

**BEML Limited  
(Govt.India, Mini Ratna Company – Ministry of Defence),  
RegionalOffice,  
D.No.F-4, Dr.Rajendra Prasad road,  
Block - 27, Neyveli – 607 803,  
Phone&Fax: 04142-268517**

**Sub: Supply & Commissioning of 03 Nos. of Pneumatic Grease Gun (ELGI/SKF make) for the maintenance of heavy earth moving equipments working in various mines of M/s.NLC India Limited, Neyveli.**

**Notice Inviting Tender (e-tender through BEML SRM)**

BEML Limited wishes to invite competitive bids from the contractors suitable for the supply & commissioning of 03 Nos. of Pneumatic grease gun for the maintenance of FMC equipments working in various mines of M/s. NLC India Limited, Neyveli under jurisdiction of our Regional Office at Neyveli.

Type of Bidding is 2 Bid Public e-tender. Bidders are strictly required to submit Technical as well as price bid along with all relevant documents as stipulated in this NIT in Supplier Resource Management (SRM)/e-procurement portal of BEML. However technical bid will be scrutinized for their qualification for further contending in Price bid. Price bids of only those bidders will be entertained who are found suitable for executing the work under Regional Office, Neyveli by the tender committee. BEML Limited will not be bound to assign any justification for difference in rating of the bidders, acceptance, or rejection of any bid. No-offline mode of bid submission will be accepted.

**Pre bid meeting is on 18.03.2020 at 10:00 hrs**

**Last date for submission of bids is 03.04.2020 up to 15:00 hrs**

**Technical bids will be opened on 03.04.2020 at 16:00 hrs**

**Instruction to Bidders**

Both Technical Bid (except original DD for EMD) and Price bid are to be submitted through electronic mode only in the system.

Earnest Money Deposit of Rs. 4,500.00 (Rupees Four Thousand Five Hundred Only) has to be paid by DD/BG/e-transfer in favour of BEML Ltd., Neyveli has to reach the address as mentioned below on or before the closing date and time of the tender:

Address:

The Regional Manager

F-4, Dr.Rajendra Prasad Road,

Block – 27,

Neyveli – 607803.

Ph : 04142 268517

Bidders are required to go through instructions carefully and submit the bid as required. Clarifications if any may please be obtained from the Regional Office, Neyveli.

Tender is in two bid system.

**Please note that as per the directives from Ministry of Defence, Class-III Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class –I or Class-II Digital Signatures.**

**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-III Digital Signature Token or arranging renewal of the existing Class-III Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.**

**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](mailto:admin.srm@beml.co.in).**

**Technical Bid**

Please upload all the technical bid documents in the Collaboration Folder in the system. Please ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

Technical bid: Scanned copy of the following documents should be uploaded in Collaboration Folder on SRM Platform:

<b>S.No</b>	<b>Description</b>	<b>Requirement</b>
1	Experience in supply & commissioning of the Pneumatic Grease Gun and Previous supply order copy.	PO copies for the supply and commissioning of the Pneumatic Grease Gun to any PSU's or Private Sectors in last 2 years.
2	Earnest Money Deposit (EMD) Returnable	Rs. 4,500.00 (Scanned Copy of DD/BG/e-transfer copy – To be enclosed in Technical Bid).Refer Clause :4.
3	PAN No.	Copy to be Submitted.
4	GST Registration of the Firm	Copy to be Submitted.
5	Acceptance of NIT terms	Scanned copy of acceptance with initials in all pages to be Submitted.
6	Technical Specification Sheet	As per Annexure has to be submitted
7	Bank Account Details	Account Details in the mandatory format shall be included.

**PRICE BID**

Commercial Bid: Please quote the price details in 'Item Data' in the system only against the respective items provided therein.

Tenderer shall quote their minimum charges. The quoted price should be exclusive of any tax and to be firm during whole contract period.

**TERMS & CONDITIONS**

**1. Scope of the Contract:**

- a) Supply: The item has to be delivered on FOR basis (door delivery) to our stores:  
M/s BEML Limited,  
F-29, Jawaharlal Nehru Road,  
Block- 26,  
Neyveli – 607803.
- b) Transportation: The transportation cost should be included in the quoted price.
- c) Commissioning: The commissioning of the pneumatic grease gun has to be carried out in all the three mines. The transportation of item from our stores to Mines is responsibility of us.
- d) Training: The training has to be imparted to the staffs in all the three Mines compulsorily for the operation and maintenance of the pneumatic grease gun.

