

NIT (NOTICE INVITING TENDER)

**SUB : FORECASTING & SCHEDULING – 18MW WIND PLANT**

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence, with Miniratna status and having its Registered Office at “BEML Soudha” No.23/1, 4thMain, Sampangirama Nagar, Bangalore – 560 027. One of its Production Units located in [Kolar Gold Fields,Karnataka](#)(hereinafter referred as “BEML”) invites Tenders for the subject work. The details regarding instructions for submission of Tender, Technical Bid, Terms & Conditions, Scope of Work, and Commercial Bid details etc are furnished below as per Index Sheet of this Tender Documents.

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## **A) DEFINITIONS & INTERPRETATIONS:**

- 1) The Purchaser' means "(include BEML Limited, [EM Division, Kolar Gold Fields](#)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at BEML Soudha, No:23/1, 4th Main, SR Nagar, Bangalore -560 027 and shall be deemed to include its successors and assignee.
- 2) Supplier' means a person having been included in a contract as a Contractor and also means a firm or company with whom the order for supply/execution of work is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, Contractor or vendor.
- 3) Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- 4) Tender' means and includes quotation, invitation to tender and all other documents like drawings, specifications, quality plan, etc that form part of the tender document.
- 5) Purchase Orders / Contract' means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, schedule of prices, quantities, quality plan, drawings enclosed and other condition specified in the acceptance of tenders and includes the repeat order which has been accepted or acted upon by / for the supplier for the supply of stores and includes an order for performance of service and includes amendments, if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.
- 6) Stores / Materials / Services' means the goods or services specified in the Purchase Order which the supplier has agreed to supply under the Purchase Order.
- 7) Words in singular include the plural & vice-versa.
- 8) Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.
- 9) The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

**B) INSTRUCTIONS FOR SUBMISSION OF THE TENDER**

- 1) The tenderer is advised to carefully go through the tender terms & conditions before submitting the tender.
- 2) The tenderer shall be deemed to have studied the scope of work thoroughly before offering of his unit rates to ensure that the complete work is carried out as per the instructions by the user department from time to time. The Contractor can visit the site before offering his unit rates if necessary.
- 3) This Tender is in Three bid system consisting:
  - a) Pre-Qualification Bid
  - b) Technical Bid
  - c) Commercial Bid
  - Prequalification bid (Integrity Pact, **if tender value is more than Rs.1 Crore & EMD**) should be submitted through manual mode ([through E-mail also acceptable before closing date and time](#))
  - Technical and commercial bids should be submitted through online in **BEML SRM e-Procurement portal only**.
- 4) Bidders should have a valid **Class III Digital Signature Certificate with encryption** issued by Authorized Certifying Authority to submit the bid in BEML SRM e-Procurement portal.
- 5) Interested bidders who doesn't have valid user name and password for participating in the tender can contact BEML Limited through e-mail: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) to obtain the username and password for submitting the bids.

- 6) Key dates for Submission of Tender are given below.

Sl. o	Details	Important Date & Time
1.	Last date for forwarding Queries if any, for clarification during Pre-Bid meeting	<a href="#">15-09-2020</a>
2	Pre-Bid Meeting Date & Time ( <a href="#">Bidders may visit the site for understanding Scope of work, Tender Terms and conditions before submission of bid. Pre-Bid meeting is not mandatory</a> )	<a href="#">18-09-2020at 14:30Hrs</a>
3	Last date for submission of bid. Pre-Qualification Bid (i.e. Integrity pact & EMD) through Manual Mode <a href="#">or scanned copies of the above documents through mail</a> & Technical and Commercial bid through e-mode in BEML SRM Portal only.	<a href="#">05-10-2020 up to 17:00 hrs</a>
4	Opening of Pre-Qualification Bid	<a href="#">05-10-2020 up to 17:01 hrs</a>

5	Opening of Technical Bid	05-10-2020 up to 17:02 hrs
<p>Note: Commercial Bids of those bidders whose prequalification and technical bids are accepted only will be opened after technical evaluation.</p> <p>The date and time of opening of commercial bids will be updated in BEML SRM portal after technical evaluation of bids.</p>		

7) **PRE-BID MEETING:**

**Firm's visit** : Bidders may visit BEML LIMITED, EM DIVISION, K.G.F. for understanding of Scope of work, Tender Terms and conditions before submission of bid

a) Queries from the Bidders if any related to this tender, will be clarified during the pre-bid meeting.

a) If any bidders seeking clarifications should send their queries to our E-mail address [emnkgf@beml.co.in](mailto:emnkgf@beml.co.in) / [em5@beml.co.in](mailto:em5@beml.co.in)

b) Clarifications to the bidders' queries will be clarified during the Pre-Bid meeting and Corrigendum if any will be published in BEML website [www.bemlindia.in](http://www.bemlindia.in) only.

