministry of Defence*

*A Schedule "A" Company*

FLAT E,F,G & H, 11<sup>TH</sup> FLOOR,  
Vandhna Building, Tolstoy Marg,  
Connaught Place, New Delhi-110001

### **TENDER DOCUMENT (Tender No. 6300034627)**

#### **FOR**

Engaging 'Housekeeping Services' with Consumables & Equipments on works contract basis.

CLOSING DATE & TIME

28.10.2020 at 1400 Hrs.

Date of Opening of Technical Bid & Time

28.10.2020 at 1430 Hrs.

This Tender Document contains 18 Pages

19.10.2020

## **BEML LIMITED**

*Govt. of India, Ministry of Defence*

*A Schedule "A" Company*

FLAT E,F,G & H, 11<sup>TH</sup> FLOOR,  
Vandhna Building, Tolstoy Marg,  
Connaught Place, New Delhi-110001

### **NOTICE INVITING TENDERS (Tender No. 6300034627)**

Tenders in two-bid system (Technical Bid and Commercial bid in e-mode through BEML SRM platform) are invited for providing Housekeeping Services' with Consumables on works contract basis.

Sl. No.	Work Description	Tender Enquiry No. / Date	EMD (in Rs.)
1.	Engaging 'Housekeeping Services' with Consumables on works contract basis.	Tender No. 6300034627 (Published dt. 19.10.2020)	25000/-

Duration of contract: 02 years from the date of award of contract. Last date & time 28.10.2020 at 1400 hrs for online submission of tender documents on BEML SRM Portal.

#### **Note:-**

1. EMD to be paid only in the form of DD/NEFT in favour of BEML Ltd., payable at New Delhi. Scanned copy to be uploaded in e-tender and original DD should be submitted before opening of Technical Bid. However, submission of EMD amount is not applicable to MSMEs subject to proper production/submission of MSME Certificate, Udhdyog aadahr and other relevant documents/testimonials as required. (**BEML Limited Bank Details enclosed in Annexure-D**)
2. Contract will be governed by all statutory requirements amended from time to time and general terms & conditions of the contract of BEML Ltd.
3. BEML Ltd reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BEML Ltd in this regard shall be final & binding to all parties.

for **BEML Limited**

**Executive Director**

## **INSTRUCTION TO BIDDERS**

- 01) Both Technical Bid (except original DD for EMD) and Price bid are to be submitted through electronic mode only in the BEML SRM Portal. **However, interested bidders may visit our office prior to their bidding for observing the detailed scope of work, measurement, etc.**
- 02) EMD DD for Rs. 25000/- in favour of BEML Ltd., payable at New Delhi has to reach the address as mentioned below on or before the closing date and time of the tender. However, MSME will be exempted from paying the said EMD, as per the Government guidelines.

### **Address for EMD Submission**

**BEML LIMITED**  
**Flat-E, F, G&H, 11<sup>th</sup> Floor,**  
**Vandhna Building, 11-Tolstoy Marg**  
**Connaught Place, New Delhi-110001**

- 03) Bidders are required to go through instructions carefully and submit the bid as required. Clarifications if any may please be obtained from Purchase Department on any working day.
- 04) Tender is in two bid system.
- 05) 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.
- 06) 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.
- 07) 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)**

### **Submission of Technical Bid:**

**Please upload all the technical bid documents in the Collaboration Folder in the system. Please ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.**

**Technical bid: Following documents should be uploaded in “Collaboration Folder” on SRM Platform:**

- a) Scanned copy of the entire tender document duly signed by the bidder. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted.
- b) Scanned copy of duly filled **Annexure – A** Format. The name of the bidder with full official address, email, landline and mobile phone numbers shall be furnished.
- c) Scanned copy of EMD Fee DD/Transaction reference details.

