

BEML LIMITED

(A Government of India Undertaking)

क्षेत्रीयकार्यालय Regional Office

बी ई एम एल लिमिटेड , पहली मंजिल, बीएसएनएल मुख्य टेलीफोन एक्सचेंज बिल्डिंग, लेक रोड, रांची 834001,
झारखंड

BEML Ltd, 1st Floor, BSNL Main Telephone Exchange Building,

Lake Road, Ranchi-834001

Tel no - 06512540710

Description of Work: Erection & Commissioning of 48 Nos., BH60M Dumpers at various CCL Projects.

Scope of Work (inclusive of consumables etc.): Assembly/ Installation, Erection & Commissioning of BH60M equipment broadly involves the following activities: -

1. Manpower required for safe unloading of equipment, Dump Body, tyres & other accessories from trailer & placing at the firm ground by providing with necessary support.
2. Installation of tyres on the equipment & torquing.
3. Installation of cabin and proper torque and fitment of ROPS protection Bolts & viscous mounting bolts.
4. Fitment of electrical wire harnesses, interfaces & all electrical related items.
5. Dump Body mounting & providing of proper shims and torquing.
6. Proper Ceilings required throughout the commissioning work has to be organized by firm.
7. Fitment & commissioning of all DGMS safety items.
8. Fitment of complete tyre, Mud-flaps, rock ejectors chain bars. Oil level checking & topping up.
9. All other initial commissioning related activities & starting of equipment till acceptance.

Note: Any other work, not mentioned above but required for starting the equipment, shall also be carried out by the contractor . During commissioning of equipment all tools, tackles, safety belts, helmet, gloves, insulation tape, Teflon tape, lock tight, cotton waste, welding electrodes, welding support, & other safety items are in the scope of contractor .

Security Deposit/BG : Bidders are required to submit SD/ BG through online NEFT/RTGS/DD as per following details:-

Account no & Name - 00000011048999662 / Bharat Earth Movers Ltd.

Bank/ Branch: STATE BANK OF INDIA, LALPUR BRANCH

IFSC Code: SBIN0012623

Submission of Bid: Following essential documents should be:

- 1) **Technical bid:** in accordance with the NIT requirement, to be accepted. In this regard bidder is requested to submit signed & sealed in each pages of the NIT as acceptance of all the technical requirement including terms & conditions.
 - a) Documents with respect to experience certificates (in form of Work Completion Certificate of Commissioning / PO copy) of having done the above specified job in past.
 - b) Financial turnover details for previous three years, Registration no. for Goods and Service tax etc. and all other relevant documents /details as specified in NIT.
 - c) Letter of undertaking with respect to bid as per attached format. (To be printed by on bidder's letter head) as per this NIT and duly signed and sealed document to be uploaded.
- d) Copy of the entire tender document duly signed by the bidder. Any alteration, erasure or over-writing will render the bid invalid.
 - e) original copy of the tender documents as per NIT is to be submitted to Ranchi RO at BEM Ltd, 1st Floor, BSNL Main Telephone Exchange Building, Lake Road, Ranchi -834001
- f) Firm has to enclose the copy of EFT Mandate/bank account details /cancelled cheque, PAN card copies and GST registration.
 - g) Partnership deed details / Proprietor deed details, Any other general information relevant to above.
 - h) Duly filled up and signed Questionnaire.
- 2) **Commercial Bid:** Bidder should Quote in prescribed space. All prices Exclusive of GST.