Note: If any queries received from the bidder after last date Last date for forwarding Queries, it will not be considered for Pre-Bid meeting

8) **Submission of pre-qualification bid (i.e. Integrity pact, if tender value is more than Rs.1 Crore & EMD) :**

The bidder / contractor should submit **Earnest Money Deposit** or valid certificates for EMD exemption and duly signed **Integrity Pact** (if the tender value is more than Rs.1.00 crore) as Pre-Qualification documents in single sealed envelope. The sealed envelope containing pre-qualification documents shall be duly super scribed at the top of the envelope with "Pre-Qualification Bid to Tender Ref: **6300034133** (Bid invitation number) due on 05-08-2020(Tender closing date) for the subject tender. The name and address of the tenderer shall be written on the left hand bottom corner of the envelope. The bidder should submit Pre-Qualification Bid through manual mode/through e-mail to the following address before tender closing date & time.

(The AGM, EMNP Purchase Department, EM Division, BEML Limited, Kolar Gold Fields -563115, Karnataka)

9)

**Submission of technical bid :**

The firm should submit their Technical Bid through E-mode in BEML SRM Portal only. The following documents shall be uploaded in the Collaboration Folder in BEML SRM portal as technical bid and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

a) Documents for proving eligibility criteria.

b) All the documents along with respective supporting documents which is specified /sought in the Annexure-A-Technical Bid

c) Any other relevant documents as applicable

10) **Submission of commercial bid:**

All the Price bid details are to be submitted through E-mode in SRM portal only. Price details should be entered in the 'Price Conditions' column in SRM portal against the respective service. Any break up details/additional data, if firm wants to submit, the same may be uploaded in "my note".

**C. GENERAL TERMS & CONDITIONS FOR TENDER FOR PROCUREMENT  
OF SERVICES**

11) **EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE:**

a) Every bidder shall deposit an amount of **Rs.26,000/- (Rs.TWENTY SIX THOUSAND ONLY)** as Earnest Money Deposit with the buyer through any of the following mode before the tender closing date indicated in the tender document:

(i) **Account Payee Demand Draft / Banker's Cheque** in favour of **BEML Limited ,EM Division, Kolar Gold Fields payable at State Bank of India, BEML Nagar, Kolar Gold Fields – 563115** from any of the scheduled 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 as per format in **Annexure-G** having a validity period of **bid validity + 60 days** from the date of opening of Tender. .

(OR)

(iii) Through NEFT / RTGS in favour of BEML Limited. *(EM Division Bank A/c details and IFSC) RTGS/NEFT to Account No: 54029289872, IFSC code: SBIN0040168 and the payment details / UTR number to be sent to email id : [emnkgf@beml.co.in](mailto:emnkgf@beml.co.in), repeat to : [em5@beml.co.in](mailto:em5@beml.co.in) on or before the tender closing date and time*

b) **Exemption for payment of EMD:**

(i) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD. Bidder / Contractor should submit valid MSME / NSIC / Udyog Aadhar certificates or Certificate issued by Central Purchase Organization or the concerned Ministry or Department for EMD exemption.

(ii) If the EMD amounts are exempted, the relevant documents to be submitted with Bid ref and Due date indicated super scribed on the top of the sealed envelope before the closing of the bid to the below address.

a) "The AGM, EMNP Purchase Department, EM Division, BEML Limited, Kolar Gold Fields -563115, Karnataka " or email to be sent to [emnkgf@beml.co.in](mailto:emnkgf@beml.co.in) repeat to [em5@beml.co.in](mailto:em5@beml.co.in) with the relevant documents scanned and attached before the tender closing date and time of the bid.

b) Bank details with cancelled cheque to be provided to complete the EMD refund process.

c) No interest will be allowed on earnest money deposit.

(iii) Bidder / Contractor who had deposited the permanent EMD at EM Division is also exempted from payment of EMD, to the extent of PEMD deposited only. In case the EMD amount exceeds PEMD amount the difference has to be paid. Letter issued by BEML Limited EM Division in this regard to be submitted as pre-qualification document.

c) Offers not accompanied by Earnest Money Deposit / EMD exemption letter as given above and for the amount as stipulated therein and for the stipulated period (in case of Bid guarantee) shall be summarily rejected.

I. Please note that **receipt of EMD amount or receipt of relevant documents for exemption before the closing date and time** are prequalification criteria for qualifying the bid.

II. Firm should submit **Integrity Pact** with sign and seal. Format to be down loaded from BEML Website [www.bemlindia.com](http://www.bemlindia.com) and signed copy (with company seal) of the Integrity pact copy to be uploaded along with the tender documents.

III. Scanned copy of the signed and sealed Integrity pact should be sent by e-mail to [emnkgf@beml.co.in](mailto:emnkgf@beml.co.in) repeat to [em5@beml.co.in](mailto:em5@beml.co.in) as advance copy before the tender closing date and time.

a. Original Copy of Integrity Pact should be despatched to BEML by Speed Post / Courier (Address : AGM purchase (Non Project), EM Division, BEML KGF 563 115.)