- d) The bidders shall submit relevant records in proof of complying with qualification criterion conditions along with the Technical Bid.
- e) Following may be noted before bidding:
- Service provider should deploy the well trained and professional resources.
  - The service provider should have a valid bank account number and shall provide the account details in the technical bid. Payment to the service provider will be made either by crossed cheque or RTGS mode.
  - Service provider should have valid PAN Number; Income Tax will be deducted at source as per the Income Tax rules prevailing.
  - Service provider should have service tax registration number, contractors not fulfilling the criterion shall submit the service tax registration number as and when they become liable to pay service tax.
  - In case of partnership firm the name and address of all the partners together with a certified copy of the partnership deed shall be furnished. All the parties have to sign the tender document unless signed by the power of attorney holder.
  - Partnership companies should enclose copy of partnership deed.

### **Submission of Price Bid:**

1. **Commercial Bid:** Please quote the price details in 'Item Data' in the system only against the respective items provided therein.
2. Technical Bids of the bidders will be opened first on the Technical Bid Opening Date/Time. Price Bids of the ***technically accepted bidders only*** will be opened subsequently on completion of the technical evaluation.
3. The bidder shall accept all the terms and conditions of the tender.
4. Before making the offer, the bidders are advised to carefully go through the terms and conditions, which form part of the agreement. For any further details required pertaining to the scope and nature of the work, authorized executive from BEML Ltd. may be contacted in person or through mobile no. +91 7488008937 or e-mail at [mkl\\_hr@beml.co.in](mailto:mkl_hr@beml.co.in). However, for any queries/issues related to the SRM Platform/Digital Signatures or any other portal related issues, the concerned dept. should only be contacted- BEML SRM Team on 080-22963269, 080-22963141 or e-mail to [\*\*admin.srm@beml.co.in\*\*](mailto:admin.srm@beml.co.in)
5. BEML Ltd reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged and the bid is an effort to be L1, then the offer is liable to be rejected. BEML Ltd decision in this regard shall be final and binding.
6. PRICE BID – The bidders are required to enter the price for all the items listed in the 'Item Data' in SRM System as per Price Bid format "**Annexure – C**". The price should be quoted for each item after careful study of the actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.
7. The rates quoted shall be complete inclusive of the consumables as per the requirement. The service tax / GST shall be excluded from the rates, which will be paid extra at the applicable rate.
8. The bidders should note that the Income Tax as applicable will be deducted from the bills of contractor.

9. BEML Ltd reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
10. In the event of furnishing false information / incomplete information, the offer(s) shall be rejected.
11. BEML Ltd reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BEML Ltd also reserves the right to reject any or all bids without assigning any reasons thereof.
12. Successful bidders shall enter into an agreement on non judicial stamp paper of **Rs. 200/-** as a token of having accepted the rates, terms and conditions of the contract as per the proforma given by BEML Ltd.
13. Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the **Annexure – A document uploaded by the contractor** or to any other address subsequently intimated by contractor in writing to BEML Ltd for the contract purposes.
14. BEML Ltd shall not be responsible for any acts and omissions of the staff of bidders and liabilities arising out of the acts and omissions as such will be borne by the bidders.

**15. SCOPE OF WORK:**

**Measurement of Office Area**

S.No	Description	Area (Apprx.)
1	Total floor area  (including 5 nos. washrooms)	4000 sq.ft.

**Detail Scope of Work**

**PART-A**

Cleaning/dusting frequency with required consumables (Minimum Requirement)

S.No	Description	Frequency
1	Entire Office Floor Area (Vitrified Tiles)	3 times per day.
2	Wash Rooms / Toilets	4 times per day.
3	Pantry	3 times per day.
4	Italian Marble	2 times per day.
5	Wooden Floor (Engineered Wood)	2 times per day.

