



**BEML LIMITED**

(A Govt. of India Mini Ratna Company under Ministry of Defence)  
"BEML SOUDHA", 23/1, 4<sup>th</sup> Main, S. R. Nagar,  
BANGALORE – 560 027

**Phone: 080 – 2222 2730/2223 3350, Fax : 080 – 2222 4874**

**TENDER NOTICE**

**Bid Invitation No. 6300028128**

**Date:-19.06.2019**

**Sub : Tender for shipment of Nine(09) units of BEML Dump Truck model BH60M to Balikpapan/Jakarta sea port , Indonesia , from Chennai/Ennore port.**

**Tender Closing Date &Time: 28.06.2019 at 14.00 hrs**

***BEML LIMITED invites tenders through e-mode in two bid system (Technical bid & Price bid) from reputed shipping companies/ C&F agents having experience with various Govt/PSUs or other large organizations of repute, for shipment of 9 units of BEML Dump Truck model BH60M Dump Truck to Balikpapan/Jakarta sea port, Indonesia from Chennai/Ennore port with the enclosed terms and conditions for submission within the due date mentioned above.***

**Corrigendum, if any will be posted on BEML website ([www.bemlindia.com](http://www.bemlindia.com)) only.**

**Dy. General Manager-  
International Business Division**

## Instructions to Bidders

The tender consists of: -

Part I - Pre-Qualification Bid - **Demand Draft of Rs.2,50,000 as EMD and Integrity pact duly signed (Annexure-A & Annexure-A-1) to be submitted in sealed envelope.**

Part II - Technical Bid- **Annexure-B to be submitted through e-mode.**

Part III - Price Bid- **Annexure C & Annexure-D to be submitted through e-mode.**

This is a two-bid Tender through our SRM E-Procurement system. All the bid details for both Technical Bid and Price Bid are to be submitted through electronic mode only in the system, in the prescribed formats. **Only Pre-Qualification Bid to be submitted in sealed cover** by post/ courier or in person before closing date and time of the tender.

### Part-I: Pre-Qualification Bid:

As a part of **Pre-Qualification process**, bidder needs to submit DD for Rs. **2,50,000** (Rs. Two lakh fifty thousand Only) towards **EMD (Earnest Money Deposit)** from any Scheduled Commercial Bank, payable to BEML Limited, Bangalore and **signed original copy of Integrity pact(Annexure-A)** in sealed envelope by post/ courier or in person before closing date and time of the tender.

The envelope containing above said DD & Integrity pact , shall be sealed and duly super scribed in bold letters, at the top of the envelope as “**PRE-QUALIFICATION BID** ” , “**Bid Invitation No. 6300028128 dated 19.06.2019 Closing date 28.06.2019 and Time 14:00 Hrs -**”. The name and address of the bidder shall be written on the left hand bottom corner of the envelope and should reach the address as mentioned below on or before the closing date & time of the tender.

**DY GENERAL MANAGER - INTERNATIONAL BUSINESS DIVISION  
BEML LIMITED.,  
BEML SOUDHA, 23/1, 4TH MAIN, S.R. NAGAR,  
BANGALORE – 560 027  
KARNATAKA, INDIA**

**Bids of those bidders, who have not submitted Pre-Qualification bids, EMD & Integrity pact before the closing date and time of the tender will be rejected.** Also Bids of those Bidders, who have not submitted Integrity pact & EMD in any form other than Demand Draft, will be rejected.

The ‘**Pre-Qualification Bid**’ shall be opened at 1400 hrs at BEML’s Corporate Office on the closing date of tender in presence of the bidders or their authorized representatives who wish to be present, at their own cost.

### Part-II: Technical Bid:

Please upload duly filled **Annexure-B** along with all the supporting documents into Collaboration Folder in the BEML SRM system. Please ensure that **no price details** are mentioned in any of the documents uploaded as part of the Technical Bid. In case, any price details are found in technical bid, the bid is liable to be rejected.

Technical Bids will be automatically opened on the BEML SRM System at 1400 Hrs on the closing day of tender. **Technical bids of only those bidders who are meeting the pre-qualification criteria shall be considered for evaluation.**

### Part III: Price Bid:

The bidders are required to enter the prices for all the items listed **at Annexure-C & Annexure-D** in the 'Item Data' only in SRM System.

