

## Bid invitation

### Information

Description: CIVIL WORK OFFICE BUILDING BEML NAGPUR

Bid invitation number: 6300038257

Version: 1

### Bid invitation rules

Bid invitation currency: INR

Requested price information:

**Normal price**

**Timezone:** UTC+53

**Submission period:** 17.02.2023 11:00:00

**Tech Opening date:** 17.02.2023 13:00:00

**Created On:** 03.02.2023 05:26:21

### Bid invitation text:

Firm to Participate in this tender thru SRM portal only. In case of any clarification with reference to participation in SRM- kindly contact 080-22963269 and drop a mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) and mark a copy to [mnbsp@beml.co.in](mailto:mnbsp@beml.co.in)

in case of any technical clarification regarding bid- kindly drop a mail to [mnbsp@beml.co.in](mailto:mnbsp@beml.co.in)

Other terms and conditions

1) TIME IS THE ESSENCE OF THE CONTRACT.

2) The tender document covers Invitation for bids, Tender Notice, Pre-qualification/Eligibility criteria, General Instructions, General specifications, terms and conditions, Special Conditions of Contract, Bill of Quantities etc.,

3) Annexure B of this tender document covers Bill of Quantities (BOQ).

4) In case of any discrepancy/ambiguity regarding any detailing found in the tender documents, the tenderer has to address all his queries/request for clarifications to The Regional Manager, BEML Limited, Nagpur. If the tenderer does not have any query/request for clarification, it will be understood that he has gone through all the relevant clauses and he has fully satisfied himself. No claims or misinterpretation of words will be entertained after award of work.

5) The tenderer is required to verify all the tender documents as to their completeness in all respects and satisfy themselves before submitting the same. If any short receipt of pages or otherwise defective, the same shall be brought to the notice of the authority issuing/publishing the tender immediately and within seven days from date of

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issuing/publishing the tender document. If no such defects are reported, it shall be deemed that the tenderer received/downloaded the said documents without any defects and no complaint whatsoever in this regard shall be entertained after opening of tenders.

6) The rates shall also include & shall be deemed to have included any other expenses like transportation of materials to the work site, handling, loading and unloading, lead & lift thereof etc., whatsoever on materials.

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7) If a tenderer finds discrepancies or omissions in any of the tender documents or should be in doubt as to their meaning he should address to the authority inviting tender for clarification and the same to be brought to the notice of the authorities. Every endeavor is made to avoid any errors which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof. The decision of the Officer-in-charge shall be final and binding on the tenderer in this respect.

8) The contractor's responsibility for this contract shall commence from the date of submission/commencement as stipulated in the work order. The scheduled period of completion shall be strictly as per the conditions in the tender document and the contractor will have to plan his work accordingly.

9) The maintenance period for these works / defects liability period shall be as stipulated in the conditions of contract.

10) During the maintenance period the contractor shall be responsible to make good, free of cost, all defects or damages which are due to defective workmanship/use of substandard materials. If the contractor fails to make good such defects or damages even after intimation to him within a reasonable time, BEML shall get the same rectified as deemed fit at the contractor's risk & cost, and as such, the expenditure incurred by BEML shall be recovered from any bills or deposits of the contractor either pertaining to this contract or from any other contracts or in case any such sum being insufficient or not available for the recovery/deductions the expenditure incurred by BEML shall be deemed as a debt due.

11) The contractor shall consider and include all his claims whatsoever in his final bill which shall construe and mean that the contractor shall not have any other claims whatsoever against BEML other than those indicated in the final bill.

12) If the contractor desires to entrust his affairs to any person, a power of attorney submitted to BEML by a duly authenticated Magistrate/Notary/Court/Judge in favour of such person, acceptance of which shall be at the discretion of BEML.

13) If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for acceptance of his tender, BEML reserves the right to reject such tender at any stage and forfeit the earnest money deposit submitted. BEML shall be at liberty to foreclose the contract without prejudice to any other remedies that may be available to BEML under the contract, even after the acceptance of the tender.

14) Successful tenderer is required to execute contract agreement on non-judicial stamp paper of value of Rs.500/- (Rupees Five Hundred Only) incorporating standard conditions. The draft agreement can be collected and got it

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typed and executed and hand over the same to the office of "Tender for Civil works" at BEML Regional Office, Nagpur." within 07 days of the receipt of the draft agreement, failing to do so BEML reserves the right to withhold payment of bills.

15) Several documents forming the contract are to be taken as mutually explanatory to one another.

16) In case of discrepancy between the documents, viz., Bill of Quantities, Particular, Specifications, the following order of precedence shall be followed:

- i. #Bill of Quantities-SCHEDULE-B.
- ii. #Particular specifications,

#However, the Officer-in-charge shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding with the Contractor.

17) The tenderer shall not increase his quoted rates in case BEML negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be valid for a minimum period of 90 days from the date of on which the tenders are due to be submitted

18) Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to be rejected.

19) The earnest money deposit will be refunded to the unsuccessful tenderer after the award of work is finalized. In the case of the successful tenderer the earnest money deposit will be adjusted as part of the security deposit and will be refunded as per procedure laid in the Conditions of Contract. The earnest money deposit is liable to be forfeited in case BEML feels that the tender is not bonafide or the tenderer modifies or revokes the tender during the period the tenders are kept open. The decision of BEML whether a tender is bonafide or not, is final and conclusive, and is binding on the tenderer.

