



# BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA " 23/1, 4<sup>TH</sup> Main, S.R. Nagar, Bangalore 560027

Phone : 080 22963179 / 22963315. FAX: 080 22963283.

CST: 00257382, KST: 00207380, TIN: 29040051691

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**Tender Ref: CM/Wildcard Certificate/2019-20**

**Date: 13.09.2019**

## TENDER DOCUMENT

### **Sub: Request for quotation for issue of Wildcard Certificate**

BEML intends to procure GeoTrust True Business ID Wildcard SSL (Secure Socket Layer) Certificate to secure and encrypt all the information pertaining to its **Domain Name \*.beml.co.in** along with unlimited sub-domains with 02 years validity.

You are required to submit the bid in three parts viz **Pre Qualification Bid, Technical bid and Commercial Bid** through Manual mode.

You are requested to submit the both Technical & Commercial bid in separate cover with tender reference as mentioned below:

**Bids should be submitted on or before 1400 hrs on 30.09.2019 at the address provided.**

- I. Part A: PRE QUALIFICATION BID - Submission of EARNEST MONEY DEPOSIT (EMD):** EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs. 1300/-** (Rupees One Thousand Three Hundred only) drawn in favor of BEML Ltd, Bangalore, payable at Bangalore.

Bidder's exempted from EMD shall submit exemption certificate from competent authority.

The above said **EMD in the form of Demand Drafts (DDs) / Banker's Cheque OR EMD exemption certificate/document** shall be submitted in sealed envelope duly superscribing the **Tender Ref: CM/Wildcard Certificate/2019-20 dated 13.09.2019, Closing date 30.09.2019 and 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.

The envelop should be submitted in the office of the **General Manager, Corporate Materials, BEML Ltd, Room No. 2, BEML Soudha, No. 23/1, 4th Main, SR Nagar, Bangalore-560 027** on or before the closing date and time.

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- a) Quotation submitted without submission of EMD/EMD Exemption certificate will not be considered and will be rejected.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs.1300/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of the unsuccessful bidder will be returned after finalization of the contract.
- e) EMD of the successful bidder will be returned after completion of work.
- f) EMD does not carry any interest on return.
- g) EMD will be forfeited if any firm withdraws their tender submitted or refuses to supply.
- h) Technical bids will be opened first subject to receipt of original DD towards EMD /EMD Exemption certificate as PRE QUALIFICATION BID.**

## II. **Part B: TECHNICAL BID** :The Following information to be filled & submitted.

Sl. No.	Criteria Details	To be Filled and/ or documents to be submitted
1	Brief Details about the Firm	Please submit the filled-in format as per <b>Annexure - A.</b>
2	The bidder must possess all valid certificates as mentioned below and should submitted copies of the same:  i. PAN Number ii. GST Registration details/ Certificate	Please submit scanned copies of  i. PAN Number ii. GST Registration details/ Certificate
3	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	<b>Annexure - B</b> to be signed and submitted.
4	Details of similar wildcard certificate issued by the firm during the last two years with value.	Please submit the copy of a purchase order

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5	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	<b>Annexure – C</b> to be signed and submitted.
6	Special Conditions arising out of implementation of GST Tax Indemnity clause	<b>Annexure – D</b> to be signed and submitted.
7	Bidder has to fill & submit the compliance sheet as part of the technical bid.	Filled <b>Annexure – E</b> to be submitted

The above said **Technical Bid** shall be submitted in Sealed envelope duly superscribing the **Tender Ref: CM/Wildcard Certificate/2019-20 dated 13.09.2019, Closing date 30.09.2019 and Time 14:00 Hrs** at the top of the envelope. The words “**TECHNICAL 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.

- III. PART C – COMMERCIAL BID** : Commercial bids of only technically qualified firms will be opened. Incomplete / invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

The basic price & applicable GST shall be indicated separately.

Slno	Description	Qty in No.	Basic Price in Rs.	GST %	GST value in Rs.	Total Value in Rs.
1	<b>GeoTrust True Business ID Wildcard SSL Certificate</b>	1				

The above said **Price Bid** shall be submitted in Sealed envelope duly superscribing the **Tender Ref: CM/Wildcard Certificate/2019-20 dated 13.09.2019, Closing date 30.09.2019 and Time 14:00 Hrs** at the top of the envelope. The words “**COMMERCIAL 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.