6	Glass Partition & Doors Area	2 times per day.
7	AC Vents, Light Fittings, False ceiling, etc.	Once a week.
8	Wall Mounted Fans	Twice a week
9	Computers, Printers, Telephone Instruments, TVs, etc.	Once daily.
10	All working tables, chairs, executive workstation units (table), Sofa sets, coffee tables, conference table, Wooden storage units, Personal locker units, etc.	Once daily.
11	Wooden art works, wooden doors, etc.	Once daily.
12	Deep cleaning of office	Once in a month.
13	Any other relevant service.	as desired by BEML.

### Housekeeping Service with Standard Consumables

#### **A. Office Cleaning & dusting.**

1. Vacuum Cleaning/dusting of all office chairs (70nos.).
2. Cleaning/dusting of Reception table (1), Executive/Office tables (10), Coffee Tables (6), Workstation tables/units (22), Conference Table (1), Discussion table (1), etc.
3. Vacuum Cleaning of sofa sets (8).
4. Cleaning/dusting of roller blinds (25).
5. Cleaning/dusting of wall mounted fans (25).
6. Cleaning/dusting of TVs (8), Computers/laptops (30), Printers (15), Telephone Instruments (32), Server rack & instruments, CCTVs, AC Vents, etc.
7. Cleaning/dusting of glass window panels.
8. Cleaning/dusting of all glass panels & doors.
9. Cleaning/dusting of all wooden doors, cabinets, showpieces, etc.
10. Cleaning/dusting of false ceiling, cassette AC, high wall ac, switch fittings, light fittings, etc.
11. Proper Cleaning of office floor (vitrified tiles, Italian Marble, wooden floor, etc.)
12. All other office/office related cleaning/dusting as desired by the BEML Ltd.

#### **PART-B**

##### **i. Cleaning of floor and toilets should be carried out only from following material(s):**

S.No	Items	Desirable Make/Brands
1	Liquid soap in toilets/wash rooms	Dettol/Lifebuoy/ Equivalent
2	Phenyl liquid	Gainda/Roxin/ Equivalent
3	Toilet cleaner	Harpic/Domex/Lizol/ Equivalent
4	Glass cleaning agent	Colin/Lizol/Neatlay/ Equivalent
5	Acid (HCL)	Dubond/Equivalent
6	Glass Cleanser Spray	Colin/Windex/Equivalent

- ii. Further, Service provider should ensure that following material should be always available in the following areas

S.No	Items	Desirable Make/Brands	Areas
1	Naphthalene Balls	Trishul/Diamond/ Equivalent	In all Toilets & Washbasins.
2	Tissue papers	Paseo/Origami/ Equivalent	In all Toilets
3	Air Fresheners/ Perfume	Odonil/Airwick/Ambi pur/ Equivalent	In all Toilets / Conference hall, 4 Cabins, Common Hall, Reception, Meeting room.
4	Disposable bags for garbage collection (biodegradable)	Hefty/Priish/Equivalent	In all waste bins (Pantry & Toilets)
5	Dustbin bags	Plastobag/Joff/Equivalent	
6	Toilet paper rolls	Solimo/Paseo/Equivalent	In all toilets
7	Urinal cubes	Cleanzo/Mega Star/ Equivalent	In all toilets
8	Dish washing soap/liquid	Vim/Pril/Equivalent	In Kitchen/Pantry
9	Mosquito repellents	All Out/Good Night/Equivalent	Reception, Common Hall, 4 Cabins, Meeting room.

\*List of all items required with desirable brands/makes are enclosed at Annexure-B for reference.

*(Price to be entered in the financial bid in BEML SRM Portal only. Value to be entered only after assessing the entire scope of work as mentioned above.). No changes/up-dation request will be entertained later on.*

### **TERMS & CONDITIONS:**

#### **A. QUALIFICATION CRITERIA:**

- Valid GST & PAN Registration/no. with certificate.
- Minimum average turnover of last three financial years should be Rs. 25,00,000.00. Proof to be attached.
- Satisfactory service completion certificate of similar work/service rendered of value not less than Rs. 20 lakhs of the total estimated work/service value in case of single client, Rs. 12.5 lakhs in case of two clients and Rs. 10 lakhs in case of three clients. Necessary proof to be attached.
- Total relevant experience should be of minimum 3 years. Proof to be attached.
- Labour, PF & ESI registration certificates.
- MSME Certificate/Udhyog aadhar, if applicable.
- Details of ongoing work/service of similar nature with proof.
- Solvency certificate of Value Rs. 25,00,000.00. Certificate must be attached.
- Signed & stamped all pages of the tender documents.

