



## **BEML LIMITED**

*Govt. of India, Ministry of Defence  
A Schedule "A" Company*

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

Ref: /MKL/OPEN TENDER/2020/03

Date: 02.11.2020

**Tender No. 6300034748**

**Sub: Labour Contract Supply for Support staff viz. Drivers, Security Guards (Non-armed), Cooks, Sweepers, System assistants, unskilled and semi-skilled labour)" for various offices/premises of BEML Ltd in Delhi (NCR).**

**Last date of bid submission: 23.11.2020**

**Total no. of pages 16.**

(Executive Director)  
BEML Limited  
New Delhi

**BEML LIMITED**  
(A Government of India Undertaking)  
BEML Ltd, Flat E, F,G&H, "Vandana", Tolstoy Marg, New Delhi-110001

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Tel: 011-23443524

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**Ref: HR/CONTRACT MANPOWER/2020/03**

**Date: 02.11.2020**

**TENDER NO. 6300034748**

**On-line/e-bids (Technical and Commercial) through BEML SRM Portal** are invited by BEML Limited for the supply of Manpower (Support staff) on job Contract basis, to be deployed in its various Office/ establishment(s) at Delhi/NCR in offices, company properties, company transit houses, stores and service centre. Last date for submitting bid (technical & commercial) on BEML SRM Portal is upto 14:00 Hrs on or **before 23.11.2020.**

For further details and for downloading the tender document, please visit our web site **www.bemlindia.com** and follow the following steps:

Part-A

- a. Visit the website [www.bemlindia.in](http://www.bemlindia.in)
- b. Click on "Suppliers" tab appearing on the home page.
- c. Select "Tenders" (1<sup>st</sup> option at left corner top).
- d. Select the second link with heading "eProcurement (SRM) / Manual Tenders (Open / EoI)".
- e. In drop down box, default tenders will be showing for Corporate Office, please select the dropbox and select "REGIONAL/DISTRICT(MKTG) OFFICES".
- f. Look for the tender no. **6300034748** and download the detailed tender document.

Part-B

- a. After downloading the tender document, for participating/bidding for the tender, if eligible, please log on to BEML SRM Portal. No manual tender will be entertained.
- b. For logging on and to participating for the tender on BEML SRM Portal, a valid user id and password would be required which will be generated by BEML SRM Team. Kindly mail to "[admin.srm@beml.co.in](mailto:admin.srm@beml.co.in)" for the same. Any query related to BEML SRM Portal may be clarified by calling on 080-22963269, 080-22963141.

**Executive Director**  
**BEML Limited**  
**New Delhi**

**Ref:HR/CONTRACT MANPOWER/2020/03**

**Date: 02.11.2020**

**1. General Information about Tender**

- a. The period of the contract is for **ONE YEAR** from the date of issuance of service PO placed on the successful bidder. However, the tender can be extended further for a period of one year subject to satisfactory performance with same terms & conditions and mutually agreed by the BEML & Contractor.
- b. Submission of BID (both technical and commercial) will be through online mode (**BEML SRM Portal**) only.
- c. The quantities of manpower (category wise) are only approximate and hence any reduction / increase thereof during the period of contract shall not vitiate the contract. The company does not bind itself to accept the lowest or any other tender.
- d. The tender shall remain open for acceptance for a period of **30 days** from the date of opening of commercial bids.
- e. The tenderers shall visit the BEML website and acquaint themselves with the conditions of the site prior to submission of tenders and no claims will be entertained later on the grounds of ignorance.

**1.1 Earnest Money Deposit (EMD)**

- a) Earnest Money Deposit of Rs. **3,00,000.00/- (Rupees Three Lakhs only)** by crossed Demand Draft in favour of M/s BEML Limited, payable at Delhi from any scheduled commercial bank or nationalized bank located in New Delhi, must accompany the tender. The EMD can also be paid through online mode/RTGS/NEFT. The bank details of BEML Delhi Office is as mentioned below:

**A/C Name: BEML LIMITED**

**A/C No: 00000011084238253**

**Ifsc code: SBIN0000691**

- b) In case of online payment of EMD Value, copy of transaction receipt must be attached failing which technical bid will not be considered for the evaluation. Further, the tenders submitted without EMD (in case of DD, if applicable) will be summarily rejected.
- c) However, as per the govt. rule, submission of EMD amount is not applicable to MSMEs subject to production/submission of proper/valid MSME Certificate, Udhog aadhar and other relevant documents/testimonials as required.

