



## 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. 6300028955**

**Date: 08.08.2019**

**Sub : e- Tender for Freight & Clearance activities for Sea- shipment containing BEML spare parts to Tincan Island port, Nigeria from CWC, Whitefield, Bangalore**

**Tender Closing Date &Time: 22.08.2019@ 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 Sea shipment of consignment containing BEML spare parts to Tincan Island port, Nigeria from CWC, Whitefield, 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.in) 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 Freight and Clearance activities at CWC, Whitefield, Bangalore for shipment of spare parts consignment to Tincan Island port, Nigeria. 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 an e-tender through our SRM E-Procurement system. All the bid details are to be submitted through electronic mode only 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 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 sea shipment from CWC, Whitefield , 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 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: 9902323037**

All Corrigendam, addendam, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website [www.bemlindia.in](http://www.bemlindia.in) 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	08.08.2019	
2	Pre-bid meeting at BEML Soudha	16.08.2019	11.00Hrs
3	Last date for submission of bids	22.08.2019	14.00 Hrs
4	Opening of Technical bids.	22.08.2019	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 16.08.2019 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 [mxparts@beml.co.in](mailto:mxparts@beml.co.in) before 17:00 Hrs of **15.08.2019**

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

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

The scope of work is to carry out Freight and Clearance activities for Sea shipment of Packages of about **5.000 cbm** on LCL basis from CWC,Whitefield, Bangalore to Tincan Island port, Nigeria.The detailed scope of work is as under:

1. Filing of DBK shipping bill as per Invoice & packing list.
2. Shipping bill should indicate the text "**we intend to claim rewards under- MEIS**" under marks & number row of the shipping and '**YES**' to be mentioned under rewards scheme.
3. Bidder should forward the **check list** to BEML for approval.
4. Arranging for customs clearance for export .
5. Stuffing of the cargo.
6. Fumigation of all the packages, if applicable.
7. Handing over of the cargo to shipping line before cut off date for onward shipment to Tincan Island port, Nigeria,
8. Informing the schedule of shipment to BEML periodically during shipment.
9. To coordinate for BL approval with BEML.
10. Handing over of original BL, Exporter copy of shipping bill within 48 hours from the date of sail of the vessel.
11. Handing over of EP copy of the shipping bill, closure of EGM and flowing of export proof to GST site, receipt of DBK amount settlement from customs to BEML and flowing of shipping bill to DGFT site for export incentives and proof of payment of GST to government.

### **6. Price:**

The bidder should quote the prices which covers Freight and Clearance activities as per **Annexure-B**.

**7. Validity of Contract:** The offer shall be kept **valid for 180 days** from the date of opening of the tender.

### **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 charges and 75% of Clearance charges is payable within 30 working days upon submission and acceptance of shipment documents viz; Original bill of lading, Exporter's copy of shipping bill along with the invoices.

- b) Balance 25% of Clearance charges will be released upon receipt and acceptance of EP copy of the shipping bill, closure of EGM and flowing of export proof to GST site, receipt of DBK amount settlement from customs to BEML, and flowing of shipping bill to DGFT site for export incentives and proof of payment of GST to government.

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

Weight and measurement indicated by BEML in the invoice(s) at the time of shipment shall be considered for payment.

For Sea shipment, if deviation in weight / Measurement is observed the survey report submitted by the authorized surveyor appointed by the successful bidder shall be considered as final for payment. The successful bidder to inform BEML in case of weight / measurement changes by providing supporting document (survey report) for necessary approval from BEML.

#### **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  
S.VISWANATHAN  
SENIOR MANAGER  
INTERNATIONAL BUSINESS DIVISION  
PH: 9902323037

**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**

**15.SUBJECT:** Tender for appointing of CHA for Freight & Clearance Activities at CWC, Whitefield, Bangalore for shipment of spare parts on LCL to Tinian Island port, Nigeria.

**The approximate total volume of the cargo is 6.000 cbm.**

**The total volume of the cargo will be shipped in multiple lots through the same L1 party selected for the subject tender with same commercial terms & conditions.**

**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 :**

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

**17.Unit of Measurement:**

The unit of measurement are Shipping bill (SB), Shipment (SPT) , kg ( KG ) , Per Kg / day ( KPD), Bill of Lading ( BL )

**Enclosed Price Bid details:**

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

**Price Bid Format: Freight & Clearance Activities for Sea shipment to Tincan Island Port, Nigeria from CWC, Whitefield, Bangalore.**

Sl. No.	Particulars	SRM Item Data Sl. No.	Unit of Measurement (UoM)	Price in Rs.
<b>C&amp;F / activities at CWC, Whitefield, Bangalore</b>				
<b>NON RECEIPTED CHARGES</b>				
a	Ocean freight charges ( Inclusive of all )	<b>1</b>	<b>Per cbm</b>	<b>Please quote rates against the respective items in 'Item Data' in the SRM system</b>
b	Service charges for filing DBK shipping bill	<b>2</b>	<b>Per shipping bill</b>	
c	IHC charges	<b>3</b>	<b>Per cbm</b>	
d	THC charges	<b>4</b>	<b>Per cbm</b>	
e	Loading / Unloading charges	<b>5</b>	<b>Per shipment</b>	
f	Documentation / Custom Clearance & EDI charges	<b>6</b>	<b>Per Shipping bill</b>	
g	Inspection charges	<b>7</b>	<b>Per shipment</b>	
h	Survey charges	<b>8</b>	<b>Per shipment</b>	
h	Fumigation charges	<b>9</b>	<b>Per shipment</b>	
i	BL charges	<b>10</b>	<b>Per Bill of Lading</b>	
j	Verified Gross Mass(VGM) charges	<b>11</b>	<b>Per shipping bill</b>	
k	Warehouse charges	<b>12</b>	<b>Per kg per day</b>	

**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 Sea shipment from CWC, Whitefield, 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.