

BEML LIMITED

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

Mysore Complex, Belavadi Post, Mysore-570018

Phone: 0821 2400277/223 Email: zmnc@beml.co.in/ymn@beml.co.in

Bid Invitation No: ZMN/1500HP ENGINE_POWERPACK/2021-22

TENDER DOCUMENT

Request for Quotation for

**Engaging of Powerpack (Engine+Transmission)
Expert/Consultant for Development of 1500 HP Engine and
Integration with Transmission on Armored Fighting Vehicle**

**BEML Limited,
Mysore Complex, Belavadi Post
Mysuru – 570018**

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BEML Limited invites tenders from individuals having extensive expertise in design & development of Powerpack (Engine+Transmission) for Development of 1500 HP engine and Integration with Transmission on Armored Fighting Vehicle, in Two bid system through sealed covers per the scope of work as specified in this document. The bids are to be sent to D.G.M – Materials, Mysore Complex, Belavadi Post, Mysuru-570018 and should reach us on or before **26.10.2021 by 14:00 Hrs.** The technical bid will be opened on same day at 14:30 Hrs. Technical and price bids to be sent in two separate sealed covers and both sealed covers to be put in third sealed cover and on the top cover tender reference along with due date of tender to be mentioned.

Introduction:

BEML Limited was established in May 1964 as a Public Sector Undertaking and plays a pivotal role serving India's core sectors such as Defence, Rail, Power, Mining and Infrastructure. The manufacturing units located at Bangalore, Kolar Gold Fields (KGF), Mysore and Palakkad along with all India Sales & Service network and backed up by a strong R&D base. For more details please visit www.bemlindia.in.

Project background:

BEML, in association with CVRDE, has taken on the development of a 1500hp, 12V, 25Ltr capacity diesel engine for use within an Armored Fighting Vehicle (AFV), to meet Indian Military requirements.

BEML has hired M/s RICARDO, UK for Design & development activities, supplier selection and technical support throughout the duration of the Project. BEML shall manufacture & test the engine and supply to CVRDE for field trials. Consultant shall work jointly with BEML, RICARDO & CVRDE.

Engine design initiated from the scratch by RICARDO, Parts are sourced & developed by BEML. An Initial manufacture run of 20 prototype engines is planned to prove out (test bed and field trials).

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PRE- QUALIFICATION CRITERIA:

Description of Contract	Engaging of Powerpack (Engine+Transmission) Expert/ Consultant for Development of 1500 HP engine and Integration with Transmission on Armored Fighting Vehicle
EMD	<p>Bidder should attach proof of online payment before Tender Closing Date by NEFT/RTGS for Rs 60,000.00 (Rs Sixty Thousand only) in favor of M/s BEML Limited, Mysore Complex along with tender towards Earnest Money Deposit. Please make use of the following bank Details:</p> <p>ACCOUNT NAME: BEML LIMITED ACCOUNT NO: 10562407488 ISFC CODE: SBIN0003130 BANK NAME: STATE BANK OF INDIA, MYSORE, MAIN BRANCH SWIFT CODE: SBININBBM08</p> <p>For EMD remitted digitally, firm shall indicate remittance details along with pre-qualification document.</p>
Pre-Qualification criteria	<p>a) It is mandatory that EMD amount should be remitted before the Tender Closing Date.</p> <p>b) In case of Firm claiming Exemption for EMD amount under MSME category (only Micro/Small), they should submit MSME Certificate mentioning the Bid Reference & Closing Date and reach us before the Bid Closing Date.</p> <p>c) Failure to submit the above (Sl No. "a" or "b") will result in rejection of BID and no Correspondence will be entertained.</p>
Mode and Nature of Tendering	Two Bid system (Technical & Commercial) through sealed cover
Last date & time for submission of Technical & Commercial Bids	26.10.2021 up to 14:00 Hrs
Date & time of opening of Technical Bid	26.10.2021 up to 14:30 Hrs
Date & time of opening of Commercial Bid	Will be intimated later

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For eligibility criteria and details, please visit website www.bemlindia.in or contact office address, Dy. General Manager (Materials) or Deputy General Manager (Project Manager-1500hp Engine), BEML Limited, Belavadi Post, Mysore – 570 018.

Scope of work:

The Expert will be required to work & advice BEML R&D team on the following projects / tasks and ensure that the results are achieved.

Development of 1500 HP Engine:

Powerpack expert is required to advice BEML R&D team on following aspects of the project:

- i) Advice & review on Engine design, given by design consultant (M/s RICARDO) in line with CVRDE's concept design / requirement.
- ii) Technical advice on Sourcing & developing of engine critical components and imported parts.
- iii) Technical Co-ordination with Design Consultant (M/s RICARDO) & CVRDE, for important/critical clarifications.
- iv) Review & advice on Engine and Transmission integration of AFV & support for Field trials.
- v) Guidance to 1500 hp Project handling in technical and liaison with CVRDE for project co-ordination.