**IV. Submission of both EMD and Integrity pact are mandatory for any bidder to qualify for considering their bid else on non receipt of the above, the bid will not be considered.**

**V. Note : Ensuring the receipt of EMD amount / exemption details / Integrity pact at BEML, before tender closing date / time is the responsibility of the bidder. Contact no. 08153-279307 / 279315 / 9481434753**

VI. For any clarifications, Bidders may contact the following :

a. For Technical : Mr.L.DODDAMANI, DGM, Plant Maintenance, mob : 9480203102  
For Commercial : Mr. Niranjana PV, AGM Purchase. Mob 9481434753.

b. For SRM details : a) Mr. Krishnamohan AGM Corporate office – SRM : 9902547954, 9482600968, b) Smt.Anitha. K, AGM SRM, Mob : 9845920306.

d) The Earnest Money Deposit / Bid Guarantee shall remain deposited with the Purchaser for the period of **bid validity + 60 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.

e) No interest will be payable by the Purchaser on the EMD / Bid Guarantee.

f) 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.

g) Refund of EMD:

01	If the bidder is disqualified at Prequalification stage	EMD amount received will be returned back immediately to the bidder by the purchase
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		department, if bidder has not qualified as per pre-qualification criteria
02	If the bidder is disqualified at Technical Evaluation stage	EMD amount will be returned back to the bidder within <b>14 days</b> from the date of technical evaluation.
03	If the bidder is not qualified at Commercial evaluation	EMD amount will be refunded to unsuccessful bidder, within <b>14 days</b> from the date of awarding of contract.

- h) 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.

12) **Integrity Pact:**

- a) The bidder has to execute and submit 'Integrity Pact' on plain paper **for all tenders of value Rs.1 Crore and above** as per Annexure-F to this tender document and the same should be submitted as Pre-qualification document. This integrity pact is a preliminary qualification in entering in to any contract with BEML Limited. For the successful bidder, the integrity pact will remain valid up to 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Offers without duly signed Integrity Pact will be disqualified. The bidder should put their authorized signature in the Integrity pact as a Contractor / bidder with their company seal along with witness's signature, name & address.
- b) Central Vigilance Commission has appointed [Shri Ajai Kumar & Shri E.K.Bharat Bhushan, IAS \(retd.\)](#) as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact. Address of IEM is as follows
1. Shri Ajai Kumar  
2601, Tower-C, Ashok Tower, Parel, Mumbai - 400 012.  
Mobile no.09619272893  
Email : Ajai.kumar3@gmail.com
  2. Shri [E.K.Bharat Bhushan](#), IRS (retd.)  
Flat No. 5151, Sobha City, Puzhukkal,  
Thrissur, Kerala - 680553  
Mob No. 9400797777  
eMail id : bbhushan55@gmail.com

Technical Bid details/documents, Commercial Bid details/documents should not be given in the Pre-Qualification Bid. If any of the firm has given any Technical Bid details, Commercial Bid details in the Pre- Qualification bid their offer is liable for rejection.

- 13) If the bidder has not submitted the valid Pre-Qualification documents or the pre-qualification documents are received after the tender closing date & time, their BID will be rejected.



- 14) If the bidder/contractor has not uploaded the document which is specified / sought in the Annexure-A (Technical bid), their offer is liable for rejection.
- 15) The price details / commercial bid details should not be given in the Technical bid. If any of the bidder / contractor have given any price / commercial details in the Technical bid, their offer is liable for rejection and will not be considered.
- 16) Technical Bid & Commercial Bid submitted through manual mode / e-mail / fax will not be considered and is liable for rejection
- 17) Bidders are requested to indicate their valid E-mail ID, Telephone number/Mobile Number, contact person details and correspondence address clearly in their quotation. Any communication / correspondence from BEML will be communicated through E-mails/contact number/correspondence address which is provided by the bidder in their quotation.
- 18) Evaluation of bids:
  - a) Pre-Qualification documents will be opened first on the stipulated due date and time mentioned in the tender.
  - b) Technical bid will be opened only if the bidder qualifies in pre-qualification stage. If all the documents are found to be in order as per pre-qualification criteria, technical evaluation stage shall be carried out.
  - c) BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage.
  - d) Commercial bid of only those bidders who are adjudged as technically qualified by BEML will be opened for further processing.
- 19) BEML reserves its right to reject any incomplete bid submitted.
- 20) If sister concern exists then only one bidder to participate.
- 21) BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
- 22) The due date for submission of tenders may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original NIT only at BEML Limited's website**. Validity of bids submitted shall be deemed to be extended accordingly.
- 23) BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award

of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

- 24) The correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 25) Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. In case if purchase order is already issued by BEML, BEML reserves the right to cancel the order without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.
- 26) BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be outrightly rejected and their EMD would be forfeited.
- 27) BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the contract. BEML's decision on any matter regarding short listing of bidders shall be final.
- 28) BEML is not obligated to contract for any of the services described in the Bid invitation /Notice Inviting Tender.
- 29) BEML reserves the rights to:
  - I. Accept or reject any or all proposals.
  - II. Waive any anomalies in proposals through an addendum.
  - III. Modify or cancel the RFx/Tender Enquiry
- 30) The Bid invitation / Notice Inviting Tender is not an offer or a contract.
- 31) Proposals become BEML's property.

