

BEML LIMITED
(A Govt. of India Mini Ratna Company under Ministry of Defence)
District Office,
Room No-22/C, BSP Expansion Building, Near Ispat Bhavan Bhilai-490001
Ph. No: 0788-2223882 Fax: 2221652

Limited Tender Enquiry (Bid Invitation)

Sub.: Open Tender Enquiry for **Major Repair of Arm structure of BE1000-Excavator (Face Shovel)**

BEML LIMITED, District office, Bhilai invites quotations through **e-mode** in Two-Bids System from BEML registered vendors for carrying out Repair of Arm Structure of BE1000-Excavator (Face Shovel)

The detail Scope of work as per **Annexure A - Scope of Work, Annexure I -General Terms & Conditions & Annexure II - Special Terms & Conditions** and Price Bid as per **Annexure B**.

Bidder can visit BEML District Office Bhilai for inspection of **Arm structure of BE1000-Excavator (Face Shovel)** before submission of the offer.

The Service Provider has to submit the quote in Two Bids in BEML SRM e-procurement system viz.

I: Technical Bid

Part A: Submission of EMD (Manual mode)

Original demand draft from any nationalized bank for Rs. 8000/- (Rs. Eight Thousand Rupees only) towards EMD have to be submitted in person in a sealed cover / send to the following address to reach us on or before closing date & time of the tender. Super scribe the envelope Bid No and Due date of submission.

Bids submitted without receipt of DD in time towards EMD as above will be rejected. Closing Date and Time for the above tender enquiry is 22.08.2019 before 2.00PM.

District Manager

**BEML District Office,
Room No-22/C, BSP Expansion Building
Near Ispat Bhavan Bhilai-490001**

TENDER DOCUMENT

(OPEN)

Major Repair of Arm structure of BE1000-Excavator (Face Shovel)

Last Date for submission of bid (Technical & Commercial) in the SRM system:22.08.2019
14.00.00 Hrs.

Date of opening of Technical Bid in the SRM system :. 22.08.2019
16.00.00 Hrs.

BEML Limited
(A Govt. of India Undertaking)
District Office
#22/C, BSP Expansion Building
Near Ispat Bhavan,
Bhilai.
Ph: 0788-2223882, Fax: 0788-2221652

Bid No # 6300028749

Annexure A, I & II: Technical Bid: (To be submitted through e-mode on BEML SRM system)

BEML Ltd, Bhilai Office intends to **Major Repair of Arm structure of BE1000-Excavator (Face Shovel)**

SI. No.	Details	Quantity
01)	Arm Structure of BE1000 of Face Shovel	01No.

A. Scope of work:

Scope for repair of failed Arm Structure of Face Shovel:

1. Thorough inspection of Arm Structure before its repair to locate cracks & damaged area.
2. Work to be done as per sketch and procedure provided by BEML.
3. Before starting any welding job, ensure alignment, level the diagonal dimension between bores at 3800mm as per sketch provided.
4. Provide the suitable support for both ends.
5. Remove the top plate and make double V groove as per sketch.
6. Weld the groove from both sides with E7018 weld electrode with preheating.
7. Position 3nos of gusset plate inside the arm structure
8. Position the top plate with back up plate with root gap of 6mm.
9. Weld with E7018 weld electrode with preheating.
10. Position reinforcement plate on bottom plate and full weld with E7018 weld electrode with preheating.
11. Ensure Toe-grinding near reinforcement plate.
12. All weld Joints are to be checked for UT for ensuring weld sound ness.
13. The job to be carried out at your work premises
14. Any other miscellaneous activities as required for job.
15. Warranty of **5000 Hours or 2 Year** from the date of fitment whichever occurs earlier

Welding Electrode Material and make:

Electrode for Welding: E 7018

Make: L&T, ADVANI-OERLIKA ON, ESAB

Electrode for Hard Facing: E Fe Mn-A

Make: SUPERCHROMAX (ADVANI-OERLIKA ON), ELECTRODE 2 (L&T), LOTHERME 603(D&H)

B. CONTRACT SPECIFIC TERMS & CONDITIONS:

- 01) The failed Arm Structure of Face Shovel is available in Bhilai DO. Party shall arrange for collection of failed Arm Structure of Face Shovel from BEML Bhilai depot and deliver the repaired Arm Structure of Face Shovel to Bhilai DO. Loading facility like crane etc., to be arranged by party. The parties can inspect the failed Arm Structure of Face Shovel kept at BEML Bhilai depot before submission of offer.
- 02) The contractor shall not sub-let the repair job to any other contractors. If any, will be viewed seriously and contract is liable for termination and black listing of the contractor. No correspondence shall be entertained in this regard and the decision taken by BEML Ltd is final and shall be binding on the contractor.
- 03) **Material:**
To be issued by BEML –Bushes, top plate, reinforcement plates and back up strips will be provided by BEML

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To be issued by Party- All the material required for repair of Arm Structure of Face Shovel like joining electrodes etc. shall be arranged by the party. **However, contractor should furnish the detail of electrodes to be used for weld build up, separately while submitting their offer.**