***Note- Non-submission of documents will lead towards rejection of the bid.***

The bidders shall submit relevant records in proof of complying with qualification criterion conditions along with the Annexure-A (Technical Bids).



**A(a) Other Important Points:**

1. Service providers should have well trained & professional staff.
2. The service provider should have a valid bank account number and shall provide the account details in the technical bid. Payment to the contractor will be made either by crossed cheque or RTGS mode. **(BEML LIMITED BANK DETAILS-ENCLOSED AT ANNEXURE-D)**
3. The service provider should have valid PAN Number; Income Tax will be deducted at source as per the Income Tax rules prevailing.
4. The service provider should have service tax registration number, contractors not fulfilling the criterion shall submit the service tax registration number as and when they become liable to pay service tax.

**B. GENERAL TERMS & CONDITIONS: -**

1. Earnest Money Deposit (EMD), not applicable for MSMEs, as indicated in the NIT (Notice Inviting Tender) is to be submitted along with tender documents Annexure – A. EMD should be payable through Demand Draft/Banker's cheque favoring BEML Ltd payable at New Delhi. EMD by the Tenderer will be forfeited if;
  - a) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
  - b) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within **15 days** after award of contract.
2. EMD given by all unsuccessful tenderers shall be refunded normally **within fifteen days** of acceptance of award of work to the successful tenderer. EMD shall not carry any interest.
3. Successful bidder has to submit **Security Deposit (SD) of amount equivalent to 10% of the total contract value 7 days** before commencement of the service without fail.

Security Deposit is accepted in the form of DD or BG. The Bank Guarantee should be from any Nationalized / Scheduled Commercial Banks only. The Bank Guarantee format should have the approval of BEML Ltd. The security deposit shall not carry any interest.

4. Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract awarded and the EMD amount will be forfeited. The security deposit shall be refunded within **three (3) months** after the date of expiry of the contract period subject to the contractor fulfilling all obligations and operations as required under the contract.
5. BEML Ltd reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BEML due to failures on the part of the contractor or due to termination of contractor becoming disqualified because of liquidation and other reasons. Such losses, damages, charges, expenses or cost, as assumed by BEML Ltd., shall be final and binding the contractor and shall not be called into question.
6. The tender document shall be deemed to form an integral part of the contract to be entered for this work.

7. BEML Ltd reserves the right to have parallel / similar contract with any number of contractors.
8. Disputes if any arising between the company and the supplier in connection with this purchase order or any other matters connected herewith that same referred to a sole arbitrator to be appointed by BEML. The arbitration / proceedings shall be in accordance with provisions of Indian Arbitration and conciliation Act 1996 and Rules framed there under. The place of arbitration shall be at Bangalore or any other place mutually decided by and between the company and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.
9. In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Delhi shall only have jurisdiction.

**C. CONTRACT SPECIFIC TERMS & CONDITIONS:**

1. The contract shall be awarded initially for two years with a further extension of one year subject to satisfactory performance. However, in case of unsatisfactory performance/any other reason, BEML Ltd reserves right to short close the contract at its discretion at any point of time without assigning any reason with a prior notice period of 90 days.
2. The housekeeping staff will be deployed for 8 hours per day for 6 days in a week (Monday to Sturday). However, the said duration/days can be increased/decreased under special circumstances. Duty hours will be from Monday to Saturday, 8.30am to 4.30pm + Extra days/hours on requirement basis.
3. Service provider must deploy a supervisor to take care of all the scope of work as mentioned above in Part A & B. Service Logbook/s to be maintained compulsorily.
4. The housekeeping staff should be well trained and must wear uniform & ID Card compulsorily during the working hours inside office.
5. The consumables used in the office must be of standard make/quality (as per annexure-B) and enough stock of the materials shall be maintained in order to avoid any in-convenience in the service.

