



BEML LIMITED

**Regional Office, PB No.05,
Jingurdha Colliery,
Singrauli, Dist. Singrauli- (MP) 486889
Phone: 07805-272668, Fax: 07805-272282, GSTIN: 23AAACB8433D1Z6**

Quotations are invited in e-mode for Work Contract of Technical Up-gradation of 05 numbers of BD355 Bulldozers at BEML Service Centre, Singrauli

BEML Ltd., a Govt. of India Mini Ratna Public Sector Company under Ministry of Defence We intend to Major Technical Up-gradation of 05 numbers BD355 Dozer at BEML Service Centre, Singrauli. Firms may download the tender documents and submit the tenders online through **SRM portal**.

Please go through the instruction and submit your bid in SRM Portal complete in all respects. Website: www.bemlindia.in .

Interested bidders can first register themselves on website of GeM portal [https:// www.bemlindia.in](https://www.bemlindia.in) to obtain the username & password for submitting the bids.

Any queries related to submission of quotation may please be communicated through SRM Portal only.

Thanking you,

Yours faithfully,

For BEML LIMITED

V. Kumar
25/02/2023

[Signature]
REGIONAL MANAGER

Encl: Tender Document – 17 pages.



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BID No

FOR

**Work contract for Major Technical Up-gradation of 05 numbers of
BD355 Dozer at BEML Service Centre, Singrauli**

This Tender Document contains 17 Pages

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Open E- Tender Notice

Tenders are invited in **TWO BID SYSTEMS** from Firms who have previous experience in Technical up-gradation of the earth moving equipments for **work contract of Major Technical Up-gradation of 05 numbers of BD355 Dozer at BEML Service Centre, Singrauli**

Description of Work contract:

Major Technical Up-gradation of 05 numbers of BD355 Dozer at BEML Service Centre, Singrauli

The main scope of work includes

- a) Equipment unloading, cleaning & positioning at work place.
- b) Dismounting of assemblies / sub-assemblies / components from the machine.
- c) Maintenance of Engine assembly, Transmission assembly, Undercarriage assembly etc. as required.
- d) Assembly / Fitting back of Components/sub- assemblies/assemblies in equipment.
- e) Testing of Equipment.
- f) Painting of equipment.
- g) Loading of upgraded dozer on trailer for CUSTOMER site.

All arrangements to be carried out done by the firm at service centre, BEML.

Details of Scope of work:

PART A: Removal of Components / Sub-assembly / assemblies

- 1) Removal of Cabin Assembly with AC & floor frame.

- 2) Removal of all Pumps, hoses, tubes, Hydraulic tank with return Filter, Hydraulic Joystick, Gear Shift Tower.
- 3) Removal of Brake system & steering clutch assy.
- 4) Removal of A frame and cross bar & complete wire harness
- 5) Removal of fuel tank & cleaning.
- 6) All Other activities which arises and are necessary during up- gradation.

PART B: Assembly / Fitting of Component in equipment

Following Fitment activities to be carried out

- 1) Integrated ROPS Cabin-Floor Frame Kit with AC.
- 2) BEML make 1 lcc Pilot Pump.
- 3) Hydraulic Suction Kit.
- 4) Fleet Guard Strainer Kit.
- 5) Brake Control Kit.
- 6) Modified Pilot Filter Kit.
- 7) Modified manifold block with Blade Lowering Kit.
- 8) Hydraulic Tank with dual return Filter.
- 9) Gear Shift Tower Kit.
- 10) Hydraulic oil cooler kit.
- 11) Common hose kit.
- 12) Additional hose kit –BD355 A & T version.
- 13) Hydraulic oil cooler piping kit, Hydraulic Joystick.
- 14) Replacement of A frame and cross bar.
- 15) Complete Wire harness & Murphy display kit.
- 16) Engine & T/M to be replaced if required during up-gradation.
- 17) Fitment of fuel tank and related parts.
- 18) Repairing & fitment of Hydraulic lift cylinder.
- 19) Repairing and fitment of steering clutch assy.
- 20) Removal of track adjuster, servicing and filling of grease in track adjuster.
- 21) Replacement of lubricants, filters, grease as required.
- 22) Other activities which arises and are necessary during up gradation.
- 23) Required cutting electrode and welding electrode to be provided by firm.

PART C: Testing of Equipment

- a) Starting of Equipment and necessary checking in all respect to be carried out for proper gear shifting, function of hydraulic system & electrical accessories as

well as oil leakages, at M/s BEML Service Centre, in presence of M/s BEML & CUSTOMER representative.

