

TENDER No: 6300031739

Date: 10.02.2020

TENDER DOCUMENTS

Request for Quotation for Providing GST Compliance Solution for implementation of e-invoicing, e-way bill and Input tax credit (ITC) Reconciliation in BEML Ltd.,

Last date for submission of the bid is 25.02.2020 before 14:00hrs

For BEML Limited,

Asst. General Manager
Corporate Materials

**BEML Limited,
Corporate Office,
BEML Soudha, 23/1, 4th Main, SR Nagar,
Bangalore – 560027**

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Introduction

General Information

BEML LTD is a leading public sector undertaking under the Ministry of Defence manufacturing a wide range of mining, earthmoving, railways and defense truck & equipment.

BEML LTD has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore.

1. Bid Submission Process

You are required to submit your bid in three parts viz. **Pre-Qualification bid, Technical bid and Commercial bid**. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website (http://www.bemlindia.in/tender_hq.php).

Note: To participate in this e-tender you should have Valid Class 3 digital signature.

Vendors willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

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. 080-22963269/141.

PRE-BID MEETING

A pre-bid meeting will be conducted at 11:00 AM on 17.02.2020 at BEML Soudha, 23/1, 4th main, SR Nagar, Bangalore-560027. Queries, if any, shall be sent to Asst. General Manager – Corporate Materials (purchase@purchase.beml.co.in) to reach us on or before 16.02.2020 by 02.00 pm. The queries of the firms on issues related to tender will be clarified during the pre-bid meeting. The bidder or its authorized representative shall confirm their participation in advance. Non- attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder.

The last date for submission of the bid is on or before 25.02.2020 @ 14.00hrs.

This Tender consisting of three parts:

Part - A	Part A – Pre-Qualification Bid i.e. Submission of EMD (Earnest Money Deposit) through manual Mode/ other modes (as detailed below)
Part - B	Technical Bid i.e. Submission of Technical Bid through e-mode on BEML SRM system
Part - C	Commercial Bid i.e. Submission of Price Bid through e-mode on BEML SRM system

Part A – Pre-Qualification Bid i.e. Submission of EMD (Earnest Money Deposit) through manual Mode/ other modes (as detailed below)

EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE : Rupees 1Lakh

Every bidder shall deposit an amount of Rupees 1 Lakh as Earnest Money Deposit with BEML Limited through any of the following mode before the tender closing date indicated in the tender document:

- (i) Account Payee Demand Draft / Banker's Cheque drawn in favour of BEML Limited, payable at Bangalore from any of the commercial bank (OR)
- (ii) An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser in the prescribed format having a validity period of bid validity + 45 days from the date of opening of Tender.

(OR)

- (iii) NEFT / RTGS in favour of BEML Limited. (Division Bank A/c details and IFSC)
- (iv) The Earnest Money Deposit / Bid Guarantee shall remain deposited with the Purchaser for the period of bid validity + 45 days from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit / Bank Guarantee duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

Note:

- (a) The above said Demand Draft DD / Banker's Cheques on scheduled banks shall be submitted in Sealed envelope duly superscribing the Bid Invitation No. **6300031739** dated 10.02.2020, Closing date 25.02.2020 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.
- (b) 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.2
BEML SOUDHA, 23/1, 4th Main,
S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India
- (c) Alternatively it can also be dropped in the Tender Box which is kept in Room No.2, Ground Floor, BEML Soudha, SR Nagar, Bangalore-560027.

- (d) 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/ Tender Fee.
 - 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 1,00,000/-.
- (e) 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	

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

- (f) No interest will be payable by the Purchaser on the EMD / Bid Guarantee.
- (g) The Earnest Money / Bid Guarantee deposited is liable to be forfeited (encashed in case of BG) if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.
- (h) EMD / Bid guarantee of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to the successful bidder.
- (i) EMD / Bid guarantee of the successful bidder will be converted as part of security deposits and the balance amount of security deposits should be met by the bidder as per the contract / agreement conditions.
- (j) Offers not accompanied by Earnest Money as stipulated and for the amount as mentioned therein and for the stipulated period (in case of Bid guarantee) shall be summarily rejected.
- (k) EXEMPTION OF EMD: Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD.
 - I. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

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

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

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

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate/ Online payment 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. 1,00,000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technically disqualified bidder's will be returned. EMD of successful bidder will be released after completion of Tender formalities.
- 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 / NSIC certificate,/ MSME Certificate/ Online payment (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, superscribing 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. **25.02.2020 @ 15.00hrs**
- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

PART B – Submission of Technical Bid (Through e-mode on BEML SRM System)

Please upload the following documents in the Collaboration Folder in the system as part of Technical Bid.