- 32) Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.
- 33) BEML is not obligated to contract for any of the products / services described in the Bid invitation / Notice Inviting Tender.
- 34) BEML Ltd's decision is final for evaluation of the offers.
- 35) Canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.
- 36) In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender.
- 37) The uploaded documents in the SRM Portal should be legible & readable. If required, the entire original documents (of Uploaded Documents in SRM Portal) have to be submitted to [AGM Non project purchase, EM Division, BEML Ltd., KGF](#) within 10 days if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.
- 38) **AUTHORITY OF PERSONS SIGNING DOCUMENT:** A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Supplier.
- 39) **Validity of the offer: Offer should be valid for 120 days (One hundred and Twenty days) from the date of opening of the bid.**
- 40) GST registration: Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM portal to submit quotation.
- 41) No representation would be entertained on any error(s) if found in the NIT after tender closing date. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s) before tender closing date. The vendor's time and expenses has to be borne by vendor(s).
- 42) **Public Procurement – Preference to Make in India Policy:** The procurement and placement of order is subject to **Public Procurement (Preference to Make in India) Order 2017** issued by the Ministry of Commerce and Industry, Department of Industrial Policy & Promotion, Government of India vide No.**P-45021/2/2017-B-E-II dt 15<sup>th</sup> June 2017**. The full details of the order can be seen at <http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017>.

- 43) The accepting officer reserve the right to place order as a whole or part of any service as deemed fit.
- 44) ACCEPTANCE OF ORDER: The supplier shall send Order Acceptance within rom the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.
- 45) **PERIOD OF CONTRACT :-** ~~The firm has to indicate the delivery period required for supply and material from the date of release of PO and time required for Commissioning after release of machine .~~
- 46) The period of contract shall be for 3 years from the date of commencement as per the Service Purchase order with an option for the company to extend for a further periods up to 2 years on the same terms and conditions with the mutual consent with the contractor & satisfactory execution of the contract. Notwithstanding anything contained herein, the company reserves the right to terminate the contract by giving Three months notice to the contractor. The contractor shall not be entitled to claim any compensation or any damages for such termination-
- 47) **SECURITY DEPOSIT / PERFORMANCE GUARANTEE:**  
~~a) Successful tenderer shall furnish Security deposit for the fulfillment of the contract within 30 days of release of purchase order and security amount shall be to a value of 10% of Annual contract value. Such Security deposit shall not entail any interest payment on refund.~~  
**PLEASE REFER Point 4.0 Terms and conditions of Technical Bid (p-24).**
- b) The contractor shall choose any one of the following three options for payment of security deposit in writing as under:
- i) The contractor shall deposit the difference between Earnest Money and full Security Deposit by Demand Draft / Banker's cheque drawn on any of the commercial bank made in favour of BEML Limited. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the contractor.
- (OR)
- i) Bank Guarantee from any Commercial Bank equivalent to the amount of Security Deposit valid up to 3months after expiry of the contract / warranty period covering the claim period. Bank Guarantee should be from any of the scheduled

Commercial Banks authorized by RBI. (Excluding Regional Rural Banks/ Co operative Banks)

(OR)

- ii) Security Deposit amount will be deducted from the initial bills itself. (Payments will be made only after recovering the required security deposit)

c) In case of extension of the Contract, the validity of Bank guarantee also should be extended suitably failing which same will be realized by the BEML.

d) The above deposit will be held by the Company as Security for the satisfactory performance of the contract. All compensation or other sums or money payable by the contractor to the company under the terms and conditions of this contract may be deducted from his security deposit or from any sums that may be due or may become due, to the contractor by the Company on any account what-so-ever, and in the event of the security Deposit being reduced by reasons of any such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.

e) No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.

f) BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfillment or performance in all respect of the Purchase Order.

48) **REFUND OF SECURITY DEPOSIT:**

On completion of the contract based on the recommendations of the concerned-in-charge, the Security deposit will be released to the Contractor within three months (03) after expiring of contract period subject to fulfillment of contractual obligations by the contractor.

49) **PRICE & INVOICING:** The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include all the charges specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser. The method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number / s and supporting documents as called for in the Purchase Order.

