

BEML LIMITED

**Regional Office, PB No.05,
Jingurdha Colliery,
Singrauli, Dist. Singrauli- (MP) 486889
Phone: 07805-272668, Fax: 07805-272282, TIN:27390264883**

Ref. BEML/MS-1/20CuMRS/100/

Date: 15.06.2023

To:

Dear Sir,

Sub: E-Tender through SRM portal for Supply of **HT COLLECTOR RING INSULATORS** for fitment on 20Cum Rope Shovels under MARC at Jayant & Dudhichua Projects, NCL.

BEML Ltd., a Govt. of India Mini Ratna Public Sector Company under the Ministry of Defence is planning for purchase of HT Rings insulators for fitment on 20cuM Rope Shovel under MARC at Jayant & Dudhichua Projects, NCL.

Thanking you,

Yours faithfully,

For BEML LIMITED

REGIONAL MANAGER

BEML LIMITED

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TENDER DOCUMENT

FOR

**SUPPLY OF HT COLLECTOR RING INSULATORS FOR FITMENT ON 20CUM ROPE SHOVELS
UNDER MARC AT JAYANT & DUDHICHUA PROJECTS, NCL.**

LAST DATE FOR SUBMISSION OF BID:26.06.2023 @14.00 HRS.

OPENING OF TECHNICAL BID: 26.06.2023 @ 16.00HRS.

TENDER DOCUMENT CONSISTS OF TOTAL 14 PAGES.

BEML LIMITED

Regional Office, PB No. 5, Jingurdha Colliery, Singrauli, Dist. Singrauli- (MP) 486889

Tender Notice

SRM Tender is invited from traders/dealers who can supply electrical high voltage collector ring aggregates / spares.

Description of Work:

Supply of HT Rings insulators for use on HT Ring assy (6.6 KV) of our 20 CuM shovels.

Scope of Work :

The tender is for supply of HT Rings insulators for use on HT Ring assy (6.6 KV) of our 20 cum shovel.

Sl no.	BEML Part no	Description	Qty
1	5310190	INSULATOR-PORCELAIN-10KV	24 Nos.

- I. **Eligibility:** Suppliers who have had previous experience(preferably preceding three years) in supplying electrical high voltage aggregates/spares of 20, 10 Cu.M rope shovels, and dragline can participate in this subject tender.

- II. Spares to be delivered at our Regional Stores to the below address:

**The In-charge Stores,
Regional Office BEML Limited,
Post Box no. 05, Jingurdha Colliery,
Singrauli-486889.**

- III. The quoted rates should be inclusive of GST, packing & forwarding charges including logistics & transit insurance.

IV. The supplied items not meeting the specifications (as per technical specifications) will be summarily rejected. Firm will have to replace the same on no additional cost to BEML.

V. DELIVERY SCHEDULE AND PENALTY:

The HT Rings spares have to be delivered within 06 months from the date of receipt of supply order from BEML.

For every week of delay, over and above the allowed as above, a penalty of 0.5% per week of the order value shall be levied, subject to a maximum of 5% of the value of the PO.

VI. PAYMENT:

100% payment within 45 days will be released upon receipt of invoice duly certified by BEML authorised representative after receipt & inspection of the materials.

Following documents should be uploaded for technical evaluation:

1. Scanned copy of the entire tender document duly signed by the bidder. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with full signature of the bidder however is permitted.
2. The firm has to enclose a copy of bank account details (canceled cheque), PAN card copy and GST registration.
3. The bidders shall submit relevant records in proof of complying with eligibility criterion conditions as per NIT.
4. Firm has enclose copies of previous three years submitted ITR and CA certified turnover details of preceding three years.

General Terms & Conditions:

1. Please quote the price details in 'Price Conditions' in the system only against the respective items provided therein.
2. Technical Bids of the bidders will be opened first on the Technical Bid Opening Date/Time. Price Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation

3. The bidder shall accept all the terms and conditions of the tender.
4. Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement. For any further details required, the Tender issuing officer of BEML Ltd. may be contacted in person or through telephone nos. 07805-276668 / or email singrauli@rm.beml.co.in.
7987355239/incharge 20CuM rope shovels or 20cumrs@gmail.com
5. BEML reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of the process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. The offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged and the bid is an effort to be L-1, then the offer is liable to rejected. BEML Ltd decision in this regard shall be final and binding.
6. In the event of furnishing false information / incomplete information, the offer(s) shall be rejected.
7. BEML Ltd. Reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BEML Ltd. It also reserves the right to reject any or all bids without assigning any reasons thereof.
8. BEML Ltd shall not be responsible for any acts and omissions of the staff of bidders and liabilities arising out of the acts and omissions as such will be borne by the bidders.

