

BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)

Regional Office,
F-4, Dr. Rajendra Prasad Road,
Block-27, Neyveli-607 803.

TENDER ENQUIRY

Tender Ref.:BEML/MAH/CRANE/2023-25/

Date: 08.05.2023

To: M/s.

Dear Sir,

Sub: Crane Hire Contract on call out basis as and when required for Neyveli Depot.

BEML LIMITED invites quotations in two bid system from reputed service providers to enter into 2 years **Crane Hire Contract on call out basis as and when required for Neyveli Depot**, as per the terms and conditions specified in the tender. **The bids are to be submitted/ uploaded on or before closing date and time i.e. _____ by 15.00 Hrs.**

The scope of work and terms & conditions shall be as per **Schedule-A (Part-A)** and Special terms & conditions shall be as per **Schedule-A (Part-B)**. You are requested to quote your lowest offer for above said Contract.

1. SUBMISSION OF BIDS :

This tender consisting of

Part A – Submission of EMD (In Manual/Online Mode)

Part B – Submission of Technical Bid (Through GeM Portal)

Part C – Submission of Price Bid (Through GeM Portal)

The details are as below: -

1.1 Part A : Submission of EMD (to be submitted through Manual mode/ Online Mode) :

Earnest Money Deposit (**EMD***) refundable (*Exempted for MSME) to be paid on ONLINE (DIGITAL) TRANSFER OF AMOUNT **Rs 10,000.00** in favor of BEML Limited Chennai.

The Regional Manager,
Regional Office,
BEML LIMITED,
F-4, Dr. Rajendra Prasad Road,
Block -27, Neyveli-607803.

(Envelopes as above received by due date & time will be opened in presence of bidders who wish to be present on closing date at **16:00 Hrs** at the above venue. The bids of the tenderers whose envelopes containing above DDs received after closing date & time will not be considered)

1.2 Part B : Technical Bid : (To be submitted through GeM Portal)

TECHNICAL CRITERIA:

Sl No	Criteria Details	Documents required to be uploaded in Collaboration folder of SRM system in PDF format for evaluating the Criteria(*)
1	The average annual turnover for the last 3 financial years, i.e. 2020-21, 2021-22 & 2022-23 shall not be less than Rs 1.5 Lakhs	Please upload Audited Balance Sheet and Profit & Loss account statements of last 3 financial years. (i.e.2020-21, 2021-22 & 2022-23)
2	Experience of having successfully completed similar works during last 07 years ending last day of month previous to the one in which Tenders are invited, should be either of the following: a. Three similar completed works costing not less than Rs.2.00 Lakhs OR b. Two similar completed works costing not less than Rs.2.50 Lakhs OR c. One similar completed works costing not less than Rs.4.00 Lakhs	Please upload Work order copy along with Work Completion Certificate for any one applicable issued by the Firm served (i.e. 'a' or 'b' or 'c') .
3	Brief Details about the Firm/Agency	Please upload filled in format as per Enclosure-1.
4	Not banned/ blacklisted/ debarred from Trade by any Central/ State Government department/ Autonomous Institutions or PSUs in India.	Undertaking document as per the Enclosure-2
5	An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	Undertaking document as per the Enclosure-3

***Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.**

Please ensure that **no price details** are mentioned in the technical bid (attachments to the Collaboration Folder) or in the envelope with EMD. **Offers with price details either in technical bid (under part B) or in the envelope at Part A, will be rejected.**

1.3 Part C : Price Bid: (To be submitted through GeM Portal)

Please quote the price details in 'Item Data' in the system only as indicated.

The details to be entered in the Item Data in the GeM portal is as given below:

Estimated Tender Value is Rs.5.0 Lacks for 2 Years contract.

CATEGORY-A: CRANE HIRING CHARGES PER HOUR

SL. NO.	DESCRIPTION	No. OF CRANE REQUIRED	SERVICE CHARGES PER HOUR in Rs. (exclusive of GST)
01	Crane Hire Contract on call out basis as and when required for Neyveli Depot	01 No. (12 TON Capacity)	

Note:

- 1) Based on the verbal intimation of Stores In-charge (Neyveli), Crane Should be positioned at Neyveli Depot.
- 2) Crane should reach the Neyveli Depot within one hour of intimation.
- 3) Crane should carry all the required material handling tools and tackles like Rope, Chain, belt and sling and D-Shankle, etc.
- 4) **Service provider should be available within 20 KMS radius from Neyveli Depot.**
- 5) **Service provider Register Office should be available in Tamil Nadu.**
- 6) Working hours will be accounted for actual running hours at Neyveli Depot.
- 7) No additional charges will be provided for To and FRO movement.
- 8) No other additional charges will be entertained. Other than crane hiring charge no other charges will be paid (Eg : Fuel, Waiting Charges, Driver Charges etc.)
- 9) Bills will be processed on monthly basis.
- 10) No assured minimum number of hours per call out.
- 11) No assured business will be given(ie NO minimum hours per Month).
- 12) Call out is purely based, as and when required.