## **2. Manpower Requirement (Contractual Basis)**

Details of requirement of Manpower on contractual basis to be deployed at various premises of BEML Limited in Delhi/NCR.

<b>SL. NO.</b>	<b>DESCRIPTION OF CONTRACT LABOURERS</b>	<b>CATEGORY OF CONTRACT LABOURER FOR PAYMENT</b>	<b>NO. OF LABOURERS PRESENTLY REQUIRED</b>
1	SECURITY GUARDS (NON-ARMED)	Security Guard	09
2	SAFAI KARAMCHARIS	Unskilled	03
3	UNSKILLED LABOUR	Unskilled	04
4	SEMI SKILLED LABOUR	Semi-skilled	02
5	SYSTEM ASSISTANTS	Skilled	03
6	DRIVERS	Skilled	02
7	COOKS	Semi-Skilled	02
		<b>TOTAL</b>	<b>25 (Twenty five)</b>

### **3. TECHNICAL BID**

#### **A) Eligibility criteria (Pre-qualification):**

- i) Minimum Average Annual financial turnover during the last 3 financial years i.e. 2017-18, 2018-19 & 2019-20 ending on 31<sup>st</sup> March 2020 should be at least Rs. 45,00,000.00 (Rupees Forty-Five Lakhs). Copies financial statements to be attached mandatorily.
- ii) Minimum experience of 07 years of having successfully rendered similar service. Copy of the satisfactory work completion needs to be enclosed mandatorily.
  - a. Three similar completed works costing not less than Rs. **60.00** lakh OR
  - b. Two similar completed works costing not less than Rs. **75.00 lakhs** OR
  - c. One similar completed works costing not less than Rs. **1.20 Cr.**
- iii) EMD payment of Rs.3.00 lakhs (Rupees Three lakhs Only). Scanned copy of payment receipt as a proof of payment should be uploaded online.
- iv) Bank Solvency from any 'Nationalized/Scheduled Commercial Bank' of Rs. 60.00 lakhs (Sixty lakhs only) not issued before 6 months.
- v) MSME Certificate, if applicable.
- vi) Valid Labour License, EPF & ESI registration copy/numbers.
- vii) Valid PAN & GST Registration Copy/Numbers.
- viii) Details of ongoing projects/service of similar nature.
- ix) All pages of the tender document to be duly signed, stamped and to be uploaded on the portal.
- x) Undertaking for not being blacklisted/debarred from any Govt./Semi Govt./PSUs Organizations.

### **4. TERMS AND CONDITIONS FOR THE MANPOWER CONTRACT**

1. The period of the contract is for **ONE YEAR** from the date of issuance of service PO placed on the successful bidder. However, the tender can be extended further for a period of one year subject to satisfactory performance with same terms & conditions and mutually agreed by the BEML & the Contractor.
2. BEML Limited shall reserve the right to short close the contract by giving 30 days-notice or without notice for breach of contract or without assigning any reason whatsoever.
3. The age of the personnel engaged should be between 21 Years to 55 years.
4. No conveyance /accommodation shall be provided by the company.
5. Personnel engaged shall be on duty in shifts of 8 hours duration.
6. In case of exigency of work or for additional shift duty if required, the contractor should provide the personnel as required by the management.
7. Personnel engaged should ensure perfect discipline and behaviour and diligent performance of duties and under no circumstances, they may cause any interference, annoyance or nuisance to the officials of the Company.

8. Personnel shall report for the duty in uniform, id-card and proper shoes/footwear which are to be provided by the Agency/Contractor. Employees will not be allowed to enter the premises without the uniform, id card & proper footwear as mentioned.
9. The Supervisor should ensure control over their personnel, reporting of personnel, their detailment, etc.
10. The agency should make their own arrangements to provide accommodation to their staff, if required.
11. The agency should maintain adequate reserve strength to cater for establishment, leave, holiday work, etc. (But payment will be made only for the day of attendance to the duty).
12. Contractor must submit police verification reports of all deployed manpower on contractual basis at various BEML Premises in Delhi/NCR.