50) Successful tenderer is required to execute an agreement in a stamp paper of worth **RS.200/-** as per the format given by M/s. BEML Limited to carry out the work coming under the scope of work and as per terms and conditions.

51) **Risk purchase clause:** In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages as deemed fit.

52) **Purchase Order Cancellation Clause:**

a) In the event of any situation arising out of or caused by any act which is beyond the control of BEML, may necessitate cancellation of purchase order by giving **three**

months notice in advance to the supplier. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination.

- b) If a Supplier fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. Where the order is cancelled, the Buyer can in addition sue the Supplier for the damages as per the terms of contract. Buyer subsequently purchases / execute the contract from elsewhere. The damages are generally limited to the difference between the contract price and the price paid to the new supplier for execution of the contract.
- c) For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be applied.
  - i) The re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.
  - i) The defaulting Contractor shall be served with notice of re-purchase.
  - ii) Risk purchase loss shall be recovered only after the re-purchase contract has been executed.
  - iii) There will be cases where the cancellation of the order is due to factors beyond the control of the Buyer like labour strike in the factory of the Buyer, act of God, war etc. In such cases, the Supplier has to accept the cancellation.
  - iv) BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the security deposit of the bidder in whole or in part in the event of any default, failure or neglect on the part of the contract in the fulfilment or performance in all respect of the Purchase Order.

53) **WORKS TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY OTHER CONTRACTORS WITHOUT VITIATING THE CONTRACT**

The contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the "Scope of the contract". In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power without vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workmen and to procure all the requisite materials and implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract.

- 54) **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.

55) **SECRECY:**

- a) All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the execution of the services hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.
- b) BEML shall be entitled to prevent a breach of the above and to damages in case of breach.

56) **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, 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.

57) **NON DISCLOSURE AND INFORMATION OBLIGATIONS:** The supplier shall provide Purchaser with all information pertaining to the service rendered 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 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.

58) **TAX CONDITIONS:**

- a) TDS (Tax deducted at source) will be applicable for domestic supplies including service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated for the services / NRC that will be carried out by the supplier.

59) All claims arising by OR at the instance of the labourers or their heirs or successors, including claims under the Employee's Compensation Act from time to time shall be met

by the firm on his own account and the Company shall have no liability in that behalf and shall be kept duly indemnified by the firm.

- 60) In the event of the firm failing or neglecting to carry out the work as specified and as required by the Company the Company shall be entitled to recover damages from the firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labourers and the incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit (Or) any part thereof remaining to the Credit of the firm and at its option also be entitled to terminate the contract.
- 61) The contractor shall ensure that all the rules of the factory concerning discipline, safety, security and conduct are observed by his staff while working. In case of any noncompliance, the contractor shall be responsible for the consequence.
- 62) **APPROPRIATION:** BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Shall the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due.
- 63) The contractor shall guarantee that the services rendered are performed by personnel of required capacity and that new materials are used. The contractor shall guarantee that the services rendered corresponds exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of service rendered. The contractor shall guarantee that the service rendered complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The contractor shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. The contractor shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.
- 64) **FALL CLAUSE:** The prices charged for the services rendered under this P.O by the supplier shall in no event exceed the lowest price at which the supplier render the service of identical description to any other BEML Office / Division during the pendency of this PO.
- If at any time, during the said period, the supplier reduces the price of such services or render such services to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the services rendered after the date of coming into force of such reduction shall stand correspondingly reduced.



- 65) **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.
- 66) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:** The supplier is not permitted to sub-contract the service 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.
- 67) **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**
- a) ***Commitment by Purchaser:*** Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.
- b) ***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 Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the 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 contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.
- 68) **INTELLECTUAL PROPERTY RIGHTS; LICENSES:** If any Patent design, trademark or any other intellectual property rights apply to the service rendered or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of anon-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the contract 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 service rendered 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.

- 69) **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, as is provided in case of cancellation under clause – 39 hereof. Any question or dispute as on 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.
- 70) **JURISDICTION:** Courts of [Bengaluru](#) 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 BEML and the Supplier.
- 71) **ARBITRATION:** Disputes if any, arising between BEML and the supplier in connection with this Purchase Order or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a 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 [Bengaluru](#) or any other place mutually decided by and between BEML and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.
- 72) **DURING ARBITRATION:** “Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings”.
- 73) **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, shall 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. Purchase may takeover partly processed material at a mutually agreed price.

## D. TECHNICAL BID

- 1 NOTE: The firm should agree for all the above scope of work, terms & conditions for technical qualification of bids, otherwise bids will be technically rejected.

