



BEML LIMITED

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

Bid Invitation No: 6300034561

Date: 13.10.2020

To

Dear Sir,

Sub: Open E-Tender in two bid system through BEML SRM for Repair of Damaged Back wall and Counter weight structure of 182M AC Rope Shovel S/n 302 under MARC at M/s NCL, Nigahi.

BEML Ltd., a Govt. of India Mini Ratna Public Sector Company under Ministry of Defense is planning for repair of damaged back wall and counter weight structure of 182M AC Rope Shovel S/n 302 under MARC at NCL, Nigahi. Firms may download the tender documents and submit the tenders online through BEML SRM platform.

Please go through the instructions and submit your bid in SRM two bid system complete in all respects (technically & commercially) **before 14.00 Hrs. on 21.10.2020.**

Thanking you,

Yours faithfully,

For BEML LIMITED

REGIONAL MANAGER

Encl: Tender Document – 11 pages.



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TENDER DOCUMENT

FOR

**REPAIR OF DAMAGED BACK WALL AND COUNTER
WEIGHT STRUCTURE OF 182MAC ROPE SHOVEL S/N 302
AT NCL, NIGAHI.**

CLOSING DATE & TIME

21.10.2020 at 14.00 Hrs.

This Tender Document contains 11 Pages

BEML LIMITED



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

Open Tender Notice

Tenders in Two bid system are invited from Firms having previous experience in carrying out STRUCTURAL WELD REPAIR JOBS of HEMMs.

Description of Work

Repair of Damaged Back wall and Counter weight structure of 182M AC Rope Shovel S/n 302 under MARC at NCL, Nigahi.

Scope of Work:

1. Firm has to depute their competent representative to the subject shovel for technical evaluation and finalization of scope of work before preparation / submission of quote.
2. Removal of damaged Rear wall panels from the shovel.
3. Removal of rear bent columns of wall, straightening and re fitment to the shovel. (Necessary temporary supports to be placed before the removal of bent column).
4. Repairing of dented & damaged Rear wall panels and weld strengthening using suitable support such as angles & channels.
5. Fitment of wall panels to columns with suitable fasteners.
6. Repairing of dents & removal of holes in counter weight structure through welding suitable thickness plates.
7. Painting of repaired wall panels.
8. Fitment of plates of suitable size & thickness for protection of cable tray under rotate frame.

Note:

1. Arrangement of welding machine, welding/gouging electrodes, gas cutting torch set with Oxy- DA cylinders, Paint kit, plates, angles, channels, fasteners of suitable size and standard quality and tools & tackles etc ., is in the scope of the Firm / Repairer.
2. To and fro transportation of men and material is in the scope of the Firm / Repairer.

Payment terms and conditions:

1. **Delivery:** The repair job has to be completed within seven (07) days from the date of release of Shovel.
2. **Payment:** 90% payment within 21days from the date of submission of bill (duly acknowledged by BEML Representative for satisfactory completion of repair job) and balance 10% after warranty period.
3. **Warranty:** The repaired job will be under warranty in all respects for Twelve (12) months from the date of completion of work on the shovel OR 5000 working hours whichever occurs earlier.

NIT Price conditions:

1. Firm has to quote price in the PRICE CONDITION tab at the time of submission on SRM platform.
2. Clearly indicate applicable taxes and duties.

Last date & time for on line submission: **21.10.2020 at 14.00 Hours for online submission of tender documents.**

EMD & Security Deposit:

Tenderers are required to submit an amount of Rs.3,000/- (Rupees three thousand only) towards Earnest Money Deposit in the form of Online transaction/Demand Draft in favour of BEML Limited payable at Singrauli along with Technical Bid.

BEML Ltd. 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 (for service related activity).**

Without this certificate and not full filling the eligibility norms should deposit the EMD amount.

Eligibility:

The tenderers having previous experience in carrying out STRUCTURAL WELD REPAIR jobs of HEMMs.

