

BEML LIMITED
(A Government of India Undertaking)
BEML Soudha, S.R. Nagar, Bangalore-560 027
(Corporate Materials)

TENDER NOTICE
Bid Invitation No : 6300037427 dtd 21.04.2022

Sub: Request for quotation for Supply of **Thur Dhal 1st Quality** to canteens at KGF & Bangalore Complexes (Price Contract for 6 months) - July 2022 to Dec 2022.

BEML Limited desires to enter into long term contract for Six Months for supply of **Thur Dhal 1st quality** for canteen with firm price for six months, supply tentatively from - July 2022 to Dec 2022.

Tender Closing date : **10.05.2022 Time : 14:00 Hrs**

The projected quantity is tentative and actual procurement will be indented every month or on need basis based on the consumption of **Thur Dhal 1st Quality** for 6 months is as follows:

Sl. No	Item	Unit	Bangalore Complex (Appr. Quantity)	KGF Complex EM Div. (Appr. Quantity)	KGF Complex H&P Div. (Appr. Quantity)	Total (Appr. Quantity)
1	Thur Dhal 1st Quality, free from broken dhal, husk, stones and other impurities (Cleaned Thur Dhal)	Kgs	9,000	12,000	5,200	26,200

To participate in this e-tender you should have a **Valid Class-III Digital Signature** issued by authorized Certifying Authority to submit your bid in our SRM e-Procurement system.

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963268/269.

For BEML LIMITED

Asst. General Manager
(Corporate Materials)

INSTRUCTIONS TO BIDDER

Sub: Request for quotation for Supply of Thur dhal 1st quality to canteens at KGF & Bangalore Complexes (Price Contract for 6 months) - July 2022 to Dec 2022.

Quotations through e-mode on BEML SRM platform is invited for supply of Thur Dhal 1st Quality to canteens at KGF & Bangalore Complexes in 3 parts

1. Part-A : Submission of Earnest Money Deposit (EMD) through online / Manual & Samples through Manual Mode.
2. Part-B : Submission of Technical Bid through SRM Platform.
3. Part-C: Submission of Commercial Bid through SRM Platform.

PART -A : SUBMISSION OF EARNEST MONEY DEPOSIT (EMD) AND SAMPLES

a) Earnest Money Deposit:

EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs.58,000/-** (Rupees Fifty Eight Thousand Only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore from any Nationalized / Commercial Bank. Bidders exempted from Earnest Money Deposit (EMD) shall submit valid exemption certificate from competent authority as pre 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 58,000/-**

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.58,000/-** (Rupees Fifty Eight Thousand Only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / online payment shall be submitted in Sealed envelope duly superscribing the Bid Invitation No. 6300037427 dtd 21.04.2022, Closing date 10.05.2022 Time 14:00 Hrs at the top of the envelope. The words "PRE-QUALIFICATION BID" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

Asst. General Manager (Corporate Materials)
BEML LIMITED., Room No.1
BEML SOUDHA, 23/1, 4th Main,
S.R. Nagar,
Bangalore - 560 027
KARNATAKA, India

Alternatively it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Note: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs. **58,000/-** will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened on closing date i.e 10.05.2022 @ 15.00hrs
- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

b) Supply of Samples for Approval.

You are requested to send the following sample in sealed bags for evaluation.

8 Kgs Thur Dhal 1st Quality, free from broken dhal, husk, stones and other impurities (Cleaned Thur Dhal) in a sealed polythene transparent bag by ATTACHING A SLIP TO THE POLYTHENE TRANSPARENT BAG WITH NAME OF FIRM. The 8 KGS polythene transparent bag should be plain not having any mark, make, identification etc., should only past a SLIP with name of the firm.

Sample as stated above are to be submitted on or before **10.05.2022** before 14:00 Hrs to The Asst. General Manager, BEML Ltd., Corporate Materials, Beml Soudha, No. 23/1, S. R. Nagar, Bangalore -560 027.

