

BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)
BEML Limited, C/o Central Ordnance Depot, Dehu Road Pune - 412 101
Ph: +91 9964933744; / 020-27675949 email: bemlpune@beml.co.in

Tender Notice

Ref: 6300030081

Date:- 19/11/2019

Dear Sir,

Sub: E-Tender through BEML SRM for Hiring of 3 Ton Diesel Operated Forklift on Monthly Basis.

BEML Ltd., a Govt. of India Mini Ratna Public Sector Company under Ministry of Defence is planning to hire 01 (One) No., **3 Ton Diesel Operated Forklift (Volta, Model :- DVX 30FC)** at BEML Limited, C/o Central Ordnance Depot, Dehu Road Pune – 412 101(Maharashtra), on monthly basis for a period of 1 year. Interested parties may download the tender documents from BEML website and submit the tenders online through BEML SRM System.

The tender consists of : -

- a) Part I -Pre-Qualification Bid – To be submitted manually.
- b) Part II -Price Bid } through e-mode on BEML SRM System

Tender Closing Date & Time: 04/12/2019 at 14.00 hrs

Please read the instructions carefully and submit your bid in SRM System complete in all respects **before 14.00 Hrs. on date 04/12/2019.**

Thanking you,
Yours faithfully,
For BEML LIMITED

**Asst. General Manager
BEML Limited,
C/o Central Ordnance Depot,
Dehu Road, Pune – 412 101**

Encl: Tender Document – 16 pages.

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A). Instructions for submission of the bids:-

- 1) **Pre-qualification bid** : EMD of Rs.25,000/- to be submitted in a sealed cover super scribing the bid number, address etc., BEFORE THE BID CLOSING DATE & TIME. Failure to do so will result in rejection of the bid.

MSE's(Micro and Small Enterprises) registered firms are eligible for exemptions as applicable in MSME Act, in respect of EMD. Such firms shall submit NSIC certificate/MSME certificate for EMD waiver in proof of MSE.

Account Payee Demand Draft (DD)/ Banker's Cheque of Rs.25,000/(Rs.Twenty Five Thousands Only) towards Earnest Money Deposit (EMD) in favour of BEML Limited, payable at Mumbai.

As a part of Pre-Qualification process, Bidder needs to furnish the Pre-Qualification Bid by post/ courier or by hand before closing date and time of the tender.

The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate shall be duly superscribed at the top of the envelope with the **Bid Invitation No. 6300030081 dated 19/11/2019, Closing date 04/12/2019 and Time 14:00Hrs** and the words "**PRE-QUALIFICATION BID**" to be written in bold letters and sealed. The name and address of the Bidder shall be written on the left hand bottom corner of the envelopes.

Pre-Qualification Bid have to reach the address as mentioned below on or before the closing date & time of the tender :-

**Asst. General Manager
BEML Limited,
C/o Central Ordnance Depot,
Dehu Road, Pune – 412 101**

Those Bidders who have not submitted Pre-Qualification Bid before the closing date & time of the tender, their tender will be rejected. Also tenders who have submitted EMD in the form other than Demand Draft/ Banker's Cheque, their tender will also be rejected.

The 'Pre-Qualification Bid' shall be opened at 15:00 hrs in BEML Pune Office on the tender due date in presence of the Bidders or their authorized representatives who wish to be present.

