

## 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/101/

Date: 16.09.22

To:

Dear Sir,

Sub: E-Tender through BEML SRM for fabrication and Supply of trip rope pulley, bolt, nut, washer, support plate and bracket as per drawing attached ( in 03 kits) for use on 20 cum rope shovel.

BEML Ltd., a Govt. of India Mini Ratna Public Sector Company under the Ministry of Defence is planning for fabrication and Supply of trip rope pulley, bolt, nut, washer, support plate and bracket as per drawing attached ( in 03 kits) for use on 20 cum rope shovel ( Items are of dipper trip pulley system)

Please go through the instruction and submit your single bid in SRM System complete in all respects **before 14.00 Hrs. on 16.09.22**

Thanking you,

Yours faithfully,

For BEML LIMITED

REGIONAL MANAGER

Encl: Tender Document – 09 pages.



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# **TENDER DOCUMENT**

## **FOR**

**Fabrication and Supply of trip rope pulley, bolt, nut, washer, support plate and bracket as per drawing attached ( in 03 kits) for use on 20 cum rope shovel.**

### **CLOSING DATE & TIME**

**16.09.2022 at 14.00 Hrs.**

.

**This Tender Document contains 09 Pages**

## BEML LIMITED

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

### Limited Tender Notice

**Tender is in a single bid system**, is invited from fabricators for fabrication and Supply of trip rope pulley, bolt, nut, washer, support plate and bracket as per drawing attached for use on 20 cum rope shovel. Firms having workshop facilities and having previous experience in carrying out machining / fabrication works on HEMM aggregates are eligible to participate.

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

Supply of 03 kits consisting of following items of trip pulley assy.

#### **Scope of Supply:**

I. Types of spares to supply as follows:

SL. NO.	Scope of Work	DESCPTION	QTY REQUIRED
1	Fabrication of pulley	As per drawing attached.	06 NO
2	Fabrication of bolt		06 NO
3	Fabrication of Nut		06 no
4	Fabrication of pulley support plate		06 no
5	Fabrication of pulley assy support angle		06 no

**Note : This is a service job and the items are based on 03 kits**

**II. Supplier has to quote the rate per kit. GST % to be quoted seperately.**

III. Items to be delivered at our Jayant Project site.

IV. The quoted rates should be inclusive of packing & forwarding charges including logistics & transit insurance.

V. The supplied items not meeting the specifications (size, grade or quality) will be summarily rejected. Firm will have to replace the same on no additional cost to BEML.

VI. Payment will be made on prorata basis.

VII. 100% payment to the extent of stores supplied will be made within 30 days after receipt & inspection of materials at our stores.

Last date & time for on line submission: **16.09.2022 at 14.00 HRS. for online submission of tender documents.**

### **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) 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](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 the process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. The 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. It 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:**

**Fabrication and Supply of trip rope pulley, bolt, nut, washer, support plate and bracket as per drawing attached ( in 03 kits) for use on 20 cum rope shovel.**

### **1.1 CONTRACTOR**

Shall mean the Firm/ supplier 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.**

This 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**

This means the written agreement between BEML AND CONTRACTOR/FIRM/REPAIRER made from time to time.

### **1.5 TENDER VALUE**

This means the mutually agreed price between BEML and the Contractor for the supply of items as per the Scope of work.

### **1.6 WORKMEN**

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

### **1.7 WARRANTY PERIOD**

06 months from the date of supply or 2500 hrs whichever 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**

**20Cu.M OR 295HD Rope Shovel**

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

**2.1 Fabrication and Supply of trip rope pulley, bolt, nut, washer, support plate and bracket as per drawing attached ( in 03 kits) for use on 20 cum rope shovel.**

## **2.2 SECURITY**

It shall be the responsibility of the Contractor to safeguard, safe handling and safe protection of the material till it is deposited at our Singrauli Regional Office Stores.

## **3.0 SCHEDULE/ TIME PERIOD FOR SUPPLY OF SPARES AS PER SCOPE OF WORK:**

Spares to be delivered within 03 weeks from the date of receipt of the Work Order from BEML.

## **4.0 SCOPE OF WORK BY BEML: NIL.**

## **5.0 Transportation.**

The contractor shall arrange his own arrangement to deposit the material at BEML JAYANT SITE.

## **6.0 TERMS AND CONDITIONS:**

### **6.1 COMMERCIAL TERMS**

#### **6.1.1 PERFORMANCE WARRANTY (WARRANTY PERIOD)**

06 months from the date of supply or 2500 hrs whichever earlier. Any defects/premature failures during the warranty period shall be carried out by supplier at free of cost.

#### **6.2.1 Delivery schedule and Penalty:**

The tendered items have to be delivered within 03 weeks from the date of receipt of Work order from BEML.

For every week of delay, over and above the allowed as 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 WO value

#### **6.2.2 PAYMENT TERMS AND CONDITION:**

Payment will be made on prorated basis (i.e. to the extent of supplied)

100% payment to the extent of stores supplied will be made within 30 days after receipt & inspection of materials at our stores.



## **6.3 GENERAL TERMS**

### **6.3.1 CONFIDENTIAL CLAUSE.**

The contractor shall use all technical information, drawings and other advice/ information provided by BEML only for the execution of this contract. The contractor shall not pass on any data, material or information or drawings to other agencies or use for any other purpose.

### **6.3.2 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.

### **6.3.3 DELAYS IN THE CONTRACTORS PERFORMANCE**

The TIME SCHEDULE for supply of spares 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 6.2.1.

### **6.3.4 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 thereunder 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 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.

### **6.3.5 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 the 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**