20) Whenever the Officer-in-charge of the work feels it necessary and advises the contractor for production of bills for any materials whatsoever procured/purchased by the contractor for use and incorporation in the work, the contractor shall produce such bills in proof of such purchase/procurement from bonafide dealers/manufacturers. Such a demand for production of bill can be made by the Officer-in-charge even after use and incorporation of such materials in the work, after clearance by the Officer-in-charge for the quality of the materials. In the event of such a demand from the Officer-in-charge for production of bills, the contractor shall not use and incorporate such materials in the work without the prior clearance in writing from the Officer-in-charge. In case, the contractor fails to produce the bills or uses/incorporates the materials in the work against which bills are advised to be produced, without prior clearance of Officer-in-charge, no payment against any work under the contract executed by the contractor shall be made.

21) The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the entire tender document, inspect the site of the work and acquaint himself with all the information about scope and specifications of the work to be done, all his obligations under the contract, local, hydrological and climatic

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conditions, local and statutory/Govt. rules and regulations, all other local conditions, means of access to the work, security requirements, restrictions in entry to the working site, conditions of site of work, nature of the work and all matters pertaining thereto.

#Access to the site will be given during the tender period by appointment on application to the authority issuing the tender. The tenderer shall ascertain the location, size and condition of the areas available for his use as working areas and all other information affecting this tender.

BEML will not be responsible and will not reimburse any expenses which may be incurred or losses to person or property suffered by any tenderer in connection with visits and examination of the site and in the preparation of his tender for submission.

22) The tenderers must note that information, if any, as regards to the site and local conditions, as contained in these tender documents has been given merely to assist the tenderers and is not deemed to be complete.

23) The tenderers should note and bear in mind that BEML shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on its part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by BEML either during tender stage or during the commencement of work.

24) No claims as regards to want of information of any particular point or any change in rate or conditions after the opening of Commercial Bid shall be entertained.

25) All information supporting the tender shall be in English, only those tenders fully completed, together with all the documents and received by the time and date specified in the tender notice will be considered.

26) If any alternations are made by the tenderer in the Tender Documents, the Tender may be liable for rejection.

27) The unit rates, amount, tender sum etc., shall be given in Indian Rupees.

28) If the Headquarters of the successful tenderer is elsewhere other than the place of work, he shall have duly authorized person at the place of work from the commencement of the work until it is fully completed. Such person shall be authorized to act on behalf of the successful tenderer to operate and execute terms of contract.

30) BEML reserves the right to reject any tender without giving any reason and is not bound to accept the lowest or any tender.

31) The tendered rate of item(s) against which no rate or amount is written/entered by the tenderer, will be taken as "ZERO" and the amount of such items (for the quantities mentioned in the bill of quantities) shall be deemed to have been covered by the rate quoted for other items.

32) While quoting the rates, the tenderers are advised to take into account all factors of any fluctuations in the market rates, etc. No claims/escalations will be entertained on this account after acceptance of the tender or during the currency of the contract. Item rate tender containing percentage below / above will be summarily rejected.

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33) Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions, position of materials and labour, specifications and all other documents which form part of the agreement to be entered into.

34) BEML reserves absolute right to appropriate, deduct, set-off or retain/withhold any amount payable to the tenderer or contractor under any head of account including earnest money under this contract or any other contract or any other transactions against any sum, which in the opinion of BEML is due to BEML.

35) All compensations or other sums of money payable by the contractor under the terms of this contract may be deducted / recovered/ adjusted from his security deposit (by way of encashing the bank guarantee partially or fully) or from any sum which may be due to or become due to contractor by company or any accounts whatsoever. In the event of security deposit being reduced by reason of any such deductions/recovery/adjustment, the contractor shall within 10 days make good in cash.

36) If a tenderer withdraws his offer after submission of his tender, fails to start the work in accordance with the instructions of the Officer-in-Charge, the Earnest money deposited by him may be forfeited without prejudice to any other remedy available to the company under the contract.

37) BEML Limited reserves the right to reject any or all tenders received or accept any tender or part thereof without assigning any reason. In the case of acceptance of a part of the tender, time for completion may also be reduced to an extent considered appropriate by BEML. The acceptance of the tender in part as mentioned above is at the sole discretion of BEML and shall be binding on the Contractor.

38) Conditional and un-witnessed tenders, tenders containing freak rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance, with tender conditions laid down by BEML are liable to be rejected.

39) The acceptance of the tender will rest with the competent authority who does not bind himself to accept the lowest tender and reserves to himself the authority to accept or reject any or all tenders without assigning any reasons. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

40) Quality tests as deemed necessary by the Officer-in-charge shall be carried out at the own cost of Contractor.

41) In the event of any dispute arising in connection with this contract, it is further agreed that disputes shall be referred to the arbitration of any Officiating Officer to be got approved by the Chairman & Managing Director of BEML Ltd.,

42) All disputes arising out or in any way connected with the Agreement shall be deemed to have arisen at NAGPUR and only Courts in NAGPUR shall have jurisdiction to determine the same.

43) The instructions to tenderer shall be deemed to form an integral part of the contract.

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Attachments:

NIT

BOQ

Digital Signature

## Bid invitation details

Item	Product Price Condition	Description	Vendor product number	Delivery date/ performance period	Quantity
1		CIVIL WORK BEML NAGPUR AS PER BOQ			1 NO