The 'Price bids' shall be opened in respect of only those bidders who, after technical evaluation are found technically qualified by technical committee constituted for the purpose.

The date and time of opening of price bids will be conveyed to all the technically qualified bidders. The price bids will be opened in the presence of bidder or their authorized representatives who wish to be present, at their own cost.

**General Conditions:**

- a) The bidder is advised to carefully go through the terms and conditions of tender before submitting the tender.
- b) **Any person/persons, Company, Firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, are not eligible to participate in this tender.**
- c) **All bidders are advised to sign and append the seal in the Declaration Format furnished at page no 4 of this document.**
- d) This tender form is not transferable under any circumstance.
- e) All entries in the tender document shall be in English either typed or written legibly in black or blue ink only. Over-writings are not permitted. All cancellations and insertions shall be duly signed / attested by the authorized person.
- f) Non-compliance with any of the tender conditions set forth thereon and incomplete, conditional and ambiguous offers are liable for rejection.
- g) The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.

**Schedule of events:**

Sl No	Particulars	Date	Time
1	Floating of e-tender in BEML website and Central Public Procurement Portal	19.06.2019	
2	Pre-bid meeting at BEML Soudha	24.06.2019	11.00Hrs
3	Last date for submission of bids	28.06.2019	14.00 Hrs
4	Opening of Pre-Qualification bids	28.06.2019	14.00 Hrs
5	Opening of Technical bids of eligible parties	28.06.2019	14.00 Hrs

**IMPORTANT INSTRUCTION TO BIDDERS**

**1. Technical Bid:**

- a) Bidders to upload all the technical bid documents in the Collaboration Folder in the SRM system. Bidders to ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

## 2. Price Bid:

- a) The bidders are required to enter the price for all the items listed in the 'Item Data' only in SRM System.
- b) Bidder should enter the price only in the 'Empty' box provided below the 'Price' column in Item Data.
- c) The bidder should not change any field in the 'Item Data' like 'Quantity' and 'Price Per Unit' field in SRM System.
- d) The bidders shall enter 'Item Wise' remarks under 'Bidders Remarks', if any.

### Pre-Bid Meeting:-

Queries from Bidders if any, will be clarified during the pre-bid meeting which would be held on 24.06.2019 at 1100 Hrs at the following address.

**BEML LIMITED.,  
BEML SOUDHA, 23/1, 4<sup>th</sup> Main, S.R. Nagar,  
Bangalore – 560 027  
KARNATAKA, India**

Firms seeking clarifications should send their queries to our email address [nwa@beml.co.in](mailto:nwa@beml.co.in) before 10:00 Hrs of 24.06.2019

Clarifications to the bidder's queries will be furnished during pre-bid meeting.

### Check list before submitting the tender

The bidder is requested to ensure that the following are fulfilled:

<b>Part-1</b>	<b>Pre Qualification bid-</b> DD for Rs. 2,50,000 /- as EMD & Integrity Pact( <b>Annexure-A &amp; Annexure-A-1</b> )duly signed to be submitted by post/ courier or in person.
<b>Part-2</b>	<b>Technical Bid –</b> To be uploaded in Collabration folder in the SRM system.
	a) All the pages of tender document duly signed and stamped.
	b) Annexure–B duly filled, signed and stamped in prescribed format c) Supporting documents for Annexure–B, duly signed and stamped
<b>Part-3</b>	<b>Price Bid-(As per Annexure-C &amp; Annexure-D) Please quote the price details in BEML SRM system only against the respective items provided therein</b>

### **Declaration by the bidder**

This is to certify that our person/persons/Company/Firm/Associations does not have any litigation, arbitration cases against BEML Ltd or pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd

**Signature of Bidder with Seal**

**Annexure A**

*(To be executed on plain paper)*

# INTEGRITY PACT

Between

**BEML Limited (BEML) hereinafter referred to as “The Principal”**

and

..... hereinafter referred to as “The

**Bidder/Contractor”**

## Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## Section 2 – Commitment of the Bidder(s)/ contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the

contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at **Annexure A-1**.
- e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

#### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 – Previous Transgression**

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

#### **Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors**

- (1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

#### **Section 8 – Independent External Monitor / Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

### **Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML.



**Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

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(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

**Witness 1:**

(Name & Address)

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**Witness 1:**

(Name & Address)

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**Witness 2:**

(Name & Address)

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**Witness 2:**

(Name & Address)

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**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed **Application-Form** available on ***www.bemlindia.in***.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:**

**2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:**

- 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/ representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BEML LTD in Indian Rupees only.