Techno-Commercial bid should be submitted in a closed envelope & to be submitted at BEM Ltd, 1st Floor, BSNL Main Telephone Exchange Building, Lake Road, Ranchi -834001, on or before 09.12.2024 at 10:00 AM

General Terms & Conditions:

1. Please quote the price details in 'Price Bid' in the prescribed format as available in the NIT.
2. The bidder should accept all the terms and conditions of the tender. 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, Tender issuing officer of BEML Ltd., may be contacted in person or through email balachandar.v@bemltd.in or 0651-2540710 .
3. BEML reserves the right to assess the capacity and capability of the parties for pre –qualification at the time of work order release. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. Offer of the Bidder if prima-facie not found comparable with the quantum of work envisaged and the bid is an effort to be L-1, then the offer is liable to be rejected. BEML Ltd decision in this regard shall be final and binding.
4. The bidders are required to enter the price and taxes for all the items listed in the 'Price Bid / Commercial bid'. The price should be quoted after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulties in execution of the contract.
5. Bidder is required to submit its quote Exclusive of GST, however successful bidder shall submit its claim showing applicable GST amount.
6. In the event of furnishing false information / incomplete information, the offer(s) shall be rejected.
7. 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 of bidder. Bidder shall be solely responsible for all its activities.

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

Other Information:

The intending Tenderers should note the following:

- a) Issue of Tender document to any Tenderer does not automatically qualify such Tenderer for opening of their Tender document.
- b) Quote should be submitted within the stipulated time. The quote submitted after due date and time shall be liable for rejection.
- c) Tender will be published on BEML Website www.bemlindia.in & CPP Portal. However, original techno-commercial offer including price bid to be submitted in a sealed envelope at BEMLLtd, 1stFloor, BSNL Main Telephone Exchange Building, Lake Road, Ranchi -834001, on or before 09.12.2024 at 10:00 AM. No offer through email will be accepted.

- d) Irrespective of receipt of Number of bids, Bid opening will be taken place on 09.12.2024 at 10:30 AM at BEMLLtd,1stFloor, BSNL Main Telephone Exchange Building, Lake Road, Ranchi -834001
- e) Successful tenderers shall have registered with sales tax authorities of the state government.
- f) BEML LIMITED, Ranchi may refuse issue of Tender document to any applicant and 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.

Tender Document

(Techno-commercial – Response to be submitted)

1.0 TITLE OF WORK: Erection & Commissioning of 48 Nos., BH60M Dumpers at CCL Projects.

1.1 CONTRACTOR

Shall mean the Firm/ Contractors 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

1.3 PROJECT – IN –CHARGE. 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: Means written agreement between BEML AND CONTRACTOR/FIRM/REPAIR made from time to time.

1.5 ERECTION, TESTING & COMMISSIONING VALUE: Means the mutually agreed price between BEML and the Contractor for the Erection, Testing and Commissioning work as per the Scope of works.

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

1.7 GUARANTEE PERIOD: The Firm/bidder should guarantee its workmanship regarding commissioning of DUMPER. In case of any premature failure of work done by the bidder, it should be re done/ repair by the bidder at site free of cost till acceptance.

1.8 PROJECT SITE: Means various places and **workshop land in M/s. Central Coalfields Limited(CCL), MINES** of COAL INDIA LIMITED where the Equipment BH60M Dumpers will be deployed viz. Argada, B&K, Barkasayal, Dhori, Hazaribag, Kathara, Kuju, Rajrappa, and NK Areas of CCL.

1.9 EQUIPMENT(s): Erection & Commissioning of 48 Nos., BH60M Dumpers at CCL Projects.

2.0 SCOPE OF WORK BY THE FIRM

2.1 Erection & Commissioning of 48 Nos., BH60M Dumpers at CCL Projects.

2.2 MANPOWER: Contractor should ensure sufficient man power to complete job within **21 days** after receipt of last consignment. They shall not be underage and shall meet the prevailing Labour Laws/Act/Regulations/PF rules. All Statutory payments like provident fund contribution, ESI contribution etc. payable to the contractor's workman shall be borne by the contractor.

2.3 SAFETY AND SAFETY EQUIPMENTS. Knowledge of Safety rules and regulations and ensuring their implementations and the availability of Safety Equipments, like safety gloves, safety shoes, safety goggles, safety caps (helmets), first aid boxes, welding, cutting & grinding equipment. The contractor shall adhere to various other Safety aspects as required. contractor's workman should observe and follow the safety & DGMS regulation applicable at site during the above work. The contractor's workman should have relevant work experiences which is require to be certified by Contractor. The contractor shall adhere to various other Safety aspects as required.

