

BEML LIMITED

Regional Office, PB No.05,
Jingurdha Colliery,
Singrauli, Dist. Singrauli- (MP) 486889
Phone: 07805-272668, Fax: 07805-272282, TIN:27390264883

Ref. BEML/MS-1/20CuMRS/100/6300032563

Date: 12.05.2020

To:

Dear Sir,

Sub: E-Tender through BEML SRM for Supply of 28nos. LED light fittings (120watt, 230VAC) for fitment on 20Cum Rope Shovels under MARC at Jayant & Dudhichua Projects, NCL.

BEML Ltd., a Govt. of India Mini Ratna Public Sector Company under the Ministry of Defence is planning for purchase of 28nos. LED fittings (120watt, 230VAC) for fitment on 20cuM Rope Shovel under MARC at Jayant & Dudhichua Projects, NCL. The firm may download the tender documents and submit the tenders online through BEML SRM System.

Please go through the instruction and submit your single bid in SRM System complete in all respects **before 14.00 Hrs. on 26.05.2020**

Thanking you,

Yours faithfully,

For BEML LIMITED

REGIONAL MANAGER

Encl: Tender Document – 10 pages.



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TENDER DOCUMENT

FOR

**SUPPLY OF 28NOS. LED FITTINGS (120WATT, 230V AC) FOR
FITMENT ON 20CUM ROPE SHOVELS UNDER MARC AT JAYANT
& DUDHICHUA PROJECTS, NCL.**

CLOSING DATE & TIME

26.05.2020 at 14.00 Hrs.

This Tender Document contains 10 Pages

BEML LIMITED

Regional Office, PB No. 5, Jingurdha Colliery, Singrauli, Dist. Singrauli- (MP) 486889

Limited Tender Notice

Tender is in a single bid system, is invited from traders/dealers who can supply electrical items/consumables.

Description of Work:

Supply of 28nos. LED fittings (120watt, 230V AC) for fitment on 20Cum Rope Shovels.

Scope of Work :

- I. The tender is for supply of 28nos. LED fittings with specifications as 120watt capacity 230V AC operating voltage **with integrated ballast** of any branded/reputed manufacturer. Ballast box should not be separate entity from the fitting. Fitting should be compatible to Heavy Earth Moving Machinery (preferably Rope Shovel) application.
- II. Supplier has to quote the rate per quantity. The quantity indicated in the tender is tentative with a variation of (+/-) 10% during placing the PO.
- III. LED fittings to be delivered at our Regional Stores, post box no.5, Singrauli Colliery, Singrauli, Madhya Pradesh, Pin-486889.
- IV. The quoted rates should be inclusive of packing & forwarding charges including logistics & transit insurance.
- V. The supplied items not meeting the specifications (size, grade or quality) will be summarily rejected. Firm will have to replace the same on no additional cost to BEML.
- VI. Payment will be made on prorata basis.
- VII. 90% payment to the extent of stores supplied will be made within 21 days after receipt & inspection of materials at our stores and balance 10% payment after completion of warranty period of 5000 working hours or one year whichever is later.

Last date & time for on line submission: **26.05.2020 at 14.00 HRS.** for online submission of tender documents.

EMD & Security Deposit:

The tenderer is required to submit an amount of Rs.2000/- towards Earnest Money Deposit in the form of Digital transfer in favor of BEML Limited and copy of the same to be submitted along with Technical Bid.

BEML Bank Account details:

Account number: 10773219053

Branch: SBI MORWA

IFSC Code: SBIN0003767

MICR Code: 486002516

As per guidelines of the Government Of India under the MSME act, Micro & small enterprises registered under the MSME scheme with less than rupees two crores turnover per annum are exempted from payment of EMD. **TO AVAIL THIS FACILITY THE FIRM SHOULD FURNISH COPY OF CURRENT MSME CERTIFICATE.** Without this certificate and not full filling the eligibility norms should deposit the EMD amount.

Submission of Bid

Please upload all the technical bid documents in the Notes & Attachments at the main header in the system. Please ensure that no price details are mentioned in any of the documents uploaded as part of the Bid.

