

BEML Limited
(A Govt. Of India Mini Ratna Company Under Ministry of Defence)
Maritime Division, Mysore Complex, Belavadi Post, Mysore-570018
Tender Enquiry

Quotations in e-mode through SRM Portal are invited in Two Bid System (Technical Bid and Commercial Bid) from eligible reputed firms meeting the qualification criteria.

Description of service	"3D scanning services to be carried out at BEML customer 's site and output to be provided as per the Technical Specification Annexure-1 and Terms & Conditions Annexure-2 enclosed"
EMD	Bidder should remit EMD of Rs. 3,20,530/-(Rupees Three Lakh Twenty Thousand five hundred and thirty Only) in favour of M/s. BEML Limited, Mysore Complex through NEFT/RTGS. The online remittance details must also to be uploaded on SRM portal. For online payment, Please make use of the following bank Details. ACCOUNT NAME : BEML LIMITED ACCOUNT NO : 10562407488 IFSC : SBIN0003130 BANK NAME : STATE BANK OF INDIA, MYSORE, MAIN BRANCH SWIFT CODE : SBININBBM08
Pre qualification criteria	a) It is mandatory that EMD remittance details and Integrity pact (format attached in the tender document) should be uploaded along with technical bid on SRM portal. b) In case of Firm claiming Exemption for EMD amount under MSE category(only Micro & Small Enterprises are eligible for exemption), firm should upload Udyam registration certificate along with Integrity pact in technical bid on the Portal. c) Failure to upload (a) or (b) as applicable on SRM portal will result in rejection of Bid and No Correspondence will be entertained later.
Mode of Tendering	Two Bid system (Technical & Commercial) through SRM only.
Last date & time for submission of Technical & Commercial Bids	As per SRM portal
Date & time of opening of Technical Bid through e-mode	As per SRM portal
Date & time of opening of Commercial Bid through e-mode	After completion of technical evaluation, commercial bids of the firms whose technical offers are accepted only will be opened.
Nature of Tender documents	Two Bid system (Technical & Commercial) through SRM portal.

Note: Online EMD remittance details or copy of exemption certificate/Document as applicable shall be sent to mail id: sasikumar.e@bemlltd.in with tender reference no. before closing date and time of tender.

Annexure-1

(The filled form of Annexure-1 & 2, to be submitted by the bidder along with the technical bid with signature & seal)

PART-1-SCOPE OF WORK

S.N.	Scope of Work	Firms Reply Complied/Not complied	Documentary proof to be enclosed
1.	a) Onsite 3D Scanning for Marine/Aerospace/Defence /Mining & Construction aggregates/ spare parts available at various locations across India. The number of the items & dimension of the item to be scanned will vary case to case. b) Identification of Material composition at onsite by non-destructive method by using PMI instrument or any other suitable instruments Ferrous materials: C, Cr, Ni, Mo, Mn, Cu, Si, Ti, V, W, Co, Mg, Al etc. Aluminium materials: Fe, Mg, Mn, Ni, Pb, Si, Ti, Zn, Bi, Cr, Cu etc		-
2.	The firm Shall use calibrated, metrology-grade, Industry - approved, non-contact high resolution 3D scanning system for all scanning activities. (On the award of contract, BEML may have the rights to ask the firm to provide the valid calibration certificate)		-
3.	After completion of onsite 3D scanning & identification of material composition, the firm has to submit the deliverable to BEML as below within 30 days: (Early delivery is appreciated) (i) 3D Model- STEP File, STL File (ii) 2D drawings- AutoCAD(2D), Pdf (iii) Editable format (Autodesk Inventor) (iv) Manufacturing drawing- AutoCAD(2D), Pdf (v) Report on Material Composition (any other mutually agreed industry -standard formats)		-
4.	All scan data, CAD Models, engineering drawings and inspection reports shall comply with the specified tolerances and applicable ISO, BIS, ASME or other relevant international standards.		-
5	Any discrepancies, deviations or non-conformities identified during BEML R&D team review, shall be corrected by the firm at no additional cost to BEML		-
6.	The firm has to depute their representatives (minimum 2 persons) along with portable 3D scanner & PMI instrument/any other related instruments etc., to the respective location. BEML will ensure for necessary co-ordinations/ approvals/arrangements at customer site for carrying out onsite 3D scanning.		-
	Total Design hours shall be submitted by the firm after completion of every onsite 3D scanning. Justification for no of design hours to be provided by the firm & the same has to be accepted by BEML.		