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Above 2 envelops (Technical & Commercial Bids) should be put in 3<sup>rd</sup> envelop duly superscribing the Tender Ref: **CM/Wildcard Certificate/2019-20 dated 13.09.2019, Closing date 30.09.2019 and Time 14:00 Hrs** at the top of envelop. The words **“TECHNICAL & COMMERCIAL BIDS”** shall also be written on the top of this envelop. The name and address of the bidder shall also be printed or written on the left corner of the envelop.

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

General Manager (Corporate Materials)

**BEML LIMITED.**, Room No.2

BEML SOUDHA, 23/1, 4<sup>th</sup> 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.2, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

Please ensure that no price details are mentioned in the technical bid (Part A). **Offers with price details in the Technical Bid will be rejected**

## **IV. Other Terms & Conditions:**

1. The quotation should be complete in all respects and free from ambiguity.
2. Price should be quoted in Indian Rupees only.
3. FAX/EMAIL quotations not accepted.
4. **Payment** will be made on 60<sup>th</sup> day from the date of receipt & acceptance of certificate.
5. **Delivery Terms:** FOR BEML, to be delivered to BEML Ltd, BEML Soudha, S.R. Nagar, Bangalore, **within 2 weeks from date of PO.**
6. **Validity:** 90 days from the date of opening of the tender.
7. **Liquidated Damages:** If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order.
8. BEML Ltd need not necessarily accept the lowest offer.

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9. **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/encash of EMD.
  10. Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
  11. Incomplete offers are liable for rejection.
  12. Offers not confirming to the above terms are liable to be ignored.
  13. BEML reserves the right to accept or reject any bid in part or full without assigning any reason which shall be binding on the bidder.

## V. GENERAL TERMS & CONDITIONS:

### (i) ARBITRATION :

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

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

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(ii) **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.

(iii) **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.

(iv) **INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be

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obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

(v) **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, the supplier shall be liable for any loss which BEML may sustain on that account. 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.

(vi) **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.

(vii) **DRAWINGS AND DOCUMENTS:**

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties,

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including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

(viii) **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

(ix) **DURING ARBITRATION**

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

(x) **PROGRESS REPORT:**

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

(xi) **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.



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(xii) **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.

(xiii) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

(xiv) **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.



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**Annexure - A**

## DETAILS TO BE FILLED SUBMITTED BY THE PARTICIPATING FIRM

Sl. No.	Description	Details to be filled/submitted
1	Name of the Firm & Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email ID	
2	Bank Details like Bank account numbers & IFSC code with Banker's Name, Address & Contact No.:	Bank account numbers :- IFSC Code: Banker's Name :- Address :- Contact Number :-

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

Signature with date of Authorized signatory

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

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

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



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**Annexure - B**

## 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: \_\_\_\_\_



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Annexure - C

## Undertaking

To:

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

Dear Sir,

Having examined the tender ref: **CM/Wildcard Certificate/2019-20 dated 13.09.2019**, the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

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

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

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



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**Annexure - D**

## **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.

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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.



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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

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Annexure – E

## BIDDER HAS TO FILL THE FOLLOWING COMPLIANCE SHEET AS PART OF THE TECHNICAL BID

Sl. No.	Criteria Details	To be Filled and/ or documents to be submitted	Compliance (Yes / No)
1	Brief Details about the Firm	Please submit the filled-in & signed format as per <b>Annexure - A.</b>	
2	The bidder must possess all valid certificates as mentioned below and should submitted copies of the same:  i. PAN Number ii. GST Registration details/ Certificate	Please submit scanned copies of  i. PAN Number ii. GST Registration details/ Certificate	
3	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Please submit the filled-in & signed format as per <b>Annexure – B.</b>	
4	Details of similar wildcard certificate issued by the firm during the last two years with value.	Please submit the copy of a purchase order	
5	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	Please submit the signed <b>Annexure – C</b> to be signed and submitted.	
6	Special Conditions arising out of implementation of GST Tax Indemnity clause	<b>Annexure – D</b> to be signed and submitted.	
7	Bidder has to fill & submit the compliance sheet as part of the technical bid.	Filled <b>Annexure – E</b> to be submitted	