All pages of Tender Document if any shall be signed by the tenderer with seal. The decision of Regional Manager, BEML Singrauli will be final and binding in finalizing the offer.

Digitally Signed:

**Regional Manager
BEML LIMITED,
Singrauli**

Tender Document

(Techno-commercial – Response to be submitted)

1.0 Title of Work:

Supply of HT RING INSULATORS as above for use on 20Cum Rope Shovels.

1.1 CONTRACTOR

Shall mean the Firm/ supplier whose offer has been accepted by BEML and the term includes the contractor's authorized representative, successors, heirs, assignee, executors, and administrators, unless excluded by the contract.

1.2 SUB-CONTRACTOR

Means the person/firm named in the contract/ Work order for executing the work or any persons/firm to whom any part of the contract /work order has been given by the contractor, subject to the prior consent given by BEML in writing and the term includes the sub-contractors authorized representative, successors and assignees.

1.3 PROJECT – IN –CHARGE.

This means the person appointed for the duties set forth in the contract/ work order on its behalf and whose authority is notified, in writing to the contractor by BEML.

1.4 CONTRACT

This means the written agreement between BEML AND CONTRACTOR/FIRM/REPAIRER made from time to time.

1.5 TENDER VALUE

This means the mutually agreed price between BEML and the Contractor for the supply of items as per the Scope of work.

1.6 WORKMEN

Supervisory & the administrative staff and / or any other person(s) deployed by that Contractor for the execution of this contract.

1.7 WARRANTY PERIOD

5000 hours of working on the said shovels from the date of fitment or 18 months from the date of acceptance of the supplied insulators, whichever is earlier.

1.8 PROJECT SITE

Means the place and land in Jayant & Dudhichua Projects of NCL Ltd where the shovels are placed.

1.9 EQUIPMENT

20Cu.M OR 295HD Rope Shovel

2.0 SCOPE OF WORK BY THE FIRM

2.1 Supply of HT RING INSULATORS for **use on** 20cuM Rope Shovel as per the detailed scope of work.

3.0 SCHEDULE/ TIME PERIOD FOR COLLECTOR RING INSULATORS SUPPLY:

HT RING INSULATORS have to be delivered within 06 Months from the date of receipt of the supply order from BEML.

4.0 SCOPE OF WORK BY BEML: NIL.

5.0 Transportation.

The contractor shall arrange his own arrangement to deposit the material at BEML Regional Office Singrauli.

6.0 TERMS AND CONDITIONS:

6.1 COMMERCIAL TERMS

6.1.1 PERFORMANCE WARRANTY (WARRANTY PERIOD)

The supplied COLLECTOR RING INSULATORS shall give a service life of 5000 hours of working on the Machine from the date of fitment or 18 months after delivery acceptance whichever is earlier. Any defects/premature failures during the warranty period, replacement of SUPPLIED SPARES shall be carried out by the supplier at free of cost.

6.2.1 Delivery schedule and Penalty:

The collector ring spares have to be delivered within 06 Months from the date of receipt of supply order from BEML.

For every week of delay, over and above the allowed as above, a penalty of 0.5% per week of the order value shall be levied, subject to a maximum of 5% of the value of the repair cost.

6.2.2 PAYMENT TERMS AND CONDITION:

100% payment within 45 days will be released upon receipt of invoice duly certified by BEML authorised representative after receipt & inspection of the materials.

6.3 DELAYS IN THE CONTRACTORS PERFORMANCE

The TIME SCHEDULE for supply of the Coil Limbs as stipulated in this contract shall be the ESSENCE OF THE CONTRACT.

Except as provided under force majeure clause a delay by the contractor in the performance of its delivery obligations shall render the contractor liable to the imposition of penalty as per the clause No 6.2.2.

6.3.1 ASSIGNMENT SUB-LETTING AND SUB-CONTRACTING

The contractor shall not assign the contract either wholly or part thereof or any benefit or interest therein or there under without the prior written approval of BEML.

The contractor shall not sublet the whole part of the contract. However, where otherwise provided in the contract/work order the contractor may sublet a part of the contract with prior approval of BEML. But such an approval if given shall not relieve the contractor of any of the liabilities and obligations under the contract and he shall be responsible for the acts defaults and neglects of the sub-contractor, his agents or workmen.

6.3.2 INDEMNITY

The contractor shall indemnify BEML at all times against all claims made by the contractors personnel and third parties in respect of any injuries accidents or any other claim in the form of compensation.