Following documents should be uploaded in Notes & Attachments at the main header on SRM platform:

- a) Scanned copy of the entire tender document duly signed by the bidder. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with full signature of the bidder however is permitted.**
- b) Copy of the EMD fee digital transfer transaction slip as indicated in the NIT is to be uploaded along with technical documents (or) current MSME certificate for availing exemption on EMD fee as per the guidelines of the Government Of India as mentioned above at EMD, as mentioned above.**
- c) The firm has to enclose a copy of bank account details (canceled cheque), PAN card copy and GST registration.**

General Terms & Conditions:

1. Please quote the price details in 'Price Conditions' in the system only against the respective items provided therein.
2. Technical Bids of the bidders will be opened first on the Technical Bid Opening Date/Time. Price Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation
3. The bidder shall accept all the terms and conditions of the tender.
4. Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement. For any further details required, the Tender issuing officer of BEML Ltd. may be contacted in person or through telephone nos. 07805-276668 / or email singrauli@rm.beml.co.in.
5. BEML reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of the process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. The offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged and the bid is an effort to be L-1, then the offer is liable to be rejected. BEML Ltd decision in this regard shall be final and binding.
6. The bidders are required to enter the price and taxes for all the items listed in the 'Price Conditions' in the SRM System. The price should be quoted for each item after careful study of the actual job requirement so that, in case the contract awarded, the contractor should not express any difficulties in the execution of the contract.
7. The GST shall be excluded from the rates, which will be paid extra at the applicable rate.
8. In the event of furnishing false information / incomplete information, the offer(s) shall be rejected.
9. BEML Ltd. Reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BEML Ltd. It also reserves the right to reject any or all bids without assigning any reasons thereof.
10. BEML Ltd shall not be responsible for any acts and omissions of the staff of bidders and liabilities arising out of the acts and omissions as such will be borne by the bidders.

All pages of Tender Document if any shall be signed by the tenderer with seal. The decision of Regional Manager, BEML Singrauli will be final and binding in finalizing the offer.

Other Information:

The intending Tenderers should note the following:

- a) Issue of Tender document to any Tenderer does not automatically qualify such Tenderer for the opening of their Tender document.
- b) Submission of Tender document, after due date and time, are liable for rejection.
- c) Postal transactions for issue of Tender documents or receipt of filled in Tender document shall not be entertained.
- d) Successful tenderers shall have registered with the sales tax authorities of the state government.
- e) BEML LIMITED, Singrauli may refuse the issue of Tender document to any applicant and is not bound to accept the lowest Tender offer and reserves the right to reject any or all Tenders or to accept wholly or partially any of the Tenders without assigning any reason whatsoever.

Digitally Signed:

**Regional Manager
BEML LIMITED,
Singrauli**

Tender Document

(Techno-commercial – Response to be submitted)

1.0 Title of Work:

Supply of 28nos. LED fittings (120watt, 230V AC) with integrated ballast for 20cuM Rope Shovels.

1.1 CONTRACTOR

Shall mean the Firm/ supplier whose offer has been accepted by BEML and the term includes the contractor's authorized representative, successors, heirs, assignee, executors, and administrators, unless excluded by the contract.

1.2 SUB-CONTRACTOR

Means the person/firm named in the contract/ Work order for executing the work or any persons/firm to whom any part of the contract /work order has been given by the contractor, subject to the prior consent given by BEML in writing and the term includes the sub-contractors authorized representative, successors and assignees.

1.3 PROJECT – IN –CHARGE.

This means the person appointed for the duties set forth in the contract/ work order on its behalf and whose authority is notified, in writing to the contractor by BEML.

1.4 CONTRACT

This means the written agreement between BEML AND CONTRACTOR/FIRM/REPAIRER made from time to time.

1.5 TENDER VALUE

This means the mutually agreed price between BEML and the Contractor for the supply of items as per the Scope of work.

1.6 WORKMEN

Supervisory & the administrative staff and / or any other person(s) deployed by that Contractor for the execution of this contract.

1.7 WARRANTY PERIOD

5000 hrs of operation on the Machine from the date of fitment after the repair or ONE YEAR from the date of acceptance of LED fittings, whichever is later.

1.8 PROJECT SITE

Means the place and land in Jayant & Dudhichua Projects of NCL Ltd where the shovels are placed.

1.9 EQUIPMENT

20Cu.M OR 295HD Rope Shovel

2.0 SCOPE OF WORK BY THE FIRM

2.1 Supply of 28no.s Led fittings (120watt, 230V AC) for 20cuM Rope Shovel as the detailed scope of work.

2.2 SECURITY

It shall be the responsibility of the Contractor to safeguard, safe handling and safe protection of the material till it should be deposited at our Singrauli Regional Office Stores.