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- 2) Submission of Price Bid:-** Price bid are to be submitted through electronic mode only in the SRM system.
- Please quote the price details in '**Item Data**' in SRM system only against the respective items provided therein before tender closing date and time specified.
 - The 'Price bids' shall be opened / considered for evaluation, in respect of only those Bidders who have submitted the pre-qualification bid as per tender document and qualified in pre-qualification bid.
 - The date & time of opening of Price bids will be conveyed to the qualified Bidders separately and will be opened in presence of the Bidder or their authorized representative who wish to be present.
 - Before submitting the quote the Firms may visit the work place / site to know the scope of work. Prior appointment may please be obtained from the office of Assistant General Manager (Defence Business), BEML Limited Pune, Contact No.**020-27675949**
 - The offers should be only on SRM platform.(Fax/email quotations are not acceptable)
- 3) This Letter + Tender document + Corrigendum if any, will be part of the contract.
- 4) Bidders are required to go through instructions carefully and submit the bid as required. Clarifications if any may please be obtained from BEML Pune Office on any working day.
- 5) **Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system.** System will not accept Class 1 or Class 2 Digital Signatures.
- 6) Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

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- 7) In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in.
- 8) For any technical issues / assistance in submitting the tender in SRM platform, the firm may contact SRM Team with the following details:-

SRM Team (Mr. Krishnamohan, Asst. General Manager & Smt. Anitha,
Asst. General Manager)
CIO Office, BEML Limited
23/1, 4th Main, S.R.Nagar,
Bengaluru – 560027.
Phone no:-080-22963269, 22963141, e-mail ID : admin.srm@beml.co.in

Thanking you,
Yours faithfully,
For BEML LIMITED

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B). General Instructions with regard to EMD:-

- Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- EMD lesser than Rs.25,000/- will not be accepted and the quotation is liable to be rejected.
- EMD of disqualified bidder's will be returned. EMD of successful bidder will be converted as security deposit and it will be released after completion of contract within 3 months.
- EMD does not carry any interest on return.
- Pre-qualification bid shall be opened on closing date **i.e.04.12.2019 @15.00hrs**
- No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

C). Forfeiture of Earnest Money Deposit / Security Deposit

- If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form.
- If the successful Bidder withdraw the offer after the tender is submitted /acceptance of the tender.
- Bidder decides to withdraw any activity opted during bidding, after the acceptance of the contract agreement.
- If the contract is not performed by the successful tenderer to the satisfaction of BEML.
- If there is any breach of terms and conditions of the contract on the part of the successful tenderer after the contract is awarded.

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- The EMD /Security Deposit will be forfeited by BEML to the extent necessary if the performance is not satisfactory. The decision of BEML will be final with regard to the forfeiture of EMD and the extent thereof
- If the contract is not performed by the successful bidder to the satisfaction of BEML.
- In case of failure to execute the agreement.
- If the successful Bidder fails to start and perform work in accordance with the instructions given by BEML as per the agreed terms. For any money due to BEML that cannot be recovered from the pending bills of the service provider.

D). Scope of Work :-

1). Supply of 3 Ton Diesel Operated Forklift :-

The vendor has to supply the **3 Ton Diesel Operated Forklift, Make:- Voltas, Model :- DVX 30FC** on rental basis at the venue mentioned below:-

BEML Limited, C/o Central Ordnance Depot, Dehu Road, Pune – 412 101

Vendor has to supply extension blade (Fork extensions) of desired length along with Forklift. No separate charges will be paid for provisioning the extension blade.

2). Supply of Spares:

The vendor has to replace the required spares from time to time as per requirement. The vendor should maintain a par stock of the spares and replace the same as and when required. **Onus of Diesel used for Forklift will be on BEML.**

3). Ready to Use:-

The vendor has to deliver the Forklift at the address mentioned above and ensure that it should be in ready condition to use immediately.

4). Ensure working condition:

The vendor must ensure that Forklift provided on rentals must be in proper working condition at all times and to be operated by skilled and trained man power, wherever required as per existing law.

