

#### **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. 6300028817** 

Sub: e-Tender for shipment of 3 units of BEML Pipe layer model BP41 to Lagos sea port, Apapa, Nigeria from Chennai/Ennore port.

Tender Closing Date &Time: 27.08.2019@ 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 3 units of BEML Pipe layer model BP41 to Lagos sea port, Apapa, Nigeria 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) only.

Dy. General Manager-International Business Division

Date:-31.07.2019

#### **Instructions to Bidders**

The tender consists of: -

Part I - Pre-Qualification Bid - Pre-Qualification Bid - Demand Draft of Rs.50,000 as

EMD to be submitted in sealed envelope.

Part II - Technical Bid - Annexure-A through e-mode.

Part III - Price Bid - Annexure B and Annexure-C 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. 50,000 (Rs. Fifty Thousand Only) towards EMD (Earnest Money Deposit) from any Scheduled Commercial Bank, payable to BEML Limited, Bangalore in sealed envelope by post/ courier or in person before closing date and time of the tender.

The envelope containing above said DD, shall be sealed and duly super scribed in bold letters, at the top of the envelope as "PRE-QUALIFICATION BID", "Bid Invitation No. 6300028817 dated 31.07.2019 Closing date 27.08.2019 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 EMD or submitted 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-A** 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-B and Annexure C** 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:**

The bidder is advised to carefully go through the terms and conditions of tender before submitting the tender.

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.

All bidders are advised to sign and append the seal in the Declaration Format furnished at page no 4 of this document.

This tender form is not transferable under any circumstance.

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.

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

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	31.07.2019	
	Central Public Procurement Portal		
2	Pre-bid meeting at BEML Soudha	07.08.2019	11.00Hrs
3	Last date for submission of bids	27.08.2019	14.00 Hrs
4	Opening of Pre Qualification bids	27.08.2019	14.00 Hrs
5	Opening of Technical bids of eligible parties	27.08.2019	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 07.08.2019 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 sea@beml.co.in before 17:00 Hrs of 06.08.2019

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:

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

### 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

## <u>Part -II - Technical Bid</u> (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–A in the Collaboration Folder in the BEML SRM system, along with supporting documents. 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.	PARTICULARS		BIDDERS'S REMARKS
NO		PARAMETER	
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	Documents to accompany with Tenders:		
4.(i)	(a) Bidder should possess a CHA license. Enclose a		Upload copy of the CHA
	copy of CHA License.		license.
	or	#	or
		"	
	(b) If CHA License not available, bidder should furnish		Upload copy of the CHA
	the license details of CHA who will be engaged for		license of the party
	CHA activities.		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
		π	registration certificate.
	The Bidder must be in the business of providing similar		Upload Work Order/
4.(iv)	services to various Govt / PSUs or any other	#	Contract/Experience
	organizations.	н	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		Upload audited Profit &
	submitted.	#	Loss statements.
	(Only relevant pages of audited Profit & Loss		
	statement to be uploaded without Notes and		
	enclosures)		

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: (Signature of the Bidder/Authorized signatory)

Date: 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 Lagos sea port, Nigeria 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-D.** 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. Lavcan: 15th September 2019 to 31st October 2019- RORO

#### 7. Routing:

CHENNAI/ENNORE PORT, INDIA - LAGOS SEA PORT, APAPA, NIGERIA

8. Place of Discharge: LAGOS SEA PORT, APAPA, NIGERIA

#### 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 3 units BP41 Pipe layer from Chennai/Ennore port to LAGOS SEA PORT, APAPA, NIGERIA unloading the cargo at LAGOS SEA PORT & handing over

3 units BP41 Pipe layer to nominated representative of our buyer of **M/s Morpol Engineering Services Limited. Nigeria** 

#### **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 Traffic Police permission for trailers if required
- c) Receiving the cargo at Chennai/Ennore port.
- d) Unloading the equipment from trailer **by crane/ Ramp**. If crane required, the same to be arranged by successful bidder and charges to be quoted separately. For unloading of equipment from trailer through cranes, 2 nos of 30 Ton crane and slings would be required.
- e) 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.
- f) Unloading of static cargo and spare parts boxes with forklift and loading of spare parts boxes inside vessel.
- g) Assembly of counter weight to the equipment.
- h) Loading of static cargo & spare parts boxes inside the vessel and Lashing and dunnage material has to be arranged by the successful bidder.
- i) Security arrangement for the BEML equipment from the time of arrival to port till loading onto the vessel.
- j) Arranging for washing of equipment before loading to the vessel.
- k) Arrange for Ocean freight of the cargo from Chennai/Ennore port to LAGOS PORT Nigeria.
- l) Handing over the original Bill of Lading, Customs attested shipping bill, EP copy of shipping bill and realization of DBK amount from customs.

