



## 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. 6300028186**

**Date: 24.06.2019**

**Sub : e- Tender for Freight & Clearance activities for Air- shipment of 1 No. Package (90 kgs) containing BEML spare parts to Dammam Air port, from Kempegowda International Airport, Devanahalli, Bangalore**

**Tender Closing Date &Time: 03.07.2019@ 14.00 hrs**

***BEML LIMITED invites tender through single bid e-mode*** from C&F agents having handled similar assignments for **Freight & Clearance Activities for Air shipment of 1 No. Package (90 kgs ) containing BEML spare parts to Dammam Air port, Saudi Arabia from Kempegowda International Airport, Devanahalli, Bangalore** 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**

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### **Instructions to Bidders**

BEML desires to appoint customs house agent (CHA) for handling of Clearance activities at Kempegowda International Airport, Devanahalli, Bangalore for shipment of spare parts to Dammam Airport, Saudi arabia. The tender consists of 2 parts. The details are as below:

Part I: Technical Bid:	- Annexure A through e-mode.
Part II - Price Bid	- Annexure B through e-mode.

This is a e-tender through our SRM E-Procurement system. All the bid details are to be submitted through electronic mode only in the system, in the prescribed formats.

#### **1. Technical Bid:**

The Technical bid to be submitted on e-mode only, as per **Annexure-A**.

- The technical Bids will be opened on the BEML SRM System at 14:00 Hrs on the tender closing date.
- Evaluation Criteria for technical Bid**: The # symbol in technical bid format denotes the mandatory parameter for which bidder has to compulsorily provide the details & documents for technical evaluation. The technical bids without details & documents in respect of mandatory parameters shall deemed to be rejected and will not be considered for technical evaluation.

The technical documents shall be uploaded on the Collaboration Folder of BEML SRM system. It should be ensured that no price details are mentioned in any of the documents uploaded as part of the Technical Bid. **In case, price details are found in technical bid, the tender shall be deemed to be rejected.**

## **2. Price Bid:**

The price bid to be submitted on e-mode in SRM system only as per the **Annexure-B**.

a) The price bids will be opened of only those bidders who are technically qualified. The evaluation of technical offers will be completed through a committee constituted for the purpose.

### **b) Evaluation criteria for Price Bid:**

**i) The bidder who is technically qualified and whose sum of all the Non-Receipted charges quoted in Annexure-B is lowest will be considered as L1 party for further processing to award the contract for air shipment from Air Cargo Complex, Bangalore.**

**ii) The bidder should quote mandatorily for all the items of Non-Receipted charges in the price bid as per Annexure-B. The price bids without Non-Receipted charges shall be deemed to be rejected.**

**iii) Only L1 party will be called for negotiation to finalize the contract.**

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

d) The bidders are advised to carefully go through the terms & conditions of tender before submitting the tender. Bidders who are presently put on hold, suspended, de-listed, banned or blacklisted by BEML are not eligible to participate in the tender.

e) Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection.

f) The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document. **No corrections/ revisions will be entertained after closing date and time of the tender.**

g) 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.

**h) 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. Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

**i) In case of any queries on Digital Signature or submission of price bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in.**

**In case of clarification on tender document, please contact BEML-IBD team on Phone: 9900024631**

All Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website [www.bemlindia.com](http://www.bemlindia.com) only. Bidders should regularly visit BEML's websites to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.

**j) Fax/email quotations are not acceptable.**

k) BEML reserves the right to accept or reject any bid without assigning any reasons thereof.

### **3. Schedule of events:**

Sl No	Particulars	Date	Time
1	Floating of e-tender in BEML website and Central Public Procurement Portal	24.06.2019	
2	Pre-bid meeting at BEML Soudha	28.06.2019	11.00Hrs
3	Last date for submission of bids	03.07.2019	14.00 Hrs
4	Opening of Technical bids.	03.07.2019	14.00 Hrs

### **4. Pre-Bid Meeting:-**

Queries from Bidders if any, will be clarified during the pre-bid meeting which would be held on 28.06.2019 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 [ibdservice@beml.co.in](mailto:ibdservice@beml.co.in) before 17:00 Hrs of 27.06.2019

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

### **5.Scope of work:**

- a) Filing of Duty Free shipping bill as per Invoice & packing list.
- b) Bidder should forward the **check list** for BEML for approval.
- c) Loading, Unloading & storing of the cargo in your warehouse Or KIAL airport, Devanahalli in case of requirement
- d) Fumigation of the packages, if applicable.
- e) Arranging for customs clearance for export.
- f) Handing over the shipment to nominated Airlines for onward shipment to Dammam, Saudi Arabia
- g) Informing the schedule of shipment to BEML.
- h) To coordinate for Airway Bill approval from BEML.
- i) Handing over of original Exporter's copy of Shipping Bill, AWB within 1 day from the date of shipment to BEML.

### **6. Price:**

The bidder should quote the prices which covers Freight and Clearance activities.

### **7. Validity of Contract:**

Validity of Contract shall be 6 weeks from the date of opening of the contract. The successful bidder shall keep the price offer valid till conclusion of the contract

### **8. Payment Terms:**

Payments shall be made for the actual quantity of shipment made and on the basis of rates agreed and negotiated with the successful bidder at time of signing the contract.

- a) 100% of Freight and Clearance charges shall be paid within 30 working days upon submission and acceptance of shipment documents viz; original AWB, exporter's copy of shipping bill along with the invoices and also goods receipt confirmation by the customer.

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

If any deviation is observed on total gross weight of the cargo, the chargeable weight as per weighment done by the Airlines and mentioned in the Airway bill shall be considered as final for payment.