- 04) **Supervision / inspection:** During entire contract period MARC I/c / BEML Bhilai or their representative will be liable for passing instruction, checking & supervision to quality assurance.
- 05) **Safety:** Party shall take all safety precautions and provide adequate supervision in order to do the job safely and without damage to equipment. Party shall make available all necessary personal safety equipment/ appliances for the use of persons deployed at site while loading and unloading of Arm Structure of Face Shovel. Party has to ensure complete safety of the company's material during its possession. Damage occurred will be recovered in full.
- 06) The warranty of repaired Arm Structure is **5000 Hours or 2 Year** whichever occurs earlier from date of fitment. In the event of failure of Arm Structure of Face Shovel within warranty period, the Contractor shall take-up the repair of Arm Structure of Face Shovel at Site / at own shop within 03-04 days of receipt of communication. If the Contractor fails to take-up the job, the Bank Guarantees will be seized. OR In the event of contractor failing to provide the services as above BEML Ltd shall be at liberty to make alternative arrangements, the expenditure for such arrangements and for the loss / damage incurred by BEML Ltd as a result of such non-compliance will be deducted from the monthly running bill or security deposit of the contractor. BEML Ltd reserves the right to determine the cost of deduction at its sole discretion.
- 07) For repeated non-compliance of contract conditions, BEML Ltd reserves the right to terminate the contract and make alternative arrangements. The cost of making such alternative arrangements will be levied on the contractor and will be deducted from the running bills or the security deposit of the contractor.
- 08) Only authorized staff of the Contractor shall be allowed entry inside the SAIL premises during the course of contract. The successful bidder shall provide the details of the authorized representatives for this purpose before commencing the work at site. .
- 09) **The rates should be quoted only in "PRICE BID SCHEDULE". Same will be exclusive of GST. GST % to be mentioned separately in Price Bid Schedule. All other expenses (including transportation and handling charges) to be included in Price submitted in Price Bid.** All the offers received will be scrutinized and only technically qualified offers will be considered for Price Bid opening.
- 10) The Technically unqualified offers will be rejected.
- 11) BEML Ltd reserves to short close the contract at its discretion at any point of time with giving a notice of 30 days
- 12) Payment to contractor will be made within 30 days from the date of supply and acceptance of repaired Arm structure of BE1000-Excavator (Face Shovel) along with bills. The proof of submission / payment of GST to the Government (GSTR-1 copy) to be attached with Bill. Contractor will submit the bills (in duplicate) along with Warranty Certificate to District Manager, BEML Bhilai. The same will be duly verified, checked by District Manager (BEML Bhilai) for releasing payment to the party.
- 13) BEML Ltd reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BEML due to failures on the part of the contractor or due to termination of contractor becoming disqualified because of liquidation and other reasons. Such losses,

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damages, charges, expenses or cost, as assumed by BEML Ltd., shall be final and binding the contractor and shall not be called into question.

Validity of offer: 120 Days from the date of Tender opening.

TERMS & CONDITIONS:

1. The work will be done on a turnkey basis and the rate shall include the material, labour and fitting etc., to and from transportation and no extra payment will be made.
 2. The prices to be quoted for the entire job included in the scope of work.
 3. Prices should be quoted for entire scope of work, i.e., for two batches of 1no each.
- After entering into the contract, the contractor shall be solely responsible for repair and shall not sublet the **Arm structure** repair job to any other contractors.
4. The repaired Arm Structure of Face Shovel to be handed over to Bhilai DO within 60 days of receipt of failed Arm Structure of Face Shovel.
 5. Periodical inspection of the repaired Arm Structure of Face Shovel to be carried out by the Contractor's Representative and if any repairing is required, same to be carried out on free of cost basis till the completion of warranty period.
 6. Re-work, if any, during warranty period shall be decided by BEML, MARC I/c Authority after due consultation with the contractor. Final Acceptance Certificate will be issued by BEML.

QUALIFICATION CRITERIA:-

The bidders shall submit relevant records in proof of complying with qualification criterion conditions along with the Part – A: Technical Bids.

1. Contractors should have executed similar type of heavy fabrication work. The Contractor should have registered workshop with sufficient infrastructure to carry out repair of Arm Structure of Face Shovel.
2. The vendor should have a valid bank account number and shall provide the account details in the technical bid. Payment to the contractor will be made either by crossed cheque or RTGS mode.
3. Contractors should have valid PAN Number; Income Tax will be deducted at source as per the prevailing Income Tax rules.
4. Contractor should be GST registered. GSTIN should be mentioned and copy of GST certificate to be uploaded in C Folder of technical bid

A. GENERAL TERMS & CONDITIONS:-

1. Earnest Money Deposit (EMD) as indicated in the NIT (Notice Inviting Tender) is to be submitted. EMD is payable through Demand Draft favoring BEML Ltd payable at Bhilai. EMD by the Tenderer will be forfeited documents if;
 - a) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - b) The tenderer does not commence the work within the period as mentioned in work order.
2. EMD given by all unsuccessful tenderers shall be refunded within fifteen days of award of work to the successfully tenderer. EMD shall not carry any interest.
3. Security Deposit – cum - Performance Bank Guarantee of 10% of the total contract value to be submitted within 10 days of placement of work order valid for the period of one year with 06 months grace period for claim. The Bank Guarantee format should have the approval of BEML Ltd.
4. The name of the bidder with full official address, email, landline and mobile phone numbers shall be furnished. In case of partnership firm the name and address of all the

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partners together with a certified copy of the partnership deed shall be furnished along with the tender Part – A. All the parties have to sign the tender document unless signed by the power of attorney holder.