Responsibility of BEML Limited:

1. BEML will provide access to current systems and processes as well as any other historical data if any,
2. BEML will provide required information / response sought by the Expert within reasonable time, wherever data and information are available with BEML.
3. BEML will provide necessary permissions for entry at work sites and usage of infrastructure, subject to prior approval.

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Responsibility of the successful Bidder:

1. The Expert will be responsible for fulfilling the requirements as brought out in the tender document.
2. The bidder should submit detailed monthly report.
3. The Expert will be provided necessary logistical, administrative support and access to all relevant technical data during the course of engagement.

Duration of Engagement:

The period of Engagement of the expert will be initially for a period of 12 Months and may be extended based on the performance up-to a maximum of 30 months including the initial period of 12 Months.

Selection Criteria:

After opening of technical bids, BEML will short list L-1 bidder (Lowest Quote) meeting BEML requirement and if required BEML will call the bidders for a personal/ telephonic interview to assess bidder's suitability.

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Qualification Criteria:

Sl. No	Criteria	Criteria Description	Supporting Documents to be submitted (self Certified)
01	Individual with expertise in engines and should have been consultant for Diesel engine design	Overall experience in the field of diesel Power pack (Engine + Transmission) for 30 years or more.	Relevant document indicating the role played during the period concerned.
02	Qualification/ Specialization	Minimum Qualification required is M.Tech/PhD. However, PhD would be preferred. Specialization: Mechanical / Automobile/IC Engines (Preferred for Diesel Engine design & Combustion Analyse)	Certificate from the university awarding the Degree.
03	Credentials	a) Consultant shall have worked in Ministry of Defence (MoD) (Any Division) and have work experience on Power-pack (Engine & Transmission) of Armored Fighting Vehicle (AFV) like T-90, ARJUN MBT etc, b) Work experience on Power pack integration & AFV field trials.	Experience / Service certificate
04	Area of Experience	a) Experience on all engine system like intake, Exhaust, Fuel, Coolant, Lubrication, Valve train, power train, gear train and electrical & electronics system. b) Expertise in engine testing and data analysis, application engineering. c) Experience in handling similar kind of project.	Description of one or more projects executed by the consultant involving the aspects highlighted.

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05	Letter of Undertaking	Undertaking as per Annexure-A as token of acceptance of all the tender terms & conditions	Please submit the undertaking as per Annexure 'A'.
06	G.S. T	Special condition arising out of implementation of G.S.T as per Annexure-B	Duly signed & sealed copy to be

Note: No price details should be indicated in Technical bid. If price details found, the same shall be rejected.

Work Culture:

- 1) Consultant is preferred to visit 5 Days / Month to BEML engine division, Mysuru & On-line Support on remaining days (supporting role over E-Mail / Telephone call / Video Conference)
- 2) Also Preferred to attend all the project related meetings.
- 3) If any situation arises like Pandemic, Consultant can opt work from home.

Other Conditions:

- 1) The Charges per month may be mentioned in the quote. All statutory taxes income tax, service tax, professional tax will be applicable and to be borne by the bidder.
- 2) BEML will reimburse travel charges by air (economy class) at actual towards travel within India for the project.
- 3) Local Transport, Boarding and accommodation will be provided by BEML.

Payment Terms:

The payment shall be made every month against the certification from the User Department.

Security Deposit/Performance Bank Guarantee:

Firm shall furnish a Performance Bank Guarantee for 10% of Contract Value for a period of 15 months (12 + 3 months), executed by **Scheduled Nationalized Commercial Banks authorized by RBI excluding Regional Rural Banks**, within 15 days after award of Letter of Acceptance by BEML to ensure satisfactory operation of the contract.

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The above deposit will be held by the Company as Security for the satisfactory performance of the contract.

Refund of Security Deposit: On completion of the contract based on the recommendations of the User Department, the BG will be released to the firm.

Contract Termination:

Contract shall be terminated on completion of tenure of contract. In case either party prefer to exit from the contract the same shall be done with one month written notice.

Thanking you,

For BEML LIMITED

Sd/-

Deputy General Manager- Materials

Ph: +91 0821 2400277/223

Email: zmnc@beml.co.in, ymn@beml.co.in

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SUBMISSION OF BIDS:

This is a two –bid Tender consisting of

PART A – Submission of Technical Bid by sealed cover:

After opening of technical bids, BEML will short list bidder meeting BEML requirement and if required BEML will call the bidders for a personal/ telephonic interview to assess bidder's suitability.

