



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6161861 Dated/दिनांक : 23-04-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-05-2025 16:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	03-05-2025 16:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	80 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence		
Department Name/विभाग का नाम	Department Of Defence Production		
Organisation Name/संगठन का नाम	Bharat Earth Movers Limited (beml)		
Office Name/कार्यालय का नाम	******		
क्रेता ईमेल/Buyer Email	buyer148.bemlb.mp@gembuyer.in		
ltem Category/मद केटेगरी	Custom Bid for Services - Fabrication of end bearings assembly parts of 195HP AC Induction Motor Siemens make of 10CuM AC Rope Shovel under MARC at NCL Nigahi Project		
Similar Category/समान श्रेणी	Repair and Overhauling Service		
Contract Period/अनुबंध अवधि	1 Year(s)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)		
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)		
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes		
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छ्ट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No		

Bid Details/बिड विवरण				
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer			
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No			
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किय	No			
Type of Bid/बिंड का प्रकार	Two Packet Bid			
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन वे दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days			
Estimated Bid Value/अनुमानित बिड मूल्य	243434			
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes			
Arbitration Clause	No			
Mediation Clause	No			
EMD Detail/ईएमडी विवरण				
Required/आवश्यकता	No			
ePBG Detail/ईपीबीजी विवरण				
Required/आवश्यकता	No			
MII Compliance/एमआईआई अनुपालन				
MII Compliance/एमआईआई अनुपालन	Yes			
MSE Purchase Preference/एमएसई खरीद वरीयता				
MSE Purchase Preference/एमएसई खरीद वरीयता				
MSE Purchase Preference/एमएसई खरीद वरीयता  MSE Purchase Preference/एमएसई खरीद वरीयता	Yes			

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of

quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

- 2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

  5. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
- 6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:  $\frac{1745388613.pdf}{}$ 

Pre Qualification Criteria ( PQC ) etc if any required: 1745388650.pdf

**Scope of Work:**<u>1745388653.pdf</u>

**Payment Terms:** <u>1745388662.pdf</u>

Penalties: 1745388670.pdf

GEM Availability Report (GAR):1745388720.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: <a href="mailto:1745388736.pdf">1745388736.pdf</a>

Custom Bid For Services - Fabrication Of End Bearings Assembly Parts Of 195HP AC Induction Motor Siemens Make Of 10CuM AC Rope Shovel Under MARC At NCL Nigahi

# Project (1)

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Fabrication of end bearings assembly parts of 195HP AC Induction Motor Siemens make of 10CuM AC Rope Shovel under MARC at NCL Nigahi Project	
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
Addon(s)/एडऑन		

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

# Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	***********Sidhi	1	N/A

# Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

# 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

# 2. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

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BEML Limited Ph: 07805-272668

(A Govt. of India Undertaking) Fax: 07805-272282

Regional Office

PB No. 5, Singrauli Colliery, Jhingurdha, Singrauli- (MP) 486889

Fabrication of end bearings assembly parts of 195HP AC induction motor (Siemens make) of

10Cu.M AC Rope Shovel under MARC at NCL, Nigahi Project.

Bid should be submitted on GeM Portal only.

Interested vendors can register themselves on website of GeM portal https://gem.gov.in to obtain the username & password for submitting the bids.

Any queries related to submission of quotation may please be communicated through GeM Portal only.

For BEML Limited

Regional Manager

BEML Ltd,

Singrauli - 486889

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**TENDER DOCUMENT** 

Fabrication of end bearings assembly parts of 195HP AC induction motor

(Siemens make) of 10Cu.M AC Rope Shovel under MARC at NCL, Nigahi.

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**BEML Limited** 

(A Govt. of India Undertaking Under Ministry of Defence)

Regional Office

PB No. 5,

Singrauli Colliery, Jhingurdah

Singrauli- (M.P.) PIN: 486889

Ph: 07805-272668, +919425823488

E-mail: s ingrauli@rm.beml.co.in

Tender closing date & time: 03.05.2025, 04:00 PM

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**Tender Notice** 

Tenders in two-bid system (Technical Bid and Commercial bid in e-mode) are invited from reputed bidders on GeM Platform who have previous experience in Fabrication / machining of end bearings assembly parts of 195 HP & above, 3 phase, AC induction Motors can only apply.

Title of Work:

Fabrication of end bearings assembly parts of 195HP AC induction motor (Siemens make) of 10Cu.M AC Rope Shovel under MARC at NCL, Nigahi Project.

