

Bid invitation

Information

Description:unloading, Erection and Commissioning
Du

Bid invitation number:6300038234

Version: 1

Bid invitation rules

Bid invitation currency: INR

Timezone: UTC+53

Submission period: 30.01.2023 11:00:00

Tech Opening date: 30.01.2023 13:00:00

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Bid invitation text:

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

COMMERCIAL TERMS AND CONDITIONS

In case of any clarification regarding SRM firm to call 080-22963269 or drop a mail to admin.srm@beml.co.in mentioning BID no. and mark a copy to mnsp@beml.co.in

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.

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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

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deposit or any part thereof remaining to the credit of the contractors andat it option also be entailed 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 decisionto 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 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 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 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.

Attachments:

NIT

Digital Signature

Bid invitation details

Item	Product Price Condition	Description	Vendor product number	Delivery date/ performance period	Quantity
1		unloading, Erection and Commissioning of		00:00:00	5 NO
	Basic Price		INR		
	IGST -Integrated GST		%		
	SGST - State GST		%		
	CGST - Central GST		%		