



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

Dear Sir,

Sub: Tender for refurbishment of various bucket jewellery aggregates of 33/72 dragline at Khadia Project.

BEML Ltd., a Govt. of India Mini Ratna Public Sector Company under Ministry of Defence is planning for **refurbishment of various bucket jewellery aggregates of 33/72 dragline at Khadia Project.**

CLOSING DATE & TIME
05.04.22 at 12:00 hrs

Date of Opening of Technical Bid & Time
05.04.22 at 16:00 Hrs.

Thanking you,
Yours faithfully,

For BEML LIMITED
Regional Manage
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Phone: 07805-272668, Fax: 07805-272282, TIN:27390264883

DESCRIPTION OF WORK:-

Refurbishment of various bucket jewellery aggregates of 33/72 dragline at Khadia Project.

ELIGIBILITY FOR PARTICIPATION IN THE BID:

Firm having previous experience of major rebuilding of bucket jewellery aggregates of 24/96 dragline or higher capacity during last 05 years should only apply. The firm should also have a single work order of almost 50% of the present tendered quantity.

List of items to be repaired under this tender:

Sl. No.	Description of Link to be repaired	Part number	Qty
1	Link Opposite plane	201ZZ15079	05 Jobs
2	Pickup link	201ZZ14974	04 Jobs
3	Link Opposite plane	201ZZ14982	04 Jobs
4	Drag clevis hitch welded	200ZZ13769	06 Jobs
5	Spreader, lower Welded	200ZZ13882	04 Jobs
6	Equalizer Dump	201ZZ15005	04 Jobs
7	Clevis /bushing, welded	200ZZ13963	04 Jobs
8	Draglink assy	201ZZ15095	06 Jobs

TECHNICAL SCOPE OF FOR EACH AGGREGATE:

1. Clean the surface area intended for weld build up.
2. Ensure the area crack free by visual inspection.
3. Preheat the portion of surface before starting the weld build up to a temperature of 250°C.
4. Carry out welding using AWS E7018 electrode.
5. Weld toes should be smoothly ground.
6. The dimensions & contour to be ensured as per the sketch enclosed. for each aggregate.
7. Line boring of the eye post weld buildup of the aggregate as per the drawing
8. Conduct DPT test to ensure free from surface defects
9. Bush pressing post completion of line boring work.
10. Firm has to arrangements for movement of the men & material as when required.
- 11. Firm has to quote per item per quantity basis.**
12. Repair of each aggregate per quantity has to be completed within 14 days after handing over of failed item.
13. Safety of the men, material of the firm's & material taken from BEML for repair job is the solely responsibility of the firm.
 - a. No undercut is permitted
 - b. When carrying out welding, keep the earthing connections as close as possible to the

job being welded.

The following are recommended brands of welding electrode :-

SL No	Brand name	Manufacturer name
1.	Supratherm	D & H Secheron
2.	Esab 36 H	Esab
3.	Tenalloy	Ador welding
4.	Maxidure 7018 LH	Weldcraft

Enclosure:

Sketches indicating overall dimension of each aggregate.

OTHER TERMS & CONDITIONS:

1. Contract will be governed by all statutory requirements amended from time to time and General terms & conditions of the contract of BEML Ltd.
2. BEML Ltd reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BEML Ltd in this regard shall be final & binding to all parties.

for BEML Limited

Regional Manager

1. INSTRUCTION TO BIDDERS:

- 1. Bidders are required to go through instructions carefully and submit the bid as required. Clarifications if any may please be obtained from 20 cum Rope shovel Erection office on any working day/time.**
- 2. Tender is in two bid system.**
- 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. SCOPE OF WORK BY THE CONTRACTOR:**
Refurbishment of various bucket jewellery aggregates of 33/72 dragline at Khadia Project.
 - i. MANPOWER:**
Adequate skilled, semi skilled and unskilled man power should be deployed to complete refurbishment of each bucket as per the time schedule indicated. The contractor shall provide the above manpower to carry out the complete work in one/two/three shifts as required. All the Workmen have got to be authorized by the In-charge of the project mines of M/s NCL and they shall not be under aged and shall meet the prevailing Labor Laws/Act/Regulations/PF rules.
 - ii. SAFETY AND SAFETY EQUIPMENTS:**
Knowledge of Safety rules and regulations and ensuring their implementations and the availability of Safety Equipments, like SAFETY BELTS, SAFETY SHOES, SAFETY GOGGLES, SAFETY CAPS (HELMETS), FIRST AID BOXES AND WELDINGEXTRACTION EQUIPMENT Etc., Shall be the responsibility of the contractor. The contractor shall adhere to various other Safety aspects as required. BEML Ltd shall not be responsible for any accidents to the workmen and equipments owing to safety reasons and the compensations thereof shall be taken care of by the contractor.