## **5. Payment of Wages to the Contract Employees & Payment to the Contractor.**

1. Minimum wages of Central govt. shall be applicable/enforced for the wage payment of wages to the contract employees. Any variation in Minimum Wages notified by the Central Government from time to time will be made good by BEML Limited on documentary proof i.e. any increase will be paid by BEML Limited and similarly decrease in Minimum Wages if any, will be reduced accordingly from the payment.
2. The Minimum Wages payable per month to the contract personnel for 8 hours work per day in a month for 26 days basis inclusive of holidays will be as per the Minimum Wages notified by the Central Government.
3. Payment of wages to all the contract employees (25nos.) must be disbursed on/before 7<sup>th</sup> day of every month without fail under any circumstances. The mode of payment will be only through bank transfer (NEFT/RTGS) against the services rendered during the previous month, after certification of the satisfactory completion of the job during that month duly recommended by the Management representatives of BEML Limited. No deductions other than statutory shall be permitted.
4. Post payment of wages to the contract employees, Original tax invoice along with duplicate (i.e. Inclusive of employers' contribution towards PF, ESI, etc and filled in EPF, ESIC challans of previous month separately for BEML works only to HR Department latest by last working day of the month. Delay in submission will automatically result in delay of release of payment.
5. Payment to the contractor will be made on monthly basis after deducting TDS for the actual manpower deployed during the month. BEML shall transfer the amount payable to the bank account number provided by the contractor.
6. Rate/amount of contributions of EPF & ESI should be carried out with adherence to the rates fixed/revised by govt. from time to time.
7. Payment to the contractor will be released by 15<sup>th</sup> of every month only on submission of original tax invoice, challans of PF & ESI as mentioned above. Any connected documents missing/not submitted will lead towards holding of payment by BEML.
8. The contractor shall maintain the attendance particulars of the staff deputed every day and get certification from management representative concerned.
9. The contractor has to maintain Register of Wages, Muster Roll, ESI Contribution Register and all other Registers, Returns as per statutory requirements and the same shall be under the custody of BEML Management. In addition, the register of wages shall be in the format as prescribed by Contract Labour (Regulation and Abolition) Act 1970, Form –XVII, Form-22 under the Payment of

Wages Act, Form-7 under ESI Act and no column left blank except those of date of disbursement of Wages, Signature of Contractors and Management Representatives and Contract Personnel on the document.

10. Disbursement of wages, bonus will be made only through Bank Account of the respective staff as per the Bank Account nos. provided by them.
11. All taxes and levies applicable to be deposited by the contractor as per existing rules and regulations of central/state government and certificates of the same should be submitted to BEML Ltd. Any applicable taxes, shall be paid extra against documentary evidence at prevailing rates.
12. In case of violation of PF & ESI contribution, amount will be deducted from the monthly bill/security deposit of contractor & same will be deposited concern dept.
13. BEML will release the funds on monthly basis to the contractor only on submission of tax-invoice, challans of PF & ESI. All bills/invoices, challans, etc. should be submitted in original.

## **6. Penalty Clause**

1. Late disbursement of monthly wages/payment i.e. beyond 7<sup>th</sup> of every month to all contract employees (25nos.) under any circumstances will attract a penalty of 10% of the service charges per delayed day payable for that month.
2. Non-adherence to the statutory provisions viz. non-payment of EPF & ESI Contributions on time will attract the same penalty amount as mentioned above.

## **7. Scope of Work**

### **1. UNSKILLED JOB DESCRIPTION**

#### **(a) SECURITY PERSONNEL (NON-ARMED):**

All relevant job towards complete surveillance & security of establishment as per instructions of the Authority concerned, which includes : (a) to regulate the point of entry and exit round the clock to prevent entry of unauthorized persons, vehicles and unauthorized removal of any property from the premises of the establishment, (b) to man static points and patrolling beats, covering all and vulnerable areas, (c) to provide personal security to the Personnel of the office as and when desired, (d) to assist the office in prevention of loss by fire, (e) to co-ordinate with the Police Authority as and when desired with prior consent of the Office.

