



**BEML LIMITED**

(A Govt. of India Mini Ratna Company under Ministry of Defence)  
"Bangalore Complex"  
PB No – 7501, New Thippasandra Post. ,  
Bangalore – 560 075.

**Phone: 080 – 25243363/ 25022632**

**TENDER NOTICE**

**Bid Invitation No. 6300032192**

**Date:- 11.03.2020**

**Sub : Tender for Air shipment of Complete Bogie Assy. and Primary spring from Hyundai Rotem Company, Changwon plant, Korea to BEML Ltd, Bangalore Complex, Bangalore on DAP basis.**

**Tender Closing Date & Time: 16.03.2020 @ 17.00 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, Air shipment of Complete Bogie Assy. and Primary spring from Hyundai Rotem Company, Changwon plant, Korea to BEML Ltd, Bangalore Complex, Bangalore on DAP basis with the enclosed terms and conditions for submission within the due date mentioned above.***

**Corrigendum, if any will be posted on BEML website ([www.bemlindia.com](http://www.bemlindia.com)) only.**

**Asst. General Manager  
Metro Purchase  
BEML Ltd.,  
Bangalore Complex.**

## Instructions to Bidders

The tender consists of: -

Part I - Technical Bid	- <b>Annexure-A through e-mode.</b>
Part II - Price Bid	- <b>Annexure-B through e-mode.</b>

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.

### **Part-I: 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 after 17:30 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 II: 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.

### **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:**

<b>Sl. No</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
1	Floating of e-tender in BEML website and Central Public Procurement Portal.	11.03.2020	
2	Last date for submission of bids	16.03.2020	17.00 Hrs
3	Opening of Technical bids	16.03.2020	17.30 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.

Firms seeking clarifications should send their queries to our email address [metro.rm2@beml.co.in](mailto:metro.rm2@beml.co.in) before 17:00 Hrs of 14.03.2020.

#### **Check list before submitting the tender**

**The bidder is requested to ensure that the following are fulfilled:**

<b>Part-I</b>	<b>Technical Bid –</b> To be uploaded in Collaboration folder in the SRM system.
	a) Tender document from page no 01 to page no 8 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
<b>Part-II</b>	<b>Price Bid (As per Annexure-B) - Please quote the price details in BEML SRM system only against the respective items provided therein.</b>

### **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 e)	
4	<b>Documents to accompany with Tenders:</b>	
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. <b>(Only relevant pages of audited Profit &amp; Loss statement to be uploaded without Notes and enclosures)</b>	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 to till shipment of consignment to BEML or 31.03.2020 whichever is later.

### 2. Volume of Business: - Single consignment

### 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:

SI No	Description	Qty. Per Box	No. of Consign ment	Approx Weight per Box in Kg	No of Boxes	Apprx. Total weight in Kgs.	Box Measurement/Size (apprx)			
							Length	Width	Height	CBM
1	Bogie Assembly Motor Bogie	1 No	Single Consign ment	6650	8	53200	2900	4200	1500	18.27
2	Bogie Assembly Trailer Bogie	1 No		5650	4	22600	2900	4200	1500	18.27
3	Primary Spring	8 SET		700	1	700	-	-	-	-
Total Weight						76500.00				219.24

### 5. Validity of Rates:

The rates shall be kept valid from the date of opening of tender to receipt of consignment at BEML Bangalore complex. 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. Place of Pickup

Hyundai Rotem Company,  
Changwon Plant,  
South Korea  
Postal Code - 51407

**7. Place of Delivery:**

BEML Ltd., Bangalore complex

**8. Scope of Work:**

1. Arranging for suitable vehicle at South Korea for pick up of cargo from Hyundai Rotem Company, Changwon Plant, South Korea.
2. Arranging for cargo clearance at Korean Airport
3. Arranging for Air freight of the cargo from Korea Air Port to Bangalore Air port.
4. Custom clearance at Bangalore Airport is BEML scope.
5. Arranging of suitable vehicle at Bangalore Airport to deliver the cargo to BEML Ltd., Bangalore complex.
6. Materials delivered receipt acknowledgement to be obtained from BEML stores and to be forwarded to BEML purchase for payment process.
7. Successful bidder shall ensure Safe movement of Cargo till consignee location. Successful bidder is responsible for cargo damage/loss.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

### **13. 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 each shipment after completion cargo delivery at BEML.
- b) Within 60 days 100% payment will be made through RTGS on submission of original invoice with all relevant documents including proof of delivery.
- c) GST set off/exemption is available as per 'notification of Govt. of India' should be taken into account while raising Invoices.
- d) Successful bidder should furnish the GST remittance details to BEML.
- e) As per BEML standard payment terms payment will be on 60<sup>th</sup> day from the date of receipt of consignment at BEML.

### **14. JURISDICTION**

Courts of Bangalore alone shall have jurisdiction to decide any issue / dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts.

### **15. ARIBITRATION**

Disputes if any, arising between BEML and the supplier in connection with this Purchase Order 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 Arbitration and Conciliation Act 1996 and Rules framed there under.

The place of arbitration shall be at Bangalore 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. Supply under the purchase order, if reasonably possible, may continue by mutual agreement during the dispute / arbitration proceedings.

### **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"

#### Price Bid Format:

Please quote the price details as below mentioned in BEML SRM system only against the respective items provided therein.

#### Air shipment of Complete Bogie Assy. and Primary spring from Hyundai Rotem Company Changwon Plant, South Korea to BEML Ltd, Bangalore Complex, Bangalore on DAP basis.

Sl. No.	Description	Qty. in Kg (Approx.)	Unit Price in	SRM Item Data Sl. No.	Unit Price in INR
1	Origin Charges	76,500.00	INR	1	Please quote rates against the respective items in 'Item Data' in the SRM system
2	Air Freight charges	76,500.00	INR	2	
3	Destination Charges	76,500.00	INR	3	

#### Note :

- Origin Charges** - Trucking/Transportation charges (from Hyundai Rotem Company Changwon plant, South Korea to Korean Air Port), Origin Terminal Handling Charges, origin CFS charges, Origin Unloading charges, BL Fees, Custom Documentation /Clearance/ Examinassions Charges, any other charges etc.. (Firm to upload Price break up details for origin charges along with bid)
- Air Freight Charges** – Air Freight charges from Korea Air Port to Bangalore Air port.
- Destination Charges** – Trucking/transportation charges from Bangalore Air port to BEML Ltd., Bangalore complex.
- Customs clearance** – Customs clearance and Duty payment is under BEML scope.
- GST** - GST charges will be paid by BEML at actual.
- L1 status will be arrived on landed cost of line item 1 + line item 2+Line item 3, loading interest @12% per annum would be added to arrive at L1 for firms/freight forwarder who do not agree for BEML standard payment terms.
- The firm to offer their quote for air lifting the consignment on urgent basis within 1-2 days after confirmation of readiness of consignment by HRC or BEML.
- The tentative date for Airlifting of consignment would be 18.03.2020 to 20.03.2020.