1.3.1 Determination of lowest bidder (L-1):

Lowest bidder shall be determined on Service charges per hour basis.

1.3.2 BEML reserves the right to award the contract to one or more agencies based on the commercial viability. In all the above cases, BEML reserves the right to counter offer against any specific quoted prices of L1 agencies, if they are found high on case to case basis.

2. Evaluation of Bids:

Envelopes received as per Part-A above will be opened first and subsequent to realization of DDs(towards EMD), technical evaluation of those bids will be carried out in line with Part-B and Price bids of such agencies/ firms whose technical bids are qualified as per tender terms, will be opened for further processing. The date and time of opening of Price Bids shall be informed to the technically qualified Bidders.

3. Registration on GeM Portal:

Please note that as per the directives from Ministry of Defence, registration of the vendor / service provider is mandatory for submission of bid on GeM Portal.

In case of any queries on registration or submission of bid in the system, please contact **BEML Neyveli, 04142-265517.**

4. GENERAL TERMS & CONDITIONS

The terms “Supplier” & “Purchaser” refers to Consultant/Agency & BEML respectively in the General terms & Conditions.

4.1 ARBITRATION:

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act,1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively.

For firms other than PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the 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 thereunder. The place of Arbitration shall be at Chennai and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Chennai shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

4.2 **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, 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 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. Purchaser may takeover partly processed material at a mutually agreed price.

4.3 **APPLICABLE LAWS AND JURISDICTION OF COURTS:**

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

4.4 **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 hereof. Any question or dispute as to 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.

4.5 **JURISDICTION**

Courts at Chennai 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 the Company and the Supplier.

4.6 **DURING ARBITRATION**

Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

4.7 PROGRESS REPORT

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

4.8 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.

4.9 Payment Terms :-

- 1) Bill should be submitted on monthly basis with supporting of Trip sheet(Certified by BEML).
- 2) Payment will be released within 30 Days from the date of receipt and acceptance of bills.
- 3) GST should be filed regularly, proof of GST remittance should be submitted along with the bills, if any required.
- 4) Payment will be released only by EFT/Online mode after deduction of applicable TDS and other levies if any.

Thanking you,
For BEML Limited

Regional Manager
Regional Office,
Neyveli.

SCHEDULE-A

TERMS AND CONDITIONS FOR THE CONTRACT (PART-A)

1. The Contract shall be for a period of Two Years.
2. BEML Limited shall reserve the right to short close the contract by giving One month notice **or** without notice for breach of contract **or** without assigning any reason whatsoever.
3. The Crane must be registered at RTO on or after 2013.
4. Based on the verbal intimation of Stores In-charge (Neyveli), Crane Should be positioned at Neyveli Depot.
5. Crane should reach the Neyveli Depot within one hour of intimation.
6. Crane should carry all the required material handling tools and tackles like Rope, Chain, belt and sling and D-Shackle, etc.
7. Service provider should be available within 20KMS radius from Neyveli Depot.
8. Service provider Register Office should be available in Tamil Nadu.
9. Working hours will be accounted for actual running hours at Neyveli Depot.
10. No additional charges will be provided for To and FRO movement.
11. No other additional charges will be entertained. Other than crane hiring charge no other charges will be paid (Eg : Fuel, Waiting Charges, Driver Charges etc.)
12. Bills will be processed on monthly basis.
13. No assured minimum number of hours per call out.
14. No assured business will be given(ie NO minimum hours per Month).
15. Call out is purely based, as and when required.
16. All Statutory Documents for Crane and Operator as per Govt requirement has to be maintained intact and should be submitted as and when requested.

JOB DESCRIPTION:

Crane Hire Contract on call out basis as and when required for Neyveli Depot at BEML Neyveli Regional Depot Office at No.F-29, Block 26, Jawahar Lal Nehru Salai, Neyveli - 607803.

2. OTHERS

- 7.1 After awarding the contract to the agency, if the related documents furnished are found to be incorrect or false or fake, the agency forfeits its EMD & such agency's orders will be cancelled without any notice, apart from initiating legal action.
- 7.2 BEML reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BEML consequently.
- 7.3 The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.
- 7.4 Fax/email quotations are not acceptable.

SCHEDULE -B

SPECIAL TERMS AND CONDITIONS (PART-B)

The tender shall be known as “**Crane Hire Contract on call out basis as and when required for Neyveli Depot.**”

1. The tender form is not transferable under any circumstances.
2. A prospective Bidder is expected to examine all instructions, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

3. **EARNEST MONEY DEPOSIT (EMD)**

The Bidders shall submit prescribed EMD in form of Demand Drafts through any bank payable to BEML Limited, Chennai.

The EMD shall be forfeited:

- i. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- ii. In case of a successful Bidder fails to sign the Contract or furnish the agreement within the prescribed date or
- iii. In case of a successful Bidder fails to furnish the Security Deposit.

