

Ref : EMCP/EO/L&L-SP/RT/Tender Document

Date : 24-06-2019

### **Tender Document**

Sub	Works Contract for Lifting & Lowering Submercible Pumpsets from borewells connected to pump houses at BEML Ltd., KGF.
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Sub Works Contract for Lifting & Lowering Submersible Pumpsets from borewells connected to pump houses at BEML Ltd., KGF.

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**1. Tender Notice****Closing Date : 08-07-2019**

Assistant General Manager - Contract Purchase, EM Division, BEML Ltd, BEML Nagar, Kolar Gold Fields – 563 115 Invites Tenders in single bid system (Commercial bid) in Manual mode and a Pre-Qualification Bid from eligible, reputed firms / Contractors / Agencies for the following :

Works Contract for Lifting & Lowering Submercible Pumpsets from borewells connected to pump houses at BEML Ltd., KGF.

SINo	Description	Details
1	Approximate value of contract per annum	3.63 Lakhs (Excluding GST).
2	Duration of the contract	Two Years.

Note : (1) Value indicated at 1 above includes Labour Expenditure.

(2) Firm to quote rate/unit in Rs against all items of BOQ.

For Scope of work, other terms and conditions, Qualifying criteria please refer respective sections in this NIT.

AGM - Contract Purchase  
EM Division, BEML Ltd  
BEML Nagar, KGF – 563 115.  
08153-279365

**2. Letter to Bidder / Tenderer**

To : M/s

Dear Sir,

Ref : Tender Notice as indicated above.

Further to the above cited tender notice we would like to appraise the bidders with the following details :

BEML Limited is a Government of India undertaking, under the Ministry of Defence Production, having manufacturing units at KGF, Bengaluru, Mysuru, & Palakkad.

Quotations in prescribed format is invited for the work indicated in the tender notice.

Interested bidders can down load the tender document released along with this notification and quote in single bid system.

**Instructions for submission of the bids:**

(1) Pre-Qualification bid : EMD / NSIC certificate, MSME Certificate (Firms claiming EMD exemption) etc., are to be submitted to CRS (Central Registry Section), EM Division, BEML Ltd, BEML Nagar, KGF -563 115, in a sealed cover super scribing the Tender reference, Due Date & Time, Subject, Address etc., BEFORE THE BID CLOSING DATE & TIME.

(2) Commercial bid is to be submitted to CRS (Central Registry Section), EM Division, BEML Ltd, BEML Nagar, KGF -563 115, in a sealed cover super scribing the Tender reference, Due Date & Time, Subject, Address etc., BEFORE THE BID CLOSING DATE & TIME.

(3) Corrigendum regarding the tender if any will be published in BEML website before the tender closing. Bidders to make note of the above and check the website before tender closing date / time, to have the latest communication / update. Corrigendum regarding the tender if any to be signed with company seal and to be attached to their quotation.

(4) Tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.

(5) Please quote the price details against the respective items provided therein.

(6) Before submitting the bid, Firms may visit the Estate Maintenance / site for better understanding of the area / work involved / scope of work. Prior appointment may please be obtained from the office of AGM - Estate Maintenance, Contact No. 08153-263393. Ignorance of site conditions at later stage will not be entertained by BEML.

(7) Quotations sent by Fax / Email will not be considered.

(8) Conditional offers are liable for rejection.

(9) This Letter + Tender document + Corrigendum if any, will be part of the contract.

(10) For Scope of work, other terms and conditions, Qualifying criteria please refer respective sections in this NIT.

(11) Pre-Bid Meeting / Study (Not Mandatory but for the information / Clarification of the Bidder before quoting) Officer in charge for the contract : AGM – Estate Maintenance, BEML Ltd, KGF. Contact No : 08153-263393, email : [esw@beml.co.in](mailto:esw@beml.co.in).

(12) Firm has to ensure updating their GST details at BEML WEB SITE [www.bemlindia.com](http://www.bemlindia.com).

