



BEML LIMITED

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

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

TENDER NOTICE

Bid Invitation No. 6300029304

Date: 11.09.2019

Sub : e- Tender for Freight & Clearance activities for Air- shipment of BEML spare parts to Dubai Airport, from Kempegowda International Airport, Devanahalli, Bangalore

Tender Closing Date & Time: 25.09.2019@ 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 BEML spare parts to Dubai Airport, 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) only.

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

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 Dubai Airport, UAE. 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 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 shipments 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 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 Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website 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 | 11.09.2019 | |
| 2 | Pre-bid meeting at BEML Soudha | 18.09.2019 | 11.00Hrs |
| 3 | Last date for submission of bids | 25.09.2019 | 14.00 Hrs |
| 4 | Opening of Technical bids. | 25.09.2019 | 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 18.09.2019 at 1100 Hrs at the following address.

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

Firms seeking clarifications should send their queries to our email address mxparts@beml.co.in before 17:00 Hrs of 17.09.2019

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

5.Scope of work:

- a) Filing of DBK shipping bill as per Shipment Instruction, Invoice & packing list.
- b) 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.
- c) Bidder should forward the check list to BEML for approval.
- d) Loading, Unloading & storing of the cargo in your warehouse Or KIAL airport, Devanahalli as the case may be in case of requirement.
- e) Arranging for customs clearance, let export permission and to hand over the shipment to your nominated airlines for onward shipment to Dubai.
- f) Fumigation of the packages.
- g) Shrink Wrap all the packages of the shipment to avoid damage due to monsoon, if required as per SI.
- h) Informing the schedule of shipment to BEML.
- i) To coordinate for Airway Bill approval to obtain within 48 hours.
- j) Handing over of one set of Exporter's copy of Shipping Bill, AWB within 2 days from the date of shipment.
- k) 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:

Freight & Clearance charges will be paid to the CHA in Indian rupees as per the terms & conditions of the contract.

7. Validity of Contract:

Validity of Contract shall be 6 weeks from the date of opening 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) 75% of Freight & 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 Freight & 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 Air shipment, if 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
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 | Documents to accompany with Tenders: | | |
| 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. (Only relevant pages of audited Profit & Loss statement to be uploaded without Notes and enclosures.) | # | 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