2.4 SECURITY

It shall be the responsibility of the Contractor to safeguard, safe handling and safe protection of the equipments, tools & tackles. Safe custody of the tools, Accommodation and transportation of contractor's Manpower etc. will be firm's/contractor's responsibility

2.5 INSURANCE

It shall be the Contractors responsibility to arrange for necessary insurance/ CAR policy for all the personnel engaged in *Erection, Testing and Commissioning* job and related Equipments. The insurance should also cover third party liabilities.

3.0 SCHEDULE/ TIME PERIOD FOR RETROFIT WORK:

The Contractor should ensure the completion of work at **site within 21 days** from the date of Receipt of last consignment at site date will be decided by BEML site in charge.

Considering the delivery time being the essence of service requirements, Contractor has to honour and maintain the delivery schedule as per contract terms.

4.0 SCOPE OF WORK BY BEML: Final inspection work will be carried out at site by BEML site in charge with certification.

5.0 ACCOMODATION & TRANSPORTATION:

Contractor should quote the price inclusive of accommodation and transportation of Manpower, tools and accessories, BEML will not be responsible for providing any kind of such facilities.

6.0 TERMS AND CONDITIONS:

6.1 INSPECTION AND TESTS.

(1) The inspection and Tests for acceptance of the work will be done by Inspection Authority: **Concern Project-in-Charge (BEML)**, under R.O. Ranchi is authorized to certify the work carried out, materials used and the process adopted during the subject work.

6.2 COMMERCIAL TERMS

6.2.1 PERFORMANCE GUARANTEE (GUARANTEE PERIOD): Submission of Security Deposit/BG Only.

6.2.2 PENALTY / LIQUIDATED DAMAGE / PERFORMANCE CLAUSE:

In case of failure to complete the work at site within the stipulated period in accordance with the terms and conditions of the contract, BEML Limited will have the right to recover from bidder bills a liquidated damage @ 0.5% per week or part thereof subject to the maximum of 10% of the work order value.

Performance of this Work Order, in respect of various clauses, shall be monitored closely by Regional office on regular basis. Any failure on your part shall follow the action, such as imposition of LD, forfeiture of EMD/Security Deposit, short closure of Work Order as per terms and condition of this Contract.

6.2.3 PAYMENT TERMS AND CONDITION:

100 % payment shall be made after successful Erection, Testing & Commissioning & within 21 days of submission of Invoice along with necessary documents and receipt & acceptance & final commissioning & testing duly certification with date by vendor along with PROJECT site in charge.

Three copies of Original Invoices should be submitted (Ink-Signed) along with original proof of payment of taxes like GST which is to reflect in GSTR2A portal to us avail ITC & which are claimed in invoices for releasing payment.

6.2.4 SECURITY DEPOSIT: 10% of basic contract value as Security Deposited/PBG by within 07 days (Seven), from the award of work order on Account of BEML LIMITED: Bank Name: State Bank Of India, Bank A/c-11048999662, IFSC CODE: SBIN00012623, Branch - Lalpur and will be paid/ released after one month from the date of successful completion & acceptance of equipment as per contract value. If PBG is issued, same will be valid for 6 months from the award of contract and will be released after one month from the date of successful completion & acceptance of equipment as per contract .

6.2.5 EMD: EMD of Rs.50,000/- (Rupees Fifty Thousand only) to be transferred by the interested bidder to BEML Account no & Name - 00000011048999662 / Bharat Earth Movers Ltd.

Bank/ Branch: STATE BANK OF INDIA, LALPUR BRANCH

IFSC Code: SBIN0012623

Bidder has to submit copy of the transaction receipt along with the techno commercial bid. Bidder who have UDYAM Registration Certificate having Micro & Small Status is exempted from Submission of EMD.

6.3 GENERAL TERMS

6.3.1 On receipt of the contract/work order, the contractor shall register as per WORKS CONTRACT ACT or any other prevailing rules in that state, with the concerned state government to comply with the labour laws and rules, mobilize required man power (Supervisory and Non – Supervisory) and other infrastructure as required.