NOTE:

1. Technically qualified Bidders representatives shall be invited to witness the testing / cooking done by BEML Ltd., for evaluation / selection of samples.
2. The samples received for testing after physical verification, 5 Kgs of Thur dhal will be cooked and the remaining Thur dhal will be sealed by the committee members in the presence of bidders in 3 pkts each of 1 kg and retain the same at Bangalore Complex under the custody of Chairman (Technical Evaluation Committee) until finalization of the contract.

Commercial bids of those firms who qualify for the following parameters only will be opened.

Thur Dhal 1st Quality, free from broken dhal, husk, stones and other impurities (Cleaned Thur Dhal)

Physical verification for:

1. Non Availability of husk/stones/impurities/worms/foreign materials
2. Non Availability of Mixed Dhal
3. Uniform grain size
4. Appearance (Colour/Damp)

After cooking verification for:

Points/parameters for testing of samples after cooking under similar conditions are as follows:

1. Uniformly boiled or not
2. Taste
3. Stick/Non Stick
4. Appearance

Based on the above parameters the samples submitted by the firm will be selected by the sample selection committee which is final and binding on the firm.

PART-B : SUBMISSION OF TECHNICAL BID THROUGH SRM PLATFORM

Please upload the following documents in the collaboration folder in the system.

Scanned copy of the duly signed document in the format on your company letterhead to be submitted in the collaboration folder.

1. If we are successful bidder minimum lead time required for supply of item after placing Purchase Order will be _____ days. (Mention the number of days required)
2. We, accept the price contract for a period of six months with effect, tentatively from July 2022
3. We, accept payment terms i.e. 30 days credit after receipt and acceptance of the item.
4. Delivery: FOR Destination basis at KGF Complex, Kolar Gold Fields & Bangalore Complex, Bangalore.
5. The price is firm for a period of six months. Price quoted is on FOR Destination.

The tenderer is also required to upload the scanned copies of the following documents/details along with the tender failing which, his tender will not be considered.

Technical Criteria

Sl No	Criteria Details	Documents required to be uploaded in collaboration folder on SRM system in PDF format for evaluating the criteria *)
	Mandatory Document	
01	Brief details about the Firm / Agency	Please upload filled in format as per Enclosure-1
	Below mentioned documents to be uploaded	
02	The average annual Turnover for the last 3 financial years, i.e., 2018-19,2019-20, 2020-21 shall not be less than Rs 9 Lakhs.	Please upload Audited Balance sheet and profit & Loss account statements of last 3 financial years (i.e., 2018-19, 2019-20 and 2020-21)
03	Experience of having successfully supplied Groceries during last 2 Years ending last day of month previous to the one in which tenders are invited should be either of the following: a. Three orders for supply of Rice costing not less than Rs.12 Lakh Or b. Two orders for supply of Rice costing not less than Rs.15 Lakh Or c. One order for supply of Rice costing not less than Rs.21 Lakh	Documentary proof i.e. Purchase order / Work order along with Satisfactory supply certificate from the organization shall be uploaded in the c- folder.
04	Not banned/blacklisted/debarred from Trade by any Central / State Government Department / Autonomous Institutions or PSUs in India.	Undertaking document as per the Enclosure-2
05	An undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all the tender terms and conditions.	Undertaking document as per the Enclosure-3
06	Special Conditions arising out of implementation of GST Tax Indemnity clause	Enclosure-4 to be signed and uploaded

Sl No	Criteria Details	Documents required to be uploaded in collaboration folder on SRM system in PDF format for evaluating the criteria *)
07	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number & ii. GST Registration details/ Certificate (if applicable)	Please upload scanned copies of i. PAN Number GST Registration details/ Certificate
08	If the contract is awarded to you against above referred tender, then the brands which you will supply to be indicated in technical bid, so that same will be incorporated in the purchase order and material acceptance will be carried out accordingly.	Please indicate

*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.