5. TERMS & CONDITIONS:

a. QUALIFICATION CRITERIA:

- i. Firm having previous experience of major rebuilding of bucket jewellery aggregates of 24/96 dragline or higher capacity during last 05 years should only apply. The firm should also have a single work order of almost 50% of the present tendered quantity.
- ii. The vendor should have a valid bank account number and shall provide the account details in the technical bid. Payment to the contractor will be made either by crossed cheque or RTGS mode.
- iii. The bidder has to submit entire tender document with seal & signature as a token of acceptance of NIT.
- iv. Contractors should have valid PAN Number, GST Registration certificate.
- v. Firm has to submit the documented proofs for ITR Copies & turnover certificates for preceding three years.
- vi. Income Tax will be deducted at source as per the Income Tax rules prevailing.

b. GENERAL TERMS & CONDITIONS:

- i. BEML Ltd reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BEML due to failures on the part of the contractor or due to termination of contractor becoming disqualified because of liquidation and other reasons. Such losses, damages, charges, expenses or cost, as assumed by BEML Ltd., shall be final and binding the contractor and shall not be called into question.
- ii. The tender document shall be deemed to form an integral part of the contract to be entered for this work.
- iii. BEML Ltd reserves the right to have parallel / similar contract with any number of contractors.
- iv. Disputes if any arising between the company and the supplier in connection with this purchase order or any other matters connected herewith that same referred to a sole arbitrator to be appointed by BEML. The arbitration / proceedings shall be in accordance with provisions of Indian Arbitration and conciliation Act 1996 and Rules framed there under. The place of arbitration shall be at Bangalore or any other place mutually decided by and between the company and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.
- v. In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Bangalore shall only have jurisdiction.

6. SCOPE OF WORK BY BEML:

- i. Expert Advice from M/s BEML will be on no charge basis.
- ii. Arranging gate pass from NCL for transportation of the failed aggregates.
- iii. Supply of bushes for fitment on the aggregates.

7. INSPECTION AND TESTS

(i) Inspection Criteria.

The inspection criteria for acceptance of the repair work will be:

- a) Material conformance as per Drawing/ standards.
- b) RT, Dye-Penetrant Test and UT as per requirement for casting crack.
- c) Uniform/ required weld deposition.

(ii) Inspection Authority.

Project-in-Charge (BEML) of Dragline Maintenance, Singrauli is authorized to certify the repair Work carried out and all materials used and process adopted including the quality of wear plates and consumables like electrodes etc.

8. COMMERCIAL TERMS:

8.1 PERFORMANCE WARRANTY (WARRANTY PERIOD)

Each refurbished aggregate shall give a service life of 1500 working hours (Minimum). Any repair of the aggregate during warranty period shall be carried out at free of cost. The contractor shall position for this purpose adequate Welders / Fitters with required welding Equipment including consumables for use as and when required. If the contractor fails to remedy the defects, BEML is entitled to remedy the defect or damage or order the remedies through third parties on contractors account at actual cost for such work and the same will be deducted from the contractor's bill. This shall, however not relieve contractor of his obligations regarding guarantee.

8.2 PENALTY:

Time allowed for refurbishment of each aggregate is 14 days from the date of handing of failed aggregate. Further the work may be asked to be done in parallel based on requirement. Crane for movement of failed aggregate to & fro from field including firm's workshop if any has to be arranged by the firm. Any delay on this part will be on contractor's account. For each week of delay, over and above the allowed time as above, a penalty of 0.5% per week or part thereof, subject to a maximum of 10% of the value of the of the aggregate will be imposed.

8.3 PAYMENT TERMS AND CONDITION:

- i) 90% payment (pro-rata) related to refurbishment of each aggregate shall be made 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 warranty period of 1500 hrs for each aggregate.

8.4 GENERAL TERMS:

The contractor shall carry out Refurbishment strictly adhering to BEML drawings and WELDING STANDARDS and also as per the advice from time to time by Project in-charge (BEML). All documents like drawings & material specifications literatures should be returned to BEML after the expiry of the contract.

8.5 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.

8.6 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.

8.7 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.

8.8 DELAYS IN THE CONTRACTORS PERFORMANCE:

The TIME SCHEDULE for REFURBISHMENT TIME of individual types of chains (drag) 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 clause no. – 8.2

8.9 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.

8.10 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.

8.11 TERMINATION OF CONTRACT:

One month notice will be given by BEML before termination of Contract.

9.0 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.

9.1 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.

9.2 APPLICABLE LAW:

The contract shall be interpreted in accordance with the laws prevailing in India.

9.3 JURISDICTION OF COURTS:

The courts in Bangalore only will have jurisdiction.

Regional Manager