**Important Notes :**

1. UNIT RATES only (not extended value like unit rate x qty) are to be quoted against specific BOQ items.
2. UNIT RATES excluding applicable GST are to be entered.
3. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
4. To get familiarize with the area of work, the firm is advised to make a personal pre bid visit to our works, consult the concerned officer and get clarified.
5. Selection of L1 firm will be based on the value of Total value "Sum [(QTY x Unit Rate)]" for all items as per BOQ.
6. Payment Terms will be against certification of user department.
7. We would like to inform that all out efforts are being made for continuous improvements on aspects like NIT formation, tendering etc., any suggestions for future improvements / observations regarding mistakes in the tender if any may kindly be brought to the notice of the tender inviting officer before tender closing date & time to facilitate for bringing out corrigendum for the subject tender / bring out the changes in the future tendering process. Your feedback / suggestions are welcome and the same will be valuable in refining the tender process.

Thanking you,

For BEML LIMITED

AGM - Contract Purchase, EM Division, BEML Ltd, KGF – 563 115.

2.1	(A) Tender Description	As indicated in TENDER NOTICE above.
	(B) Contract Period	TWO Years.
	(C) Tender Reference	EMCP/EO/L&L-SP/RT/Tender Document Dated 24-06-2019 Tender Reference to be super scribed on top of the covers for identification while sending sealed covers. Tender documents to be downloaded from BEML website (www.bemlindia.com).
	(D) Tender Closing Date / Time	Pre-Qualification and Commercial bids are to be submitted before the tender closing date and time as indicated in Tender / BEML website.
	(E) Security Deposit	10% of the Contract Value (Excluding GST).
	(F) Labour License under contract labour (R & A) ACT 1970 and Central Rules made there under	Successful bidder has to submit a valid Labour license / Proof of applying for the same within a period of one month from the date of awarding work order, against Form No III.
	(G) PF / ESI	Firm should have PF/ESI Code Numbers OR on award of contract, successful bidder (Firm) shall apply for PF/ESI codes to the respective authorities. In case the firms have registration in other states (other than Karnataka) they have to agree to obtain separate sub code for the local area.
2.2	<b>Pre-Qualification Criteria (BIDS NOT COMPLYING WILL BE REJECTED)</b>	
	(A1) Earnest Money Deposit (EMD) Returnable	<b>Rs 7,300/-.</b> (Rupees Seven Thousand Three Hundred).
<p>(a) EMD amount to be paid by RTGS / NEFT to Account No 54029289872, M/s BEML Ltd., EM Division KGF. IFSC code : SBIN0040168 (SBI BEML Nagar).</p> <p>Payment details indicating Bid reference, UTR No, Date and amount are to be sent to email id : emekgf@beml.co.in and hardcopy of the payment details are to be sent to CRS, EM Division, BEML Ltd, BEML Nagar, KGF-563115 in a sealed cover.</p> <p>(b) If EMD amount is exempted, the relevant documents are to be submitted (soft copy in e-mail to emekgf@beml.co.in / hardcopy in a sealed cover to CRS, EM Division, BEML Ltd, BEML Nagar, KGF - 563115).</p> <p>Pre-Qualification Bid Envelop should contain : Details of A1 [(a) or (b)].</p> <p>Pre-Qualification Bid Envelop should be addressed to : AGM - Contract Purchase, EM Division, BEML Ltd., BEML Nagar, KGF – 563 115.</p> <p>Pre-Qualification Bid Envelop should reach CRS (Central Receiving Section), EM Division, BEML Ltd, BEML Nagar, KGF -563 115 on or before tender closing date and before tender closing time.</p> <p>Pre-Qualification Bid Envelop should be super scribed with Tender reference, Due Date &amp; Time, Subject, Address etc.</p>		

**2.3 QUESTIONNAIRE**

(To be filled in by the Tenderer and to be uploaded along with the Technical Bid)

1	Name in full and address, under which the tenderer is proposing to execute the contract.	
2	Colour Passport size photo of Proprietor with signature (if the firm is participating for the first time in Tender floated by BEML EM Division).	
3	Address of official premises at KGF, if any.	
4	Address of official premises at other places	
5	Telephone / Mobile / Fax / e-mail ID	
6	Indicate license number under contract labour (Regulation & Abolition) Act -1970 if any obtained for similar works.	
7	Indicate ESI Registration/ Code No.	
8	Indicate PF Registration / Code No.	
9	Indicate GST Registration No. and applicable SAC for the subject work.	
10	Firm has to update their GST details on BEML website (www.bemlindia.com).	
11	Nature of other works contracts and period dealt (Add additional sheet and upload if required).	
12	Details of works carried out for the past three years.	
13	Indicate the companies/ undertakings where you have undertaken any contracts (Also mention the period of your association / contract with them )	
14	Does your agency have ISO registration? If so, give details.	
15	Income tax PAN No	
16	Copies of satisfactory performance certificates with value executed	
17	Quoted price is deemed to be Exclusive of GST	
18	Self declaration by vendor that they are not black listed by any Govt / PSU organization.	

