



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.6300031761

Date:-11.02.2020

Sub : e-Tender for Clearance activities for shipment of Thirteen(13) units of BEML Equipment to Balikpapan sea port , Indonesia , from Chennai port.

Tender Closing Date &Time: 02.03.2020@ 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 clearance activities for shipment of 13 units of BEML Equipment for export to Balikpapan sea port, Indonesia from Chennai port with the enclosed terms and conditions for submission within the due date mentioned above.

Note: Tentative date of shipment: March 2019

Corrigendum, if any will be posted on BEML website (www.bemlindia.in) only.

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

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 to be submitted through e-mode. |
| Part III - Price Bid | - Annexure B 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. 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. 6300031761 dated 11.02.2020 Closing date 02.03.2020 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 EMD 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 1430 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** 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 Central Public Procurement Portal	11.02.2020	
2	Pre-bid meeting at BEML Soudha	18.02.2020	11.00Hrs
3	Last date for submission of bids	02.03.2020	14.00 Hrs
4	Opening of Pre Qualification bids	02.03.2020	14.30 Hrs
5	Opening of Technical bids of eligible parties	02.03.2020	15.00 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 **18.02.2020** 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 nwa@beml.co.in before 17:00 Hrs of 17.02.2020

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.
Part-2	Technical Bid - To be uploaded in Collabaration folder in the SRM system.
	a) Tender document from page no 01 to page no 11 duly signed and stamped on all pages
	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) 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

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-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.

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 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 Rs 50 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 Profit & Loss statements.

Note : 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 up to customs clearance and safe loading of the cargo onto the vessel advised by BEML and submission of all shipping documents to BEML Limited

2. Volume of Business:

Approximate dimensions and weight of the per equipment are furnished in **Annexure-C**. 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. Validity of Rates:

The rates shall be kept valid for shipment till **3 months** from the date of opening of tender or till completion of entire scope of work as per contract or work order. 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.

5. Scope of Work:

Scope of work includes at Chennai port, 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 port.
- d) Unloading of 07 units of BH60 Dump trucks chassis, dump body and tyres, 01 unit of BD155, 1 unit of BD355, one unit of BG605I from trailer. Slings would be required for unloading and the same is to be arranged by successful bidder.
- e) 01 unit of BH100 dump truck and 02 units of BE1000-1 excavator will not be unloaded from the trailers as the same will be taken to the hook point for loading on to the break bulk vessel.
- f) Assembling of 6 tyres and 1 dump body to be carried out on each BH60M Dump truck. Assembly of 6 tyres and Cabin on BG605I if required. For assembling tyres, dump body, cabin facility such as one 20-ton crane(escorts), one forklift, one compressor and 5nos of labours are required.
- g) Unloading of static cargo and spare parts boxes with cranes & forklift.
- h) 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.
- 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) Loading of cargo onto the vessel advised by BEML.
- l) Handing over the original Bill of Lading, Customs attested shipping bill, EP copy of shipping bill and realization of DBK amount from customs.

6. 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.

7. 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.

8. 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.

9. Termination:

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.

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.

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.

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.

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.

The Successful Bidder will not split, transfer or assign to any other party, any part of the Contract during the Period of the Contract.

10. 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.

11. 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 contract.
- e) The decision of BEML in respect of such damages, losses, 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 contract 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.

12. 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) 80% 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 20% 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.
- d) GST exemption available for C&F agents / CHA as per 'notification of Govt. of India' should be taken into account while raising Invoices.
- e) Successful bidder should furnish the GST remittance details to BEML.

13. 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.

14. 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.

15. Essential Conditions

- a) Bidder should duly sign and stamp all the pages (page no 1 to page no 11) of tender document and should upload in Collaboration Folder in the BEML SRM system as a part of Technical bid.
- b) 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.
- c) Coordination and required permissions from port authorities with the Port Authorities for C&F shall be arranged by the Successful bidder without involving BEML.
- d) In case of increase in quantity of equipment, BEML reserves the right to negotiate the prices on case to case basis.
- e) Quotations by post / courier / FAX are not acceptable.
- f) 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.
- g) 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.
- h) Please note that activation of the Digital Signature requires at least two days' time. Thus, ensure to have digital signature activated well in time.
- i) **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.**
- j) 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
- k) In case Bidder is not quoting for all activities, then their offer shall be rejected.

16. 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.

17. 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 "B"

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 non received charges quoted in Annexure-B is lowest, will be considered as L1.

Sl. No.	Particulars	SRM Item Data Sl. No.	Unit of Measurement (UoM)	Price in Rs.
C&F / Port Activities at Chennai Port				
NON-RECEIPTED CHARGES				
a	Unloading the equipment BH60, BD155, BD355 and BG605I from trailer	1	Per equipment	Please enter the price in SRM.
b	Assembly of 06 tyres and dump body for BH60M Dump Truck	2	Per equipment	
c	Assembly of 06 tyres and cabin for BG605I (if required)	3	Per equipment	
d	Bill of Lading charges	4	Per Bill of Lading	
e	Customs clearance, documentation and filing shipping bill charges	5	Per shipping bill	
f	Service charges	6	Per shipment	
g	Washing Charges	7	Per equipment	
h	Security charges per person per shift (if required)	8	Per person per shift	
i	Additional Crane rates(if required)	9	Per shift	
j	Additional Forklift rates (if required)	10	Per shift	
k	Additional compressor rates (if required)	11	Per shift	
l	Any other charges (please specify)	12	Lumpsum	
RECEIPTED CHARGES				
m	Port Wharfage Charges in percentage of FOB value.		At actuals against submission of original receipt	At actuals against submission of original receipt
n	Levy Charges			
o	Port Handling Charges (please quote, amount payable to port authorities for using of private crane/ramp)			

Note 1: GST charges will be paid by BEML at actuals.

DIMENSIONS AND WEIGHT OF EACH EQUIPMENT							Remarks
MODEL	Description	QTY	LENGTH IN CM	WIDTH IN CM	HEIGHT IN CM	GROSS WEIGHT IN KGS	
BH60M	DUMP TRUCK	7	950	505	470	44,000	Self-Driven Tyre Mounted
BD155	BULL DOZER	1	890	415	430	42,000	Self-Driven Chain Mounted
BD355	BULL DOZER	1	938	425	421	58,000	Self-Driven Chain Mounted
BG605I	MOTOR GRADER	1	950	250	370	14000	Self-Driven Tyre Mounted
BE1000	EXCAVATOR UPPER STRUCTURE, UNDER CARRIAGE	2	770	540	4.5	59000	STATIC CARGO
	COUNTER WEIGHT		348	82	170	16500	
	CYLINDER BOX-1		370	68	70	800	
	CYLINDER BOX-2		370	68	70	800	
	BOOM ASSY		970	300	150	11500	
	ARM ASSY		500	60	150	4800	
	BUCKET ASSY		252	205	190	4800	
	CABIN		160	100	166	300	
	FALL OVER PROTECTION		224	98	250	800	
BH100	DUMP TRUCK BH100 CHASIS WITH CABIN ASSEMBLED WITH REAR AXLE	1	840	530	450	49340	STATIC CARGO
	DUMP BODY		1040	600	330	13860	
	HANDRAIL AND CAT WALK (KEPT IN DUMP BODY)		300	195	120	220	
	FRONT HAND RAIL (KEPT IN DUMP BODY)		220	30	110	30	
	TYRE AND RIM ASSY (6 NOS) - KEPT IN DUMP BODY		262	262	70	10800	
TOOL BOX	WOODEN BOX	13	125	70	65	100	STATIC CARGO