OTHER TERMS & CONDITIONS:

1. Installation & commissioning: It is the sole responsibility of the supplier to install and prove the performance/demonstrate the systems to BEML, and the firm shall arrange for all the necessary tools needed for commissioning/servicing. Firm should ensure all safety precaution of their personnel while installation / commissioning of equipment to prevent any accident. In case of any accident, BEML shall not be responsible for loss caused to firm's personnel and property. Also the firm shall at his own expense cover up and protect from any cause for the protection of the work & materials belonging to BEML. Any damage caused must be made good by the firm at his own expense.
2. BEML is not bound to accept the lowest or any quotations and reserves the right of accepting the whole or any part of the quotation or part of the quantity offered and firm must supply the same at the rate quoted.
3. Liquidated damages: In the event of an order, If the Supplier exceeds any agreed delivery date(s) or period(s), Purchaser shall levy LD for such delay @ 0.5% per week (7 days) and part thereof, subject to a maximum of 5% of the value of the

delayed portion of the Purchase Order. The penalty / LD will be charged on the value of the Purchase Order excluding statutory levies, freight and insurance wherever not included in the price. Imposition, recovery or settlement of this LD shall not affect Purchaser's right to performance, compensation and termination of the agreement.

4. Tender evaluation:

- a) The tender will be evaluated on the complete scope of supply as per Technical Specification.
 - b) Bid with lowest price conforming to the specification will be considered for placement of order.
 - c) The evaluation will be based on landed cost at the consignee by including freight charges, applicable taxes, and duties to the base price quoted by the vendors. Conditional discounts will not be considered in evaluation of tender.
5. Please indicate approximate net weight, gross weight and dimension of the packages. The packing should withstand the weather conditions during transit. The packing should not damage the contents in the package while transporting and handling. The safety and handling precautions should be clearly marked on the packages. The packing should be easily transportable without any damage. Each consignment should have individual packing list.
6. Validity of bid: Price quoted should be net and unless otherwise specified should remain valid for our acceptance for a minimum of 90 days from the closing date of tender.
7. Please indicate in your tender, whether stores newly manufactured are offered. Where newly manufactured stores are offered and on inspection it is found that reconditioned stores or parts have been used, such stores will be rejected at the contractor's risk and expense.
8. The prices charged for the materials supplied under this PO by the tender shall in no event exceed the lowest price by which vendor sells the materials of identical description to any other buyer inclusive BEML office / division during the pendency of this PO. If at any time, during the said period, the vendor reduces the sale price of such materials or sells such materials to any other buyer including BEML office / division at a price lower than the price chargeable under this PO, the vendor shall forthwith notify such reduction or sale to the authority which has placed the PO and the price payable under this PO for the materials supplied after the date of coming into force of such reduction, shall stand correspondingly reduced.
9. Fall clause: The vendor shall furnish to the consignee / paying authority concerned of this PO the following certificate along with the invoice for the supplies effected under this PO. "I / we certify that the materials of description identical to the stores supplied to the consignee concerned under this PO have not been sold by me/us to any other vendor inclusive BEML office / division from the commencement of the

contract up to the period of completion of delivery at a price lower than the price charged to the consignee concerned of this PO.” Failure in submission of this aforesaid certificate by the vendor will result in withholding of the payment of their bills against supply, if any.

10. Immunity to government of India: It is understood and agreed that the government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that BEML is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and General Principles Contract Law. The vendor shall agree, acknowledge and understand that BEML is not an agent, representative or delegate of the government of India. It is further understood and agreed that the government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, vendor expressly waives releases and foregoes any and all actions or claims against the Government of India arising out of this contract, not to sue the government of India as to any manner, claim, cause of action or anything whatsoever arising out of or under this agreement.
11. Indemnity: The supplier shall at all times indemnify BEML against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark and shall take all risk of accidents or damage which causes a failure of the supply. The supplier shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 as modified from time to time wherever applicable and shall also indemnify BEML from and against any claims under the aforesaid Act and the Rules.
12. Arbitration: All other disputes / differences except as to any matters the decision of which is specially provided for by these conditions or any other special conditions of the P.O. whatsoever arising between the parties out of or relating to the contract meaning and operation or effect of the contract or the breach thereof shall be settled by Arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
13. During Arbitration: The supplies under this Purchase Order shall, if reasonably possible, continue by mutual agreement during the arbitration proceedings and no payment due to or payable by BEML be withheld only on account of the pendency of such proceedings.
14. Jurisdiction: The court of Karnataka State only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of this Purchase Order.
15. Bribes and Gifts: Any bribe, commission, 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 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 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 to payment of any loss or damage resulting from any such cancellation to like extent as is provided in case of cancellation under Clause-13 hereof. Any question or dispute as to the commission 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.