**2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:**

- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
- 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

- 2.3** In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the

discharge of the obligations under the contract.

- 2.4** Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

## Annexure -B

### Part –II - Technical Bid

#### (To be filled by Bidder and to be uploaded in BEML SRM System)

The bidder shall fill in all the required particulars in the blank space provided in the tender document. Please upload the scanned copy of duly filled, signed and stamped format of Annexure–B in the Collaboration Folder in the BEML SRM system, along with supporting documents.

All entries in the tender document shall be in English either typed or written legibly in black or blue ink only. Over-writings are not permitted. All cancellations and insertions shall be duly signed / attested by the authorized person. All the documents should be uploaded in PDF format.

SL. NO	PARTICULARS	MANDATORY PARAMETER	BIDDERS'S REMARKS
1.	Name in full of the Service Provider	#	
2.	Address of official premises along with telephone no. / Fax no. / E Mail ID at Chennai/Bangalore		
3.	Are you registered as a) Public Ltd., Co.? b) Pvt. Ltd., Co.? c) Partnership concern. d) Others		
4	<b>Documents to accompany with Tenders:</b>		
4.(i)	(a) Bidder should possess a CHA license. Enclose a copy of CHA License.  or  (b) If CHA License not available, bidder should furnish the license details of CHA who will be engaged for CHA activities.	#	Upload copy of the CHA license.  or  Upload copy of the CHA license of the party engaged for CHA activities.
4.(ii)	PAN Card issued by the Income Tax Department.	#	Upload copy of PAN card
4.(iii)	GST registration details	#	Upload copy of GST registration certificate.
4.(iv)	The Bidder must be in the business of providing similar services to various Govt / PSUs or any other organizations.	#	Upload Work Order/ Contract/Experience certificate issued by customer(s).
4.(v)	The bidder should have average annual turnover of Rs1.00 Crores during the previous 2 years. Audited financial statement for the previous 2 years to be submitted. <b>(Only relevant pages of audited Profit &amp; Loss statement to be uploaded without Notes and enclosures)</b>	#	Upload audited Profit & Loss statements.

**Note 1: Symbol “#” denotes mandatory parameters. In case of non-submission of mandatory parameters, the bidder is liable for rejection**

**Note 2:** If it comes to the knowledge of BEML at any point of time during the tender process that the information submitted by the bidder is incorrect or deliberately misleading, BEML, at its discretion, will have the right to reject the bid without any information to the Bidder.

**We have understood the Terms and Conditions clearly and agree in totality.**

**Place:**  
**Date:**

**(Signature of the Bidder/Authorized signatory)**  
**seal**

## **Commercial: Terms and Conditions**

### **1. Contract Period:**

The Contract is valid from the date of signing of the contract upto delivery of the cargo at Balikpapan/Jakarta Port, Indonesia in safe condition and submission of all shipping documents to BEML Limited

### **2. Volume of Business:**

Approximate dimensions and weight of the fleet of equipment are furnished in **Annexure-E**. This volume is tentative and is furnished for guidance purpose only.

### **3. Right of BEML:-**

BEML reserves right for the following:

- a) To accept or reject all or any of the tenders, without assigning any reason.
- b) The quantum of work allocated to the Successful Bidder may be increased or decreased at the discretion of BEML, at any stage of the contract.
- c) In case BEML is not satisfied with the quality of work of the successful bidder / refusal of work from successful bidder, BEML reserves the right to allot such item of work to other party and levy consequential damages for the entire expenditure in arranging party for such work / works.
- d) To extend or curtail the period of contract.