4. **PAYMENT MODES FOR EARNEST MONEY DEPOSIT**

5.1 The Firm/ Agency / Institution should pay the Earnest Money Deposit (EMD) by way of Demand Draft (DD) **or Online**. EMD of the successful Bidder will be refunded after fulfillment of the Security Deposit/ Performance Bank Guarantee (PBG) Clause. EMD of unsuccessful bidder will be returned after finalization of contract. However, Bankers cheque may also be considered for local bidders. DD shall be in favor of “BEML Limited” payable at Chennai.

5.2 The deposit towards EMD shall not carry any interest.

5. **PERIOD OF VALIDITY OF BIDS**

Bids shall remain valid for **90 Days** from the date of bid opening.

In exceptional circumstances, BEML may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

6. **Security Deposit (SD):**

The successful tenderer, before commencement of the Contract will have to pay Security Deposit (SD) for an amount of **Rs.50,000.00 in the form of DD for online bank payment**, to ensure safe operation of the contract. The Security Deposit (without any interest) will be returned to the contractors after successful completion of the contract. The Security Deposit will not be returned, if the performance of the contractor is not satisfactory or on account of violation of any terms and conditions of the contract. The decision of the **Manager (Finance), District Office, Chennai** will be final with regard to return of Security Deposit.

The Company (M/s. BEML Limited) reserves the right to accept or reject any tender either in full or part or to reject all tenders and it shall not be necessary for the company to assign any reason for its decision in this behalf.

7. Late tender and conditional tenders will be rejected. The Company does not bind itself to accept the lowest or any tender.
8. **PERIOD OF CONTRACT:** The contract shall remain in force for a period of **TWO YEARS** from the date of commencement of the contract with an option for the company (M/s BEML Limited) to extend it for further period/s on the same terms and conditions with the mutual consent of the Contractor. Notwithstanding anything contained herein, the contract may be terminated by the company anytime by giving one month's notice in writing or without notice for breach of contract on part of the contractor, it being not obligatory to assign any cause or reason for such termination. The contractor shall not be entitled to claim any compensation or damages for such termination. The company shall also reserve the option to award parallel contract for the above works, if required.
9. **SUBLETTING OF CONTRACT:**
NO subletting of the work/contract is allowed.

**General Guidelines for deciding Experience & Financial Credential of the Firms
[Pre-Qualification Criteria]**

SI No	Description	Value of the Financial Credentials	
		Detail	Value Rs
1	FINANCIAL TURNOVER The average annual turnover for the last 3 financial years, i.e. 2020-21 , 2021-22 & 2022-23 shall not be less than Rs 1.5 Lakhs In case, audited financial results of 2022-2023 has not been declared by the agency before closing date of tender, annual turnover for 2019-20 shall be considered (in lieu of 2022-23) for bid evaluation.	Certified by practicing CA	1.5 Lakhs
2	WORK EXPERIENCE Experience in executing similar type of works, completed during last 07 years, value greater than or equal to	03 Similar works each of Minimum value	2 Lakhs
		02 Similar works each of Minimum value of	2.5 Lakhs
		01 Similar work of Minimum value of	4 Lakhs
3	Earnest Money Deposit (EMD*) refundable (*Exempted for MSME)	ONLINE (DIGITAL) TRANSFER OF AMOUNT in favor of BEML Limited Chennai or DD.	10,000.00
4	Security Deposit	ONLINE (DIGITAL) TRANSFER OF AMOUNT in favor of BEML Limited Chennai or DD.	50,000.00

END OF TENDER DOCUMENT

-----xxx-----

Enclosure-1

DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM / AGENCY along with uploading

Relevant documents in GeM Portal

Sl. No.	Description	Details to be filled/uploaded
1	Name of the Firm/Agency	
2	Year of Establishment	
3	Are you registered as : a) Public Limited Company? b) Private Limited Company? c) Partnership Concern? d) Proprietorship Concern?	
4	Address of the official premises . (Should be in Tamil Nadu State)	
5	Telephone Nos.	
6	E-Mail ID	
7	ISO 9001-2000 Certification	
8	PAN No.	
9	Address of the Partner / Proprietors of the tenderers' firm / concern and in case of the companies, Particulars as to Directors / Managing Director as the case may be.	
10	GST Registration No.	
11	Current income tax returns / acknowledgements.	
12	Name, Address and Telephone Nos. of References (Two Nos.)	

(Note: Relevant documents in Proof of the above shall be uploaded in GeM Portal.)

I / We certify to the best of my /our knowledge, that the particulars furnished above are true.

It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Enclosure-2

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: _____

Enclosure-3

UNDERTAKING

To:
The Regional Manager,
Regional Office,
BEML LIMITED,
F-4, Dr.Rajendra Prasad Road,
Block-27,
Neyveli – 607 803.

Dear Sir,

Having examined the Tender No.**BEML/MAH/CRANE/2023-25** dated._____ the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal:_____

-----xxx-----