### Sub : FORECASTING & SCHEDULING – 18MW WIND PLANT

Description	AGREE	DISAGREE	VENDOR REMARKS
1.0 SCOPE OF WORK:			
The scope of work broadly includes the following points considering the forecasting and scheduling of power at pooling sub-station for WTGs and performing the role of qualified coordinating agency as applicable. This includes weather data, organizing the forecasting of power, scheduling of power and submission of schedules to respective SLDC and settlement of deviation charges with State utility on behalf of our Generators connected to respective pooling sub-station.			
I) Forecasting: Ø Collecting SCADA data for each and individual turbine from the turbine manufacturer / developer with suitable recommendation and appropriate uptime with data security for each individual generator / IPP. Ø Collecting the weather data from the reputed agency.			
Ø Organizing the generation of forecast based on the weather data from one or more agencies / weather forecasters Note: Developers or O&M service providers on behalf of generators (BEML LTD) shall provide all data related to the wind farms under consideration like:			
a) SCADA data (real time as well as historical data for each WTG.			
b) Static information of each WTG along with technical specification and year of manufacture.			
c) Meteorological mast data (real time as well as historical data for two years)			
d) Day to day turbine availability and planned maintenance schedule.			
e) DAS to capture real time generation at pooling sub-station level.			
II) Scheduling and 24x7 operations with monitoring: Ø Collecting forecasting data from your own forecasting Engine/Mechanism or from external forecast service providers.			

Ø Collecting wind turbines availability data (under maintenance or under break down) from wind farm generator or their identified agency like O&M service provider.			
Ø Incorporating wind turbines availability data and grid availability data in the scheduling Engine/Mechanism			
Ø On the basis of forecast received from forecasting service provider (FSP), generating day ahead and revised schedules based on various variable factors for each 96 time blocks for a day.			
Ø Submission of day ahead and the revised schedules to SLDC as per the required time lines referring to KERC regulations and sharing the copy of schedules / revised schedules sent to SLDC with generator on real time basis. The intra-day schedules are submitted as defined in KERC notification and in co-ordination with SLDC for implementation of the revised schedule. As per KERC regulation firm has to submit 16 intra-day revisions.			
Ø Collecting the SCADA data from developers/O&M Firm for all respective WTGs connected to respective pooling sub-station and creating a single power generation data.			
Ø Comparison of schedule data accepted by SLDC with actual generation for each 15-minute time block and checking over/under generation thus calculating the generation above/below prescribed limits and finally calculating the deviation charges for each particular 15-minute time block.			
Ø Collecting the metered data of actual power production through DAS from pooling station. However, DAS shall be provided by the generator /O&M Firm.			
Ø Providing detailed analysis on monthly basis of the results highlighting the forecasting accuracies, variances, deviation charges etc.,			
Ø Providing the services on best effort basis and maintaining the forecasting and scheduling deviations well within the minimum limits from the scheduled energy.			
Ø Coordination with SLDC, DISCOM or any other agencies for the scope specified above.			
Ø QCA has to arrange for central operations and monitoring facility, operating 24x7 to monitor real time operations from site and to achieve better accuracy.			
III) Hardware and Software: QCA agency shall maintain the Hardware and Software at central locations or by subletting to manage incoming data from SCADA and other relevant data from generators or developers, inflow / outflow of			

data to / from weather forecaster to maintain forecasting and scheduling.			
IV) Deviation charges accounting and De-pooling of charges: The scope define under this head will be applicable when commercial accounting and De-pooling as specified under regulation will come into force.			
Energy comparison and commercial settlement as per KERC regulation for forecasting, scheduling, deviation settlement and related matters for wind and solar generation source, reference notification No. KERC/CT/1/15 dated 31/05/2016.			
Ø Calculation of deviation as per terminology, $\text{Error}\% = (\text{Act} - \text{Sch} / \text{AvC}) * 100\%$ , where AvC is available capacity.			
Ø Calculation of deviation and charges beyond 15% of available capacity (AvC) as highlighted under specified regulations.			
Ø Apportioning of deviation charges among all the generators connected to respective pooling station, as highlighted in the regulation or by means of consensus of generators.			
Ø Settlement of deviation beyond 15% as defined in the regulation in accordance with energy accounts issued by UI/DSM pool account.			
Ø Joint Meter Report (JMR) at the pooling sub-station (PSS) would be required for each 15 minutes time block in order to calculate the deviation in energy and for further calculations of deviation charges.			
Ø Specific to site, if required, undertake de-pooling of payments received on behalf of the generators from the state UI/DSM pool account and settling them with the individual generators connected to the pooling station.			
Ø Ensuring that deviation charges are settled on monthly basis or as per the SLDC norms by the individual generators based on their actual generation or as mutually agreed by all connected particular pooling station.			
Ø All the calculations shall be done on a monthly basis as per KERC regulation and reports of the same shall be provided to generators connected to PSS on monthly basis for the individual commercial deviations.			
Ø Any sudden break down or grid instability either due to lack of transmission network or any reason from utility end shall be addressed to the concerned SLDC / utility.			
V) De-pooling Methodologies: The regulator has proposed two methods for de-pooling of charges among the generators connected at each respective pooling sub-station:			