- b) Also after receipt of equipment at CUSTOMER project site, the equipment should be tested in all respect in presence of M/s BEML & M/s CUSTOMER representatives and attend problems , during commissioning of equipment at M/s CUSTOMER project site.

PART D: Painting of Equipment

The firm has to carry out complete painting of equipment within 02 days after final testing of equipment. Required paints (Golden yellow) and painting accessories have to be provided by firm.

PART E: Loading of upgraded dozer on trailer for CUSTOMER site.

The firm has to load the upgraded Dozer on trailer for delivering the same to CUSTOMER site.

Note: Only major items have been indicated in the above list. However the Firm has to execute Major Technical Up-gradation of equipment as a turnkey basis.

Infrastructure required for carrying out commissioning activities by the firm

1. ARC Welding machine
2. Cutting and welding electrode
3. Tools & tackles for commissioning activities
4. Cutting torch, oxygen & DA cylinders
5. Grinding motor with accessories
6. Painting accessories
7. Torque multipliers and torque wrenches for torque of bolts

Work Order: -

- 1) Work order will be placed for Major Technical Up-gradation on the successful bidder (Firm) per equipment wise.
- 2) Work order will be placed upon receipt of confirm work order from CUSTOMER for up-gradation of equipment on M/s BEML Ltd, Singrauli

Validity: 180 days from the date of opening of commercial bid

Estimated Value of work contract: Total Estimated value for work contract is Rs.3,45,340.00 (Exclusive of GST).

Eligibility:

- 1) The firms should have experience of Erection & Commissioning/ overhauling/ up-gradation / Maintenance of HEMM equipments during last 7 year ending last day of month previous to the one in which application are invited should be either of following:-
 - a. Three similar completed works costing not less than the amount equal to 40% of estimated bid value.

Or
 - b. Two similar completed works costing not less than the amount equal to 50% of estimated bid value.

Or
 - c. One similar completed works costing not less than the amount equal to 80% of estimated bid value

Submission of Bid: Please upload all the technical bid documents on SRM Portal.

Please ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

Following documents should be uploaded in GeM Portal:

- 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 DD for EMD fee i.e ₹ 6908.00 (@2% of Total contract Value) as indicated in the NIT
- c) The bidders shall submit relevant records in proof of complying with qualification criterion conditions.
- d) Copy of GST registration certificate
- e) Declaration for declaring that none of the relatives of the tenderer is employee of BEML Ltd. and no sister concern of the tenderer is participating in the same tender.

- f) Copy of Pan Card.
- g) Copy of Proprietorship certificate
- h) Audited balance sheet & IT return of the previous 03 years.
- i) Previous year turnover of the firm.
- j) Latest bank statement of the firm.

Note for bidders:

1. **Bidders should upload all technical documents in SRM Portal only**
2. **Please quote the price details in SRM Portal only against the respective items provided therein.**
3. Bids will be opened on the opening Date/Time as indicated.
4. The bidder shall accept all the terms and conditions of the tender.
5. 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 or email.,
 - Following are Contact details who can be contacted for tender enquiry.
 1. Mr. Abhijit Ghosh (Senior Manager) Service Deptt./Service Center- +919864257611
E-mail: rm.msc@beml.co.in
6. 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.
7. The bidders are required to enter the price exclusive of GST. The price should be quoted 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.
8. The GST shall be excluded from the rates, which will be paid extra at the applicable rate.
9. In the event of furnishing false information / incomplete information, the offer(s) shall be rejected.
10. 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.

11. 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.
12. 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.
13. The firm may have to carry out the up-gradation work in two or three equipment simultaneously at a time in M/s BEML Service Centre.

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) Successful tenderers shall have registered with GST authorities.
- d) M/s 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)

Major Technical Up-gradation of 05 numbers of BD355 Dozer at BEML Service Centre, Singrauli

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 **Firm**, subject to the prior consent given by M/s 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 Firm by M/s BEML.

1.4 CONTRACT

Means written agreement between M/s BEML LIMITED and CONTRACTOR / FIRM made from time to time.

1.5 VALUE

Means the mutually agreed price between M/s BEML LTD. & the Firm for the repair work as per the Scope of work mentioned in NIT.

1.6 WORKMEN

Personnel engaged by Firm for execution of the Contract, Welders, Fitters, Electricians, Supervisory & the administrative staff and / or any other person(s) deployed by that firm for execution of this contract.

1.7 GUARANTEE PERIOD

Fitments guarantee for proper workmanship for a period of 6 months or 2000 hrs whichever occurs earlier from the date of commissioning of equipment at project site of CUSTOMER.