### **4. Measurement of Cargo weight/volume:**

- a) Measurement to be taken by the nominated surveyor of shipping companies/ C&F agents in presence of BEML representative at loading port to achieve the volume of the cargo. In this regard, survey report to be submitted duly signed by shipping companies/ C&F agents& BEML representative along with other documents.
- b) The Cargo size assessed by the survey report duly signed by shipping companies/ C&F agents& BEML representative jointly will be the basis for release of freight payment.
- c) Successful bidder may also appoint surveyor either at our plant or port at its own cost and risk for verifying the measurements, in presence of BEML representative.

### **5. Validity of Rates:**

The rates shall be kept valid for shipment till **4 months** from the date of opening of tender. The successful bidder shall keep the price offer valid till conclusion of the contract or award of **work order**.

Bidder / Bidders are advised to take into account all factors and components, including any fluctuations in the market rates, etc. before quoting.

**6. Laycan:** 28<sup>th</sup> June 2019 to 31<sup>st</sup> July 2019- **RORO/Break Bulk(LOLO)**

**7. Routing :** Chennai/Ennore Port, India – Balikpapan /Jakarta Port, Indonesia

**8. Place of Discharge :** Jakarta/ Balikpapan Sea Port, Indonesia

**Note: BEML reserves the right of selection of discharge port(Jakarta or Balikpapan) based on the customer requirement.**

## **9. Scope of Work:**

**9.1** Broad scope of work includes the following:

- a. C& F activities at the port of loading, i.e, at Chennai/Ennore Port, India.
- b. Arranging suitable vessel and ocean freight for 9 units BH60M dump trucks from Chennai/Ennore port to Balikpapan/Jakarta Port, Indonesia.
- c. Unloading the cargo at Balikpapan/Jakarta Port & handing over 9 units BH60M dump trucks to nominated representative of our buyer.

**9.2 Detailed scope of work is as under:**

### **9.2.1: At Loading Port Chennai/Ennore, India:**

- a) Arranging port entry passes for trailers, drivers, cleaner and BEML staff.
- b) Arranging Police permission for trailers if required
- c) Receiving the cargo at Chennai/Ennore port.
- d) Unloading the equipment from trailer using 2 nos 40 tons cranes. Slings would be required for unloading and the same is to be arranged by successful bidder.
- e) During unloading of equipment, assembling of 6 tyres and 1 dump body to be carried out on each dump truck. For assembling tyres and dump body facilities such as one 20 ton crane(escorts),one forklift, one compressor and 5 nos of labours are required.
- f) Arranging for customs clearance, filing shipping bill(with declaration," We intend to claim benefits under MEIS" and under column Reward Scheme as "YES" and other formalities for claiming incentives under FTP), inspection and Let Export permission.
- g) Security arrangement for the BEML equipment from the time of arrival to port till loading onto the vessel.
- h) Arranging for washing of equipment before loading to the vessel.
- i) Lashing of tool box to the respective equipment, if required.
- j) Loading of equipment onto vessel in case of LOLO Vessel.
- k) Arrange for Ocean freight of the cargo from Chennai/ Ennore port to Balikpapan/Jakarta sea port, Indonesia.
- l) Handing over the original bill of lading, Customs attested shipping bill and realization of DBK amount from customs

### **9.2.2: Balikpapan/Jakarta port, Indonesia:**

- a) Safe discharge & storage of cargo at the Balikpapan/Jakarta port.
- b) Handing over the cargo to nominated representative of our buyer
- c) Though, Customs clearance is the responsibility of the consignee at the Balikpapan/Jakarta port, Indonesia, it will be responsibility of the bidder to ensure seamless communication at all concerned points in the process of shipment.

## **10. Confidentiality:**

Successful Bidder shall not divulge any information with regard to goods and documents etc. to any person or agency without written permission from BEML. In event of violation, the contract will automatically stand cancelled and EMD will be forfeited.

## **11. Independent Agency:**

The Successful Bidder shall always be regarded as an independent agency and their employees shall not at any time be regarded as the employee of the BEML. BEML shall not be liable/responsible for damage, loss or injury if any caused to life or property of any persons, or employees of the Successful Bidder by reason of any acts of Omission or negligence on their part.

Nor shall the BEML be liable / responsible for claims, if any, of the employees of the Successful Bidder under the Workmen's Compensation Act or any other enactment. The Successful Bidder shall always keep BEML fully indemnified against all such claims and proceedings, if any, of their employees or their agents against the BEML.