Availability of Tender Document:

Tender document including terms and conditions of work shall be downloaded from GeM Portal. Website: https://gem.gov.in/ Eligibility: The tenderers having previous experience in Fabrication / machining of end bearings assembly parts of 195 HP & above, 3 phase, AC induction Motors can only apply. Firms to ensure uploading of all relevant documents as per CHECKLIST enclosed at Annexure-1. Failure to submit the documents as per checklist may lead to disqualification. Instruction to Bidders: Both Technical Bid and Price bid are to be submitted through electronic mode only on GeM platform. Bidders are required to go through instructions carefully and submit the bid as required. Clarifications if any may please be obtained from BEML Limited, Regional Office, Singrauli on any working day. ☐ Following are Contact details who can be contacted for tender enquiry. 1. Mr. R.JAYAKUMAR [Regional Head]- +919425823488 Regional Head's Landline No.: 07805-272668, Regional Manager's Fax: 07805-272282 E-mail: rm.singrauli@beml.co.in 2. Mr. Jeelan Basha (AGM) Service Department.- +917879013675 E-mail: 182mac@gmail.com □ Tender is in two bid system. Page 4 of 11 Receipt & Opening of Tenders: Submission of Technical Bid: Please upload signed and scanned copy of all the pages of the technical bid documents along with annexure. Please ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid. Submission of Price Bid: ☐ Commercial Bid: Please quote the price details in the system only against the respective items provided therein. ☐ 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. Other Information: The intending tenderers should note the following: a) Submission of tender document, after due date and time is not allowed on the GeM portal. Tenderers shall have to get themselves registered on GeM portal as well as with Goods & Services tax (GST) authorities of the state/Central government for bid participation.

b) BEML Ltd, Singrauli 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.

Regional Head

BEML Ltd, Singrauli - 486889

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SCOPE OF WORK

- 1. Fabrication of end bearings assembly parts of 195HP AC Induction Motor (Siemens make) of 10Cu.M AC Rope Shovel as per sample as mentioned below:
- i. Fabrication/casting Bearing housing NDE
- ii. Fabrication/casting Bearing coupling NDE
- iii. Spacer for DE bearing
- iv. Labyrinth DE & NDE
- v. Circlip
- 2. The firm should thoroughly inspect the end bearings assembly parts before submitting their quote. Sample of assembly parts shall be provided only after release of work order to the L-1 firm.
- 3. The fabricated motor end bearings assembly parts to be fitted in the spare motor and the firm to ensure noise free test run in the presence of BEML site representative.
- 4. To and FRO transportation of fabricated end bearings assembly parts (including sample) from BEML Limited, Regional office, Singrauli (M.P.) is in firm's scope.

## **ELIGIBILTY CRITERIA**

The tenderers having previous experience in Fabrication / machining of end bearings assembly parts of 195 HP & above, 3 phase, AC induction Motors can only apply.

# **DELIVERY SCHEDULE & PENALTY**

- i. The fabricated motor end bearings assembly parts has to be delivered within 15 days from the date of receiving work order.
- ii. For every week of delay, over and above the allowed as in above, a penalty of 0.5% of the order value shall be levied, subject to a maximum of 5 % of the total work order value.

# PAYMENT TERMS AND CONDITIONS

- i. 90% payment of Work order value subject to acceptance certificate issued by the Project-in-charge (BEML) for having completed the repair work specifying all details such as time period, specs, etc.,
- ii. Balance 10% payment will be paid only after successful completion of warranty period of 12 months from the date of receipt of fabricated end bearings assembly parts (OR) 5000 working hours of parts assembled in spare motor in running

condition on the shovel whichever is earlier.

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# SERVICE LEVEL AGREEMENT

(Techno-commercial – Response to be submitted)

#### 1.0 Title of Work:

Fabrication of end bearings assembly parts of 195HP AC Induction Motor (Siemens make) of 10Cu.M AC Rope Shovel under MARC at NCL, Nigahi Project.

#### 1.1 TERMS & CONDITIONS:

- a) Validity of offer: 80 (Eighty) Days from the date of Tender opening.
- b) Contract Period: 12 (twelve) months from date of completion of repair job.
- c) Site of operation: NCL, Nigahi Project.

#### 1.2 CONTRACTOR

Shall mean the Firm/ Repairer 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.

## 1.3 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 subcontractor's authorized representative, successors, and assignees.

## 1.4 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/REPAIRER made from time to time.

## 1.5 REPAIR VALUE

Means the mutually agreed price between BEML and the Contractor for the repair work as per the Scope of work.

# 1.6 WORKMEN

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

## 1.7 WARRANTY PERIOD

The repaired job will be under warranty limited to scope of work for 12 months from the date of receipt of fabricated end bearings assembly parts (OR) 5000 working hours of parts assembled in spare motor in running condition on the shovel whichever is earlier.

## 1.8 PROJECT SITE

Means the place and land in Nigahi Project of NCL Ltd where the shovel is placed.

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#### 1.9 EQUIPMENT

10CuM OR 182MAC Rope Shovel

#### 2.0 SCOPE OF WORK BY THE FIRM

Fabrication of end bearings assembly parts of 195HP AC Induction Motor (Siemens make) of 10Cu.M AC Rope Shovel under MARC at NCL, Nigahi Project.