**D. Payment Terms & Penalty Clause:**

1. Payment to contractor will be made within 15 days from the date of submission of bills. Contractor will submit the bills (in duplicate), which will be duly verified, checked and passed only on satisfactory performance of the service provider by the Administration dept. of BEML Ltd.
2. Penalty Clause
  - i. While executing the housekeeping service at BEML Delhi Office, if the above-mentioned items with indicated/desired brands/makes are not found to be in use/proper use, a penalty of 5% on the monthly billing value will be imposed on complaint raised by the

admin dept. once in a month. Further, there will be an additional deduction of 2% for additional complaint in the same month.

**ii. If there are more than 3 complaints in a month, service may be terminated immediately.**

iii. Risk Purchase – If service provider fails to perform the duty/satisfactory duty/poor quality of consumables, etc., BEML will have the right to get work/services done through alternate arrangements and the cost incurred will be recovered from the contractor's security deposit/monthly payment as suitable.

### **3. Selection of L-1 Bidder/Party**

The L-1 Bidder/Party will be selected on the basis of lowest monthly value (including consumables/equipments/manpower) quoted as per the annexure "C".

-----X-----

## Annexure: A

Annexure to our Tender Notice No. MKL/OPEN TENDER/2020/02

19.10.2020

### FORMAT FOR PROVIDING INFORMATION PERTAINING TO TECHNICAL BID

01)	Name of the Firm with complete address of the registered office.	
02)	Details of Nodal Executive for further communication/s. Telephone No. – Landline Telephone No. – Mobile Email ID:-	
03)	a) Whether meeting minimum required avg. turnover of Rs. 25,00,000.00 of last three financial years? b) Whether Annual Turnover of the last 03 financial years (2019-20, 2018-19 & 2017-18) attached? c) Whether Satisfactory service completion certificate of similar work/service rendered of value not less than Rs. 20 lakhs of the total estimated work/service value in case of one client, Rs. 12.5 lakhs in case of two clients & Rs. 10 lakhs in case of three clients (latest ones) attached?	Yes/No  Yes/No  Yes/No
04)	Whether meeting minimum total relevant experience? If Yes, whether relevant experience proof/s attached?	Yes/No
05)	Whether Labour registration/license certificate attached?	Yes/No
06)	Whether Banker's name, Account Number & Address of the bank attached?	Yes/No
07)	Whether copy of PAN Number attached?	Yes/No
08)	Whether GST Registration Certificate attached?	Yes/No
09)	Whether MSME? If yes, whether registration certificate/testimonials are attached?	Yes/No
10)	Whether details of ongoing work/service of similar type/nature attached?	Yes/No
11)	What is the type/category of your Firm?	Public/Private/Partnership/Any other (Please specify)
12)	Whether Solvency Certificate of Rs. 25,00,000.00 (twenty-five lakhs) from Bank attached?	Yes/No
13)	Agreeable for all Tender Terms and Conditions. (Please provide copy of the tender document duly signed and stamped)	Yes / No

Note: Partnership companies should enclose copy of partnership deed.