5. *All pages (first to last page) of the Tender Document and enclosures to be signed by tenderer with seal and scanned document of the same is to be uploaded in the Collaboration Folder as part of the Techno-Commercial Bid.*
6. The tender document shall be deemed to form an integral part of the contract to be entered for this work.
7. Disputes if any arising between the company and the supplier in connection with this purchase order or any other matters connected herewith that same referred to a sole arbitrator to be appointed by BEML. The arbitration / proceedings shall be in accordance with provisions of Indian Arbitration and conciliation Act 1996 and Rules framed there under. The place of arbitration shall be at Durg. The award of the sole arbitrator shall be final and binding on all the parties.
8. In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Durg (CG) shall only have jurisdiction.

II. Price Bid, Annexure - B: (To be submitted through e-mode on BEML SRM system)The following details are to be uploaded on the system

Bidder should quote for the following:

Item-wise repair cost for Arm Structure of Face Shovel to be indicated in the column given in the line item (Price Bid).

Please enter the prices in item data in the system against each item as specified in **Annexure-B**.

Technical Bid will be opened and after due technical evaluation, Price Bid will be opened only for technically qualified bidders with an intimation to the qualified bidders.

L1 will be arrived based on the lowest landed value. However BEML reserves the right to distribute the order.

NOTE: *Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.*

Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

*In case of any queries on Digital Signature or submission of bid in the system, please contact **BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in.***

Thanking you,
For BEML Limited,

**District Manager,
District Office, Bhilai**

Annexure – “A”

FORMAT FOR PROVIDING INFORMATION PERTAINING TO TECHNICAL BID
PART – A

01)	Name of the Contractor	
02)	Telephone No. – Landline Telephone No. – Mobile Email ID	
03)	Vendor Code No. of Contractor if allotted.	
04)	Annual Turnover of the last 03 years (copy of balance sheet to be attached)	
05)	Experience credentials for heavy fabricated work / reconditioning work with self attested Purchase Orders.	
07)	Banker's name and Address Account Number	
08)	PAN No.	
09)	Goods & Service Tax Registration Number	
10)	SAC Code for scope of work	
11)	Agreeable for Tender Terms and Conditions. (Please provide copy of the tender document duly signed and stamped)	Yes / No

Please fill up above fields and upload supporting documents in C Folder

PART – B

PRICE BID SCHEDULE

Sl. No	Particulars	Qty. to be repaired	Rate for repair cost of one no Arm Structure.
01	Major Repair of Arm structure of BE1000-Excavator (Face Shovel)	01 No.	

NOTE: RATES EXCLUSIVE OF APPLICABLE GST.

Applicable GST % to be mentioned in Price Bid Schedule.

L1 will be arrived based on the lowest landed value of repair cost.

Rate to be quoted in Price Bid schedule only. Offer with rate mentioned in Technical Bid will be rejected.

Annexure I

General Terms & Conditions:

(i) ARBITRATION :

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

For firms other than PSUs: This Tender /agreement shall be governed by and construed in accordance with Laws of India. Any dispute arising out of or in connection with this Tender/agreement shall be amicably settled between the parties failing which the same shall be referred to a sole Arbitrator appointed by the parties on mutual consent. The Arbitration proceedings shall be held at Durg and shall be governed by the provisions of Arbitration and Conciliation Act, 1996 and the Rules framed there under from time to time. Courts at Durg alone shall have jurisdiction in respect of any matter or dispute arising out of this Agreement”.

(ii) FORCE MAJEURE CLAUSE:

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a ‘Force Majeure’ conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make

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alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

(iii) APPLICABLE LAWS AND JURISDICTION OF COURTS:

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

(iv) INTELLECTUAL PROPERTY RIGHTS; LICENSES :

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

(v) BRIBES AND GIFTS

Any bribe, commissions, 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 on 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 Ltd., 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 for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions 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.

(vi) JURISDICTION

Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

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(vii) DRAWINGS AND DOCUMENTS:

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

(viii) NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

(ix) DURING ARBITRATION

"Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

(x) PROGRESS REPORT:

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

(xi) CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

(xii) NON-WAIVER OF DEFAULTS

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted

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to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

(xiii) ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

(xiv) INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

Commitment by the Contractor:

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

**Thanking You,
For BEML LIMITED,**

**District Manager,
District Office, Bhilai**