19	<p>Contractor's Bank details. (to be filled in and to be signed with seal).</p> <p>To : The Accounts Officer, Accounts Department, BEML Limited EM Division, KGF.</p> <p>Sub : Details for Payment through RTGS (Real Time Gross Settlement)</p> <p>(To be filled by the Vendor)</p> <p>1. Vendor Code : 2. Vendor Name : 3. Account No : 4. Name of the Bank : Address : 5. IFSC Code : (Indian Financial System Code) 6. MICR Code : (Magnetic Ink Character Code) 7. NEFT Code : (National Electronic Fund Transfer)</p>	
<p>I agree to bear bank charges, if any, to be charged directly by the bank for RTGS/ECS payment.</p>		
<p>I / We certify that to the best of my / our knowledge the particulars furnished above are true.</p> <p>It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.</p> <p>Place : Date : SIGNATURE OF THE CONTRACTOR (S) WITH SEAL</p>		



### 3. Scope of Work

#### **Works Contract for Lifting & Lowering Submersible Pumpsets from borewells connected to pump houses at BEML Ltd., KGF.**

The Contract caters for Lifting & Lowering of submersible pump sets from the bore wells connected to following pump houses and other areas at BEML Ltd, KGF premises.

1. Drinking water pump house near R&D division.
2. Deep bore well Pump house near Golf course.
3. B1 Pump house. (Inside officers Qtrs).
4. B2 Pump house near Activity centre.
5. B3 Pump House near A type qtrs.
6. Pump house near Executive Canteen.
7. H&P Pump house.
8. Industrial Pump house near Green gate.
9. Krishnavaram Pump house.
10. Workers canteen bore well.
11. SPH bore well.
12. Bore wells near helipad.
13. HFU, Inside H&P, R&D.
14. And any other area as per the directives of EIC.

Note :

- (a) Contractor has to study and understand complete scope of Work, Special terms & Conditions and General terms & conditions before quoting the tender.
- (b) Non performance of job in any area will lead to deduction proportionately from the bills payable.
- (c) Contractor has to attend calls from the Engineer-In-Charge for lifting and lowering of Submersible Pump Sets, lifting of fallen/struck Submersible Pump Sets as and when required.
- (d) Following scope of work is included to be executed all as per instructions / directions of the Officer in-charge of Estate Maintenance.

1	Lifting of burnt submersible pump sets from the bore wells & returning the same to Estate stores.
2	Lowering of rewind / new Submersible pump set into the bore wells.
3	Lifting of Fallen / struck Submersible pump set inside the bore well whenever encountered.

- (e) The contract caters only for lifting and lowering the submersible pump sets from the bore wells through mechanized equipment and the required Submersible pump set, cable involved for the work will be issued departmentally as per the previous practice. The work will be certified based on the actual work done as per BOQ.

#### 4. Special Terms & Conditions

1	This contract comprises of full, final and entire completion of the subject work all as shown in Schedule "A" and as described in the particular specifications and also subject to the General conditions of contract. Work shall be completed as per the duration mentioned under Tender Notice the time of completion is to be reckoned from the date of commencement mentioned in the Purchase Order.
2	Please refer "ES/Terms & Conditions/Civil works dated 23-08-2018" (22 Pages) for <b>General Conditions &amp; Revised special conditions for civil works contract.</b>
3	In the event of the Firm failing or neglecting to carry out the work as specified and as required by the Company, the Company shall be entitled to recover damages from the Firm, such damages being equivalent to the extra amount which the company is obliged to pay for other firm for execution and the incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit OR any part thereof remaining to the Credit of the Firm and at its option also be entitled to terminate the contract.
4	Arbitration of Disputes : The venue of arbitration will be in India and in accordance with Arbitration & Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time.
5	Disputes, if any that may arise between the parties in any of the matter connected herein will be mutually discussed and amicably settled, failing which the same will be referred to a sole arbitrator to be appointed by BEML Limited. The Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in Bangalore.
6	All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the CEO of the Company, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at KGF shall alone have exclusive jurisdiction to entertain and adjudicate thereon.
7	Contractor has to make arrangements for providing requisite manpower / machinery to execute the work on time, support materials for undertaking the job and safety equipment for safe & smooth approach for completion of work at locations.
8	Labours deployed in the contract shall be ESI registered, Healthy & able bodied persons capable of executing works.
9	Contractor has to submit work certification from Estate Maintenance department for processing of bills.
10	Contractor has to submit the GST challan having submitted the GST and filing the return (uploading the data into the GST portal).
11	Contractor shall make his own arrangement for accommodation and to & fro transportation to BEML location for his labours / machineries.
12	Sub-contract/sub letting : Under any circumstances, this works contract awarded by BEML Limited to the successful firm, shall not be sub contracted to any other party.
13	GST is applicable as per prevailing rates. Bidder has to produce the challans as proof of the payment to the tax authority.