## **12. Assignment or Sub-letting of Contract:**

Successful Bidder shall not, at any time during the contractual period, assign or sub-let the contract in full or any part thereof to any person without the prior permission in writing from BEML. Any contravention of this condition shall entitle BEML to rescind the contract and shall also render the Successful Bidder liable for payment to BEML in respect of any loss or damage arising out of or ensuing from such sub-letting or rescinding of contract.

## **13. Termination:**

- a) BEML reserves the right to terminate the contract at any time either wholly or in partly by giving a written notice. The Service Provider shall not be entitled to any compensation on account of such termination.
- b) In the event of any breach by the Successful Bidder of any condition herein or in the Contract or in the event of any misconduct on the part of the Successful Bidder or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.
- c) If at any time during the pendency of the contract, the Successful Bidder fails to render all or any of the services required under the scope of work satisfactorily, decision of the company shall be final and binding on the Successful Bidder. The company reserves the right to get the work done by other parties at the Service provider's risk and cost.
- d) In the event of the Successful Bidder going into liquidation or winding up business or making arrangements with a third party, the Company will have the right to terminate the Contract forthwith without giving any notice. The Company reserves the right to claim from the Successful Bidder any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of the Contract.
- e) In the case of change of overseas associates during pendency of contract Successful Bidder should intimate to BEML such change well in advance. In case of such changeover, it will be the responsibility of Service Provider to ensure Safety of material during the transition period.
- f) The Successful Bidder will not split, transfer or assign to any other party, any part of the Contract during the Period of the Contract.

## **14. Set-Off :-**

Any sum of money due and payable to the Successful Bidder (including EMD) under the contract may be appropriated by BEML and set-off against any claim of BEML for payment of sum of money arising out of or under other contract made by the contractor with BEML.

## **15. EARNEST MONEY DEPOSIT:**

- a) EMD of successful bidder will be converted as security deposit and will be returned on satisfactory performance of the work and completion of all obligations as per the contract terms and on submission of no demand certificate The EMD amount in respect of unsuccessful bidder will be returned.

- b) The EMD amount will be forfeited or appropriated towards no loss that may incur by BEML as a breach of any of the terms and conditions of the contract.
- c) BEML will not be liable for payment of any interest on the EMD any depreciation thereon from the time it is held by BEML.
- d) In the event of any breach of the terms and conditions of the contract, BEML shall have (without prejudice to any other rights and remedies) the right to terminate the contract forthwith and/or to forfeit the entire or part of amount of EMD or any part thereof in or towards the satisfaction of any sum due for any damages, losses, charges, expenses or cost that may be suffered or incurred by BEML due to Successful Bidder negligence or un-satisfactory performance of any service under the contract.
- e) The decision of BEML in respect of such damages, loses, charges, cost or expenses shall be final and binding on the Successful Bidder.
- f) In the event of EMD being insufficient or if the EMD has been wholly forfeited, the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Successful Bidder under this or any other contact with BEML. Should the sum also be not sufficient to cover the full amount recoverable the Service Provider shall pay to BEML on demand the remaining balance.
- g) Incase the successful bidder, backsout of the tender after becoming L1,BEML will forfeit the entire amount of EMD deposited by the successful bidder as a penalty towards non-acceptance of the contract. The decision of BEML in respect of such damages, loses, charges, cost or expenses shall be final and binding on successful bidder.

#### **16. Payment Terms:**

Payments shall be made by BEML on the basis of rates offered / negotiated with the successful bidder.

- a) Payments will be made for the actual quantity of the shipment made.
- b) 90% Ocean freight Charges and 85% of Clearing and forwarding is payable within seven working days after submission of shipping documents Viz; Original Bill of Lading along with shipping bill, invoice and other documents as per the letter of credit.
- c) Balance 10% of freight charges shall be payable after safe discharge of the cargo at discharge port and handing over to customer nominated agent/representative.
- d) Balance 15% of C&F charges shall be payable upon submitting and acceptance of EP copy, closure of EGM and flowing of shipping bill to GST site as proof of export, refund of Duty Drawback amount from Customs to BEML account and after flowing of shipping bill to DGFT site.
- e) While releasing payment for US Dollar(USD) amount, BEML will consider SBI TT Selling rate prevailing on Bill of Lading date of shipment.
- f) GST exemption available for C&F agents / CHA as per 'notification of Govt. of India' should be taken into account while raising Invoices.
- g) Successful bidder should furnish the GST remittance details to BEML.