**(b) SAFAI KARAMCHARI** : All relevant jobs towards proper cleaning of the Premise which includes cleaning of official items, Sweeping, Sanitary cleaning etc. as instructed from time to time.

**(c) UNSKILLED LABOUR**: Unloading, unpacking, dusting and cleaning in service centre, stores, guest houses and company flats.

### **2. Semi –skilled Job Description**

**(a) SEMI-SKILLED LABOUR**: To support service and stores functions in service centre and stores.

### **3.Skilled Job Description**

**(a) SYSTEM ASSISTANTS:** Required in service centre, stores and R.O for data entry, generations of deliveries, excise invoices, MIS reports, GC updation, bin locations, excise duty gate pass, and all system related activities

**(b) COOKS:** Prepare meals for guests and officials at company guest houses.

**(c) CONTRACT DRIVERS**

1. Should possess VII STD pass certificate and a valid light motor vehicle driving license with minimum 03 years driving experience. Preferably within 45 years of age and ex-servicemen.
2. They should be polite with pleasing manners, co-operative and disciplined. Should work as per requirement including during holidays / odd hours and outstation duties as and when required.
3. Drivers should be in white uniform.
4. The list of drivers who will be deployed for BEML's duty and also that of substitutes in case of absence of the originally allotted driver should be furnished.

They should maintain logbook recording the distance covered and the places visited, the total mileage covered should be entered on daily basis (opening and closing meter readings) from office to office and other place of work.

1. Copies of the qualification, address proof, character and antecedent's certificate with the driving license should be submitted.
2. The list of eligible applicants should be forwarded to us for selection at our end.

### **8. ACCIDENT**

1. The company will not at any time be responsible for any injuries caused within BEML premises or at the place of work and all contract personnel shall be covered under ESI Act and PF Act from the very 1<sup>st</sup> day of the engagement.
2. The contractor will make proper arrangements for medical attention and treatment to the staff.
3. The Contractor shall observe the provision of all Acts and the Statutory Regulations as may be applicable to him and his employment and keep the Company indemnified.
4. In respect of disputes arising under this contract or connected, the court situated in Delhi alone shall have jurisdiction to entertain and adjudicate the matter.
5. All employees deployed at BEML Premises should get their ESI card within 30 days from their deployment failing to which will attract a penalty as per the penalty clause mentioned above.

### **9. ARBITRATION:**

1. Any dispute arising between BEML Ltd. and contractor shall be settled by arbitration in accordance with the Indian Arbitration & Conciliation Act and arbitration venue shall be New Delhi.



## **10. OTHER TERMS & CONDITIONS:**

1. The successful tenderer, before commencement of the Contract will have to furnish a Bank Guarantee for an amount equivalent to 10% of the contract value from any Nationalized Bank / Scheduled Commercial Bank having Branch at Delhi, to ensure safe operation of the contract. The Bank Guarantee should be valid up to 3 months AFTER EXPIRY OF THE CONTRACT covering the claim period. The Bank Guarantee will be returned to the contractors after successful completion of the contract. The Bank Guarantee will be encashed by BEML, if the performance of the contractor is not satisfactory or on account of violation of any terms and conditions of the contract
2. The Company shall be entitled to forfeit the whole or any part of the Security Deposit for any breach of the Contract. The Company shall also be entitled to recover any sum due to it by the contractor under the terms of the contract or on successful completion of the contract.
3. Quotation without EMD or insufficient EMD will be rejected outright, not applicable to MSMEs.
4. E-mail/Fax quotations will be summarily rejected.
5. BEML Ltd. reserves to itself, the right to accept or reject any tender either in full or part or to reject all tenders and it shall not be necessary for the company to assign any reason for its decision in this behalf.
6. Late tender and conditional tenders will be rejected. The Company does not bind itself to accept the lowest or any tender without citing any reason(s).
7. **PERIOD OF CONTRACT:** The contract shall remain in force for a period of **ONE YEAR** from the date of issuance of PO and commencement of the contract with an option for the company (BEML Ltd.) to extend it for further period of one year on the same terms and conditions with the mutual consent of BEML and the Contractor. Notwithstanding anything contained herein, the contract may be terminated by the company anytime by giving one month's notice in writing or without notice for breach of contract on part of the contractor, it being not obligatory to assign any cause or reason for such termination. The contractor shall not be entitled to claim any compensation or damages for such termination. The company shall also reserve the option to award parallel contract for the above job contract, if required.
8. The contractor has to comply with the various provisions contained in the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and all other statutory requirements.
9. **LICENCE:** The successful tenderers should submit valid license issued by the Competent Authority under Contract Labour(R&A) Act 1970, before commencement of job after receiving the Form V, on awarding of Contract. Contract will be deemed cancelled in case the required license is not produced within the period of 15 days and BEML Limited will have right to place the contract on other contractors as per its discretion at a later stage **at the risk and cost of the contractor** duly forfeiting the EMD from the successful Contractor, who has failed to produce the requisite licence within the prescribed time limit.