14	Quantity indicated in the BOQ is two years requirement.
15	ACCIDENTS INJURIES AND DAMAGES : From commencement to completion of the work the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for any damage or loss that may occur during the progress of work. In addition the contractor shall also be responsible against all loss and claims, of injuries or damages to any person, which may arise during the progress of work. In the event of any accident / injury / disablement to the labour / Driver / supervisor, the contractor shall arrange to pay the required compensation legally payable to the concerned workman / dependent in addition to the medical treatment / assistance.
16	If the work is not carried out satisfactorily the contractor shall suspend the execution of the work or any part thereof whenever called upto in writing by the company and shall not resume work thereon until so intimated by the company. The contractor shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work. The same will be borne by the contractor.
17	BEML reserves the right to short close the contract at any time, if so ordered by with assigning the reasons.
18	Under all circumstances the Contractor will be fully responsible for any disruption of the works. Such disruptions will be penalized as per the Management's directions.
19	All disputes arising out of this contract shall be referred to the decision of the Divisional chief of the Company whose decision shall be final and binding.

## 5. General Terms & Conditions

1	<p><b>Security Deposit :</b></p> <p>1.1 Successful tenderer shall furnish security deposit for the fulfillment of the contract and security amount shall be to a value of 10% of contract sum (Excluding GST). Such Security Deposit shall not entail any interest payment on refund.</p> <p>1.2 Contractor on acceptance of the contract, deposit the difference between Earnest Money Deposit and full Security Deposit amount. PEMD amount cannot be considered for such adjustments in the SD payable by the Contractor.</p>
2	<p><b><i>THE options for payment of security deposit are as under :</i></b></p> <p>2.1 The contractor on acceptance of the contract, deposit the Security Deposit amount Through RTGS / NEFT to Account No 54029289872, M/s BEML Ltd., EM Division, KGF. [ IFSC code : SBIN0040168 (SBI BEML Nagar) ].</p> <p>2.2 Contractor can submit Bank guarantee from Indian Public Sector Bank towards Security Deposit.</p> <p>2.3 Security Deposit amount may be deducted from the bills payable of the contractor.</p>
3	<p><b><i>Note :</i></b></p> <p>3.1 Contractor may choose any one of the options and inform the same in writing while submitting the tender / submission of bills.</p> <p>3.2 In case of BG submitted towards SD it shall remain in force till the completion of warranty period of one year + Three months.</p> <p>3.3 The above deposit will be held by the Company as Security towards the warranty of materials supplied / workmanship. All compensation or other sums or money payable by the contractor to the Company under the terms and conditions of this contract may be deducted from this Security Deposit or from any sums that may be due, or may become due, to the contractor by the Company on any account what-so-ever, and in the event of the Security Deposit being reduced by reasons of any such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.</p>
4	<p><b><i>REFUND OF SECURITY DEPOSIT :</i></b></p> <p>4.1 SD will be returned to the contractor on completion of the contract based on the recommendations of Engineer-in-charge, in writing, that the work has been physically completed in all respects.</p>