1.8 PROJECT SITE:

- a) Means the place and land in Regional Office, Singrauli where Major Technical Up-gradation of the Dozers is to be carried out i.e. at **BEML Service Centre, Singrauli.**
- b) Means the place where the equipment will be commissioned after Major Technical Up-gradation i.e. M/s CUSTOMER project site

1.9 EQUIPMENT TO BE Upgraded: 05 Numbers of BD355 Dozer.

2.0 SCOPE OF WORK BY THE FIRM

2.1 Major Technical Up-gradation of 05 numbers of BD355 Dozer at Service Center, BEML Singrauli as detailed in 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 includes supervisory, non-supervisory, Qualified Electrician, Fitters, welders and Painter etc.

The Firm shall deploy the above **adequate manpower** to carry out the complete work in day shift per day, as required. They shall not be underage and shall meet the prevailing Labour Laws / Act / Regulations / PF rules. All Statutory payments like provident fund contribution, ESI contribution etc. payable to the firm's workman shall be borne by the Firm. Accommodation and transportation of Manpower etc. will be firm's responsibility

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 / welding shield, safety caps (helmets), first aid boxes and protection devices for welding machine, cutting & grinding equipment shall be in working condition.

The Firm shall adhere to various Safety aspects as per factory Act while executing the work at M/s BEML, Service Center as required.

The Firm shall follow various Safety aspects as per DGMS norms while working at CUSTOMER project site as required. The firm's workman deputed to work at Project site of CUSTOMER should have valid VTC requirements

2.4 SECURITY

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

2.5 INSURANCE

It shall be the Firm 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 firm 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 M/s BEML will have no responsibility whatsoever in this regard

3.0 SCHEDULE / TIME PERIOD FOR UP-GRADATION & COMMISSIONING OF BD355 DOZER:

- 1) The firm should start the up-gradation work immediately after receipt of equipment at M/s BEML service centre.
- 2) Equipment to be commissioned within 15 (fifteen) days from the date of start of up-gradation activity or Supply of last item by M/s BEML Limited.

3.1 L. D CLAUSE: Equipment to be commissioned within 15 (fifteen) days or supply of last item by M/s BEML Ltd. 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 contract.

4.0 SCOPE OF WORK BY M/s BEML: Nil

5.0 CRANE: The M/s BEML shall arrange crane for up-gradation of equipment at Service Center.

6.0 TERMS AND CONDITIONS:

- i. The Firm has to organize the proper lifting slings, tools & tackles suitable for Up-gradation work at Service Centre & commissioning of equipment at CUSTOMER project site.
- ii. All Tools, Tackles, Torque multiplier, Torque wrenches, Safety appliances and other accessories for up-gradation and commissioning of the equipment has to be arranged by the Firm. Delay due to non-availability of these tools, if any will be to firm's account.
- iii. The Firm has to organize the Gases (DA+ O₂), cutting torch with accessories
- iv. The Firm has to organize ARC Welding machine, cutting electrode and welding electrode
- v. The Firm has to organize Grinding motor with accessories
- vi. All necessary Assembly works / minor repairs (if required) are to be carried out to the entire satisfaction of M/s BEML representative as well as CUSTOMER representative. 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.
- vii. Fitter, Mechanic, electrician, unskilled labor and Supervisor required for the job to be done, are to be provided by Firm. Any injury to workmen during the course of work will be totally firm's responsibility and M/s BEML will have no responsibility whatsoever in this regard.
- viii. Crane will be provided by M/s BEML for carrying out the up-gradation work on the equipment depending on availability.
- ix. Qualified welder is to be provided by the firm at no extra cost for carrying out welding. All electrical tools & instrument etc. along with Certified Electrician are to be provided by Firm at no extra cost.
- x. M/s BEML will provide Service Engineer for providing necessary guidance to your persons / supervisor.
- xi. Manpower engaged are required to observe and follow the safety regulation applicable at Project site of BEML & CUSTOMER 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 has to be submitted to

CUSTOMER projects in advance at least 15 days for VTC and gate pass in order to avoid delay in commissioning of equipment.

6.1 COMMERCIAL TERMS

6.1.1 Delivery schedule and Penalty:

Equipment has to be upgraded within 15 (fifteen) days from the date of start of activity or Supply of last item by us. 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 contract.

6.1.2 PAYMENT TERMS AND CONDITION:

i) Payment will be made on pro-rata basis after completion of work equipment wise.

ii) 90% of invoice value will be released within 21 days, subject to M/s BEML service engineer certification for having completed the up-gradation work successfully. Balance 10% will be made after completion of 6 months or 2000 hrs whichever occurs earlier.

i) EMD amount will be refund to unsuccessful bidder

ii) EMD amount of successful bidder will be released after successful completion of contract (Up-gradation & commissioning of 05 nos equipment)

iii) Payment will be released by Finance Manager, BEML Ltd, Singrauli, after submission of invoice along with commissioning certificate from project in-charge.