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5). Maintenance of Forklift :

- a) The vendor has to maintain Forklift supplied. Requisite technical support engineers have to be stationed to meet the required uptime. All calls for faults and repairs of the Forklift has to be attended and resolved immediately as per uptime requirements mentioned at **clause 8** of this document.
- b) The maintenance of Forklift has to be done by the vendor at his own cost.
- c) One hour of cooling in every 8 hours of working shall be allowed.
- d) A total of Sixteen hours per month shall be allowed towards exigency breakdown, fuelling and staff change, etc. However, the exigency breakdown should not be more than 4 hours in a day. In case the exigency breakdown is more than 4 hours in a day, the breakdown period beyond 4 hours in a day will be dealt as per provisions of clause 8.
- e) Preventive maintenance time shall be three hours per week, in one or two spells. No cooling shall be allowed on the day of preventive maintenance.
- f) Periods permitted for cooling and preventive maintenance is not transferable across the machines and also cannot be carried forwarded across the weeks or months.
- g) The actual schedule of maintenance shall be finalized by vendor in consultation with the BEML In charge whose decision will be final.
- h) The preventive maintenance of the equipment should be carried out as per maintenance schedule of equipment and in case of break down, the same should be attended in time and in case of prolonged break down, alternative arrangements shall be made mandatorily. In case of prolonged break down for more than **32 hours** and vendor's failure to make alternate arrangements, BEML can get the work done at the risk and cost of the vendor. However, in case of repeated failure in performance, BEML may make alternate arrangements lasting minimum 15 days till the remedial measure is taken by the vendor at his risk and cost.



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6) Replacement of Parts :

The vendor has to ensure rectification of the faulty Forklift or providing replacement for the same as per uptime requirements mentioned at **clause 8** of this document.

7) Deployment of Driver :-

Vendor should deploy Driver for every day. Driver should report to BEML on Every day at **9.00 AM**. Working shift of BEML is **09 AM to 05.15 PM**, Driver should provide services during this time. Weekly holiday for BEML is Sunday, however depending on the situation and urgency, Vendor should deploy Driver on Sunday / Any other Holiday.

If any case Vendor fails to deploy Driver, following penalty is applicable:-

Response Period	Deployment period	Penalty for Downtime
1 Hr from the Intimation	2 Hrs from the Intimation	@2.5% of contract value of 1 month for delay of every 2 hrs or part thereof subsequent to the permitted deployment period.

Payment for holiday work will be made on pro rata basis. e.g. for 1 Day

$$= \frac{\text{Per month Amount}}{\text{no. of days in that particular month}}$$

8) Penalty :-

An uptime of 99.99% is expected from the vendor. BEML may make a complaint about the service through letter, fax, email, phone, SMS or any other means as the user thinks fit or convenient to the service center of vendor. Vendor shall provide contact numbers/ e-mail IDs clearly.

On receiving complaint the Vendor shall respond/ repair/ resolve or provide required services within the period as stated below:-

Response Period	Resolution period	Penalty for Downtime
1 Hr	4 Hrs	@2.5% of contract value of 1 month for delay of every 4 hrs or part thereof subsequent to the permitted Resolution period.

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9) **Termination Clause:-**

- This contract may be terminated by BEML giving 07 days notice in writing given at any time without assigning any reason.
- Should there be any default on the part of the Service Provider in the satisfactory execution of the contract and if the performance continues to be unsatisfactory inspite of two written warnings, the contract is liable to be terminated without any further reference to the Service Provider at the absolute discretion of BEML in addition to the levy of penalty / recovery of extra expenses incurred for making alternate arrangements and also the EMD will be Forfeited.
- Notwithstanding anything stated in this contract, the Chief of Stores of BEML, Pune will have the right to terminate the contract without notice and without assigning any reason, if he is of the opinion that the Service Provider is negligent in rendering services in terms of this Contract or the services rendered are not satisfactory.
- In case of dispute as regards the satisfactory performance or otherwise of the contract, the decision of the Chief of Stores of BEML Pune shall be final and legally binding.
- All disputes and differences arising out of or in any way concerning the contract whatsoever shall be referred for decision to "Chief of Stores of BEML Pune", whose decision shall be final and binding on the all parties.