#### 9.2.2: At LAGOS port, Apapa, Nigeria:

- a) Safe discharge & storage of cargo at the Lagos port, Apapa, Nigeria.
- b) Handing over the cargo to nominated representative of our buyer of **M/s Morpol Engineering Services Limited. Nigeria.**
- c) Though, Customs clearance is the responsibility of the consignee at the Lagos port, Nigeria, 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 subletting 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 contactor with BEML.

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

- a) The EMD of Rs50,000 remitted by the successful bidder will be returned on satisfactory performance of the work and completion of all obligations by the successful bidder under 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 contact.

- 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% of the 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.
- 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 the 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. <u>IURISDICTION</u>

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 theparties.

#### 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 transit time of 15-20 days of ocean transportation from Chennai port to LAGOS port, Nigeria.

- 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 the Port Authorities and required permissions for berthing at all the load ports and the Lagos port shall be arranged by the Carrier/Agent/Successful bidder without involving BEML.
- f) Successful bidder shall arrange to inform the authorities in Lagos 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 LAGOS 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) List of associates in respective country must be provided to enable BEML to incorporate in their Purchase Order
- o) Shipping through direct vessels is preferred. Shipping lines to provide complete route details.
- p) The Sailing Schedule of the Vessel should be sent regularly to nwa@beml.co.in.
- q) In case of increase in quantity of equipment, BEML reserves the right to negotiate the prices on case to case basis.
- r) Quotations by post / courier / FAX are not acceptable.
- s) 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.
- t) 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.
- u) Please note that activation of the Digital Signature requires at least two days' time. Thus, ensure to have digital signature activated well in time.
- v) 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.
- w) While quoting its rates, the bidderis 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
- x) 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 *theacts 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.

#### **Price Bid Format:**

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

#### CHARGES FROM CHENNAI/ENNORE PORT TO LAGOS PORT, APAPA, NIGERIA

Sl.No.	Description	SRM Item Data	RO RO
		Sl. No.	UNIT PRICE PER
			CBM IN USD
1	OCEAN FREIGHT IN USD PER CBM		Please quote per
	FOR <b>SELF DRIVEN CARGO</b> & <b>STATIC</b>		CBM rates against
	CARGO	1	the respective
		1	items in 'Item
	(CHENNAI/ENNORE PORT TO LAGOS		Data' in the SRM
	PORT,APAPA, Nigeria)		system

### NOTE-1: Please refer Annexure-D for the details of self driven cargo and static cargo details.

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-3: While releasing payment for US Dollar (USD) amount, BEML will consider SBI TT selling rate prevailing on Bill of lading date of the shipment.

# 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 – B & ANNEXURE - C is lowest, will be considered as L1. In case of Annexure C, only non receipted charges are considered for arriving L1.

Sl. No.	Particulars	SRM Item Data Sl. No.	Unit of Measurement (UoM)	Price in Rs.	
	/ Port Activities at Chennai/Ennore Port		1		
NON	RECEIPTED CHARGES				
а	Unloading of self driven cargo through cranes/ramp and static cargo through crane/fork lift and assembly of counter weight	2	Per Equipment		
b	Bill of Lading charges	3	Per Bill of Lading	Please quote rates against the respective items in 'Item Data' in the SRM system	
С	Customs clearance, documentation and filing shipping bill charges	4	Per Equipment		
d	Service charges	5	Per Equipment		
e	Washing Charges	6	Per Equipment		
f	Security charges per person per shift (if required)	7	Per person per shift		
g	Additional Forklift rates (if required)	8	Per shift		
h	Additional Compressor rates (if required)	9	Per shift		
i	Any other charges (please specify)	10	Lumpsum		
RECE	CIPTED CHARGES				
j	Port Wharfage Charges in percentage of FOB value or Lumpsum charges		At actuals against	At actuals against submission of original receipt	
k	Levy Charges (please quote, chargeable rate in rupee per ton)		submission of original receipt		
1	Port Handling Charges (please quote, amount payable to port authorities for using of private crane/ramp)				

Note1: GST charges will be paid by BEML at actuals.

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

UNI	UNIT DIMENSIONS AND WEIGHT OF EQUIPMENT							
Sl. no	MODEL	Description	QTY	UNIT LENGTH IN M	UNIT WIDTH IN M	UNIT HEIGHT IN M	UNIT GROSS WEIGHT IN KGS	Remarks
1		BASIC EQUIPMENMT -	1	5.12	3.53	3.3	26500	SELF DRIVEN WITH TRACK CHAIN MOUNTED
2	DD41	BOOM	1	6.47	1.99	0.73	740	STATIC
3	- BP41 Pipe - Layer	CASE CONTAINING HOOKS	1	1.24	0.96	0.97	100	STATIC
4		COUNTER WEIGHT (ASSEMBLED IN PORT)	16	1.03	1.23	0.61	585	STATIC
5		TOOL BOX	2	1.1	0.57	0.5	100	STATIC
6	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	1	0.5	0.5	100	STATIC

Note: Counter weight will be assembled at port.