6.1.3: Evaluation of tender: In case of more than one party, quoted the same rate, L-1 party will be identified and finalized based up on more work experience executed by the part in the similar field.

6.2 GENERAL TERMS

6.2.1 On receipt of the contract / work order, the Firm 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.

6.2.2 The Firm shall carry out up-gradation & commissioning activity strictly adhering to STANDARDS and also as per the advice from time to time by Project in-charge (M/s

BEML rep).

6.2.3 CONFIDENTIAL CLAUSE.

The Firm shall use all technical information, drawings and other advices / information provided by M/s BEML only for execution of this contract. The Firm shall not pass on any data, material or information or drawings to other agency or use for any other purpose.

6.2.4 WAGES FOR WORKMEN AND WORKMEN COMPENSATION

(a) WAGES FOR WORKMEN.

It will be the obligation of the Firm to pay mandatory 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 Firm 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 Firm. All the obligations under the different Act provisions shall be that of the Firm and the Firm shall indemnify M/s BEML against any or all claims in this regard. The Firm 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 (M/s BEML rep). It shall also be the responsibility of the Firm to obtain statutory approvals as may be required in this behalf and M/s BEML will in no way responsible for this action and M/s BEML will be discharged of and indemnified against all such responsibilities.

(b) WORKMEN COMPENSATION

It is also agreed that M/s BEML shall not be liable for any compensation to be payable in respect of any workmen employed by the Firm and it shall be the sole responsibility of the Firm for payment of compensation if any, arising during the course of execution

of the contract. For this purpose, the Firm shall indemnify M/s BEML during the pendency (period) of the contract against all such claims made by any person(s) employed by the Firm in execution of the contract.

M/s BEML shall not be responsible for providing employment to Firm's laborers and or payment of any retrenchment benefits, and it shall be the duty and responsibility of the Firm 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.

6.2.5 SUSPENSION OF WORK

The Firm shall on written order of the Project-in-charge (M/s BEML rep), suspend the progress of the works or any part thereof for such time or times and in such manner as the Project-in-Charge (M/s BEML rep) may consider necessary and shall during such suspension properly protect and secure the work, so far as is necessary in its opinion.

6.2.6 DELAYS IN THE FIRMS PERFORMANCE

The TIME SCHEDULE for Up-gradation & 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 Firm in the performance of its delivery obligations shall render the Firm liable to the imposition of penalty as per the clause No 6.1.1.

6.2.7 ASSIGNMENT SUB-LETTING AND SUB-CONTRACTING

The Firm 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 M/s BEML.

The Firm shall not sublet the whole part of the contract. However, where otherwise provided in the contract / work order the Firm may sublet a part of the contract with prior approval of M/s BEML. But such an approval if given shall not relieve the Firm 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.

6.2.8 INDEMNITY

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

7.0 FORCE MAJEURE

The Firm 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 Firm, such as Floods, Wars or Revolutions, Epidemics, Strikes (caused by other than Firm's own employees / workmen), Terrorist attack etc.

7.1 ARBITRATION CLAUSE

If M/s BEML and the Firm 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 M/s 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 Waidhan only will have jurisdiction.

7.4 Evaluation of tender:

In case of more than one party, quoted the same rate, L1 party will be identified and finalized based on previous turnover of the firm.

V. Kumar
25/02

REGIONAL MANAGER

[Signature]

Regional Office

BEML Ltd.,

SINGRAULI

DOCUMENT CHECK SHEET (Uploaded in Technical Bid):

- a) Tender accepted document duly signed by the bidder.
- b) Scanned copy of the DD for EMD fee.
- c) Copy of GST registration certificate.
- d) Experience as per NIT Eligibility criteria. Copies of contracts / work orders and documentary evidence of successful completion in support of past experience of works along with contact details of clients shall be uploaded with the bid.
- e) Declaration for declaring that none of the relatives of the tenderer is employee of BEML Ltd. and no sister concern of the tenderer is participating in the same tender.
- f) Copy of Pan Card
- g) Audited balance sheet & IT return of the previous 03 years
- h) Copy of Proprietorship certificate.
- i) Previous year turnover of the firm.
- j) Latest bank statement of the firm.

Price bid details:

Items	Description	Quantity	unit	Unit price (excluding GST)
01	Work Contract for Major Technical Up-gradation of BD355 Dozer	5	numbers	