

## BEML LIMITED

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

Ref. BEML/MS-1/20CuMRS/100/6300029604

Date: 28.09.2019

To:

Dear Sir,

Sub : E-Tender through BEML SRM for rate contract for repair of total 24 nos. adjusting blocks to P/n MP281029 of 20 cum Rope shovel running under MARC at NCL.

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BEML Ltd., a Govt. of India Mini Ratna Public Sector Company under Ministry of Defence is planning to enter into rate contract for repair of 24nos. adjusting blocks to p/no. MP281029 of 20 cum Rope shovel running under MARC at NCL. Firm may download the tender documents and submit the tenders online through BEML SRM System.

Please go through the instruction and submit your single bid in SRM System complete in all respects **before 14.00 Hrs. on 14.10.2019**

Thanking you,

Yours faithfully,

For BEML LIMITED

REGIONAL MANAGER

Encl: Tender Document – 12 pages.



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**TENDER DOCUMENT**

**FOR**

**RATE CONTRACT FOR REPAIR OF 24NOS.  
ADJUSTING BLOCKS TO P/N. MP281029 OF  
20CUM ROPE SHOVEL RUNNING UNDER MARC  
AT NCL.**

**CLOSING DATE & TIME**

**14.10.2019 at 14.00 Hrs.**

**This Tender Document contains 12 Pages**



## **BEML LIMITED**

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

### **Limited Tender Notice**

**Tender in single bid open tender system** are invited from Firms who have previous experience in repair of assemblies and subassemblies of Heavy Earth Moving Machinery.

#### **Description of Work:**

Rate contract for Repair of 24nos. adjusting blocks to p/no. MP281029 of 20 cum Rope shovel running under MARC at NCL.

#### **Scope of Work no. 1 (only bush replacement / pressing):**

1. New bush pressing in to the adjusting block bore supplied by BEML.
2. Both adjusting block and new bush will be provided by BEML (Approximate OD of bush is 290mm).

#### **Scope of Work no. 2 (weld buildup of bore & bush replacement / pressing):**

1. Weld Rebuilding of the worn out bore with E7018 electrode.
2. Machining / boring of rebuilt block bore to finish dimension as per sample (sample will be provided by BEML).
3. Drilling hole for grease point and rectification of grease fitting thread.
4. New bush pressing in to the adjusting block bore supplied by BEML.
5. Both old/worn out adjusting block and new bush will be provided by BEML.

#### **General Terms & Conditions:**

1. Clearly indicate applicable taxes and duties.
2. Firm may depute their representative for better understanding of the job.
3. Firm has to quote for both scope of works individually.
4. Repaired job will be under repair warranty in all respects for 06 months from the date of fitment on the shovel/equipment or 2500 working hours whichever is earlier.
5. Collection and delivery of the adjusting block and new bush from BEML is the responsibility of the firm.

6. Delivery: Within 02 days for scope of work no 1 & 7 days for scope of work no 2 from the date of collection of block from BEML.
7. Payment: 90% payment within 21days from the date of delivery and acceptance of the repaired motor and balance 10% after warranty period

Last date & time for on line submission: **14.10.2019 at 14.00 HRS for online submission of tender documents.**

**EMD & Security Deposit:**

Tenderer is required to submit an amount of Rs.2000/- towards Earnest Money Deposit in the form of Digital transfer in favour of BEML Limited and copy of the same to be submitted along with Technical Bid.

BEML Bank Account details:

Account number: 10773219053

Branch: SBI MORWA

IFSC Code: SBIN0003767

MICR Code: 486002516

As per guidelines of the Government Of India under MSME act, Micro & small enterprises registered under MSME scheme with less than rupees two crores turnover per annum are exempted from payment of EMD. **TO AVAIL THIS FACILITY THE FIRM SHOULD FURNISH COPY OF CURRENT MSME CERTIFICATE AND PREVOIUS YEAR TURNOVER DETAILS.** Without this certificate and not full filling the eligibility norms should deposit the EMD amount.

**Eligibility:**

The tenderer should have previous experience in repair of assemblies and subassemblies of Heavy Earth Moving Machinery.

**Submission of Bid**

Please upload all the technical bid documents in the Notes & Attachments at main header in the system. Please ensure that no price details are mentioned in any of the documents uploaded as part of the Bid.

**Following documents should be uploaded in Notes & Attachments at main header on SRM platform:**

- a) Scanned copy of the entire tender document duly signed by the bidder. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with full signature of the bidder however is permitted.**
- b) Copy of the EMD fee digital transfer transaction slip as indicated in the NIT is to be uploaded along with technical documents (or) current MSME certificate and previous year turnover details certified document for availing exemption on EMD fee as per the guidelines of the Government Of India as mentioned above at EMD, page no.5.**
- c) The bidders shall submit relevant records in proof of complying with eligibility criterion conditions.**
- d) Firm has enclose the copy of bank account details (cancelled cheque), PAN card copy and GST registration.**

**General Terms & Conditions:**

1. Please quote the price details in 'Price Conditions' in the system only against the respective items provided therein.
2. Technical Bids of the bidders will be opened first on the Technical Bid Opening Date/Time. Price Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation
3. The bidder shall accept all the terms and conditions of the tender.
4. Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement. For any further details required, Tender issuing officer of BEML Ltd., may be contacted in person or through telephone nos. 07805-276668 / or email [singrauli@rm.beml.co.in](mailto:singrauli@rm.beml.co.in).
5. BEML reserves the right to assess the capacity and capability of the parties for pre - qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged and the

bid is an effort to be L-1, then the offer is liable to rejected. BEML Ltd decision in this regard shall be final and binding.