SCOPE OF WORK

- a) For the GST statutory compliance, BEML Ltd is looking for Application Service Provider (ASP) for Implementation of the E-Invoicing & E -Way Bill Solution along with the ITC Reconciliation and Returns Filing Facilities.
- b) The GST Compliance solution should interface with our ERP for secured data exchange with GSTN, E way bill portal and IRP
- c) The GST Compliance solution should be able to generate E Invoice from IRP based on the Invoice generated in our ERP. IRN number and QR code generated by IRP Portal of GST should be mapped against original invoice in ERP.
- d) The GST Compliance solution should enable printing of QR code on the invoice in our ERP.
- e) The GST Compliance solution should be able to generate E way bill from the E way bill portal for the Invoice generated in our ERP. The E way bill details are to be updated in our ERP.
- f) Compliance solution should facilitate the Users to Cancel the E-Invoices / E-Waybill within the Timeframe as Stipulated by the GST Portal
- g) The GST Compliance solution should be able to file various returns that are to be periodically filed with the Goods and Service Tax Network (GSTN) as part of statutory compliance under the Goods and Service Tax (GST) regime.
- h) The GST Compliance Solution should facilitate reconciliation of input tax credit with GSTR-2A/Anx-2 providing multiple matching criteria. Should also enable follow up with vendors for correction where required and quantification of eligible input credits and assistance in availing and claiming accurate credits.
- i) Product should not enforce any direct postings/updates to ERP.

Implementation

- a) The ASP should suggest field changes required in the current invoice format based on the field requirements as per IRP
- b) GST Compliance Solution implementation includes testing which shall be done onsite. Testing includes Test checking the documentation generated and provide comments whether mandatory and recommendatory fields are correctly getting populated;

- c) All deputed resources should be the in the roll of the service provider and any Sub-contracting of the job is not acceptable
- d) ASP should conduct a Functional workshop for BEML Ltd.'s team to understand the new functionalities available in the GST system. Workshops should be conducted with the core team identified by BEML Ltd. Approval should be taken before Proceeding with the subsequent project activities
- e) ASP should propose mechanism for recording, reporting and tracking till closure of all issues uncovered during testing by both teams. Use of Solution Manager for this purpose should be explored as the first option
- f) Development should be configured first. After successful unit and system testing, Quality should be configured. Finally, Production system should be configured
- g) ASP should identify the processes and functions for assessment of impact of the implementation on current business processes and help BEML Ltd, team to take decisions on redesign of identified processes if required to complete the total system operating and reporting cycle in ERP as well in GST Portal back and forth
- h) ASP should assist BEML Ltd team in development of strategy for unit and integration testing

Time Line: Implementation date should be 15 days prior to the date notified by GSTN for go live for E-Invoice. Annual Maintenance Contract will start from the date when the E-Invoice facility go live as notified by GSTN.

Training: Necessary training should be imparted to the key users / core team members for effective sustenance of GST operations in BEML Ltd

Any changes as notified by GST Council from time to time should be incorporated by the ASP

Data archival & retrieval: Data archival and retrieval for minimum period of 8 years as per Government regulations

