

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

Public Tender Enquiry (Bid invitation #)

Sub: Erection & Commissioning of 27 No's BEML BD155 Dozer in the Mines of M/s.NLC India Limited, Neyveli.

BEML Limited, Regional Office, Neyveli invites quotations through **e-mode** in Two-Bids System from the contractors suitable for **Erection & Commissioning of 27 No's BEML BEML BD155 Dozer** under jurisdiction of our Regional Office at Neyveli.

The detail Scope of work Specification is detailed below:

1. **Annexure I – Technical Terms & Conditions.**
2. **Annexure II - Scope of Work.**
3. **Annexure III – Commercial Terms & Conditions.**
4. **Annexure A – Bid Guarantee Format.**
5. **Annexure B – Undertaking Format**

Last Date for submission of bid (Technical & Commercial): 17.00 hrs on 03.02.2023.

Date of opening of Technical Bid : 17.30 hrs on 03.02.2023.

Thanking you,
For BEML Limited,

-Sd-
Regional Manager
Regional Office, Neyveli

Check list for submission of tender

Sl.No	Description	Details
1	Name of the Firm	
2	Address of the Firm	
3	Details of Contact person at the Head office	
4	Details of Contact person at the work site	

Sl.No	Description	Attachment Required	Yes/No	If No, Remarks
1	Eligibility : Experience (Clause 3.i)	PO Copies & Performance certificate needs to be enclosed.		
2	Eligibility : Earnest Money Deposit (Clause – 4 in Annexure I)	Necessary Documents to be attached		
3	Undertaking (Annexure – B)	Undertaking document to be attached.		
4	GST Registration Certificate	To be enclosed		
5	PAN Card	To be enclosed		
6	Bank Mandate Form	To be certified by Bank Manager		
7	Price not to be mentioned anywhere in Techno-commercial bid			
8	Agreed to penalty terms mentioned in the NIT			
9	Agreed to take up Erection & Commissioning work as and when orders are received from BEML and as per above terms and conditions.			
10	All the terms and conditions of the NIT are accepted and signed copy of the NIT is enclosed.			

Signature of the Contractor

Annexure – I
Technical Terms & Conditions

Bids through e-mode in GeM portal are invited from contractors who have previous experience in executing Erection & Commissioning, Maintenance of HEMM/Mining/Excavating Equipment. (Work experience for these jobs carried out during preceding 07 (seven) years from the date of this tender only will be considered).

1. Title Of Work:

Erection & Commissioning of 27 No's BEML BD155 Dozer in the Mines of M/s.NLC India Limited, Neyveli.

2. Availability of Tender Document:

Tender Documents are available in GeM portal.

3. Eligibility:

Only contractors, who have previous experience in executing Erection & Commissioning, Maintenance of HEMM/Mining/Excavating Equipment are eligible to participate in this tender.

i.Experience:

- a) PO copies of Erection & Commissioning, Maintenance of HEMM/Mining/Excavating Equipment carried out in any PSU's/central or state government/quasi or private in one or two agreements in the name of firm/name of partner firm in the last 5 years.
- b) Performance/completion certificate for the above-mentioned contract/order. In case of work executed for BEML, Performance/completion is Certificate not required.
- c) PO copies of ongoing contract shall be considered only if the execution period is not less than 3 months.

4. Earnest Money Deposit:

- a) Earnest Money Deposit (EMD) (Value mentioned in GeM Bid) is to be deposited through RTGS/NEFT, Net banking / or in the form of Non-refundable Demand draft drawn in favour of BEML Limited, Neyveli drawn on any scheduled bank payable at Chennai. EMD can also be submitted as BG in favour of BEML Limited, Neyveli. Format for BG is enclosed in Annexure – A.

Bank Details for online payment of EMD is as under:

Account No : 10497522222

Bank : State Bank of India, Nungambakkam Branch

IFSC : SBIN0001176

In case of submission of EMD in the form of Demand Draft (DD), Demand Draft (DD) shall be submitted in sealed envelope duly super scribing the Bid Invitation No, closing date and time at the top of the envelope. The words EMD shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope. The sealed envelope has to reach the any BEML Regional/District office & activity centre all around India. Details of office address can be taken from BEML website or contact 04142-265517. The acknowledgement copy of bid submission in the concerned office shall be enclosed in the bid.

- b) EMD can be exempted only for MSE registered contractor. Documents for MSE registration has to be uploaded in the bid.

Note:

1. Bidder shall ensure that their EMD to be deposited in the above-mentioned account well before the date of submission of bid or if, EMD is submitted in the form of DD, is to be dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.
2. Quotation submitted online without submission of EMD in-time will not be considered.
3. EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
4. EMD submitted for lesser than stipulated amounts will not be accepted and the quotation is liable to be rejected.
5. EMD of technically disqualified bidder's will be returned.
6. EMD of successful bidder will be released after submission of Performance Bank Guarantee.
7. Earnest Money Deposit which will be refunded if the bidder does not qualify in the tender process at any stage.
8. The Earnest Money of successful bidder may be refunded or adjusted against security deposit as agreed mutually.
9. EMD does not carry any interest on return.
10. EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.

