

BENL LIMITED (A Govt. of India Mini Ratna Company under Ministry of Defence) **REGIONAL OFFICE:** 1-A Industrial Area, Sirgitti Sector-C, BILASPUR - 495 223 (<u>CHHATTISGARH</u>) Phone: 07752 – 252598, 252745

Tender No: MV/E-Tender/BH150E/19-20/6300032005 Date:27.02.2020

TENDER NOTICE

Sub: E- Tender through BEML SRM for Sub contracting work of Unloading, Erection & Commissioning of 7 number BH150E Equipment,

Tender Closing Date & Time: 20.03.2020 @ 15.00 hrs Tender Opening Date & Time: 20.03.2020 @ 16:00 hrs

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence and is having it's Registered Office at "BEML Soudha" No.23/1, IV Main, Sampangirama Nagar, Bangalore - 560 027. BEML LIMITED, Regional office, 1-A Industrial rea, Sirgitti Sector-C,Post :Chakrabhata, Bilaspur, We invites tenders through e-mode in bid system (Technical bid & Price bid) for Erection & commission total 07 number BH150E at Gevra Project of SECL. Firms may download the tender documents and submit the tenders online through BEML SRM System.

Please go through the instruction and submit your bid in SRM System complete in all respects **before 15.00 Hrs. on 20.03.2020. Corrigendum, if any will be posted on BEML website (www.bemlindia.in) only**.

Description of Work: Erection & Commissioning of total 7 numbers BH150E Gevra Project of SECL.

Last date & time for on line submission: 20.03.2020 at 15.00 HRS. for online submission of tender documents.

Tender Fee, EMD & Security Deposit :

Tenderers are required to submit

i) An amount of Rs. 22000/- towards EMD (Earnest Money Deposit) to be

remitted through' net banking to M/s BEML Ltd. A/c standing at 'State Bank of India' Tifra, Bilaspur Branch, Current Account No. '10102785035' (IFS Code 'SBIN0006276' / MICR '495002008'), or in cash to Bank cash counter thru' Pay-in-slip in the said SBI Branch. No other mode of payment will be accepted. Remittance proof to be uploaded in Technical Bid.

ii) an amount of Rs.500/- towards tender fee (non refundable)) to be remitted thru' net banking to M/s BEML Ltd. A/c standing at 'State Bank of India' Tifra, Bilaspur Branch, Current Account No. '10102785035' (IFS Code 'SBIN0006276' / MICR '495002008'), or in cash to Bank cash counter thru' Pay-in-slip in the said SBI Branch. No other mode of payment will be accepted. Remittance proof to be uploaded in Technical Bid.

Eligibility:

Eligibility criteria: Open tender – Vendors having experience of successful completion of similar jobs with minimum annual turnover of 30 Lakhs in any one year in last 3 year or minimum 30 lakhs inclusive of last 3 years . (2017-18, 2018-19, 2019-20) or the minimum annual turnover should be more then Rs.10.00 lakhs in each of the previous three years. Vendors registered with our service HQ for this type of service work will also be eligible for qualification to quote this tender.

Submission of Bid

1. Technical Bid :

Please upload all the technical bid documents in the Notes and 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 collaboration folder 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)** Scanned copy of the tender fee remittance and EMD fee remittance as indicated in the NIT is to be submitted to Bilaspur RO well before closing date and time of tender. Scanned copy to be uploaded in Technical Bid.
- **c)** The bidders shall submit relevant records in proof of complying with qualification criterion conditions.
- **d)** Copy of GST registration certificate
- e) Work Experience details
- **f)** Copy of Pan card
- g) Copy of Proprietary certificate
- h) Copy Latest 3 Financial Years IT returns Filing
- i) PF / ESI Registration Certificate
- j) Labour License (If obtained for other similar work)

SI	Description	Requirement		Remarks
No		Detail	Value Rs lakhs	
1	minimum annual turnover of 30 Lakhs (any of the last 3 financial years 2017- 18, 2018-19, 2019- 20).	certified by practicing CA	30.00	(To be uploaded in Technical Bid)
2	Experience in executing 1 (One) similar types of contracts etc.,	Work order copy for having done similar type of contract to be uploaded in Technical Bid.		work order for having done/ executed similar type of contract. (To be uploaded in Technical Bid)

Check List for Documents to be uploaded in Technical Bid

3	Earnest Money Deposit (EMD) Returnable Tender fee – Non returnable	To be remitted in favour of BEML to it's STATE BANK of INDIA, Tifra Branch Bilaspur	0.22	Rs.22,000/- Payable at Bilaspur, Transaction details of remittance made to be uploaded in Technical Bid Rs 500/- payable at Bilaspur
	returnable	IFS Code ' SBIN0006276 ' / MICR '495002008') Current Account No. ' 10102785035 ,) Either on line or at Bank Cash Counter		Bilaspur Transaction details of remittance made to be uploaded in Technical Bid
5	PF / ESI Registration	upload copy in		To be uploaded in
	Certificate	Technical Bid		Technical Bid by bidder.
6	PAN No. / GST No	upload copy in Technical Bid		To be uploaded in Technical Bid by bidder.
7	Latest 3 Financial Years IT returns Filing	upload copy in Technical Bid		To be uploaded in Technical Bid by bidder.
8	Labour License (if obtained for other similar works)	upload copy in Technical Bid		To be uploaded in Technical Bid by bidder.
9	Tender closing date/time for Receipt of Tech / Commercial BIDS	20.03.2020 at 15:00 hrs Online.		For information.
10	Tender No.	MV/E-Tender/ /BH150E/19-20/		To be super Scribed on top of the covers for

dated	identification	

2. <u>Commercial Bid</u>

1. Please quote the price details in 'Price Conditions' in the system only against the respective items provided.

Note for Bidders:

- 1. Bids of the bidders will be opened first on the opening Date/Time.
- 2. The bidder shall 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 telephone nos. 07752-252598, 252745 or email <u>mv@beml.co.in</u> & <u>mvs@rm.beml.co.in</u>.
- 4. 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.
- 5. The bidders are required to enter the price and taxes for all the items listed in the <u>'Price Condition's</u> 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.
- 6. The GST shall be excluded from the rates, which will be paid extra at the applicable rate.
- 7. In the event of furnishing false information / incomplete information, the

offer(s) shall be rejected.

- 8. 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.
- 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.
- 10.All pages of Tender Document if any shall be signed by the tenderer with seal and upload in technical bid. The decision of Regional Manager, BEML Bilaspur will be final and binding in finalizing the offer.

Signature:

Regional Manager BEML LIMITED, Bilaspur

Tender Document

Tender No: MV/E-Tender/BH150E/19-20/6300032005 Date:27.02.2020

Technical bid

Title of Work: Erection & Commissioning of 07 number BH150E (Electrical Dumper) Equipment at Gevra project of SECL.

Scope of work (Per equipment)

Erection & Commissioning of BH150E equipment involves the following activities

Unloading activities:

- 1. Unloading of equipment Consignment will be received in 07 08 trailers and major aggregates as follows
 - A) Chassis with Engine, Alternator, axle box, hydraulic tank
 - B) Dump Body LH
 - C) Dump Body RH
 - D) Wheel Motors
 - E) Tyres 6 no
 - F) GE electronic cabinet & other GE aggregates, cabin
 - G) Engine hood, RH floor, LH & RH fender, ladder and jigs & fixtures, accessories, other items etc.,
 - H) Diesel Tank and accessories.
- 2. Unloading of body parts and placing on proper stands for body welding activity.

Commissioning activities:

- 1. Positioning of Dump Body in inverted position and aligning
- 2. Aligning of canopy structure with LH & RH Dump body
- 3. Again position Dump Body in normal position
- 4. Assembly of LH & RH wheel motors and torque the bolts
- 5. Assembly of Front & Rear LH & RH tyres and torque the nuts / wheel clamps
- 6. Electric Cable connection and brake line connection for LH & RH wheel motor
- 7. Installation of steering tie rod and installation of front LH & RH steering cylinders.
- 8. Installation of LH & RH spindle structure and torque
- 9. Installation of LH & RH bumper extension and LH & RH front fender structures
- 10. Installation of LH & RH air intake piping and Installation of support brackets

7 | Page

- 11. Installation of ROPS structure.
- 12. Installation of GE Main control cabinet
- 13. Installation of RH floor and GE-retarder module
- 14. Installation of air intake for blower motor and welding of support brackets
- 15. Installation of cabin and electrical accessories interfacing
- 16. Installation of front hood structure
- 17. Installation of ladder structure and hand rails
- 18. Electric cable routing and clamping of wheel motor cables to central cabinet, retarder cables, alternator cables and OEM harness routing and interfacing.
- 19. Installation of fuel tank structure
- 20. Welding of support brackets, Brake line routing & clamping and interfacing with cabin and manifold
- 21. Nitrogen Cyl. for Accumulator, front & rear suspension charging
- 22. Installation of centre deck, auto greasing and installation of auto FPS
- 23. Installation of front mud guard structure and mud flaps
- 24. Equipment starting and functional checking
- 25. Body mounting
- 26. Installation of LH & RH Hoist cylinder
- 27. Exhaust manifold setting and welding
- 28. Painting of welded parts of body structure / Dump body & touch up painting for before trial testing. (Painting involves surface cleaning, Primer paint & finish paint)
- 29. One coat Complete equipment painting (as per BEML standard) after trial testing and before handing over the equipment to customer

Note: Only major works has been notified above. The firm has to carry out complete commissioning activities, including rework of damaged item during transit if any, starting of equipment and to attend problems during initial trails of the equipment.

Infrastructure to be provided to carry out commissioning activities by the firm

- 1. Lifting accessories D-Shackles, slings, Nylon ropes etc for unloading, loading & Assy (5 Ton – 100 Ton Capacity)
- 2. Welding machine & Gas cutting facilities with accessories, consumables as required time to time.

(Oxygen cyl – 30 no's per equipment approx, Acetylene / LPG commercial) Cyl. – 5 per equipment approx)

- 3. Basic working tools & tackles for commissioning activities
- 4. Torque multiplier for torquing 50 Kgm to 210 Kgm
- 5. Grinding motor with accessories as and when required.

- 6. Painting materials for painting, Brush, Paint, Primer & Thinner will be provided by us.
- 7. Painting accessories like Painting gun, paint brush and air compressor will hoses will be provided by contractor.
- 8. Air compressor along with required all accessories for torquing.
- 9. Suitable jacks / material handling equipment to speed up erection as per schedule accessories for lifting loading.
- 10. If any other than specified tools if required to be provided by contractor.
- 11. Cranes and Tyre Handlers will be organized from M/s SECL.

MANPOWER: Equipment BH150E is weighing 104 ton approximately and items to be assembled are heavy components, weight varying 5 to 40 ton. Consignment is expected in 7 -8 trailers and may be in different days. Manpower deployed should be able to handle heavy jobs. Manpower should comprise minimum 01 highly skilled who can guide aligning heavy parts and giving directions to crane and others and minimum 02 skilled who can deliver aligning and mounting heavy parts as said above. Contractor should ensure sufficient man power to complete job within 30 days after receipt of last consignment. The contractor shall deploy the manpower to carry out the complete work in one / two shifts as required. They shall not be under age 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. After completion of erection and commissioning work , for 01 week or minimum 50 hours of operation in each shift 01 skilled, 02 unskilled to be provided for maintenance ,inspection ,checking and break down.

TERMS AND CONDITIONS

- 1. Meaning of terms used in this NIT :
 - **1.1 CONTRACTOR**

Shall mean the Firm 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 LIMITED** AND **CONTRACTOR/FIRM** made from time to time.

2. GUARANTEE PERIOD

Fitment guarantee for a period of 6 months or 1000 hrs which ever occurs earlier

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 and 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 VTC. Contractor should ensure necessary gate passes for his work men.

4. SECURITY

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

5. INSURANCE OF PERSONNEL ENGAGES BY CONTRACTOR:

- 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. In all cases of exigencies, such as the workers falling sick, accident during the course of work, the contractor shall bear all expenses on his own account and the company shall have no liability in that behalf. Any injury to workmen during the course of work will be totally firm's responsibility and BEML will have no responsibility whatsoever in this regard
- In all cases of exigencies, such as the workers falling sick, accident during the course of work, the contractor shall bear all expenses on his own account and the company shall have no liability in that behalf. Any injury to workmen during the course of work will be totally firms responsibility and BEML will have no responsibility whatsoever in this regard.

6. SCHEDULE/ TIME PERIOD FOR ERECTION & COMMISSIONING :

a) Unloading of consignment : Within a day or two after reaching of individual

trailer. Consignment will arrive in 07 ~ 08 trailers / Consignments for each equipment.

- b) Equipment to be commissioned within the 30 days from the date of start of Erection activity or from the date of last consignment receipt at site/ Project.
- 7. L.D. CLAUSE: Equipment to be commissioned within 30 days from the date of start of Erection activity or the date of last consignment receipt at site/ Project. For every week of delay on contractor account, over and above the allowed as in above, a penalty of 0.5% of the ordered value shall be levied, subject to the maximum of 5% of the <u>value of the contract.</u>
- 8. CRANE & Dozers : SECL shall arrange crane & Dozers to lift / move and position the equipment for commissioning work and during commissioning work.