#### **17. JURISDICTION**

Courts at Bangalore shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Contract in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

#### **18. ARIBITRATION**

Disputes if any, arising between the company and the supplier in connection with this Contract or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a sole arbitrator to be appointed by BEML. The arbitration/proceedings shall be in accordance with the 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.

## **19. Essential Conditions**

- a) Bidder should duly sign and stamp all the pages of tender document and should upload in Collaboration Folder in the BEML SRM system as a part of Technical bid.
- b) Age of the vessel should not be more than 20 years old. In case it is more than 20 years old, any consequences/delay arising due to overage of the vessel shall be to the account of successful bidder/shipping line.
- c) BEML prefers a transit time of 10-15 days of ocean transportation from Chennai port to Balikpapan/Jakarta port, Indonesia
- d) BEML reserves the right to appoint an independent surveyor to determine the weight and volume of the fleet of equipment, which forms the basis for arriving at the cargo size for payment purpose.
- e) Coordination with port authorities and required permissions for berthing at all the load ports and the Balikpapan/Jakarta port shall be arranged by the carrier/Agent/Successful bidder without involving BEML
- f) Successful bidder shall arrange to inform the authorities in Balikpapan/Jakarta port well in advance for berthing arrangements for the vessel at its own cost and risk
- g) All taxes, charges and dues of vessel if any on account of execution of this contract shall be on Successful bidder's account both at loading port and at the Balikpapan/Jakarta port.
- h) Bill of lading to be released within 48 hours from the date of sailing.
- i) Bill of Lading to be issued / signed by liners or it's agent, to comply with Letter of Credit conditions.
- j) In case of failure to place the vessel for lifting cargo as per the laycan by the successful bidder and if BEML cargo is ready at wharf or trailers waiting to be loaded, consequent detention charges, additional demurrages and any other associated charges including penal demurrage charges of port trust (consequent to the delay) shall be recovered from the successful bidder.
- k) BEML shall not be responsible for any berthing delays at load port/discharge ports.
- l) BEML reserves the right to accept the offers or reject all offers or split the scope of work between successful bidders without assigning any reasons.
- m) Coordination and required permissions from port authorities with the Port Authorities for C&F shall be arranged by the Successful bidder without involving BEML.
- n) Shipping through direct vessels is preferred. Shipping lines to provide complete route details.
- o) The Sailing Schedule of the Vessel should be sent regularly to [nwa@beml.co.in](mailto:nwa@beml.co.in).
- p) In case of increase in quantity of equipment, BEML reserves the right to negotiate the prices on case to case basis.
- q) Quotations by post / courier / FAX are not acceptable.
- r) The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.
- s) Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.



- t) Please note that activation of the Digital Signature requires at least two days' time. Thus, ensure to have digital signature activated well in time.
- u) **In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in).**
- v) While quoting its rates, the bidder is advised to take into account all factors, including any fluctuations in the market rates, etc. No request for revision of rates will be entertained on any account after acceptance of the offer or during the currency of contract
- w) In case Bidder is not quoting for all activities, then their offer shall be rejected.

## **20. Force Majeure Clause:**

Notwithstanding anything contained in the Contract, neither the Service Provider nor the BEML shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the BEML or the Service Provider. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake or acts of God, restrictions by Govt. authorities over which the Service Provider or *the acts on which* the BEML has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Service Provider along with supporting evidence and so granted by the BEML for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, BEML shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. BEML may takeover partly processed material at a mutually agreed price.

## **21. Awarding of contract:**

Awarding of the contract to the Service Provider will be subject to approval by the competent authority.

The above-mentioned Terms & Conditions of BEML are acceptable to us for participation in Tender and to service the organization, in case of being accepted as successful Bidder after Tendering Process.

**ANNEXURE “C”**

**Price Bid Format:**

Please quote the price details mentioned below on BEML SRM system only against the respective items provided therein.