6. The bidders are required to enter the price and taxes for all the items listed in the 'Price Conditions' in the SRM System. The price should be quoted for each item after careful study of the actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.
7. The GST shall be excluded from the rates, which will be paid extra at the applicable rate.
8. In the event of furnishing false information / incomplete information, the offer(s) shall be rejected.
9. BEML Ltd. Reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BEML Ltd. Also reserves the right to reject any or all bids without assigning any reasons thereof.
10. BEML Ltd shall not be responsible for any acts and omissions of the staff of bidders and liabilities arising out of the acts and omissions as such will be borne by the bidders.

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

**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) Submission of Tender document, after due date and time are liable for rejection.
- c) Postal transactions for issue of Tender documents or receipt of filled in Tender document shall not be entertained.
- d) Successful tenderers shall have registered with sales tax authorities of the state government.
- e) BEML LIMITED, Singrauli 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.

Digitally Signed:

**Regional Manager  
BEML LIMITED,  
Singrauli**

## **Tender Document**

### **(Techno-commercial – Response to be submitted)**

#### **1.0 Title of Work:**

Rate contract for repair of 24nos. adjusting blocks to p/no. MP281029 of 20 cum Rope shovels.

#### **1.1 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.

#### **1.2 SUB-CONTRACTOR**

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

#### **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/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 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**

2500 hrs of operation on the Machine from the date of fitment after the repair or six months from the date of acceptance of repaired adjusting blocks individually, whichever is earlier.

#### **1.8 PROJECT SITE**

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

## **1.9 EQUIPMENT**

### **20CuM OR 295HD Rope Shovel**

## **2.0 SCOPE OF WORK BY THE FIRM**

**2.1** Rate contract for repair of 24nos. adjusting blocks to p/no. MP281029 of 20 cum Rope shovel **by as detailed scope of works page no 3.**

**2.2 MANPOWER:** Adequate skilled, semi skilled and unskilled man power to execute the project as per time schedule indicated in the contract which include supervisory, non-supervisory, Qualified Electrical staff, Qualified Fitters, helper etc.

### **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) AND FIRST AID BOXES.

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, safe protection of the adjusting blocks and bushes thus taken for repair from theft, damage, vandalism etc., till they are repaired/ inspected and handed over to BEML.

### **2.5 INSURANCE**

It shall be the Contractors 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 MOTORS REPAIR:**

Repaired adjusting block has to be delivered within 02 days for scope of work no1 and 07 days for scope of work no2 after releasing of work order or from the date of receipt of adjusting block and bush from BEML whichever is earlier.

**4.0 SCOPE OF WORK BY BEML:** Worn out/old/damaged adjusting block and bush to press.

### **5.0 Transportation.**

The contractor shall arrange his own arrangement for to and fro movement of the adjusting blocks from BEML Jayant Erection office/Regional Office Stores to Contractors work shop and vice versa.



## **6.0 TERMS AND CONDITIONS:**

### **6.1 TECHNICAL TERMS**

#### **6.1 INSPECTION AND TESTS.**

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 (GUARANTEE PERIOD)**

**The repaired Motor shall give a service life of 2500 working hours on the Machine or six (06) months after delivery whichever is earlier. Any repair of the adjusting block for firm carried job during Guarantee period shall be carried out free of cost.**

#### **6.2.2 Delivery schedule and Penalty:**

Repaired adjusting block has to be delivered within 02 days for scope of work no1 and 07 days for scope of work no2 after releasing of work order or from the date of receipt of adjusting block and bush from BEML whichever is earlier.

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

#### **6.2.3 PAYMENT TERMS AND CONDITION:**

Payment will be made on prorata basis (i.e. repaired adjusting block will be paid)

i) 90% of order value after adjusting the EMD amount, subject to acceptance certificate issued by Project-in-charge (BEML) for having completed the repair work. Specifying all details such as time period specs etc.,

ii) 10% payment after completion of guarantee period of 2500 working hours or six (06) months 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 of the adjusting block strictly adhering to STANDARDS and also as per the advice from time to time by Project in-charge (BEML). Ensure full co-operation for testing of repair procedure.

Return to BEML in safe condition, adjusting block, old worn out/broken bush, all documents like drawings, specifications and any unused old materials (if any) issued by BEML after the repair 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, 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 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 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 CONTRACTORS PERFORMANCE**

The TIME SCHEDULE for REPAIR of adjusting blocks 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 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 or there under without the prior written approval of BEML.

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

### **6.3.8 INDEMNITY**

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

## **7.0 FORCE MAJEURE**

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

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

## **7.1 ARBITRATION CLAUSE**

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

## **REGIONAL MANAGER**

**BEML LIMITED, SINGRAULI**