Ø Case-1: based on installed capacity of any individual generator / IPP:			
Deviation charges will be directly de-pooled among various generators connected at PSS/aggregation level based on the % share of installed capacity.			
Ø Case-2: based on actual generation of individual generator/IPP.			
Deviation charges will be directly de-pooled among various generators at PSS/aggregation level based on their % energy generated and generator with maximum outages which was not informed will be penalized more.			
2.0 ADDITIONAL SCOPE OF WORK: Reports & Observations Energy Comparison  Ø Consolidated report for the entire month comparing the scheduled data with actual generation based on the calculation for each 15 minute time block shall be provided showing the generation above/below the prescribed limits of KERC Regulation to generator.			
Post Analysis Work Ø Pooling station wise performance analysis report of PV systems in operation, including analysis of power generation with respect to GHI and other factors available within the SCADA Data.			
Ø Any discrepancies if observed at wind mill park or at inverter level can be intimated along with relevant data. Reports on the SCADA time blocks missing for a day for each particular inverter for every site shall be provided.			
Benefits of Forecasting and Scheduling Ø By engaging a Co-ordinating agency for short term forecast and ultra-short term forecast will definitely play an important role for generators in contributing for better planning and grid stability.			
Ø Real Time Monitoring of every individual WTGs i.e. Turbine /Inverter Status			
Ø Geophysical parameter such as wind speed, Wind direction can be visualized from dash-board.			
Ø Actual Performance curve, Actual generation, break even and all the revised schedule of WTGs can be visualized.			
Ø By Analyzing Forecasting will help to manage the WTGs/Solar Panels maintenance time resulting in reduction losses, which will ultimately will lead to also Increase in revenue.			
Ø Agency will be responsible for forecasting, scheduling and settlement of deviation.			
Ø Agency will provide the analysis report on monthly basis			

3.0 COMMERCIALS: Ø The QCA firm has to offer best competitive service charges including all DSM charge & Bank Guarantee per MW / month for forecasting and scheduling that includes liaising with SLDC and services for commercial settlement.			
Ø Firm should have minimum of 1000 MW quantum as QCA for F&S in Karnataka to minimize deviation charges on aggregation basis			
Ø The QCA firm shall maintain the forecasting and scheduling to the best possible bench mark to achieve the lowest / NIL deviation charges for the month.			
Ø In case any deviation charges attributed towards forecasting and scheduling, same shall be provided with actual data and reasons for the deviation before settlement of the deviation charges with SLDC.			
Ø Generator will authorize the QCA to settle the accounts with applicable penalties if any with SLDC / RPC.			
Ø In case of any deviation charges, penalties etc., imposed by the SLDC, RPC, RLDC and NLDC or other agency of the Government, QCA shall arrange for settlement in co-ordination with concerned agency.			
Ø The QCA shall arrange to settle the charges on account of energy accounting of pooling sub-station through the DSM within the specified period as per the applicable guidelines to SLDC.			
Ø In case of any changes in the frame work regarding scope of work, settlement and penalty clause by the KPTCL, SLDC, BESCO, DISCOM or any other Central/State Nodal agencies, the QCA has to settle the same on mutual discussion and understanding with the generator/O&M Firm without any additional service charges.			
4.0 Terms and conditions : Ø The QCA firm has to offer best competitive service charges including all DSM charge & Bank Guarantee of Rs 7,77,600/-@ Rs.43,200/MW for 18MW wind plant as per KERC norms on behalf of BEML LTD to KPTCL/SLDC , BG validity for the period of F& S service validity plus Three Months extra.			
Ø The QCA has to submit the invoice after completion of F&S (Previous month) at the beginning of every month for service charges (inclusive of deviation settlement charges).			
Ø QCA shall follow the KERC regulations to fulfill forecasting and scheduling activity including liaising with SLDC and services for commercial settlement.			
5.0 PAYMENT TERMS: Ø The actual service charges which includes all DSM charges per MW per month will be released to QCA against submission of invoice on monthly basis			



NOTE:  
The Firm should agree for all the above scope of work, terms & conditions for technical qualification of bids, otherwise bids will be technically rejected.

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**Date:** **Authorised Signatory**

**Seal :**

### **E. Commercial Bid and Terms and conditions**

- 1) The Bid shall be submitted in two-bid system through e-mode only in the BEML SRM as detailed below:
  - a. **Technical Bid (Refer Annexure-1):** Please ensure that the Technical Bid documents uploaded do not contain any price details.
  - b. **Price Bid:** Price Bid details and relevant terms are to be entered in commercial bid only.