## Annexure – “B”

Annexure to our Tender Notice No /MKL/OPEN TENDER/2020/02

19.10.2020

### List of Consumables to be supplied by the Service Provider (Indicative)

<b>S.No</b>	<b>Items</b>	<b>Desirable Make/Brands</b>
1	Liquid soap in toilets/wash rooms	Dettol/Lifebuoy/ Equivalent
2	Naphthalene Balls	Trishul/Diamond/ Equivalent
3	Phenyl liquid	Gainda/Roxin/ Equivalent
4	Toilet cleaner	Harpic/Domex/Lizol/ Equivalent
5	Glass cleaning agent	Colin/Lizol/Neatlay/ Equivalent
6	Tissue papers	Paseo/Origami/ Equivalent
7	Air Fresheners	Odonil/Airwick/Ambi pur/ Equivalent
8	Air perfume	Ambi pur/Godrej/ Equivalent
9	Acid (HCL)	Dubond/Equivalent
10	Toilet paper rolls	Solimo/Paseo/Equivalent
11	Disposable bags for garbage collection (biodegradable)	Hefty/Priish/Equivalent
12	Urinal cubes	Cleanzo/Mega Star/ Equivalent
13	Dish washing soap/liquid	Vim/Pril/Equivalent
14	Mosquito repellents	All Out/Good Night/Equivalent
15	Glass Cleanser Spray	Colin/Windex/Equivalent
16	Any other item(s).	as required for the service and as desired by BEML.

## Annexure: C

Annexure to our Tender Notice No /MKL/OPEN TENDER/2020/02

19.10.2020

**PRICE TO BE STRICTLY ENTERED/QUOTED IN BEML SRM PORTAL ONLY, ANY BIDDER QUOTING THE PRICE ALONG WITH THE TECHNICAL BID WILL LEAD TO REJECTION WITHOUT ANY FURTHER NOTICE.**

S.No	Description	Frequency	Monthly Value (in Rs.) including Total Consumables/Equipment/Manpower) <i>*Value will be without GST</i>
1	Entire Office Floor Area (Vitrified Tiles)	3 times per day.	
2	Wash Rooms / Toilets	4 times per day.	
3	Pantry	3 times per day.	
4	Italian Marble	2 times per day.	
5	Wooden Floor (Engineered Wood)	2 times per day.	
6	Glass Partition & Doors Area	2 times per day.	
7	AC Vents, Light Fittings, False ceiling, etc.	Once a week.	
8	Wall Mounted Fans	Twice a week	
9	Computers, Printers, Telephone Instruments, TVs, etc.	Once daily.	
10	All working tables, chairs, executive workstation units (table), Sofa sets, coffee tables, conference table, Wooden storage units, Personal locker units, etc.	Once daily.	
11	Wooden art works, wooden doors, etc.	Once daily.	
12	Deep cleaning of office	Once in a month.	
	<b>Total Monthly Value</b>		

**\* Note:**

- a. Value of each item/service to be entered strictly as per the indicated frequency mentioned above.
- b. While entering the prices online in SRM Portal, single value should be entered against each item.
- c. **GST/Taxes will be extra, as applicable.**

**#The L-1 Bidder will be selected on the basis of lowest 'Total Monthly Value' as indicated above. Please do not quote your price bid here, it will lead to rejection. Rates to be strictly Quoted only in the BEML SRM Portal.**

**Annexure – “D”**

Annexure to our Tender Notice No /MKL/OPEN TENDER/2020/02

19.10.2020

**BEML LIMITED (DELHI) BANK DETAILS**

<b><u>Bank Name &amp; Branch</u></b>	<b><u>Account No.</u></b>	<b><u>IFSC</u></b>	<b><u>Branch Code</u></b>
State Bank of India, Main Branch, New Delhi-01	00000011084238253	SBIN0000691	NEW DELHI MAIN BRANCH (00691)

## **Annexure – “E”**

**Annexure to our Tender Notice No /MKL/OPEN TENDER/2020/02**

19.10.2020

### **Special Conditions arising out of implementation of GST**

**(Which is to be signed and submitted along with the offer)**

#### **Tax Indemnity clause**

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.

**Cont'd .....2**



5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.

**Cont'd .....3**

15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that “the liability of payment of GST is on the Recipient of Service”.
16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
17. The Bid evaluation criteria will include but not limited to ‘GST Compliance rating’ when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Signature with date of Authorized signatory

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

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

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

-----X-----