5. Blacklist :

Contractor should not be banned/ blacklisted/ debarred from Trade by any Central/ State Government department/ Autonomous Institutions or PSUs in India. Undertaking document has to be submitted as per the Annexure-B.

6. Integrity Pact :

- a) This is applicable for contract value more than Rs.1 Crore.
- b) Contractors shall enter into Integrity Pact with Company for contracts value as specified by the Company. The integrity pact format can be downloaded from BEML company website under the SUPPLIERS header.
- c) The original integrity pact duly signed shall be submitted to Regional Office, Neyveli before closing date of tender. Scanned copy of integrity pact shall be uploaded along with the technical bid.

7. Receipt & opening of tenders:

Both Technical Bid and Price Bid are to be submitted separately in the GeM portal before the due- date and time of the tender. Please ensure that no price details are to be mentioned in any of the documents uploaded as part of the Technical bid. If price is indicated in the technical bid, the bid shall be rejected.

Technical Bids will be opened first by BEML on the Technical Opening Date/Time. Later Price Bids of the Tender will be opened for only those bidders who will qualify (after Technical Evaluation by BEML), for bidding on the basis of Technical information furnished in the Technical Bid. The decision of tender committee will be the final.

All the pages of the Tender Document and enclosures to be signed by tenderer with seal and scanned document of the same is to be uploaded in the tender as part of the Techno-Commercial Bid.

8. Other information:

The intending Tenderers should note the following:

- a) Successful tenderers shall have to get themselves registered with GST Certification. (GST Certificate Required).
- b) BEML Limited, Neyveli 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.
- c) Interested parties may/shall visit the site before quoting.
- d) Pre bid meeting will be held at R.O BEML LTD., NEYVELI . Interested bidders can attend the meet before submission of Bid. Contact 04142-265517 for date of pre-bid meeting.
- e) In case of two or more bidders being the lowest bidder, the bidder with the highest average turnover of preceding three years will be considered as L1 bidder. The decision of M/s BEML in this regard will be final.

- f) If the EMD amount & Integrity pact, as specified, is not received before the closing date, bid will be rejected.

-Sd-

REGIONAL MANAGER,
BEML LIMITED,
Neyveli – 607803.

ANNEXURE – II
SCOPE OF WORK

1. Title of Work:

Erection & Commissioning of 27 No's BEML BD155 Dozers in Mines of M/s.NLC India Limited, Neyveli.

2. Scope of the Contract:

- a) Total number of BEML WS28-2 Water Sprinklers to be commissioned is furnished below:

Sl.No	Description	Qty
1	Commissioning of BEML BD155 Dozers	27

- b) Contract period shall be 6 months from the date of issue of order.
- c) Tenderer shall quote their minimum charges for Commissioning of 27 No's BEML BD155 Dozers along with the applicable taxes. L1 bidder shall be selected based on the total price quoted.

3. Scope of Work:

- a) Unloading of Sub-Assemblies (Dozer, Cabin, ROPS structure, Blade assembly, etc.) from the trailers at the place allocated by M/s.NLC Limited for Erection and positioning the same, suitable for Erection works.
- b) Assembly & Erection of Sub-Assemblies.
- c) Completing all Hydraulic & Electrical connections.
- d) Checking & topping up all lubricants, coolants etc.
- e) Starting & commissioning of Equipment.
- f) All Tools & tackles required for the unloading & commissioning work shall be the scope of contractor.
- g) Cleaning & painting touch – up of equipment as required by BEML team before handing over of the Equipment to NLC.
- h) Assisting in movement of Commissioned Equipment to the required place desired by M/s.NLC Limited / BEML Limited.

3.1 Other conditions:

- a) The crane facilities (without operator), welding set & Gas cylinder (without welder) shall be spared free of cost.
- b) During the first 30 days after the commissioning of the equipment, any work to be carried out due to the deficiencies during the Erection and commissioning shall be attended by the contractor free of cost.

3.2. Man Power

- a) The Contractor shall ensure to provide experienced supervisors to monitor & sufficient skilled / semi-skilled manpower to execute the contract on round the clock basis.
- b) All manpower deployed by the contractor shall be covered under EPF, WC and the other statutory labor laws applicable.

- c) The contractor shall engage workmen of age not less than 18 and not more than 60 and shall produce necessary proof for the same if called for.
- d) The contractor shall make their own arrangements for movement of their service personnel to the work spot allotted by BEML.
- e) The contractor will be solely responsible for providing safety items to their personnel engaged by them for working in the mine area.