Submission of Bid

Please upload all the technical bid documents in the RFx Information —————> Notes and Attachments at Sub header in the system. Please ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

Following Scanned documents should be uploaded in C- folder at Notes and Attachments on SRM platform:

- a) Complete 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) EMD: Online transaction slip.**
In case of Demand Draft, Original DD as indicated in the NIT is to be submitted to Singrauli RO well before the closing date & time of tender and scanned copy to be uploaded.
- c) MSME certificate (service related activity) for EMD exemption.**

- d) The bidders shall submit relevant records in proof of complying with eligibility criterion conditions.**
- e) Latest experience certificate related to repair job (preferably in the last FIVE (05) years).**
- f) Bank account details (cancelled cheque) and latest Bank balance statement.**
- g) PAN card, GST registration & latest GSTR-3B.**
- h) Last three (03) years Audited balance sheets, Profit loss Account and Income Tax (IT) Returns.**

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.
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 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.

Signature:

**Regional Manager
BEML LIMITED,
Singrauli**

Tender Document

(Techno-commercial – Response to be submitted)

1.0 Title of Work:

Repair of Damaged Back wall and Counter weight structure of 182M AC Rope Shovel S/n 302 under MARC at NCL, Nigahi.

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 authorized 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 work.

1.6 WORKMEN

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

1.7 GUARANTEE PERIOD

The Repaired job will be under warranty in all respects for 12 months from the date of completion of work on the shovel OR 5000 working hours whichever is earlier.

1.8 PROJECT SITE

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

1.9 EQUIPMENT

10CuM OR 182MAC Rope Shovel s/n 302.

2.0 SCOPE OF WORK BY THE FIRM

Repair of Damaged Back wall and Counter weight structure of 182M AC Rope Shovel S/n 302 under MARC at NCL, Nigahi as per 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 handle and safe protection of the items concerned 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 REPAIR:

The repair job has to be completed within SEVEN (07) days from the date of release of the Shovel.

4.0 SCOPE OF WORK BY BEML: Arrangement of Crane from NCL as and when required for the repair job.

5.0 Transportation.

The contractor has to make his own arrangement for to and fro movement of the man power and material from Contractors work shop to the place of work and vice versa.

6.0 TERMS AND CONDITIONS:

6.1 TECHNICAL TERMS

6.1 INSPECTION

- (1) The inspection for acceptance of the repair work will be:
 - a) Carrying out repair job as per the required scope of work.
- (2) 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 repair job shall be under warranty for a period of TWELVE (12) months of 5000 working hours from the date of completion of repair work on the Shovel.

6.2.2 Delivery schedule and Penalty:

The repair job has to be completed within **SEVEN (07) days** from the date of releasing of the Shovel.

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

6.2.3 PAYMENT TERMS AND CONDITION:

Payment terms are as follows:

- 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 5000 working hours or Twelve (12) months from the date of completion of repair job on the Shovel whichever is earlier .

6.3 GENERAL TERMS

6.3.1 On receipt of the contract/work order, the contractor shall register as per WORKS CONTRACT ACT or any other prevailing rules in that state, with the concerned state government to comply with the labour laws and rules, mobilize required man power (Supervisory and Non – Supervisory) and other infrastructure as required.

6.3.2 The contractor shall carry out repair job strictly adhering to STANDARDS and also as per the advice from time to time by Project in-charge (BEML). Ensure safe handling of sub-assemblies while carrying out the repair job.

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 JOB as stipulated in this contract Clause Number and amendment thereof shall be the ESSENCE OF THE CONTRACT.

Except as provided under force majeure clause a delay by the 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 contractor's personnel and third parties in respect of any injuries accidents or any other claim in the form of compensation.

7.0 FORCE MAJEURE

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

“Force Majeure” means an event beyond the control of the Contractor, such as Floods, wars or revolutions, epidemics, strikes (caused by other than 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

SINGRAULI