ELIGIBILITY CRITERIA

Sl No	Criteria Details	Documents required to be uploaded in Collaboration folder of SRM system
I.	For the Service Provider	
1	Brief Details about the Firm	Please upload filled-in format as per Annexure - A.
2	Not banned / blacklisted /debarred from Trade by any Central / State Government department / Autonomous Institutions or PSU's in India.	Please upload the Undertaking document as per the Annexure 'B'
3	An undertaking has to be submitted by the bidders stating that they have read, understood and are agreeing to all the tender terms and conditions.	Please upload the Undertaking Document as per the Annexure 'C'
4	Special Conditions arising out of implementation of GST	Please upload the Annexure-D
5	The Bidder shall have done minimum of 3 GST implementation for Manufacturing companies with turnover more than Rs. 500 Crore.	Please upload supporting / necessary document.
II	GST Compliance Solution	
1	The Solution should enable creation and cancellation of E-invoice, automatic generation of IRN with QR code, e-way bill number and update the same in our ERP data base	Please upload supporting / necessary document.
2	The Solution should have provision for printing of e-invoice along with IRN and QR code and E Way Bill No from our ERP	Please upload supporting / necessary document.
3	The Solution should facilitate reports on e-invoices/e-way bill generated, invoices pending for generation of e-invoice/e-way bill, validity of e-way bill, cancelled invoices, outward and inward supply details for filing returns.	Please upload supporting / necessary document.
4	The Solution should facilitate filing of GST returns directly to GSTN portal	Please upload supporting / necessary document.
5	The Solution should facilitate reconciliation of input tax credit with GSTR-2A/Anx-2 providing multiple matching criteria.	Please upload supporting / necessary document.
6	The Solution should provide detailed report on input tax credit matching with status (i.e. Matched, Unmatched, partially matched, etc.,)	Please upload supporting / necessary document.
7	The Solution should provide multiple log on facility for all our GST registrations/users.	Please upload supporting / necessary document.
8	The Solution should be capable of handling not less than 5,00,000 sales and purchases per annum	Please upload supporting / necessary document.
9	The solution should enable customisation of reports to the requirement of the Company	Please upload supporting / necessary document.
10	The data imported / exported for matching and reconciliation etc is to be stored at a secured platform with applicable security control in place with data privacy	Please upload supporting / necessary document.
11	The solution Should have Configurable options for company code, business place as well as client-specific business data identifiers relevant to GST	Please upload supporting / necessary document.

The following documents duly signed with company seal are to be scanned and uploaded in the collaboration folder:

1. General Data in respect of your company as per Annexure 'A'
2. Undertaking as per Annexure 'B'
3. Undertaking as per Annexure 'C'
4. Special conditions arising out of implementation of GST as per Annexure-'D'

Note:

1. Technical bid will be opened first subject to compliance of Part-A pre qualification i.e., receipt of original DD/Exemption Certificate/ Online payment for EMD.
2. The bidders must ensure that all the Mandatory clauses indicated in the tender document are fulfilled by them and all necessary documents are uploaded on SRM platform with signature and seal of the bidders.
3. The bidders must ensure that the documentary proofs required to substantiate the clauses as above are provided and uploaded with signature and seal of the bidders, without which the bid is liable to be rejected without any reference to the bidder.
4. All 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.
5. Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder). Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.

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

Commercial Bid: Price bid to be submitted as per the format by clicking on **Item Data** tab in SRM.

Please enter the prices in item data in the system against each item. Applicable GST details or any other commercial details may be entered under bidder's remarks against each item.

Bidder has to quote the basic price and 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 the % in the #Bidders remarks#.

The Commercial bids of only technically qualified bidders approved by BEML Limited shall be opened subsequently.

<i>Sl. No.</i>	<i>Description</i>	<i>Amount (All inclusive price but exclusive of GST as applicable **) in INR</i>
1	Implementation Cost * as per the of Scope of work inclusive of all expenses but excluding GST as applicable.	
2	Annual Maintenance (Lump sum) Charges* as per the of Scope of work (inclusive of all expenses but excluding GST as applicable.	
<p>* Note: Price mentioned in 1 & 2 shall be firm for the contract duration, if any, to complete the scope of work, and inclusive of all travel, boarding & lodging and out of pocket expenses, any payment towards third party charges, and the cost of any other item / services, which are considered necessary for completion of the job etc., The Company shall not pay/ reimburse any amount other than quoted price on any account.</p>		
<p>** GST as applicable from time to time shall be payable extra and the same should not be included in the bid price. (Applicable rate of GST is to be entered in the Bidder's remarks)</p>		

BID OPENING

Technical Bid will be opened and the bidders will be called for providing a product demo.

Based on the evaluation of the Technical Bid and the product demo, the bidders whose solution is matching with the technical requirements will be technically qualified.

Price Bid of those technically qualified bidders will only be opened. Price bid shall be evaluated on L1 basis.

TERMS AND CONDITIONS:

PAYMENT TERMS

Implementation Cost

The successful bidder will raise invoice for 90% of the implementation cost after successful completion of implementation of solution and balance 10% invoice will be raised after completion of the contract period.

Annual Maintenance Contract

The successful bidder will raise invoice for 90% of the AMC on quarterly basis after completion of every quarter and balance 10% invoice will be raised after completion of the contract period.

The payment will be released by Corporate Finance Dept. of the Company based on tax invoice raised and duly certified by the user department.