## **10. Independent agency:**

The CHA shall always be regarded as an independent agency and their employees shall not at any time be regarded as the employee of the company (BEML). The Company (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 CHA by reason of any acts of commission or negligence on their part.

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

## **11.FORCE MAJEURE:**

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.

## **12.Arbitration:**

### **A. Applicable for Govt. / PSU Company**

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act,1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

### **B. Applicable for other than Govt. / PSU Company**

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed thereunder. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

### **13.Jurisdiction:**

In respect of all matters arising out or pertaining to this tender and the contract coming into existence on acceptance thereof, the cause of action shall be deemed to have arisen only at BEML. All legal proceedings pertaining to the said contract shall be instituted in courts having territorial jurisdiction over the place where the registered office of BEML is situated, i.e. at Bangalore and no other court shall have the jurisdiction.

### **14.Awarding of contract:**

Awarding of the contract to the successful bidder will be subject to approval by the competent authority. Offers with conditions & deviations to the terms will not be considered.

With best regards  
K.NAGARAJA  
ASSISTANT GENERAL MANAGER  
INTERNATIONAL BUSINESS DIVISION  
PH: 9900024631

**15.SUBJECT:** Tender for appointing of CHA for Freight & Clearance Activities for export of 1No. package (90 kgs ) containing BEML spare parts to Dammam airport from Kempegowda International Airport, Devanahalli, Bangalore

BEML desires to appoint customs house agent (CHA) for handling Freight & Clearance activities at KIAL airport, Bangalore.

The details of case's is as below:

SI No	Package No	Net Wt (kgs)	Gross Wt (kgs)	L(cm)	W (cm)	H (cm)
1	1	60.000	90.000	53	51	58
		<b>Total Wt:</b>	<b>90.000</b>	<b>kgs</b>		

Note: The above mentioned packages, measurement and weights are tentative and may increase/decrease at the time of shipment.

The bidders are required to enter the price for all the items listed at Annexure B in the 'Item Data' only in SRM System.

### **16.Instructions for Price Bid through e-mode :**

- The price bid under Annexure- B will be opened only for those bidders who have have technically qualified.
- Bidder should enter the price only in the 'Empty' box provided below the 'Price' column in Item Data.
- While, quoting the rates, the bidders are 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 period of contract.
- The bidder should not change any field in the 'Item Data' like 'Quantity' and Price Per Unit' field in SRM System.
- The bidders shall enter 'Item Wise' remarks under 'Bidders Remarks', if any.
- In respect of warehouse charges the charges should include unloading / loading of the cargo and transport to Air cargo Complex. The warehouse charges will be paid to CHA only in case of requirement and upon production of original receipt.
- The statutory levies like THC charges / GST will be paid at actuals upon production of original receipts to BEML.

### **20.Unit of Measurement:**

The unit of measurement are Shipping bill (SB), Shipment (SPT) , kg ( KG ) , Per Kg / day ( KPD ), Certificate ( CER ), Air way bill (AWB)

**Enclosed Technical Bid details:**

## PART-I

### ANNEXURE-A

#### Technical Bid through e- mode

(To be filled by CHA and to be uploaded in BEML SRM Sytem)

The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.

No corrections/ revisions will be entertained after closing date and time of tender.

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.	Description	Mandatory Parameter	Details to be Filled and/ or documents to be uploaded in PDF format
1.	Name in full of the Service Provider	#	
2.	Address of official premises along with telephone no./E Mail ID at Bangalore Or Chennai or any other place in India.	#	
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 Customs House Agent (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 Certificate.	#	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 large organizations.	#	Upload Work order / contract /experience certificate issued by customer(s).
4.(v)	The bidder should have average annual turnover of Rs 5 Lakhs 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 financial statements.
5	Warehouse details for unloading of the cargo	#	Own / Hired Upload the address of the warehouse.

**Note:** The # symbol in technical bid format denotes the mandatory parameter for which bidder has to compulsorily provide the details / documents for technical evaluation. The technical bids without mandatory parameters shall deemed to be rejected and will not be considered for technical evaluation.

I/We certify that to the best of my / our knowledge, the particulars furnished above are true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions and accept the same.

**Place:**

**Date:**

**(Signature of the Bidder)**

**Full name with seal**

**PART-II**  
**ANNEXURE-B**  
Price Bid through e- mode

**Price Bid Format: Clearance Activities for Air shipment to Dammam,Airport from Air Cargo Complex (ACC)**

Sl. No.	Particulars	SRM Item Data Sl. No.	Unit of Measurement (UoM)	Price in Rs.
<b>Clearance activities at Air Cargo Complex (ACC), Bangalore</b>				
<b>1.NON RECEIPTED CHARGES</b>				
a	Air freight charges ( Inclusive of all )	1	Per kg	<b>Please quote rates against the respective items in 'Item Data' in the SRM system</b>
b	Service charges for filing duty free shipping bill	2	Per shipping bill	
c	Loading & Unloading charges	3	Per kg	
d	Custom Clearance Documentation & EDI charges	4	Per shipment	
e	Fumigation charges	5	Per Certificate	
f	Miscellaneous charges	6	Per kg	
g	Cartage charges	7	Per kg	
h	AWB charges	8	Per shipment	
i	Warehouse charges if required	9	Per kg / per day	

**Note:**

- a) The bidder who is technically qualified and whose sum of all the Non-Receipted charges quoted in Annexure-B is lowest will be considered as L1 party for awarding the contract for Air shipments from Air Cargo Complex, Bangalore.
- b) The bidder should quote mandatorily for all the items of Non-Receipted charges in Annexure-B of the price bid. The price bids without Non-Receipted charges shall deemed to be rejected.
- c) Receipted Charges will be at actuals against submission of original bills