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 the technical bid (under Part-B) or in the envelope at Part-A will be rejected.

Tenders of those tenderers who fulfill the Technical criteria mentioned above will only be considered. Incomplete/invalid tenders are liable for rejection and no correspondence will be entertained in case of rejection.

Non submission of required documents due to negligence or ignorance by the tenderer shall lead to disqualification of their tender. There shall be no claim whatsoever in this regard.

If any shortfall documents required, same will be sought from the bidders.

BEML reserves the right to have the option to go for third party Inspection / Certification for testing the samples supplied.

PART-C : SUBMISSION OF COMMERCIAL BID THROUGH SRM PLATFORM

Sl. No.	Description	Unit	Rate per Kg
1	Thur Dhal 1st Quality, free from broken dhal, husk, stones and other impurities (Cleaned Thur Dhal)	Kgs	Price to be quoted only on SRM

- a) Commercial Bid to be submitted through E-mode as per the format by clicking on **Item Data** tab. Bidder has to quote basic price, applicable GST in the item data column. Applicable GST can be selected from the dropdown box. In case any applicable GST are not available in the dropdown box, the same may be clearly mentioned along with % in the #bidders remarks#.
- b) Commercial bid of only technically accepted offers (as per Part-B and sample evaluation) will be opened subsequently.

Terms & Conditions:

1. Quantity indicated is tentative and it can vary on either side depending upon the requirement. No claim whatsoever may be made at a later date regarding the quantity variation. **This is unit rate contract only.** Items to be supplied against quantity specified in the Purchase Order placed on the successful bidder from time to time based on the actual requirement.
2. FAX / e-mail quotations are not acceptable and quotations will be rejected. Incomplete offers are also liable for rejection.
3. The quoted price / rate should be firm for six months. The quoted price/rate should be valid for acceptance of tender for a period of 60 days from the closing date of this tender.
4. Liquidated damages (LD) shall be applicable @ 0.50% per week and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order.
5. BEML Limited reserves the right to accept or reject any offer in part or full which shall be binding on the supplier.
6. **Division of Patronage :** The order will be placed on L1 & L2 firms on 60:40 ratio, if L2 firm accept L1 price. In case two or more firms are L1 for a particular item the order will be placed on both or more firms for the quantity which will be divided equally among the L1 firms.
7. The samples as stated above should be submitted to The Asst. General Manager, Room No.1, Corporate Materials Beml Soudha, No. 23/1, 4th Main, S.R.Nagar, Bangalore-560027. Please ensure that the samples are sent to the address as mentioned above on or before **10.05.2022** before 14:00 Hrs. Quotations submitted in the system without submission of samples as mentioned above will not be considered.
8. Remaining samples of unsuccessful bidders will be returned after finalization of contract.
9. Canvassing by tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for rejection.
10. **Price Bid Validity:** should be valid for 60 days from the date of tender opening. BEML may request the bidders to extend the bid validity for another period of 30 days or so depending on the requirement.
11. **Payment terms:** 100% payment on 30th day
12. **Supply:** FOR Destination basis at BEML Kolar Gold Fields and Bangalore, within 07 days from date of receipt of Purchase order.
13. **Performance Bank Guarantee:** The successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank authorised by RBI for an amount of 3% of the Contract value (without taxes) as per format enclosed within 15 days after award of the contract / from the date of Letter of Intent / PO whichever is earlier, for a period of seven months. **OR 3% of contract value deducted from 1st invoice and same will be refunded after completion of contract.**
14. **Contract Period:** Six Month from date of Contract.

15. **Risk Purchase Clause:** In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/en-cash of EMD/PBG.

General Terms & Conditions

1. ARBITRATION:

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 there under. 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.

2. 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.

3. 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

4. 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. 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 hereof. 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.

9 CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

10 NON-WAIVER OF DEFAULTS

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

11 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.