**2. Scope of work:**

**2.1. General Conditions:**

**1. Validity:**

- a) The validity of the price shall be 90 days from the date of submission of bid

**2. Warranty Clause:**

The warranty of the Pneumatic Grease Gun shall be 1 year from the date of commissioning at site arising due to manufacturing defect or due to operation.

**3. L.D Clause:**

- a) Liquidated damages at the rate of 0.5% of the order value of the goods delayed for each week of delay or part thereof subject to a ceiling of 10% of the total order value will be levied without any prejudice.

**4. Earnest Money Deposit:**

- a) An amount of Rs.4,500.00(Rupees Four Thousand Five Hundred Only) has to be submitted as an Earnest Money Deposit which will be refunded if the bidder does not qualify in the tender process at any stage.
- b) EMD can be submitted as DD/BG in favour of BEML Limited, Neyveli. Format for BG is enclosed in Annexure – I.
- c) EMD can be paid through e-transfer (RTGS/NEFT) to the bank account mentioned below:  
Account No :10895130093  
Bank : SBI (Neyveli Main Branch)

- d) EMD is exempted for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. Proper authenticated document for registration has to be submitted along with the bid.

**7. Payment:**

- a) SUPPLIER shall provide an invoice with bank account details in triplicate to The Regional Manager, BEML Limited, R.O Neyveli within 07 days from the supply and successful commissioning of the Pneumatic grease gun at site.
- b) Payment will be made by online transfer only.

**8. Taxes:**

- a) The quoted price should be exclusive of taxes.
- b) The tenderer has to produce the challan as proof of the payment to the service tax authority.
- c) Tax, as applicable, shall be deducted at source by BEML from the supplier's bill at the time of payment.

**9. Indemnification:**

- a) The supplier shall indemnify BEML LIMITED against all damages and losses incurred or to be incurred including all expenses by BEML LIMITED due to non-observance of statutory provisions for obtaining proper permit/license from the appropriate authorities.
- b) The supplier shall indemnify BEML LIMITED against any claims or demands made by any employee or labour engaged by the contractor due to any accident or damage caused due to negligence or carelessness of the supplier / supplier's employee.

**10. Cancellation:**

- a) BEML reserves the right to cancel the contract / order or any part thereof without assigning any reason by giving written notice one month in advance. Reason for discontinuity may not necessarily be informed to the contractor.

**11. Arbitration / Disputes:**

Disputes, if any, that may arise between the parties in any of the matter connected herein will be mutually discussed and amicably settled, failing which the same will be referred to a sole arbitrator to be appointed by BEML Limited and the proceedings shall be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time. The Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in Neyveli”.

**12. General Conditions:**

- a) The tenders should confirm to BEML specification and conditions in every detail and any tenders not conforming to BEML specifications and conditions will be summarily rejected.
- b) All claims arising by OR at the instances of the labors or their heirs or successors including claims under the Employee's compensation Act shall be met by the contractor on his own account and the company shall have no liability in that behalf and shall be kept duly indemnified by the contractor. The company's liability will be limited only to the statutory requirement.
- c) In the event of the contractor failing OR neglecting to carry out the work as specified and as required by the company (BEML), the company shall be entitled to recover damages from the contractor, such damages being equivalent to the extra amount which the company is obliged to pay for testing the oil samples through other firms 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 contractors and at it option also be entailed to terminate the contract.
- d) All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the CEO of the Company, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at Neyveli shall alone have exclusive jurisdiction to entertain and adjudicate thereon.
- e) In case the tenderer after quoting withdraws from the tender or refuses/delays in commencing the work or stop the work abruptly, their EMD / Security Deposit, as the case may be, shall be forfeited.
- f) Quotations, other than those called for, in the enclosed tender forms, are liable for rejection.
- g) The tenderer or their representative shall visit theRegional Office Premises to know the scope of work/ locations/ nature of work etc., before submitting the tender so as to avoid any ambiguity after accepting the Purchase Order / Work Order during execution of the contract. Before visiting, please contact04142-268517/265517 to confirm the appointment in advance on phone.

**13. Subletting of Contract:**

No subletting of the work is allowed.

**14. This forms the part of the tender document.**

-Sd-  
**Regional Manager**  
**BEML RO, Neyveli**