

BEML LIMITED

**Regional Office, PB No.05,**

**Jingurdha Colliery,**

**Singrauli, Dist. Singrauli- (MP) 486889**

**Phone: 07805-272668, Fax: 07805-272282, TIN:27390264883**

Ref. MS/Service/NCL/BD475-2/20-21/ Date: 20.08.2020

To:

Dear Sir,

**Sub: E-Tender through BEML SRM for Erection & commissioning of 02 numbers of BD475-2 Bulldozers at Dudhichua & Nigahi projects of NCL**

BEML Ltd., a Govt. of India Mini Ratna Public Sector Company under Ministry of Defence We intends to commission **02 numbers of BD475-2 Bulldozer at** Dudhichua & Nigahi project of NCL. 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 14.00 Hrs. on 17.09.2020.**

Thanking you,

Yours faithfully,

For BEML LIMITED

REGIONAL MANAGER

Encl: Tender Document – 14 pages.



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**Phone: 07805-272668, Fax: 07805-272282, TIN:27390264883**

**BID NO: 6300033911**

**TENDER DOCUMENT**

**FOR**

**Erection & commissioning of 02 nos of BD475-2 Bulldozer at Dudhichua & Nigahi project of NCL**

**CLOSING DATE & TIME**

**17.09.2020 at 14.00 Hrs.**

**This Tender Document contains 14 Page**



**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 for erection & commissioning **02 numbers of BD475-2** Bulldozer at Dudhichua & Nigahi project of NCL who have previous experience in erection & commissioning of the earth moving equipments

**Description of Work:**

**Erection & commissioning of 2 nos of BD475-2 Bulldozer at Dudhichua & Nigahi project of NCL**

* 1. **Scope of work & Notes:**

1. **Unloading Activities:-**
2. Unloading of equipment, Track Frame, Track Chain, Blade and Frame, Cabin and ROPS canopy & other items etc., by using proper capacity Cranes.(NCL will provide cranes for un loading activities)
3. **Commissioning activities: -**
4. Assembly of Track Frame and track chain.
5. Assembly of Blade and Frame.
6. Installation of Cabin and ROPS Canopy.
7. Installation of ROPS structure and welding.
8. Installation of AFSS, ALS & initial greasing.
9. Interfacing, testing & checking of electrical system.
10. Pre-commissioning Checks
11. Equipment Testing & commissioning.

**Note:**

1. Only major works have 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 **as a turnkey project.**
2. The firm may has to carry out the commissioning activities parallel at 02 projects.
3. **Testing of the equipment:**
4. Starting of the equipment and necessary checking in all respect to be carried out.
5. Top-up of oil & initial greasing etc., to be carried out

**1.2 Infrastructure to be provided per equipment to carry out erection & commissioning activities by the firm**

1. Welding machine
2. Wire rope/ slings for un-loading & commissioning.
3. Tools & tackles for commissioning activities
4. Cutting torch, oxygen & DA cylinders
5. Gauges which are required during commissioning activities

**1.3 EMD & Security Deposit** : Tenderers are required to submit an amount of Rs.**5,000**/- towards Earnest Money Deposit in the form of Demand Draft or Online transfer in favour of BEML Limited along with Technical Bid

**1.4 Eligibility: The tenderers should have previous experience of erection & commissioning of earthmoving equipments.**

**1.5 Submission of 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.***

**1.6 Following documents should be uploaded in collaboration folder on SRM platform:**

1. 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.
2. Scanned copy of the DD/ Transfer slip for EMD as indicated in the NIT.
3. Copy of GST registration certificate along with latest GSTR3B return filed.
4. Work Experience details (Latest within 03 years).
5. Copy of Pan Card.
6. Copy of Proprietorship certificate
7. Audited balance sheet & IT return of the previous 03 years.
8. Previous year turnover of the firm
9. Latest bank statement of the firm

**Note for bidders:**

1. **Bidders should upload all technical documents in technical bid only**
2. **Please quote the price details in ‘Price Conditions’ in the system 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 nos. 07805-276668 / or email [singrauli@rm.beml.co.in](mailto:singrauli@rm.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 rejected. BEML Ltd decision in this regard shall be final and binding.
7. 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.
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.

**1.7 Other Information:** The intending Tenderers should note the following:

1. Issue of Tender document to any Tenderer does not automatically qualify such Tenderer for opening of their Tender document.
2. Submission of Tender document, after due date and time are liable for rejection.
3. Postal transactions for issue of Tender documents or receipt of filled in Tender document shall not be entertained.
4. Successful tenderers shall have registered with GST authorities.
5. 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)**

* 1. **Title of Work: Erection & commissioning of 2 nos of BD475-2 Bulldozer at Dudhichua & Nigahi project of NCL**
  2. **PROJECT SITE:** Dudhichua & Nigahi project of NCL. However, it is the discretion of NCL to take up erection & commissioning work at different projects of NCL. In those cases, firm has to carry out erection & commissioning at identified projects of NCL accordingly.
  3. **EQUIPMENT: BD475-2 Bulldozer**

***2.4 SCOPE OF WORK BY THE FIRM:***

**2.4.1 Erection** & commissioning of 02 nos BD475-2 Bulldozer at Dudhichua & Nigahi project of NCLand **scope of work as detailed in (1.1) as turnkey basis.**

**2.4.2 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, Fitters, Painter etc.

The firm shall deploy the above manpower to carry out the complete work in one/two shifts 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 workman shall be borne by the firm. Accommodation and transportation of Manpower etc. will be firm’s responsibility

**2.4.3 SAFETY:** 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 firm shall adhere to various other Safety aspects as required. Firm's workman should observe and follow the safety & DGMS regulation applicable at site during the above work and should have VTC

**2.4.4 SECURITY:** It shall be the responsibility of the firm to safeguard, safe handling, safe custody and safe protection of the equipments, tools & tackles.