**11. Facilities to be provided to the Contract Labourers by the Contractor is as below.  
No extra amount will be paid for the same.**

- a. Uniforms, ID Cards and Shoes/Footwears for both male & female employees to be provided by the Contractor. Entry will not be allowed without Proper uniform, ID Card and footwear.
- b. Wherever essential/required, contract labourers to be provided with Gloves, Face mask etc.

**12. Other Points to note:**

- A. In case the contract labourers/staffs are deputed out of their place of deployment on local or out of station duty, local conveyance or out of station allowance along with travelling expenses should be paid by the contractor as an advance to them through their Bank Account with prior written permission from the company and such expenses will be reimbursed to the contractor on production of bills and expense reports in the prescribed format of the company. Service charges of such expenses as agreed will be paid to the contractor.
- B. The Contractor shall duly observe the provisions of the Contract Labour (R&A) Act-1970 and the rules there under and also the provisions of all other laws, including Industrial Dispute Act, Factories Act, Employees State Insurance Act, Employees Provident Fund and MP Act, Payment of Minimum Wages Act, Gratuity Act, Payment of Bonus Act as may be applicable to him and his employees and keep the Company(BEML) indemnified and harmless at all times in respect of breaches if any, of the said laws and against claims of his Employees on any account against the Company.
- C. The Labourers employed for executing the work in this contract shall be trained, healthy and able-bodied persons, capable of doing the work for which their services are intended. They shall be above 21 Years and preferably below 55 years of age, dutiful and obedient and execute the work assigned to them conscientiously and efficiently. They shall also punctually observe the work timings and the rules of Safety, Discipline and Conduct, while working within the precincts of the Company.
- D. The labourers are liable for verification of their character and antecedents. However, the Contractor should ensure supply of labourers with clean character and antecedents.
- E. In the event of the Contractor failing or neglecting to carry out the work as specified and as required by the Company (BEML Limited), the Company shall be entitled to recover damages from the contractor, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labourers and incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit OR any part thereof remaining to the Credit of the contractor and at its option also be entitled to terminate the contractor.
- F. Variation in manpower requirement, if any shall be intimated 15 days in advance and in case services of person/persons are not required, one week's advance notice shall be given by BEML to the contractor. However, BEML may increase or decrease the requirement of personnel any time during the period of contract.
- G. The requirement shown against each vacancy is only approximate and hence any reduction/increase thereof during the period of contract shall not vitiate the contract.

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**Tender No. 6300034748****Date: 02.11.2020****TECHNICAL BID (PRE-QUALIFICATION)**