6.3.2 The contractor shall carry out *Erection, Testing and Commissioning* job of the DUMPER strictly adhering to STANDARDS and also as per the advice from time to time by Project in-Charge (BEML). Ensure full co-operation for *Erection, Testing and Commissioning of the BH60M Dumpers*

Return of HEMM/BH60M Dumpers to BEML in safe condition and all documents like drawings, specifications and any unused old materials (if any) issued by BEML after the work/ contract period or as and when demanded.

6.3.3 CONFIDENTIAL CLAUSE.

The contractor shall use all technical information, drawings and other advices / information provided by BEML only for execution of this contract. The contractor shall not pass on any data, material or information or drawings to other agency or use for any other purpose.

6.3.4 WAGES FOR WORKMEN AND WORKMEN COMPENSATION

(a) WAGES FOR WORKMEN.

It will be the obligation of the contractor to pay reasonable wages to the workmen employed by them. However, such wages shall not be less than the wages payable under the Minimum Wages Act, 1948 or the wages notified by the respective State/central Governments who are the concerned authorities for notifying the minimum wages payable to the workmen possessing different skills and who are engaged in executing the contract. The contractor shall also be bound by the statutory provisions of the Contract Labour Regulation and Abolition Act, Apprentices Act, PF ACT etc., concerning the employment of the Labour by the contractor. All the obligations under the different Act provisions shall be that of the contractor and the contractor shall indemnify BEML against any or all claims in this regard. The contractor shall also furnish the documentary evidence regarding the wages paid, correctness of the wages paid, PF and ESI payment in respect of the labour engaged for the purpose of executing the contract.

These reports shall be submitted to the Project-in-Charge (BEML). It shall also be the responsibility of the contractor to obtain statutory approvals as may be required in this behalf and BEML will in no way responsible for this action and BEML will be discharged of and indemnified against all such responsibilities.

(b) WORKMEN COMPENSATION

It is also agreed that BEML shall not be liable for any compensation to be payable in respect of any workmen employed by the contractor and it shall be the sole responsibility of the contractor for payment of compensation if any, arising during the course of execution of the contract. For this purpose, the contractor shall indemnify BEML during the currency of the contract against all such claims made by any person(s) employed by the contractor in execution of the contract.

BEML shall not be responsible for providing employment to contractor's labourers and or payment of any retrenchment benefits, and it shall be the duty and responsibility of the contractor to pay all terminal benefits at the time of completion of contract and shall produce satisfactory proof for having paid so, before the final bill is settled.

6.3.5 DELAYS IN THE CONTRACTOR'S PERFORMANCE

The TIME SCHEDULE for *Erection, Testing and Commissioning* of the HEMM/BH60 Dumpers as stipulated in this contract Clause Number 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.

6.3.7 ASSIGNMENT SUB-LETTING AND SUB-CONTRACTING

The contractor shall not assign the contract either wholly or part thereof or any benefit or interest therein.

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.

6.3.8 INDEMNITY

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

6.3.9 VALIDITY

Validity of the Quotation should be 90 days from date of opening of tender.

6.3.10 TAXES

Bidder should obtain GST Registration from jurisdictional authorities for payment of Service Tax on services.

7.0 FORCE MAJEURE

If the execution of work is delayed beyond the period stipulated in the work order as a result of outbreak of hostilities, declaration of an embargo or blockage, fire, flood, acts of other nature or any other contingency beyond the contractors control, due to the act of the God, then BEML LIMITED may allow such additional time by extending the delivery period as it considers to be justified by the circumstances of the case and its decision shall be final. If any additional time is granted by BEML LTD, the work order shall be read and understood as if it has continued from its inception of the delivery date, as extended.

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 Arbitrations and conciliation Act 1996, in which event the Arbitration proceedings shall be held at Ranchi and the Arbitrator shall be required to give a reasoned award. Courts in Ranchi 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 Ranchi only will have jurisdiction.