3.0 SCHEDULE/ TIME PERIOD FOR MOTORS REPAIR:

LED light fittings has to be delivered within 3 weeks from the date of receipt of the supply order from BEML.

4.0 SCOPE OF WORK BY BEML: NIL.

5.0 Transportation.

The contractor shall arrange his own arrangement to deposit the material at BEML Regional Office Singrauli.

6.0 TERMS AND CONDITIONS:

6.1 COMMERCIAL TERMS

6.1.1 PERFORMANCE WARRANTY (WARRANTY PERIOD)

The supplied material shall give a service life of 5000 working hours on the Machine or one year after delivery whichever is later. Any defects/premature failres during the warranty period shall be carried out by supplier at free of cost.

6.2.1 Delivery schedule and Penalty:

The LED fittings has to be delivered within 3weeks from the date of receipt of supply order from BEML.

For every week of delay, over and above the allowed as above, a penalty of 0.5% per week of the order value shall be levied, subject to a maximum of 5% of the value of the repair cost.

6.2.2 PAYMENT TERMS AND CONDITION:

Payment will be made on prorata basis (i.e. repaired motor will be paid)

- i) 90% payment to the extent of stores supplied after adjusting the EMD amount will be made within 21 days after receipt & inspection of materials at our stores.
- ii) 10% payment after completion of warranty period of 5000 working hours or one year whichever is later.

6.3 GENERAL TERMS

6.3.1 CONFIDENTIAL CLAUSE.

The contractor shall use all technical information, drawings and other advice/ information provided by BEML only for the execution of this contract. The contractor shall not pass on any data, material or information or drawings to other agencies or use for any other purpose.

6.3.2 SUSPENSION OF WORK

The contractor shall on written order of the Project-in-charge (BEML), suspend the progress of the works or any part thereof for such time or times and in such manner as the Project-in-Charge (BEML) may consider necessary and shall during such suspension properly protect and secure the work, so far as is necessary in his opinion.

6.3.3 DELAYS IN THE CONTRACTORS PERFORMANCE

The TIME SCHEDULE for supply of LED fittings as stipulated in this contract Clause Number and amendment thereof shall be the ESSENCE OF THE CONTRACT.

Except as provided under force majeure clause a delay by the contractor in the performance of its delivery obligations shall render the contractor liable to the imposition of penalty as per the clause No 6.2.1.

6.3.4 ASSIGNMENT SUB-LETTING AND SUB-CONTRACTING

The contractor shall not assign the contract either wholly or part thereof or any benefit or interest therein or thereunder without the prior written approval of BEML.

The contractor shall not sublet the whole part of the contract. However, where otherwise provided in the contract/work order the contractor may sublet a part of the contract with prior approval of BEML. But such approval if given shall not relieve the contractor of any of the liabilities and obligations under the contract and he shall be responsible for the acts defaults and neglects of the sub-contractor, his agents or workmen.

6.3.5 INDEMNITY

The contractor shall indemnify BEML at all times against all claims made by the contractor's personnel and third parties in respect of any injuries accidents or any other claim in the form of compensation.

7.0 FORCE MAJEURE

The contractor shall not be responsible for any delay in the execution of this contract if the delay is caused as a result of Force Majeure.

“Force Majeure” means an event beyond the control of the Contractor, such as Floods, wars or revolutions, epidemics, strikes (caused by other than contractors own employees/ workmen), terrorist attack, etc.

7.1 ARBITRATION CLAUSE

If BEML and the contractor are not able to resolve any contract dispute amicably within a reasonable period of time, such disputes shall be referred to a sole Arbitrator to be appointed by BEML and the proceedings before the Arbitrator shall be governed by the provisions of Arbitrations and conciliation Act 1996, in which event the Arbitration proceedings shall be held at Bangalore and the Arbitrator shall be required to give a reasoned award. Courts in Bangalore alone shall have jurisdiction in the matter.

7.2 APPLICABLE LAW

The contract shall be interpreted in accordance with the laws prevailing in India.

7.3 JURISDICTION OF COURTS

The courts in Bangalore only will have jurisdiction.

REGIONAL MANAGER

BEML LIMITED, SINGRAULI