Tax invoices, indicating the GST Registration No., PAN No., & RTGS details, for the above services may be raised on the following address

Asst. General Manager
M/s BEML Limited,
Corporate Materials
BEML Soudha, 23/1, 4th Main Road,
Sampangiram Nagar
Bengaluru – 560027

DURATION OF THE CONTRACT: The “annual maintenance contract is valid for a period of 12 months from the date of Go-Live and the same will be extended, for two more terms of 12 months each, on completion of each term, at the discretion of the Company after with mutual discussions and based on satisfactory performance

DELIVERY

The ASP should supply the solution and start installation at BEML Ltd., No.23/1, BEML Soudha, 4th Main Road, S. R. Nagar, Bangalore -27 within 15 days from the date of purchase order.

Implementation should be completed 15 days prior to the date notified by GSTN for go live for E-Invoice.

User training is also required to be completed within 15 days from set-up / installation of solution for all the BEML registration in India

Annual Maintenance Contract will start from the date when the E-Invoice facility go live as notified by GSTN for a period of 12 months.

PERFORMANCE BANK GUARANTEE: Successful bidder is required to submit Performance Bank Guarantee for 10% of the Basic Purchase Order (PO) value drawn from Public Sector Bank Valid till six months after the expiry of the contract from the date of PO to be submitted within 30 days of placement of PO.

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/PBG.

LIQUIDATED DAMAGES (LD): LD Shall be applicable at 0.5% (excluding taxes) per week or part thereof, up to a maximum of 5.0% (excluding taxes) of the total value for delayed supplies beyond the delivery date.

NON-DISCLOSURE AND INFORMATION OBLIGATIONS

The tax consultant/advocate if the empanelled shall not reveal confidential information to its own employees not involved with the contact & its execution and delivery or to third parties. The tax consultant/advocate shall not be entitled to use the BEML's name in advertisements and other commercial publications without prior written permission from BEML.

The Company reserves the right to reject & accept any EOI and to annul the and reject all EOIs at any time prior to empanelment, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for such action.

Jurisdiction: No legal proceeding to enforce any claim and no suit arising out of this contract shall be instituted except in a court of competent jurisdiction located in Bangalore, Karnataka.

Non performance clause: In case of non performance of the order, if placed on you, BEML will have an option of alternate procurement action at your risk & cost apart from forfeiture EMD.

Right of Buyer: BEML reserves the right to partially or totally accept or reject any/all bids placed in the Tender Notice without assigning any reason whatsoever.

Termination: In the event of any breach by the bidders of any condition herein or in the General Terms and Conditions of Purchase of BEML or in the event of any misconduct on the part of the bidders or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.

BEML Ltd need not necessarily accepted the lowest offer.

Offers not confirming to the above terms and conditions are liable to be ignored.

BEML Ltd., reserves its right to reject any incomplete bid submitted

BEML Ltd., reserves the right to verify in its sole discretion, any information give by the bidders independently or through third party agencies. During this process if it is found that nay information given by the bidder is false/misleading, offers of such bidders would be out rightly rejected.

BEML's decision is final for evaluation of the offers.

In case any person, company from association having any litigations, arbitration between themselves and BEML Ltd., pending before the court/arbitration or initiated litigations / arbitration in connection with any contract /tender issued by BEML Ltd., and any contractor has defaulted against BEML's orders are not eligible to participate in this tender.

Bidders are requested to put page numbers and sign in all the documents which are uploaded in the SRM portal.

Commercial bid of only those bidders who are adjudged qualified by BEML Ltd., shall be opened for further processing.

Fall clause:

- 1) The prices charged for the stores supplied under this PO by the supplier shall in no event exceed the lowest price at which the supplier sells the

stores of identical description to any other BEML office / division during the pendency of this purchase order.

- 2) If at any time, during the said period, the supplier reduces the sale price of such stores or sells such stores to any other BEML Office / division at the price lower than the price chargeable under this PO and the price payable under this PO for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced.
- 3) The supplier shall furnish to the consigned / paying authority concerned for this PO the following certificate under along with the invoice for the supplies effected under this PO "I/We certify that the stores of description identical to the stores supplied to the consignee concerned under this PO have not been sold by me / us to any other BEML office / Division from the commencement of the contract up to the period of completion of delivery at a price lower than the price charged to the consignee concerned of this PO"

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.

Annexure –‘A’

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 Name :- Address :- Bank account number :- IFSC code:
4	Cancellation of Cheque	Scan copy through SRM Platform
5	PAN Number	
6	GST Number	
7	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: _____

Annexure-‘C’

UNDERTAKING

To:

The Asst.General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid # **6300031739** dated 10.02.2020 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: _____

**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:

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____