8.0 DUE DATE:

The complete bid will be received **on or before 09.12.2024 at 10:00AM** in the Office of Regional Manager, BEML Limited, Ranchi-834001 or thru email as mentioned above.

9.0 ACCEPTANCE:

Bidders are required to refer to the terms and condition and accept the same for qualifying in Bid for opening of their price Bid. Bidder shall give acceptance of all NIT terms and conditions in covering letter duly signed.

10.0 CANCELLATION:

BEML reserves the right to cancel the order or any part thereof on the following reasons: -The bidder fails to comply with the terms of the order. The bidder fails to complete the work in time.

11.0 FAILURE INSPECTION & SETTLEMENT OF WARRANTY:

In case of premature failure within the warranty period, a joint inspection shall have to be carried out by the authorized representative of the Contractor along with BEML & CCL representatives to ascertain the cause of failure. This inspection shall be carried out within 7 (seven) days of after failure reported. Further *Erection, Testing and Commissioning* cost of any such failure, for which alternate arrangements are made by BEML, will be deducted from the Security deposit.

Format for submission of Price:

- a. The price should contain firm rates for *Erection, Testing and Commissioning* inclusive of accommodation, consumables & Transportation for *Erection, Testing and Commissioning* of BH60M / HEMM as per the following format:

SERIAL NUMBER	JOB CODE	JOB DESCRIPTION	RATE QUOTED PER UNIT in INR
1	BH60M Dumper	<i>Assembly/Erection, Testing and Commissioning</i>	
2	BH60M Dumper	<i>GST @ ----- %</i>	
3	<i>Total (1 +2)</i>		
4	<i>Grand Total for 48 no. Equipment</i>		

- b. The quoted rate should be inclusive of all charges .
- c. Details of applicable SAC % age and amount in Rs. to be indicated while submitting claim for payment. Reimbursement will be on production of documentary evidence only.

REGIONAL MANAGER

RANCHI

(To be printed by Bidder on Company's letter Head)

The Regional Manager

BEML Ltd.,

Ranchi, Jharkhand

Sub:- Undertaking with respect to Bid Invitation No.

Dear Sir,

I/We certify that to the best of my / our knowledge, the particulars furnished by us against the tender are true.

It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

I / We agree to remit the required Security Deposit from as per NIT within maximum period of 15 days after award of the contract (i.e. from the date of Letter of Intent/ Acceptance by BEML) or till such time our Bill amount proportionate to the Bank Guarantee may be deducted/withheld from our Bill.

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions along with its Corrigenda, addenda, Amendments, Clarifications etc if any to Tender and accept the same in to-to.

For having agreed for all the terms and conditions of tender, Bidder is providing undertaking duly signed with seal.

Place:

Date :

(Signature of the Bidder)

Full name with seal

Witness: (Name with signature)

1)

QUESTIONNAIRE FORMING PART OF THE TENDER DOCUMENTS AGAINST OUR TENDER

(To be filled in and should be signed with seal by the tenderer)

01.	Name of Firm in full under which the tenderer is executing the contract	
02.	Address of official premises in Jharkhand.	
03.	Address of official premises at other places	
04.	Telephone /Mob No:	
05.	Are you registered as a) Public Limited Company? b) Private Limited Company? c) Partnership concern?	
06.	Attach Registration copy of the Firm obtained from Competent Authority under Shops & Establishment Act. (Please indicate reference / No.)	
07.	Attach latest Income Tax Returns for consecutive 3 years (FY2021-22,2022-23,2023-24)	
08	Address of the partner / proprietors of the tenderer's firm / concern and as to Director/ Managing Director as the case may be	
09.	Nature of other contract handled, if any in any other firm with details regarding No. jobs / Work Order etc, (Documents need not to be attached)	
10.	Details of works carried out for the past three years (Attach certificates)	
11.	Whether you have all India presence (Specify clearly "YES/NO")	

12.	Enclose details of the Organisations (Govt./undertakings/Private) where you have undertaken contracts (Also mention the period of your association / contract with them) from the inception of your firm	
13.	Indicate Two references (not be a relative) with their Complete Address & Mobile No.	1: 2: