



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/100/6300032927

Date: 09.06.2020

To:

Dear Sir,

Sub: E-Tender through BEML SRM for carry out tar felting on roof joints of 2nos. 20Cu.M Rope Shovels S/n 401&403 at NCL Jayant & Dudhichua Projects.

BEML Ltd., a Govt. of India Mini Ratna Public Sector Company under Ministry of Defence is planning to carry out tar felting on roof joints of 2nos. 20cu.m rope shovels S/n 401&403 at NCL jayant & dudhichua projects.. 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 07.07.2020**

Thanking you,

Yours faithfully,

For BEML LIMITED

REGIONAL MANAGER

Encl: Tender Document – 11 pages.



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TENDER DOCUMENT

FOR

**TAR FELTING ON ROOF JOINTS OF 2NOS. 20CU.M
ROPE SHOVELS S/N 401&403 AT NCL JAYANT &
DUDHICHUA PROJECTS.**

CLOSING DATE & TIME

07.07.2020 at 14.00 Hrs.

This Tender Document contains 11 Pages

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Limited Tender Notice

Tender in single bid system are invited from Firms who have previous experience in tar felting on roofs of Heavy Earth Moving Machinery.

Description of Work:

TAR FELTING ON ROOF JOINTS OF 2NOS. 20CU.M ROPE SHOVELS S/N 401&403 AT NCL JAYANT & DUDHICHUA PROJECTS.

Scope of Work :

1. Complete removal of old tar felt and cleaning on roof of the shovels.
2. Application of bitumen, tar felt layer and again bitumen.
3. Tar felting on Drive motors Junction Box.
4. After successful completion of the tar felting on roof water test has to be completed.

General Scope of Work:

1. Firm should arrange all necessary requisites like tools, fixtures, heating facility, cleaning agents, etc., for the work to be carried out.
2. To & fro movement of the men and material is in the scope of the contractor.
3. Safety of the men and material engaged by the contractor is the responsibility of the contractor.
4. Oxy-Acetylene heating plant only will be allowed into the mines as per DGMS guidelines, LPG (domestic/commercial) cylinders will not be allowed.
5. Work to be completed within 03 days upon release of each shovel and shovel will be released in staggered manner.
6. 90% payment with taxes and duties will be arranged up on successful completion of work on pro-rata basis duly certified by the authorized signatory of BEML. Balance 10% after a warranty period of Six months.
7. Firm should extend a warranty of six months from the date of completion of the job.
8. BEML reserves the right of cancelling the tender at any stage without assigning any reason whatsoever.
9. Clearly indicate applicable taxes and duties.
10. Firm has to quote per machine basis only.

Last date & time for online submission: 07.07.2020 at 14.00 HRS for online submission of tender documents.

EMD & Security Deposit:

The tenderer is required to submit an amount of Rs.1000/- towards Earnest Money Deposit in the form of Digital transfer in favor 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.** Without this certificate and not full filling the eligibility norms should deposit the EMD amount.

Eligibility:

The tenderer should have previous experience in tar felting on roofs of Heavy Earth Moving Machinery .

Submission of Bid

Please upload all the technical bid documents in the Notes & Attachments at the 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 the 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 for availing exemption on EMD fee as per the guidelines of the Government Of India as mentioned above at EMD.**
- c) The bidders shall submit relevant records in proof of complying with eligibility criterion conditions.**
- d) Firm has to enclose a copy of bank account details (canceled 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, the Tender issuing officer of BEML Ltd. may be contacted in person or through telephone nos. 07805-276668 / or email 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 be 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, the contractor should not express any difficulties in the 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 the 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 the sales tax authorities of the state government.
- e) BEML LIMITED, Singrauli may refuse the 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:

Tar felting on roof joints of 2nos. 20cu.m rope shovels S/n 401&403 at ncl jayant & dudhichua projects.

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

Six months from the date of completion of the job on machine for individual shovel.

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 Tar felting on roof joints of 2nos. 20cu.m rope shovels S/n 401&403 at ncl jayant & dudhichua projects

by as detailed scope of work.

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 and safe protection of the men and material deployed by the contractor.

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 tarfelting job on roof joints:

Work to be completed with in 03 days upon release of each shovel and shovel will be released in staggered manner.

4.0 SCOPE OF WORK BY BEML: Electrical power (120VAC/415VAC) only.

5.0 Transportation.

The contractor shall arrange his own arrangement for to and fro movement of the men and material from shovel 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)

Six months from the date of completion of the job on machine for individual shovel.

Any repair for tarfelting job during Guarantee period shall be carried out at free of cost.

6.2.2 Delivery schedule and Penalty:

Work to be completed within 03 days upon release of each shovel and shovel will be released in staggered manner.

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 prorated basis

- 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 six months.

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

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 the tarfelting 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