PART-2- ELIGIBILITY CRITERIA

N	Eligibility Criteria	Firms Reply Complied/ Not complied	Documentary proof to be enclosed
1	No equipment/Instrument/ software of Chinese origin shall be used at any stage of 3D scanning, Material identification, data acquisition, reverse engineering, or digital processing.		Make, Model & Origin of the Instruments used to be specified by the firm.
2	The firm/bidder should have prior experience in providing 3D scanning, Reverse engineering, CAD Modelling services. Firm should have executed at least one job of value not less than 10 lakhs during last 3 years.		Documentary proof (PO Copy & Invoice-at least one) of similar type of jobs executed during last 3 years of value not less than 10 lakhs along with work completion certificate/satisfactory report/ appreciation letter from the customer.
3	The 3D Scanning system shall be capable of provide a measurement accuracy of ± 50 microns or better, with high resolution data acquisition suitable for precision engineering application. All the applicable instruments shall be maintained in a valid calibrated condition throughout the contract period. (on the award of contract, the firm has to provide the calibration certificate on demand by BEML)		-
4	The average annual turn over during the year 2021-2022, 2022-23, 2023-24, 2024-25 ending march 31 st should be minimum 48 lakhs.		The applicant firm has to submit the audited balance sheet for the years (2021-2022,2022-23, 2023-24, 2024-25)
5	The firm shall possess valid licensed, industry-standard software required for execution of the scope of work, including software for scanning, mesh processing, CAD modelling etc. (on the award of contract, the firm has to provide the document proof for the same on demand by BEML).		-
6	The applicant Firm should not be under insolvency resolution as per IBC.		-
7	The applicant Firm should not be restricted under GFR Rule 144(xi) amended.		-
8	The applicant Firm should not be blacklisted or debarred from any state / Central Govt/PSUs.		-

Annexure-2- GENERAL TERMS & CONDITIONS

SN	General Terms & Conditions	Firms Reply Complied/Not complied	Documentary proof to be enclosed
1	PO-Validity: Two Years from the date of PO		
2	Payment terms: For MSE- As per MSE payment terms. For others- 60 days from date of invoice subject to acceptance of deliverables		MSE Certificate
3	Delivery period: Maximum 30 days from the date of completion of 3D scanning. (Early delivery is appreciated)		-
4	All scanned files/ dimensions/Models/drawings shall be the property of BEML and treated as confidential. The same & any related information cannot be disclosed to any third party without prior written approval from BEML. The firm should sign Non-Disclosure Agreement (NDA) /confidentiality agreement within 15 days from the date of receipt of PO.		-
5	The firm will not be eligible for claiming of transport and boarding & lodging charges at the place of their registered office / works (also with-in the radius of 50 Kms) which is responsible for executing the contract.		The firm to confirm its operations location
6	a) Expected locations within 500Km (≤ 500 km) from Bangalore Bangalore, KGF, Mysore, Palakkad, Chennai, Mangalore & Any other Location within the range b) Expected locations Greater than 500km & less than or Equal to 1000Km from Bangalore Goa, Kochi, Karwar, Mumbai & Any other Location within the range c) Expected locations Greater than 1000 km from Bangalore Kolkatta, Paradip (Odissa), Kandla (Gujarat), Haldia (West Bengal) & Any other Location within the range		-
7	BEML will not responsible any damages of any Item / material /personnel Injury, incurring during the services. BEML will not reimburse the same.		-
8	BEML reserves the right to conduct reverse auction , if required. I. If reverse auction is conducted then the start bid price for reverse auction shall be lesser than the quote in commercial bid. II. ii) On completion of reverse auction, the commercial bid of technically acceptable vendors would be opened. III. iii)L1 firm would be arrived considering the lowest quote received in commercial bid in two bid system and the reverse auction.		-
9	Successful firm to submit PBG in one month on receipt of PO for 5% of total PO value valid for two years from the date of PO placement + 3 Months claim period. Successful firm to submit PBG thru NSeL portal preferably.		-

CONTACTS:

Firms may contact thiruppathi.t@bemltd.in, 080-229632206 for any technical clarifications and sasikumar.e@bemltd.in, 0821-2400490 for any commercial clarifications.

(To be executed on plain paper)

INTEGRITY PACT

Between

BEML Limited (BEML) hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

.....

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)/ contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Annexure (J-1)**.
 - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contactor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or act as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgressions

- (1) Bidders to disclose any transgression with any other public / government organisation that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression (s) is / are to be reported by the bidder shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors

- (1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.

- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The bidder shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

(6) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub- contractors also sign IP.

(7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

The fees / expenses on dispute resolution shall be equally shared by both the parties.

(8) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)