PART A: Technical Bid (to be submitted through sealed cover indicating on the cover "Technical bid" – Tender reference)

Technical Criteria:

Sl. No	Criteria	Criteria Description	Supporting Documents to be submitted (self Certified)
01	Individual with expertise in engines and should have been consultant for Diesel engine design	Overall experience in the field of diesel Power pack (Engine + Transmission) for 30 years or more.	Relevant document indicating the role played during the period concerned.
02	Qualification/ Specialization	Minimum Qualification required is M.Tech/PhD. However, PhD would be preferred. Specialization: Mechanical / Automobile/IC Engines (Preferred for Diesel Engine design & Combustion Analyse)	Certificate from the university awarding the Degree.

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03	Credentials	a) Consultant shall have worked in Ministry of Defence (MoD) (Any Division) and have work experience on Power-pack (Engine & Transmission) of Armored Fighting Vehicle (AFV) like T-90, ARJUN MBT etc, b) Work experience on Power pack integration & AFV field trials.	Experience / Service certificate
04	Area of Experience	a) Experience on all engine system like intake, Exhaust, Fuel, Coolant, Lubrication, Valve train, power train, gear train and electrical & electronics system. b) Expertise in engine testing and data analysis, application engineering. c) Experience in handling similar kind of project.	Description of one or more projects executed by the consultant involving the aspects highlighted.
05	Letter of Undertaking	Undertaking as per Annexure-A as token of acceptance of all the tender terms & conditions	Please submit the undertaking as per Annexure 'A'.
06	G.S. T	Special condition arising out of implementation of G.S.T as per Annexure-B	Duly signed & sealed copy to be submitted as per Annexure 'B'

Note:

No price details should be indicated in Technical bid. If price details found, the same shall be rejected.

Part – B: Price Bid (To be submitted through sealed cover indicating price bid tender reference):

The following details are to be entered in the Item Data :

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Sl No	Description	Amount (All inclusive price but excluding GST) in Rs.
	1 week (5 days)/month on site at Mysore Engine Division and Online support on remaining days (supporting role over E-Mail / Telephone call / Video Conference)	

The Charges per month may be mentioned in the quote. All statutory taxes income tax, service tax, professional tax will be applicable and to be borne by the bidder.

GST applicable shall be payable extra. GST should not be included in the price bid.

Both the sealed covers (Technical bid Part –A and price bid – Part-B) to be put in third sealed cover. On top of the sealed cover, **Tender Ref. xxxxxxxx** and due date to be indicated and to be sent to the following address:

**“Deputy General Manager - Materials,
Mysore Complex,
Belavadi Post
Mysuru – 570 018”**

Technical bids (Part-A) shall be opened on closing date at 14:30 Hrs in the presence of bidders who wish to be present.

After technical evaluation of technical bid, short listed candidate will be invited for **Personnel /Telephonic interview, if required by BEML** on the above subject.

Price bid of technically qualified bidders only shall be opened. Date and time of price bid opening shall be informed separately after technical evaluation.

Thanking you,

**Sd/-
Deputy General Manager- Materials
Ph: +91 0821 2400277/223
Email: zmnc@beml.co.in, ymn@beml.co.in**

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GENERAL TERMS & CONDITIONS:

The terms “Supplier” & “Purchaser” refers to Consultant/Agency & BEML respectively in the General terms & Conditions.

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 Mysore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

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.

BELM LIMITED

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Email: zmnc@belm.co.in/ymn@belm.co.in

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.

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.

INTELLECTUAL PROPERTY RIGHTS: LICENCES:

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-executive, worldwide, perpetual licences. 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 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.

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

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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 thereof. 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.

JURISDICTION

Courts at Mysore 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.

DRAWING 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, 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.

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 tender / contract and 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. After successful selection of bidder, bidder should execute a Non-disclosure agreement on Non-judicial stamp paper before placement of Purchase order.

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DURING ARBITRATION

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

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.

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.

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.

ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

The supplier is not permitted to sub contract 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 the purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

BHEL LIMITED

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Email: zmnc@bhel.co.in/ymn@bhel.co.in

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.

Thanking you,

Sd/-

Deputy General Manager- Materials

Ph: +91 0821 2400277/223

Email: zmnc@bhel.co.in, ymn@bhel.co.in

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TENDER Ref:

Date: xx/xx/xxxx

Annexure-‘A’

UNDERTAKING

To:

The Deputy General Manager - Materials,

M/s BEML LTD

Mysore Complex, Belavadi Post

Mysore - 570018

Dear Sir,

Having examined the Tender ref: xxxxxxxx dated xx/xx/xxxx the receipt of which is hereby duly acknowledged, I, the undersigned, hereby confirming that I read, understood and accepting all the terms & conditions available in the tender. Further, I indicate that upon selection, I will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Seal: _____

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TENDER Ref. No: xxxxx

Date: xx/xx/xxxx

Annexure-‘B’

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.

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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.

BHEL LIMITED

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

MYSORE COMPLEX, BELAVADI POST, MYSURU-570018

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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: _____