9. OTHER TERMS AND CONDITIONS:

- 1. The job has to be done in such a manner that, there is no injury/damage caused to the persons working and no damage should occur to the parts while commissioning of the machines.
- 2. Highly skilled / skiled / semi skilled / un skilled Labour required for the job to be done, are to be provided by you. Any injury to workmen during the course of work will be totally your responsibility and BEML will have no responsibility whatsoever in this regard
- 3. Crane will be provided by M/s SECL for carrying out the erection & commissioning work on the equipment depending on availability.
- 4. BEML will provide Service Engineer for providing necessary guidance to your persons/ supervisor.
- 5. You are required to observe and follow the safety regulation applicable at site during the above work. The firm has to arrange **VTC** for the personnel

working on site as per the DGMS guide lines. The **list of manpower** to be deployed have to be **submitted to projects in advance at least 15 days** for VTC and gate pass. Any delay may affect commissioning.

6. You should ensure necessary gate passes for the work men as per mines norms.

10. Delivery schedule and Penalty:

Equipment to be commissioned within the 30 days from the date of start of Erection activity or from the date of last consignment receipt at site/ Project. For every week of delay on contractor account, 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 value of the contract.

11. PAYMENT TERMS AND CONDITION:

Payment for Erection & Commissioning

Payment will be made against invoice / billing from your side on completion of Erection & Commissioning of individual equipment as detailed below :

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

ii) **10%** payment after completion of 6 months after commissioning or 1000 hrs of operation whichever occurs earlier.

12. COMPLIANCE OF PREVAILING STATE RULES : 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 manpower and other infrastructure as required.

13. 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.

14. 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.

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 14 | P a g e indemnify BEML during the period 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.

15.Determination of lowest bidder (L-1)

Lowest bidder shall be determined on total **Erection & Commissioning** Charges quoted by the bidder for all 7 equipments.

Bidder who quoted for partial quantity of Erection & Commissioning work of equipment will summarily be rejected for this tender.

16. Evaluation of Bids

Technical bid will be opened on payment towards EMD and Tender fee, then the technical evaluation of those bids will be carried out and Price bids of such agencies / firms whose technical bids are qualified as per tender terms, will be opened for further processing. The date and time of opening of Price Bids shall be informed to the technically qualified Bidders.

17. 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.

18. DELAYS IN THE CONTRACTORS PERFORMANCE

The TIME SCHEDULE for commissioning as stipulated in this contract 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 **10**.

19. ASSIGNMENT SUB-LETTING AND SUB-CONTRACTING

The contractor shall not assign the contact 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.

20. 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.

21. 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.

22. Fore-Closure of Contract: If at any time after acceptance of the tender/contract BEML decide to abandon or reduce the scope of work for any reason whatsoever, Regional Manager, RO, Bilaspur shall give notice in writing to that effect to the Contractor. The compensation if any payable for such foreclosure of work will be discussed mutually between BEML and the contractor and settled after taking into consideration the loss suffered by the Contractor on account of foreclosure of the contract. The Contractors shall have no claim to any payment of compensation or otherwise, whatsoever, on account of any profit or advantage which he might have derived consequent on foreclosure of the whole or part of the works.

23. 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.

REGIONAL MANAGER BEML, BILASPUR

THIS FORMATE IS FOR ONLY FOR UNDERSTANDING PURPOSE

THE PRICE TO BE FED IN THE PRICE BID IN SRM PLATFORM ONLY

Tender No: MV/E-Tender/BH150E/19-20/6300032005 Date:27.02.2020

SUB : E-Tender through BEML SRM for Sub contracting work of Erection & Commissioning of 7 numbers BH150E Dumpers,

Price Bid for Part –A

The basic unit rate is to be offered for 1 equipment in the SRM price bid format . Rate $\,$ is not to indicated any were $\,$ other then online SRM price bid format.

SI. No	Description of Work	Basic unit rate/ Equipment Erection & Commissioning Charges
1	Erection & Commissioning Charges for BH150E Dumpers at Gevra project of SECL.	Rs.xxxxxxxx (Lump Sum amount only to be quoted) other than GST & Taxes
	CGST @	XXXXXXXXXX (%)
	SGST @	XXXXXXXXXX (%)
	IGST@	XXXXXXXXXX (%)

Note: The GST & Other taxes if any will be extra as applicable, Please indicate applicable GST & other applicable taxes details separately.

Breakup of quoted price needs to be uploaded viz. Manpower cost, Tools & Tackels cost, Transport cost of man & materials, service charges and any other cost involved to execute the contract.

(END OF TENDER DOCUMENT)