**1. CHARGES FROM CHENNAI/ENNORE PORT TO BALIKPAPAN PORT, INDONESIA**

Sl.No.	Description	SRM Item Data Sl. No.	RORO/BREAK BULK(LOLO)
			UNIT PRICE PER CBM IN USD
1	OCEAN FREIGHT IN USD (CHENNAI/ENNORE PORT TO BALIKPAPAN PORT)	1	Please quote rates against the respective items in 'Item Data' in the SRM system

**2. CHARGES FROM CHENNAI/ENNORE PORT TO JAKARTA PORT, INDONESIA**

Sl.No.	Description	SRM Item Data Sl. No.	RORO/BREAK BULK(LOLO)
			UNIT PRICE PER CBM IN USD
2	OCEAN FREIGHT IN USD (CHENNAI/ENNORE PORT TO JAKARTA PORT)	2	Please quote rates against the respective items in 'Item Data' in the SRM system

NOTE-1: BEML reserves the right of selection of discharge port(Jakarta or Balikpapan) based on the customer requirement.

NOTE-2: The rates quoted in USD will be converted in INR by considering exchange rate as on date of opening of Price Bids for L1 evaluation.

NOTE-2: While releasing payment for US Dollar (USD) amount, BEML will consider SBI TT selling rate prevailing on Bill of lading date of the shipment.

**ANNEXURE “D”**

Please quote the price details mentioned below on BEML SRM system only against the respective items provided therein.

Note: The bidder who has technically qualified and who's sum of all the rates quoted as per Annexure-C & Annexure-D is lowest, will be considered as L1. Incase of Annexure -C, BEML reserves the right of selection of discharge port(Jakarta or Balikpapan) based on the customer requirement. In case of Annexure-D only non-receipted charges are considered for arriving L1

Sl. No.	Particulars	SRM Item Data Sl. No.	Unit of Measurement (UoM)	Price in Rs.	
<b>C&amp;F / Port Activities at Chennai Port</b>					
<b>NON RECEIPTED CHARGES</b>					
a	Unloading the equipment from trailer and assembling of 06 tyres and 01 dump body to each equipment.  Charges should include 2 nos 40 tons cranes, one 20ton crane, one forklift, one compressor, 5 nos labour, slings which are required for assembling.	3	Per equipment	Please enter the price in SRM.	
b	Bill of Lading charges	4	Per Bill of Lading		
c	Customs clearance, documentation and filing shipping bill charges	5	Per shipping bill		
d	Service charges	6	Per shipment		
e	Washing Charges	7	Per equipment		
f	Security charges per person per shift (if required)	8	Per person per shift		
g	Lashing of wooden box(spare parts) to the respective equipment (if required)	9	Per equipment		
h	Additional Crane rates(if required)	10	Per shift		
i	Additional Forklift rates (if required)	11	Per shift		
j	Additional compressor rates (if required)	12	Per shift		
k	Any other charges (please specify)	13	Lumpsum		
<b>RECEIPTED CHARGES</b>					
l	Port Wharfage Charges in percentage of FOB value.		At actuals against submission of original receipt		At actuals against submission of original receipt
m	Levy Charges				
n	Port Handling Charges (please quote,				

	amount payable to port authorities for using of private crane/ramp)			
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**Note 1: GST charges will be paid by BEML at actuals.**

**Note2: The bidder should furnish the tentative values for receipted charges**

**ANNEXURE “E”**

<b>DIMENSIONS AND WEIGHT OF EACH EQUIPMENT</b>						
<b>MODEL</b>	<b>Description</b>	<b>QTY</b>	<b>UNIT LENGTH IN CM</b>	<b>UNIT WIDTH IN CM</b>	<b>UNIT HEIGHT IN CM</b>	<b>UNIT GROSS WEIGHT IN KGS</b>
BH60M DUMP TRUCK	DUMP TRUCK- SELF DRIVEN WITH RUBBER TYRES	9	976	519	457	46,000
TOOL BOX	WOODEN BOX	9	125	70	65	100
SPARE PARTS BOXES	WOODEN BOXES (Box dimensions and weight mentioned are tentative, however final dimensions and weight of wooden boxes will be known after final packing)	10	126	91	123	100