E). **Vendor's Responsibility**

- a. The Vendor shall always be regarded, as an independent contractor for providing of Forklift on rental basis and their employees shall not at any time regarded as BEML's employees. BEML shall not be liable / responsible for any damage / loss or injury, if any, caused to the life or property of any person/s by reason of any acts of commission or negligence on the part of employees of the Vendor.
- b. BEML shall not be liable / responsible for the claims, if any, of the employees of the vendor under Workmen Compensation Act or any other enactments. The Vendor shall keep BEML fully indemnified and harmless always against all claims and proceedings, if any, of his employees or other against BEML.

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- c. The Vendor shall be responsible to BEML for the good behavior of his personnel whilst they are in the BEML's premises / COD (Central Ordnance Depot., Dehu Road, Pune). Vehicles and personnel of the Vendor entering the BEML premises / COD will be subject to scrutiny, check and other rules framed by BEML, Vendor shall also ensure good behavior with our customer.
- d. The Vendor shall hold BEML harmless and indemnified against all claims for damages (inclusive of legal costs in connections therewith) whether arising in consequences of personnel injury or death (irrespective of whether such claims arises in accordance with the provisions of the latest workmen's Compensation Act or any other Law in force) or to any other property by accident, negligence or otherwise arising out of and in the course of execution of the contract. And if any amount is made payable by BEML, the same shall be reimbursed to BEML immediately on receipt of a claim or the same shall be recovered out of any of the amounts due to the Vendor.
- e. During the operations of the contract, the Vendor will be responsible for the safety of all the persons and BEML's property within the vicinity of the works. If there is any loss to BEML due to the negligence or fault of the Vendor or its employees or representatives the Vendor shall compensate BEML for such loss as assessed by BEML.
- f. Vendor shall ensure that the Forklift provided is fully compliant with Emission norms & to have the renewed certificate issued by a competent authority.
- g. Please note that in absence of the above certificates the subject Forklift will not be allowed to enter/ park inside the factory premises/ Division of BEML Ltd. This is mandatory requirement for ISO-14000, Environment Management System.
- h. The Vendor shall comply with /discharge all liabilities towards the labour employed under the provisions of various enactments such as latest applicable Contract Labour (Regulation and Abolition) Acts and Maharashtra Rules etc., and also the provisions of all other laws such as Industrial Disputes Act, Factories Act, Employees State Insurance Act, Workmen Compensation Act, Employees Provident Fund Act, Gratuity Act., etc., as may be applicable to the Vendor and shall keep BEML fully indemnified and harmless at all times in respect of breaches, if any, of the said laws on the part of the Vendor and or on any other account.

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- i. The Vendor should provide the valid Driving License & Accident free record of driver before taking up the BEML Work.

F). Terms & Conditions :-

- a. Forklift given on rent have to be less than two year old. i.e. Forklift should be registered on or after 01/12/2017 only. Before placement of Forklift vendor needs to submit the documents for verification.**
- b. Contract will be for a period of 1 Year. BEML reserves the right to extend the contract for a 1 year extendable period OR spill over period at the same rates, terms and conditions. The finalized rates will be firm during the contract period.
- c. BEML may increase the quantity during the tenure of contract at the same rates, terms and conditions.
- d. Price to be quoted in Indian Rupees only
- e. Payment Terms: Within 60 days from the date of Invoice duly certified by BEML. Statutory deductions / TDS wherever applicable are deductible as per rules.
- f. Delivery: The Forklift is required to be delivered and make ready for operations within 07 days from the date of Issue of Work Order. In case of failure to deploy owned/hired Forklift by the vendor on the stipulated date, damages for non deployment will be levied / charged thereof till the Forklift is provided by the vendor. The damages to be levied @ Rs.2000/- per fork lift per day or part.**
- g. FAX / Email quotations not accepted.
- h. Please note that the quotation reaching our office after the specified time will be ignored.
- i. The quotation should be complete in all respects and free from ambiguity.
- j. The price quoted should be F.O.R. destination and shall be inclusive of operating costs, Driver wages/allowances, maintenance, all statutory requirements, installation charges, insurance and all other charges.

