

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 (6300037975)

Tender Ref.: **MA/Stores/Shed/**

Date : 13.09.2022

To: M/s.

Dear Sir,

Sub: Invitation for the work of “**Construction of Ordinary Shed (Metal) – 1200 Sqft. at BEML Neyveli Depot Premises**”.

BEML LIMITED invites quotations in two bid system from reputed firms /contractors for “**Construction of Ordinary Shed (Metal) – 1200 Sqft. at BEML Neyveli Depot Premises**”, 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. 30.09.2022 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 Work.

1. SUBMISSION OF BIDS

This tender consisting of

Part A – Submission of EMD (In manual mode)

Part B – Submission of Technical Bid (Through e-mode on BEML SRM system)

Part C – Submission of Price Bid (Through e-mode on BEML SRM system)

The details are as below:-

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

Original demand drafts for Rs.4,500/- (Rupees Four Thousand Five Hundred only) towards EMD in favor of BEML Limited payable at Chennai, have to be submitted in person in a sealed cover/ send to the following address to reach us on or before closing date & time of the tender. Super scribe the envelope with Tender Ref.: **MA/Stores/Shed dated 13.09.2022.**

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 **15:00 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 e-mode on BEML SRM system)

TECHNICAL CRITERIA:

<i>Sl No</i>	<i>Criteria Details</i>	<i>Documents required to be uploaded in Collaboration folder of SRM system in PDF format for evaluating the Criteria(*)</i>
1	The average annual turnover for the last 3 financial years, i.e. 2018-19, 2019-20 & 2020-21 shall not be less than Rs 01 Lakh	Please upload Audited Balance Sheet and Profit & Loss account statements of last 3 financial years. (i.e. 2018-19 & 2019-20 & 2020-21)
2	Experience of having successfully completed similar works during last 05 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.0.28 Lakhs OR b. Two similar completed works costing not less than Rs.0.35 Lakhs OR c. One similar completed works costing not less than Rs.0.56 Lakhs	Please upload Work order copy along with Work Completion Certificate for any one applicable (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/Tender fee. **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 e-mode on BEML SRM system)

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

Bidder has to quote for all the line items; else their bid shall be rejected.

The details to be entered in the Item Data in the SRM system is as given below:

CATEGORY-A:

Construction of Ordinary Shed (Metal) – 1200 Sqft. at BEML Neyveli Depot Premises.

<i>SL.NO.</i>	<i>DESCRIPTION OF Work</i>	<i>Basic Price (Rs)</i> <i>(Exclusive of GST)</i>
1.	Construction of Ordinary Shed (Metal) – 1200 Sqft. at BEML Neyveli Depot Premises as per the drawing enclosed.	

NOTE: The Contractor Shall Make a Visit To BEML Neyveli Stores Premises During office hours (09:00 AM to 05:00 PM) for any clarifications.

1.3.1 Determination of lowest bidder (L-1):

Lowest bidder shall be determined from the lowest basic price for “Category-A above”.

1.3.2 BEML reserves the right to award the work 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 and Tender fee), 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. Digital Signature

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.

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.

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.**

4. GENERAL TERMS & CONDITIONS

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

4.1 Duration of the work:

The Construction of Shed **work shall be completed within 15 days from the date of issue** of Work order.

4.2 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. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

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 Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

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

4.3 FORCE MAJEURE CLAUSE:

Notwithstanding anything contained in the Work Order, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the work order 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.

4.4 APPLICABLE LAWS AND JURISDICTION OF COURTS:

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

4.5 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.

4.6 JURISDICTION

Courts at Bangalore 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.

4.7 DURING ARBITRATION

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

4.8 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.

4.9 WORK ORDER VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

Purchaser may vary the Work Order 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.

4.10 INTEGRITY COMMITMENT IN THE EXECUTION OF THE WORK:

Commitment by Purchaser:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the works.

Commitment by the Supplier:

The Supplier (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The supplier (s) will not commit any offence under the relevant Acts. The supplier (s) will not use

improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Supplier (s) will not enter with other Firm (s) / Supplier (s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Supplier (s), before award or during execution of the work order commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the supplier (s) from the execution of work or terminate the work order and / or take suitable actions as deemed fit.

Thanking you,
For BEML Limited

Regional Manager
Regional Office,
Neyveli.

SCHEDULE-A

CONDITIONS

1. Scope of the Contract:

Construction of Ordinary Shed (Metal) – 1200 Sqft. at BEML Neyveli Depot Premises

2. Validity:

The Construction of Shed **work shall be completed within 15 days from the date of issue** of Work order.

3. Penalty Clause:

It is also proposed to levy penalty for delay in work. The penalty will be as follows: Penalty of 0.5% of each set value will be deducted for delay in every 01 week, subject to the ceiling of 10% of order value.

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. The Earnest Money of successful bidder may be refunded or adjusted against security deposit as agreed mutually.
- b) EMD can be submitted as DD/BG in favor of BEML Limited, Chennai. 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)
IFSC : SBIN0000958
- 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.

5. Payment:

- a) Supplier shall provide an invoice in triplicate to The Regional Manager, BEML Limited , R.O Neyveli within 07 days from the completion of work in all manners.
- b) Payment shall be made by online transfer only.

6. 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.

7. 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 supplier due to any accident or damage caused due to negligence or carelessness of the contractor / supplier's employee.

8. Cancellation:

- a) BEML reserves the right to cancel the work 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.

9. 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”.

10. 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 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 supplier. The company's liability will be limited only to the statutory requirement.
- d) In the event of the supplier 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.
- e) All the disputes and differences arising out of or in any way concerning this works 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.

- 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 Work:

No subletting of the work is allowed.

12. This forms the part of the tender document.

-Sd-
REGIONAL MANAGER
BEML LTD
REGIONAL OFFICE NEYVELI

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