	4.2 SHOULD there be any over payments made inadvertently to the Contractor on this contract or in any other contract, the company shall recover such amount from the Contractor either by deducting the amount from any sums that may be due or may become due to the Contractor by the Company on any account whatsoever from this or from any other contract or from the Security deposit / Earnest money deposit made by the Contractor.	
5	<b>Running Account Remittances (RAR)</b> : During the progress of work, contractor shall submit the claims giving complete details of work done, rate and value to the Engineer-in-charge/Officer-in-charge. These claims are called RAR bills and RAR payments are made once in a calendar month or more depending upon the periodicity of contract/progress of work. Where the RAR payment is based on the measurements recorded in the MB, the recommendation for payment shall be stage-wise co-related with the bill of quantities.	
6	<b>FINAL BILL PAYMENT TERMS</b> : On completion of the work and the recording of measurements in the MBs, a final bill shall be submitted by the Contractor. On receipt of the final bill duly signed by the contractor, the same shall be scrutinised by the Engineer-in-charge / Officer – in –charge to see the claim is in order. Normally the final bill will be paid within 125 days from the date of completion of the work or claim from the Contractor whichever is later.	
7	<b>Penalty Clause</b>	
	<b>SlNo</b>	<b>Description</b>
	1	To produce Contractors All Risk policy within 15 days from the date of PO.
	2	Security Deposit as BG to be submitted within a month from the date of commencement of contract.
		<b>Penalty</b>
		0.1% of monthly contract bill will be deducted/week subject to max of 1%.
		0.3% of monthly contract bill will be deducted/week subject to max of 1%.
<p>Accepting all terms and conditions of the subject tender unconditionally.</p> <p>AGM - Contract Purchase BEML Ltd - EM Division</p> <p style="text-align: right;">Contractor</p>		

**BEML LIMITED****KOLAR GOLD FIELDS – 563115**

(A Govt. of India Mini Ratna Company under Ministry of Defence)

EM Division, BEML Nagar Post, Kolar Gold Fields - 563 115.

Phone : 08153 – 279365 / 279308

Fax : 08153 - 263274

Sub :

Works Contract for Lifting &amp; Lowering Submercible Pumpsets from borewells connected to pump houses at BEML Ltd., KGF.

**6. COMMERCIAL BID****Note (A) :**

- (1) UNIT VALUES are to be entered in the quotation as per the format given below.
- (2) Unit rates quoted in Rs should be exclusive of applicable GST.

**Note (B) :**

1. Firms has to quote **UNIT RATES only** (not extended value like unit rate x qty) against specific BOQ items and units as indicated in BOQ.
2. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
3. To get familiarize with the area of work the firm is advised to make a personal pre bid visit to our works, consult the concerned officer and get clarified.
4. Selection of L1 firm will be based on the value of Sum [(Qty X Unit Rate)] quoted against BOQ.

**Note (C) :**

1. Rate quoted should be firm for the contract period.
2. Intending tenderers should acquaint themselves with the site conditions and nature of work involved before quoting. Hence Tenderers are advised to, visit the work areas and then quote.
3. Quotation should be for the complete scope of work specified.
4. Rates quoted shall inclusive of all expenditures.
5. For any clarifications regarding scope of work/terms and Conditions, please contact Officer-in-Charge, Estate Maintenance.
6. Payment Terms will be against certification of Estate Maintenance department based on satisfactory completion of work.

**Closing Date : 08-07-2019****6.1 SCHEDULE 'A' BILL OF QUANTITIES**

Sl No	Description	Qty	Unit	Unitrate (Rs)	Extended Value (Rs)
a	b	c	d	e	f
1	Lifting of SP sets from Bore wells	70	Nos		
2	Lowering of SP sets into Bore wells	70	Nos		
3	Lifting of fallen/struck SP sets from Bore wells	10	Nos		
Grand Total in Rs (excluding GST)					
The Contract caters for Lifting & Lowering of submersible pump sets from the bore wells connected to pump houses and other areas mentioned in 'Scope of Work'.					
<b>END OF BOQ</b>					

**Note :**

(i) Quantity indicated is for a period of two years.

**(ii) Firm has to quote Unit Rate for each line item in Rs.****(iii) All expenditures should be considered while quoting.**

(iv) Extended Value (f) = c x e.

(v) L-1 will be based on least of net quoted rate by technically accepted bidders.

(vi) Contract caters only for lifting and lowering the submersible pump sets from the bore wells through mechanized equipment and the required Submersible pump set, cable involved for the work will be issued departmentally as per the previous practice. Work will be certified based on the actual work done as per BOQ.

**Note (D) :**

- Contractor has to study and understand complete scope, work involved / to be carried out, Special terms & conditions and General terms & conditions before quoting the tender.
- Non performance of above job in any area will lead to deduction proportionately from the bills payable.
- Contractor has to keep record for establishing satisfactory performance of job, obtaining necessary certification from EIC.
- Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities, Terms and conditions.

**END OF DOCUMENT**