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- k. The rates agreed shall remain firm for the period of the contract i.e., One Year and No request for revision of rates will be entertained on any account after acceptance of the tender and during the contract period.

No charges of whatsoever nature would be paid additional to the cost mentioned above. While quoting the rates, the tenderers are advised to take into account all factors, including any fluctuations in the market rates, etc.

- l. **Price Bid Validity:** should be valid for 120 days (one hundred twenty days) from the date of tender opening.
- m. Indicate all applicable taxes & duties separately.
- n. BEML reserves the right to accept or reject any bid without assigning any reasons thereof.
- o. Canvassing by tenderers in any form including unsolicited letters on tenders submitted or post tender Corrections shall render their tender/s liable for rejection.
- p. The Contract will be placed on L1 bidder on Total landed cost basis.
- q. If taxes are not mentioned separately in the quote, it will be considered as the price quoted is inclusive of all taxes.
- r. If two or more bidders quote the same price, BEML reserves the right to seek revised offer from the same bidders and placing order in revised L1 offer.
- s. Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection. Firms not accepting the terms & conditions need not apply.
- t. BEML is not responsible for any postal delay.
- u. The person signing the tender form (or any other document forming part of the contract) on behalf of another, shall be deemed to warranty that he has the authority to sign such documents and if, on inquiry it appears that the person so signing had no authority to do so, the purchaser, may without prejudice to other civil and criminal remedies against the contract, holds the signatory liable for all costs and damages and forfeiture of the security deposit.

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G). FORCE MAJEURE:-

Notwithstanding anything contained in the Contract, neither the Service Provider nor the BEML 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 BEML or the Service Provider. 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 Service Provider or *the acts on which* the BEML 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 Service Provider along with supporting evidence and so granted by the BEML for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, BEML 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. BEML may takeover partly processed material at a mutually agreed price.

H). ARBITRATION:-

Stores Department of BEML Pune warehouse will be the deciding authority as regards the satisfactory performance or otherwise of the contract.

Disputes if any, arising between the company and the Vendor in connection with this Contract 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 Indian Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of arbitration shall be at Mumbai 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.

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In case of dispute as regards the satisfactory performance or otherwise of the contract, the decision of the **Chief of Stores of BEML, Pune Warehouse** shall be final and legally binding.

All disputes and differences arising out of or in any way concerning the contract whatsoever shall be referred for decision to "**Chief of BEML, Pune Office**", whose decision shall be final and binding on the all parties.

I). JURISDICTION:-

In respect of all matters arising out or pertaining to this tender and the contract coming into existence on acceptance thereof, the cause of action shall be deemed to have arisen only at BEML. In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Mumbai shall only have jurisdiction.

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J). Price Bid through e-mode: - (NOT TO BE UPLOADED & NOT TO BE SEND THROUGH POST)

Sl. No.	DESCRIPTION	unit	Amount in Rs.
1.	Hiring of 3 Ton Diesel Operated Forklift, Make :- Voltas, Model :- DVX 30FC (Diesel Forklift Rental Charges with Driver per Month)	Per month	Quote in respective 'Item Data' in the SRM system of E-Procurement in Vendor Log-In

- 1) Rate quoted shall be exclusive of the GST.
- 2) The rate quoted should be inclusive of all elements involved in the operation. Besides any other element/s envisaged/involved should also be included in the calculation of the quote and submit the bid as a single value. No additional remarks, footnotes, riders, separate rates and modification will be entertained and in case if any other element is indicated then their offer will be liable for rejection.

Yours faithfully
 For BEML LIMITED

Sd/-
 Asst. General Manager
 BEML Limited,
 C/o Central Ordnance Depot,
 Dehu Road, Pune - 412 101