* + 1. **INSURANCE:** It shall be the firm’s responsibility to arrange insurance cover for all the personnel engaged in job. 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 BEML will have no responsibility whatsoever in this regard
    2. The firm has to organize the proper lifting slings suitable for lifting the equipment for unloading from trailer and slings for various activities of erection & commissioning of equipment.
    3. All Tools Tackles, safety appliances and other accessories for erection & commissioning of the equipment has to be arranged by the firm. Specific tool if any available with us will be spared from our end if not needed by us. Delay due to non-availability of these tools, if any will be to firm’s account.
    4. The firm has to organize the Gases (DA+ O2 ), torch with accessories and welding set with electrode for minor welding/repair works
    5. All necessary Assembly works/minor repairs (if required) are to be carried out to the entire satisfaction of 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 erection & commissioning of the machines.
    6. Qualified Fitter, Mechanic, Electricians, Unskilled labor and Supervisor required for the job to be done, are to be provided by the firm. 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.
    7. Qualified welder is to be provided by the firm at no extra cost for carrying out welding and denting work if required. Certified Electrician is to be provided by the firm at no extra cost. The firm has to arrange all electrical tools and accessories required to execute the work.
    8. The firm has 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 has to be **submitted to projects in advance (at least 15 days)** for VTC and gate pass.
  1. **SCHEDULE/TIME PERIOD FOR ERECTION & COMMISSIONING OF BH205E DUMPER:** Equipment to be commissioned within 25 days (Twenty five) from the date of receipt of all items of the equipment.
  2. **SCOPE OF WORK BY BEML: Nil**

BEML will position Service Engineer for providing necessary guidance during erection & commissioning

* 1. **CRANE:** Crane will be provided by M/s NCL for carrying out the erection & commissioning work on the equipment depending on availability. The NCL shall arrange crane to lift / rotate and position the equipment during erection & commissioning work.
  2. **GUARANTEE PERIOD:** Fitment guarantee for proper workmen ship for a period of 6 months or 1000 hrs whichever occurs earlier
  3. **Other information:**

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.*
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.*
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.*
4. ***CONTRACT:*** *Means written agreement between BEML LIMITED AND CONTRACTOR/FIRM made from time to time.*
5. ***VALUE:*** *Means the mutually agreed price between BEML and the Contractor for the Erection and Erection & commissioning work as per the Scope of work.*
6. ***WORKMEN:*** *Personnel engaged by contractor for execution of the Contract, to include Welders, Fitters, Electricians, Supervisory & the administrative staff and / or any other person(s) deployed by that Contractor for execution of this contract*.

**COMMERCIAL TERMS**

**3.1 Delivery schedule and Penalty:** Equipment to be commissioned **within 25 (Twenty five) days** from the date of receipt of all items of the equipment. 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.

**3.2 PAYMENT TERMS & CONDITION:**

1. **Payment will be made on prorate basis after completion of work equipment wise.**
2. 90% of order value per equipment will be released within 15 days, subject to acceptance certificate issued by Project-in-charge (BEML Limited) for having completed the erection & commissioning work. Balance 10% payment will be released after completion of 6 months or 1000 hrs whichever occurs earlier equipment wise.
3. EMD amount will be refund to unsuccessful bidder within 30 days of awarding the contract.
4. EMD amount will be released after successful completion of total work for successful bidders

**3.3 GENERAL TERMS:** 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.

The firm shall carry out erection & commissioning activity strictly adhering to STANDARDS and also as per the advice from time to time by Project in-charge (BEML).

**3.4 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.

**3.5 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.

**3.6 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.

**3.7 DELAYS IN THE CONTRACTORS PERFORMANCE:** The time schedule for erection & commissioning 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 contactor in the performance of its delivery obligations shall render the contractor liable to the imposition of penalty as per the clause **No 3.1**.

**3.8 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.

**3.9 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.

**3.10 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.

**3.11 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.

**3.12 APPLICABLE LAW:** The contract shall be interpreted in accordance with the laws prevailing in India.

**3.13 JURISDICTION OF COURTS:** The courts in Bangalore only will have jurisdiction.

**3.14 Evaluation of tender:** Incase of more than one party, quoted the same rate, L1 party will be identified and finalized based on previous turnover of the firm.

**Price bid**

The firm should quote only **unit price** without GST (system will calculate extended Price)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Items** | **Description** | **Quantity** | **Unit** | **Unit price (without GST)** |
| **01** | **Erection & Commissioning of BD475-2 Bulldozer at NCL projects** | **02** | **Numbers** |  |

**Regional Manager**

**BEML LIMITED, Singrauli**

**Document check sheet (To be uploaded in Technical Bid only)**

1. Tender accepted document duly signed by the bidder.
2. Scanned copy of the DD / transfer slip for EMD amount
3. Copy of GST registration certificate along with latest **GSTR3B** return filed
4. Work Experience details (latest within 03 years)
5. Copy of Pan Card
6. Audited balance sheet & IT return of the previous 03 years
7. Copy of Proprietorship certificate.
8. Previous year turnover of the firm.
9. Latest bank statement of the firm.

**Price bid (To be uploaded in Price bid only)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Items** | **Description** | **Quantity** | **Unit** | **Unit price (without GST)** |
| **01** | **Erection & Commissioning of BD475-2 Bulldozer at NCL projects** | **02** | **Numbers** |  |