

BEML Limited  
(Govt.India, Mini Ratna Company – Ministry of Defence),  
Regional Office, Nagpur

Public Tender Enquiry (Bid invitation #\_)

Sub: Erection & Commissioning of 05 No BEML BH60 M Dumper in the Mines of M/s. MOIL Limited,Dongri Buzurg.

BEML Limited, Regional Office, Nagpur invites quotations through e-mode in Two-Bids System from the contractors suitable for Erection & Commissioning of 05 No BEML BH60 M Dumper in the Minesof M/s. MOIL Limited, DongriBuzurg

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) in the SRM portal:

Bid Date of opening of Technical Bid in the SRM portal : Refer Bid

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Thanking you, For BEML Limited,

Regional Manager Regional Office, Nagpur

**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 SRM 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 05 (seven) years from the date of this tender only will be considered).

**1. Title of Work:**

Erection & Commissioning of 05 No BEML BH60 M Dumper in the Mines of M/s. MOIL Limited, DongriBuzurg.

**2. Availability of Tender Document:**

Tender Documents are available in SRM 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) 3% is to be deposited through RTGS/NEFT, Net banking / or in the form of Non-refundable Demand draft drawn in favour of BEML Limited, Nagpur drawn on any scheduled bank payable at Nagpur. EMD can also be submitted as BG in favour of BEML Limited, Nagpur. Format for BG is enclosed in Annexure – A.

Bank Details for online payment of EMD is as under:

Account No: 11172255258

Bank: State Bank of India, Kingsway Branch

IFSC : SBIN0000432

- Note:**

- ## 5. Blacklist :

## 6. Integrity Pact :

- Print to PDF without this message by purchasing novaPDF (<http://www.novapdf.com/>)

**7. Receipt & opening of tenders:**

Both Technical Bid and Price Bid are to be submitted separately in the SRM 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, Nagpur 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., Nagpur. Interested bidders can attend the meet before submission of Bid. Contact 0712-2248435 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.

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REGIONAL MANAGER,  
BEML LIMITED,  
Nagpur – 440010.

**ANNEXURE – II**  
**SCOPE OF WORK**

**1. Title of Work:**

Erection & Commissioning of 05 No's BEML BH60 M Dumper in the Mines of M/s. MOIL Limited, DongriBuzurg.

**2. Scope of the Contract:**

a) Total number of BEML BH60 M Dumper to be commissioned is furnished below:

S.No	Description	Qty
1	Commissioning of BEML BH60 M Dumper	5

b) Contract period shall be 6 months from the date of issue of order.

c) Tenderer shall quote their minimum charges for Commissioning of 05 No's BEML BH60 M Dumper 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 (Dump body with chassis, Tyre, accessories etc.) from the trailers at the place allocated by M/s. MOIL Limited, DongriBuzurg for Erection and positioning the same, suitable for Erection. The Crane & other accessories required for unloading has to be provided by contractor.

b. Assembly & Erection of Sub-Assemblies & completing all hydraulic and Electrical connections, AFDSS, Autolube, AC System, any DGMS requirements etc.

c. Checking & topping up all lubricants, coolants etc.

d. Starting & commissioning of Equipment.

e. Cleaning & touch-up of equipment as required by BEML team before handing over of the Equipment to MOIL.

f. Assisting in movement of Commissioned Equipment to the required place desired by M/s. MOIL Limited / BEML Limited.

g. All required tools & tackles required for executing the contract at the location shall be provisioned by the contractor whenever required.

**3.1 Other conditions:**

a) 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.

- a) The Contractor shall ensure to provide experienced supervisors to monitor & sufficient skilled / semiskilled 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 labour 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.

2. Penalty Clause:

- a) Time schedule for the commissioning: 7days 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.

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 if any.
- 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: 7days 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:

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, Nagpur for the value equivalent to 10% of contract value (Excluding Service Tax) within 60 Days from the issue of the Work Order. 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 Nagpur within 07 days from the Completion of Commissioning work.

b) Payment shall be made by online transfer only.

5. Taxes:

a) The quoted price should be inclusive 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 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 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 Nagpur".

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. 500/- (Rupees Five Hundred only) for order up to 10 Lakhs and for order value above 10 lakhs Rs. 500.00 plus Rs. 100/- for next every Rs. 1 Lacs of order value. 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 labours 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 the courts situated at Nagpur 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 stops 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 0712-2248345/2248343 to confirm the appointment in advance on phone.

11. Subletting of Contract: No subletting / Sub Contracting of the work is allowed.

12. This forms the part of the tender document.

**Annexure – A**

**Bid Guarantee Format**

DATE:

BANK GUARANTEE NO.:

**NOTE:**

1. This guarantee has to be furnished by a Nationalised Bank / Scheduled Bank authorised by RBI.
2. The Bank Guarantee should be furnished on stamp paper of value not less than Rs. 500/- as per stamp act for order value upto 10 Lakhs.
3. The stamp paper should be purchased in the name of Bank executing the guarantee on or after the date of placement or order.

To

M/S. BEML LIMITED,  
No.33, Cement Road, S  
Shivaji Nagar,  
Nagpur – 440 010.

Dear Sirs,

1.0 In consideration of the BEML Limited, Nagpur (hereinafter referred to as the CORPORATION), which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees, having awarded in favour of M/s-----having registered office at ----- (hereinafter referred to as the CONTRACTOR), which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, a CONTRACT, hereinafter " referred as the CONTRACT for On terms and conditions set out interalia, in the CORPORATION's Order/Enquiry No. -----, DT. -----, as well as" CONTRACT" documents, valued at Rs. ----- /- (Rupees only) and the same having been unequivocally accepted by the CONTRACTOR having agreed to provide a Bank Guarantee for the faithful performance of the entire "CONTRACT" including the terms & Conditions/obligations/liabilities under the contract equivalent to Rs. ----- (Rupees only) as Security in the form of a Bank Guarantee.

2.0 We, ----- Bank, ----- (hereinafter referred to as the BANK) which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees do hereby irrevocably guarantee and undertake to pay the CORPORATION merely on demand without any previous notice and without any demur and without referring to any other source, any and all monies payable by the CONTRACTOR by reason of any breach by the said CONTRACTOR of any of the terms and conditions of the said CONTRACT including non-execution of the „CONTRACT AGREEMENT" to the extent of Rs. ----- (Rupees only) valid for 90 days from the opening of cover-1 bid.

3.0 We, the Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand form from the CORPORATION stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the CORPORATION by reason of any breach by the said CONTRACTOR of any of the terms and conditions contained in the 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 forebear 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 of .....2022.

For..... BANK

Tender Ref: MN/TE-01/

Date:27.12.2022

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: \_\_\_\_\_