16. Agents / agency commission: The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores referred to in this offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract / purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract / Purchase order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer.

17. Influencing the tender: After the bids are opened, Bidder shall not provide any information or send any correspondence, unless asked by BEML in writing. Providing unsolicited information, after the bids are opened, will be construed as disrupting the tender procedure and also may result in rejection of the bid.

18. Force majeure clause :

a) BEML shall in addition its power under other clauses to determine this Purchase Order have power to terminate its liability there under at any time by giving a notice of reasonable time in writing to the supplier of the Company's desire to do so and upon the expiration of the notice the Purchase Order shall be determined without prejudice to the rights of the parties accrued to the date of determination.

- b) Further in the event of any situation arising out of or caused by any act which is beyond the control of BEML, which results in stoppage of project, or in the event of any policy decision made in the interest of the Company which may necessitate the short closure of the Purchase Order, the Company by giving a notice of reasonable time to the supplier, can terminate the purchase order without prejudice to the rights of the parties accrued to the date of termination
19. The firm shall arrange ESI & PF coverage to their employees/labourers if any from their end.
20. The firm shall make its own arrangements for boarding & lodging, transportation to & fro etc., from their place during Installation and commissioning.
21. BEML will not have any kind of binding towards the compensation on case of injury / death to the firms employees while working in BEML premises or other wises.
22. Item-wise cost break-up shall be provided.
23. Tenderers to furnish the requirements, if any, of the special environment for normal functioning of the equipment.
24. BEML will not have any kind of binding on damages or loss to the tools/instruments etc. brought by the firm for commissioning purpose.
25. The Container based Portable Site office should withstand the weather conditions at the installed sites.
26. The firm shall arrange general insurance to their equipment & tools wherever necessary.
27. The firm shall take safety permits wherever found necessary & especially while working at heights, with chemicals, explosives & high voltage areas.
28. The firm's personnel shall not carry any objectionable material like explosives, battery operated instruments, weapons etc., knowingly or unknowingly.
29. **INSPECTION REPORT:** Supplies of each consignment shall be accompanied by a supplier's inspection report certifying that the Stores confirm to the required specifications. Such inspection will be free of cost to the purchaser. However, the purchaser reserves the right to inspect the stores when received at his end and his inspection will be final.
30. Secrecy:
- (i) All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection

with the manufacture and supply of the stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and the firm shall not divulge the same to anyone else except under the Authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.

(ii) The supplier shall not supply the material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone.

(iii) BEML shall be entitled to prevent a breach of the above and claim damages in case of breach. In case of non-performance in this PO, BEML will have to take procurement action at your risks and cost apart from levy of liquidated damages.

31. BEML reserves the right to accept or reject any of the offers received either fully or partly without assigning any reasons for the same.

32. Bidder should give a certification that they have seen all the terms & conditions of the tender and have submitted the bid according to these terms and conditions. Bidder should submit this certificate along with the technical bid.

33. During Warranty period firm should attend to any break down calls within 48 hours.

34. Firm should provide the training to our employees both on Operation and Maintenance aspects free of cost.

35. Firm should supply spares required free of cost during warranty period.

36. The price quoted should be inclusive of all accessories required for the functioning of the machine. Firm should indicate the accessories / tools that will be supplied along with the machine.

7.0 FORCE MAJEURE

The contractor shall not be responsible for any delay in execution of this contract if the delay is caused as a result of Force Majeure.

“Force Majeure” means an event beyond the control of the Contractor, such as Floods, wars or revolutions, epidemics, strikes (caused by other than contractors own employees/ workmen), terrorist attack etc.

7.1 ARBITRATION CLAUSE

If BEML and the contractor are not able to resolve any contract dispute amicably within a reasonable period of time, such disputes shall be referred to a sole Arbitrator to be

appointed by BEML and the proceedings before the Arbitrator shall be governed by the provisions of Arbitration and Conciliation Act 1996, in which event the Arbitration proceedings shall be held at Bangalore and the Arbitrator shall be required to give a reasoned award. Courts in Bangalore alone shall have jurisdiction in the matter.

7.2 APPLICABLE LAW

The contract shall be interpreted in accordance with the laws prevailing in India.

7.3 JURISDICTION OF COURTS

The courts in Bangalore only will have jurisdiction.

REGIONAL MANAGER

SINGRAULI