2.1 MANPOWER: Adequate skilled, semi-skilled and unskilled manpower to execute the project as per time schedule indicated in the contract which include supervisory, nonsupervisory, Qualified Electrical staff, Qualified Fitters, helper etc.

#### 2.2 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) AND FIRST AID BOXES. The contractor shall adhere to various other Safety aspects as required.

#### 2.3 SECURITY

It shall be the responsibility of the Contractor to safeguard, safe handle and safe protection of the items thus taken for repair from theft, damage, vandalism etc., till they are repaired / inspected and handed over to BEML.

## 2.4 INSURANCE

It shall be the Contractor's responsibility to arrange for insurance cover for all the personnel engaged in repair job and related Equipments. The insurance should also cover third party liabilities.

# 3.0 SCHEDULE/ TIME PERIOD FOR REPAIR:

- i. The fabricated motor end bearings assembly parts has to be delivered within 15 days from the date of receiving work order.
- ii. For every week of delay, over and above the allowed as in above, a penalty of 0.5% of the order value shall be levied, subject to a maximum of 5 % of the total work order value.
- 4.0 SCOPE OF WORK BY BEML: End bearings assembly parts sample will be provided for fabrication of the same on formal receipt of work order.

#### 5.0 Transportation.

To and FRO transportation of fabricated end bearings assembly parts (including sample) from BEML Limited, Regional office, Singrauli (M.P.) is in firm's scope.

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#### 6.0 TERMS AND CONDITIONS:

## 6.1 TECHNICAL TERMS

Inspection:

Inspection Authority.

Project-in-Charge (BEML) of Shovel Maintenance, Singrauli is authorized to certify the repair work carried out and all materials used and process adopted during repair.

#### **6.2 COMMERCIAL TERMS**

## 6.2.1 PERFORMANCE GUARANTEE (WARRANTY PERIOD)

The repaired job will be under warranty limited to scope of work for 12 months from the date of receipt of fabricated end bearings assembly parts (OR) 5000 working hours of parts assembled in spare motor in running condition on the shovel whichever is earlier.

## 6.2.2 Delivery schedule and Penalty:

- i. The fabricated motor end bearings assembly parts has to be delivered within 15 days from the date of receiving work order.
- ii. For every week of delay, over and above the allowed as in above, a penalty of 0.5% of the order value shall be levied, subject to a maximum of 5 % of the total work order value.

#### 6.2.3 PAYMENT TERMS AND CONDITION:

- iii. 90% payment of Work order value subject to acceptance certificate issued by the Project-in-charge (BEML) for having completed the repair work specifying all details such as time period, specs, etc.,
- iv. Balance 10% payment will be paid only after successful completion of warranty period of 12 months from the date of receipt of fabricated end bearings assembly parts (OR) 5000 working hours of parts assembled in spare motor in running condition on the shovel whichever is earlier.

# **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 repair job strictly adhering to STANDARDS and also as per the advice from time to time by Project in-charge (BEML).

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## 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 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, PSU 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 be 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.

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#### 6.3.5 SUSPENSION OF WORK

The contractor shall on written order of the Project-in-charge (BEML), suspend the progress of the works or any part thereof for such time or times and in such manner as the Project-in-Charge (BEML) may consider necessary and shall during such suspension properly protect and

secure the work, so far as is necessary in his opinion.

## 6.3.6 DELAYS IN THE CONTRACTOR'S PERFORMANCE

The TIME SCHEDULE for REPAIR job as stipulated in this contract Clause Number and amendment thereof shall be the ESSENCE OF THE CONTRACT.

Except as provided under force majeure clause a delay by the contactor 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 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 act's defaults and neglects of the sub-contractor, his agents, or workmen.

#### 6.3.8 INDEMNITY

The contractor shall always indemnify BEML 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.

## 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 contractor's 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 Arbitrations 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.

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Annexure - I

Technical Bid

Qualifications for Tender participation

Sub: Fabrication of end bearings assembly parts of 195HP AC Induction Motor (Siemens

make) of 10Cu.M AC Rope Shovel under MARC at NCL, Nigahi Project.

Checklist for technical evaluation:

1. Self-Attested copy of NIT (all 11 pages) with seal & signature to be submitted as token of acceptance.

- 2. Experience as per NIT to be submitted.
- 3. Firm's Bank details: Cancelled cheque / Bank account details to be submitted.
- 4. GST registration to be submitted.
- 5. PAN number to be submitted.
- 6. MSME certificate (service-related activity) to be submitted.
- 7. Income tax returns for the year 2021-22, 2022-23, 2023-24 to be submitted.

**END OF TENDER DOCUMENT** 

# Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the

- case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---