1	Name of the Firm/Agency & Year of establishment.	
2	Address of the registered office.	
3	Address of the office in Delhi, if any.	
4	Type of firm?	Public/ Private/ Partnership Proprietorship
5	Name, Mobile no. & email id of the contact person.	
6	Minimum average annual financial turnover during last 3 financial years i.e. 2017-18, 2018-19 & 2019-20 ending on 31 <sup>st</sup> March, 2020 shouldn't be less than Rs. 45.00 lakhs.	Amount (Rs. _____ ) Please attach/upload relevant proof/Income Tax Docs/Any other Documents/Balance sheets/etc.
7	Minimum Experience in rendering similar service?	A. 07 Years B. More than 07 Years. (Proof/Supporting documents to be attached/uploaded)
8	Satisfactory work completion certificates of following value: a. Three similar completed works costing not less than Rs.60.00 lakh OR b. Two similar completed works costing not less than Rs.75.00 lakhs OR c. One similar completed works costing not less than Rs.1.20 Cr.	a) Yes b) No c) Please attach/upload Proof/Supporting documents.
9	EMD Amount of Rs. 3.00 lakhs.	A. Submitted (DD) B. Submitted (Online/NEFT/RTGS)- Proof to be attached/uploaded. C. Exempted (For MSMEs)
10	MSME Certificate	Please attach/upload.
11	Bank Solvency Certificate of Rs. 60.00 lakhs. (Copy to be uploaded)	A. Issuing Bank: B. Amount: C. Issuing Date (Not before six months):
12	A. EPF Code No. B. ESI Code No.	A. B.  Also attach/upload the documentary proof.
13	A. GST No. B. PAN No.	A. B. Also attach/upload the documentary proof.

14	Please indicate your license No. (Presently applicable in other Company) under Contract Labour (Regulation and Abolition) Act 1970 & the rules there under(A Photostat copy of the current license should be enclosed)	
15	Details of ongoing projects/service of similar nature performed/undergoing for FY 2019-20, 2018-19 & 2017-18.	POs/Work Orders to be uploaded online.
16	Undertaking for not being blacklisted/debarred from any Govt./Semi Govt./PSUs Organizations.	Undertaking on Company's letter head to be uploaded online.
17	All pages of this tender documents to be duly signed and stamped.	To be scanned and uploaded online on BEML SRM Portal.

**Tender No. 6300034748****Date: 02.11.2020****COMMERCIAL BID****(To be strictly uploaded in the BEML SRM Platform)****SERVICE CHARGES PER LABOURER FOR EACH WORKING DAY**

SL. NO.	DESCRIPTION OF CONTRACT LABOURERS (Column A)	CATEGORY OF CONTRACT LABOURER FOR PAYMENT (Column B)	NO. OF LABOURERS PRESENTLY REQUIRED (Column C)	SERVICE CHARGES PER PERSON PER WORKING DAY (In Rs.) excluding GST. (Column D)	SERVICE CHARGES FOR ADVANCES GIVEN TO STAFFS FOR LC/ TA&DA ON OUT STATION DUTY IN % OF EXPENSES (Column E)
<b>I. SKILLED / UNSKILLED LABOURERS</b>					
1	SECURITY GUARDS (NON-ARMED)	Unskilled	09	In Figures Rs. In Words Rupees:	%
2	SAFAI KARAMCHARIS	Unskilled	03	In Figures Rs. In Words Rupees:	%
3	UNSKILLED LABOUR	Unskilled	04	In Figures Rs. In Words Rupees:	%
4	SEMI-SKILLED LABOUR	Semi-skilled	02	In Figures Rs. In Words Rupees:	%
5	SYSTEM ASSISTANTS	Skilled	03	In Figures Rs. In Words Rupees:	%
6	DRIVERS	Skilled	02	In Figures Rs. In Words Rupees:	%
7	COOKS	Semi-Skilled	02	In Figures Rs. In Words Rupees:	%
		<b>TOTAL</b>	<b>25</b>	<b>Total Value (L-1 will be arrived on this basis)</b>	

**NOTE :** \*MINIMUM WAGES AS FIXED BY CENTRAL GOVERNMENT, STATUTORY PAYMENT TOWARDS EMPLOYER'S CONTRIBUTION FOR PROVIDENT FUND, ESI & ANNUAL BONUS(8.33%), SERVICE TAX AS APPLICABLE SHALL BE MADE GOOD BY BEML LIMITED. THE CONTRACTOR IS REQUIRED TO QUOTE SERVICE CHARGES PER LABOURER PER WORKING DAY.

- Price quoted should be excluding GST. The GST amount will be paid separately as applicable.
- L-1 Part will be arrived by the minimum quoted SERVICE CHARGES PER PERSON PER WORKING DAY as per **column D**.
- **Please enter price bid only on BEML SRM Portal, any price quoted here will lead to rejection of the bidder without any further notice.**

**Tender No. 6300034748**

**Date: 02.11.2020**

**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**

**:: 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: \_\_\_\_\_