3.3 VTC

- a) The contractor shall employ only those persons who have completed their initial training at Vocational Training centre/Mine-1/Mine-2 with proof thereof/shall arrange to get his workmen trained in VTC as per rules before being inducted for works in mines. The cost/expenditure towards such training shall be borne by the contractor.
- b) The wages for the period of training in the VTC shall be paid to the workmen by the contractor.
- c) It is the responsibility of the contractor to get the necessary movement passes for their employees from M/s.NLC Limited in accordance & co-ordination with M/s.BEML Limited.

ANNEXURE -III**COMMERCIAL TERMS AND CONDITIONS****1. Validity of the Contract:**

- a) The validity of the contract will be 06 months from date of issue of order.
- b) Sub-orders with break-up quantity will be released over the contract period.
- c) The contract may however be short-closed at the discretion of BEML on the basis of techno-commercial performance evaluation of the re-conditioned spares.
- d) The contract shall remain in force for a till completion of contract from the date of commencement of the contract with an option to extend it for further period/s on the same terms and conditions and at the same rate with mutual consent of the Contractor and BEML for 50 percent of the original order quantity.

2. Penalty Clause:

- a) Time schedule for the commissioning: 7 days from the date of receipt of the last consignment of the equipment.
- b) 0.5% of the contract order value will be levied as penalty till the ceiling of 10% of total contract value for each week of delay in time schedule.

3. Security Deposit:

- a) The successful Tenderer should agree to execute Security Deposit in the form of BG from Nationalized Bank/Demand Draft drawn in favour of BEML LIMITED, Chennai for the value

equivalent to **10% of contract value** (Including Service Tax) within 60 Days from the issue of the Work Order.

- b) Validity of the BG shall be 3 months from the date of completion of the contract.
- c) The same shall be returned within 60 days from the successful completion of the contract.

4. Payment:

- a) CONTRACTOR 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 of re-conditioned spares.
- b) Payment shall be made by online transfer only.

5. Taxes:

- a) The quoted price should be exclusive of taxes.
- b) Tax, as applicable, shall be deducted at source by BEML from the contractor's bill at the time of payment.

6. Indemnification:

- a) The contractor 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 contractor 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 contractor / contractor's employee.

7. 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.
- b) In case the contract is to be short close by the contractor, the contractor must serve a 3 months' notice prior to the closure.

8. 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”.

9. 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) The successful tenderer shall execute an agreement in a bond paper of worth not less than Rs. 80/- (Rupees Eighty only) as per the format given by BEML Limited. The successful tenderer is requested to sign the work order prepared based on the quote/accepted rates placed on him by the accepting officer.
- c) 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.
- d) 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 reconditioning the drum 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 its option also be entitled to terminate the contract.
- e) 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 therewith with the courts situated at Neyveli shall alone have exclusive jurisdiction to entertain and adjudicate thereon.
- f) 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.
- g) Quotations, other than those called for, in the enclosed tender forms, are liable for rejection.
- h) The tenderer or their representative shall visit the Regional 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 contact 04142-268517/265517 to confirm the appointment in advance on phone.

11. Subletting of Contract:

No subletting of the work is allowed.

said CONTRACT or by the reason of the CONTRACTOR's failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the BANK under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

4.0 We the BANK further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said CONTRACT and that it shall continue to be enforceable till and dues of the CORPORATION under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till 90 days from the opening of cover-1 bid, CORPORATION certifies that the terms and conditions of the said CONTRACT have been fully and properly carried out by the said CONTRACTOR and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing till 90 days from the opening of cover-1 bid, we shall be discharged from all liability under this guarantee thereafter.

5.0 we, the BANK further agree with the CORPORATION that the CORPORATION shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend the time of performance of the said CONTRACTOR from time to time or to postpone for any time or from time any of the powers exercisable by the CORPORATION against the said CONTRACTOR and to forbear or enforce any of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the CORPORATION or any indulgence by the CORPORATION to the said CONTRACTOR or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6.0 We the BANK lastly undertakes not to revoke this guarantee during its currency, except with the previous consent of the CORPORATION in writing. The BANK further agrees that the decision of the CORPORATION as to the failure on the part of the CONTRACTOR to fulfill their obligations as aforesaid and/or as to the amount payable by the BANK to the CORPORATION hereunder shall be final, conclusive and binding on the BANK.

8.0 Notwithstanding anything contained herein:

- a) Our liability under the BANK guarantee shall not exceed Rs. (Rupees only)
- b) this BANK guarantee shall be valid for 90 days from the opening of cover-1 bid and
- c) we are liable to pay the guaranteed amount or any part thereof under this BANK guarantee only and only if you serve upon us a written claim or demand on or before (valid for 90 days from the opening of cover-1 bid).

Date the..... day of2019.

For BANK

ANNEXURE - B

UNDERTAKING

This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____