BOQ:

Slno	Description	unit	Qty	Rate to be quoted in commercial bid
1	FORECASTING & SCHEDULING 18MW WIND PLANT	JOB	648	

Note : 1 Job = F&S Charges for one Month  
(Total Jobs : 18 MW x 36 Months = 648 Jobs)

- 2) Both Technical Bid and Commercial Bid are to be submitted in the system before the Closing Date/Time. The technical bids of the firm who meet the pre-qualification criteria will only be considered for opening commercial bids. After evaluating the Technical bid, the Commercial bids of technically qualified firms only will be opened.
- 3) **Commercial bid should consist the following;**
  - a. The firms are requested to offer their best price.
  - b. Validity of quotation: Quotes must be valid for minimum of 120 days from the bid closing date.
- 4) **Payment terms:**

The actual service charges which includes all per MW per month will be released to QCA against submission of invoice on monthly basis
- 5) Any Corrigendum to this bid invitation will be notified only on BEML Web site.
- 6) If L-1 backs out for any reason, the EMD Amount will be forfeited by BEML.
- 7) Applicable GST percentage along with SAC code should be indicated separately.
- 8) **L1 (least bidder) will be evaluated based on the net landed cost of all items in the tender**

**F. NIT ACCEPTANCE LETTER**

To: AGM  
Purchase – Non Project  
EM Division,  
BEML Ltd,KGF

**Sub: FORECASTING & SCHEDULING 18MW WIND PLANT**

**Ref : SRM Bid invitation No : 6300034133**

I hereby confirm that I have gone through the complete Tender document / Corrigendum (all corrigendum/s with sign and seal uploaded) published in BEML Website / SRM Platform with reference to the subject tender.

I agree to abide by all Terms and Conditions indicated in the Tender document / Corrigendum.

**Date :**

**Authorised signatory with seal.**

Note:

1. The above letter along with all the corrigendum published need to be signed with seal and uploaded in Technical bid section on SRM Platform.
2. You are requested to attach the soft copy of the Tender document along with your other documents as per qualification criteria.

**G. FORMAT OF INTEGRITY PACT**

**Please refer Integrity pact format from**

**[https://www.bemlindia.in/writereaddata/Downloads/20170812073502Integrity\\_Pact.pdf](https://www.bemlindia.in/writereaddata/Downloads/20170812073502Integrity_Pact.pdf)**

**Note : Integrity pact to be submitted if the tender value is more than Rs. One Crore.**

H. FORMAT OF BID GUARANTEE FORM

Note:

- 1. This guarantee shall be furnished by Scheduled Commercial Banks authorised by RBI to issue a Bank Guarantee.
- 2. This bank guarantee shall be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 80. /-)
- 3. The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.
- 4. In the case of foreign bidder the B.G. may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Scheduled Commercial Bank in India authorized by Reserve Bank of India.

DATE:

BID GUARANTEE NO:

Ref:

To,

BEML LIMITED

(Address of concerned Division/ Corporate Office)

Dear Sirs,

.....  
In accordance with your 'Tender Enquiry' under your Tender No: .....dated .....  
M/s..... herein after called the Bidder, with the following  
Directors on their Board of Directors / partners of the firm.

- 1. 2.
- 3. 4.
- 5. 6.
- 7. 8.
- 9. 10.

Wish to participate in the said tender for .....  
.....  
.....

.....  
As an irrevocable Bank Guarantee against Bid Guarantee for an amount of  
Rs..... (In words and figures) valid for ..... days from  
..... is required to be submitted by the Bidder as a condition precedent

PURCHASE MANUAL 274 275 PURCHASE MANUAL  
for participation in the said bid, which amount is liable to be forfeited by the BEML Limited  
(herein after called PURCHASER) (1) the withdrawal or revision of the offer by the Bidder as a  
condition within the validity period. (2) Non-acceptance of the 'Letter of Intent / Purchase Order'  
by the bidder when issued within the validity period. (3) Failure to furnish the valid contract  
performance guarantee by the bidder within one month from the receipt of the Purchase Order  
and (4) on the happening of any contingencies mentioned in the bid documents.

We, the ..... Bank at..... Having our Head Office at  
..... (Local address) Guarantee and undertake to pay immediately on  
first demand by BEML LIMITED, the amount of Rs.....

.....(in figure and words) without any reservation,  
protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and  
binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to .....  
..... (This date shall be 60 days after the date for which the bid is valid). If  
any further extension of this guarantee is required the same shall be extended to such required  
period (not exceeding one year) on receiving instruction from M/s.....on  
whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this  
.....day of.....at .....  
witness (Signature)  
WITNESS (Signature) ....  
Name in (Block letters)  
Designation .....  
(Staff No.) .....  
(Bank's common Seal)  
Of ficial address:  
Attorney as per power of Attorney No

Date:\_\_

## **I. GST Terms & Conditions**

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that "the liability of payment of GST amounting to Rs ..... is on the Recipient of Service" in the invoice raised on BEML.
9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said

provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.

10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.

11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, **Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months' interest at prevailing rate of interest under GST** Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30<sup>th</sup> September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.

12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.

13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.

14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.