For BEML LIMITED

Asst. General Manager, (Corporate Materials)

General Data in respect of your Company (i.e., company profile).

Sl. No.	Description	To be Filled and/ or documents to be uploaded
1	Name of Bidder	
2	Company Address Telephone no: Contact Person Mobile No. e-mail ID.	
3	Bank account numbers with Banker's Name, Address & Contact Number:	Bank account number :- Bank Name :- Address :- IFSC code:
4	PAN Number	
5	GST Details	
6	Description of Business & Business background	

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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: _____

Undertaking

To:
The Asst. General Manager
(Corporate Materials),
M/s. BEML LTD
Bangalore-27

Dear Sir,

Having examined the Bid , 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 supply, Thur Dhal 1st Quality only as per tender document specification to Bangalore & KGF Canteens of BEML as per your schedule.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal:_____

**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.
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.
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.

Place:

Date:

for M/s.....
Signature

FORMAT OF PERFORMANCE

BANK GUARNATEE

Bank Guarantee No.....
Dated
Amount
Valid upto
Claim upto

The Asst. General Manager (...)
BEML Limited
.....
.....

M/s(Name of the Firm) having their office atand its
Registered office at(hereinafter called the Service
Provider) has entered into an agreement No:..... (hereinafter called the said
agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under
mentioned Contract-----
----- on
the terms and conditions in the said agreement.

In terms of the said agreement the Service Provider is required to and has agreed to furnish to the
company a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards security for the due
and faithful performance of the terms of the said agreement and against any loss ordamage caused to
or would be caused to or suffered by the company by reason of any breach by the said Service
Provider of any of the terms or conditions contained in the said agreement.

(Name of the BANK) having its office at has
agreed at the request of the Service Provider to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this
Guarantee without any demur or protest merely on a demand from the company in writing stating
that the amount due by way of any loss or damage caused to or would be caused to or suffered by
the company by reasons of any breach by the said contractor(s) of any of the terms & conditions
contained in the said agreement or by reason of the said contractor’s failure to perform the said
agreement. Any such demand made on the Bank by the company shall be conclusive as regards the
amount due and payable by the Bank under this Guarantee upto**xx/xx/xxxx (date)** or the extended
period if any. However, our liability under this Guarantee shall be restricted to an amount not
exceeding Rs..... (Rupees..... only). Any change or variation in the constitution of the
company shall not discharge the Bank from its liability to pay the amount under this Guarantee.

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full
force and effect during the period that would be taken for the performance of the said agreement and
that it shall continue to be enforceable till all the dues of the company or by virtue of the said
agreement have been fully paid and its claims satisfied or discharged or till the company certifies
that the terms and conditions of the said agreement have been fully and properly carried out by the
said contractor(s).

Unless a demand or claim under this Guarantee is made on us in writing on or before **xx/xx/xxxx
(date)** or the extended period if any, we shall be discharged from all liability under this Guarantee
thereafter.

We, (Name of the BANK) further agree with the company that the company shall have the fullest
liberty without our consent and without affecting in any manner our obligations hereunder to vary
any of the terms and conditions of the said agreement or to extend the time of performance by the
said contractor(s) from time to time or to postpone from any time or from time to time any of the
powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any
of the terms & conditions relating to the said agreement and we shall not be relieved from our
liability by reason of any such variation or extension being granted to the said contractor(s) or by

any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

This Guarantee is effective from **xx/xx/xxxx (date) to xx/xx/xxxx (date)** or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of the Company.

This Guarantee will remain valid for a period of 6 months from **xx/xx/xxxx (date) to xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rs..... (Rupees..... only) in aggregate and it shall remain in full force upto **xx/xx/xxxx (date)** unless extended. Any claim under this Guarantee must be received by us on or before **xx/xx/xxxx (date)** or the extended period and if no such claim is received by us within **xx/xx/xxxx (date)** or the extended period. Company's right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date :

Place :