



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

Sub : Bid Invitation No. 6300034835

Date:-09.11.2020

Subject : e- tender for appointing Customs House Agent (CHA) for clearance activities for export of spare parts consignment from Inland Container depot (ICD), Whitefield, Bangalore on FCL basis for 20' Container.

Tender closing Date and Time : **04.12.2020 at 14.00 hours**

BEML LIMITED invites tender through e-mode in two bid system from reputed CHA firms for clearance activities for export of spare parts from *Inland Container depot (ICD), Whitefield, Bangalore on FCL basis for 20' Container* for a period of 1 (One) Year, in accordance with the enclosed terms and conditions by the due date and time mentioned above.

All Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.com only. Bidders are advised to regularly visit BEML's website to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.

Enclosure : as above

Dy. General Manager
International Business Division

Instructions to Bidders

BEML desires to appoint CHA firms for clearance activities for export of spare parts consignment for FCL (20' Closed Container) from ICD, Whitefield, Bangalore for a period of 1 (One) Year.

The tender consists of three parts :

- Pre-Qualification Bid – To be submitted manually.
- Technical Bid - through e-mode
- Price Bid - through e-mode

1. Pre-Qualification Bid:

As a part of Pre-Qualification process, bidder needs to furnish the following by post/Courier or by hand before closing date and time of the tender:

Account Payee Demand Draft (DD) for Rs 15,000 (Rupees Fifteen Thousand Only) towards EMD (Earnest Money Deposit) in favour of BEML Limited, payable at Bangalore and the above said Demand Draft (DD) shall be submitted in Sealed envelope duly super scribing the Bid Invitation No. 6300034835 dated 09.11.2020, Closing date 04.12.2020 and Time 14:00 Hrs at the top of the envelope.

All the bidders are advised to submit **EMD in Demand Draft only before closing date & time of the tender**. In the event of those bidders who have submitted EMD other than Demand Draft shall be rejected.

The bidder may also submit the valid MSME certificate in place of EMD if the bidder is MSME.

The words “PRE-QUALIFICATION BID ” to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

**Dy.General Manager
International Business Division
BEML Soudha, 23/1, 4th Main, S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India**

Alternatively it can also be dropped in the Tender Box which is kept in Room No.2, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

The 'Pre-Qualification Bid' shall be opened at 14:00 hrs in Corporate Office on the tender closing date in presence of the bidders or their authorized representatives who wish to be present at their own cost.

2. Technical Bid:

The Technical bid to be submitted on e-mode only, as per **Annexure-A**.

a. The technical Bids will be opened on the BEML-SRM platform at 14:00 Hrs on the tender closing date. **The technical bids of only those bidders who are meeting the pre- qualification criteria shall be opened and considered for evaluation.**

b. **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 platform. 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.**

3.Price Bid:

The price bid to be submitted on e-mode in BEML-SRM platform only as per the **Annexure-B**.

The price bids will be opened only for those bidders who are technically qualified. The evaluation of technical offers will be completed through a committee constituted for the purpose.

a) Evaluation criteria for Price Bid:

i) The bidder who is technically qualified and whose sum of all the Non-Received charges quoted in Annexure-B is lowest will be considered as L1 party and will be called for negotiation meeting for finalizing the respective contracts.

ii) The bidder should quote mandatorily for all the items of Non-Received charges in the price bid as per Annexure-B, Annexure-C and Annexure-D. The price bids without Non-Received charges shall deem to be rejected.

iii) Only L1 party will be called for negotiation to finalize the contract.

b) The date & time of opening of price bids will be conveyed to all the technically qualified bidders in advance. Due to pandemic situation, price bids will be opened in the presence of bidders through VC with their authorized representatives. Necessary links will be shared for accessing the price bid meeting.

c) EMD of unsuccessful bidders will be returned after finalization of the contract with the successful bidder. The deposit towards EMD shall not carry any interest.

a) The bidders are advised to carefully go through the terms & conditions of the 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 over Phone: 9902323037 or through E-mail:mxparts@beml.co.in

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.

4.Schedule of events:

Sl No	Particulars	Date	Time
1	Floating of e-tender in BEML website and Central Public Procurement Portal	09.11.2020	
2	Pre-bid meeting through VC	20.11.2020	11.00Hrs
3	Last date for submission of bids	04.12.2020	14.00 Hrs
4	Opening of Technical bids.	04.12.2020	14.00 Hrs

5.Pre-Bid Meeting:-

Queries from Bidders if any, will be clarified during the pre-bid meeting through VC which would be held on 20.11.2020 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 mxparts@beml.co.in before 17:00 Hrs of 19.11.2020.

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

6. Eligibility Criteria:

- 1) The bidder's company should be registered in India.
- 2) The bidder's company should have a valid CHA license.
- 3) The bidder's company should have PAN card and GST registration certificate.

The above documents need to be produced by bidder as and when required or demanded by BEML, failing which the contract will be terminated.

7.Scope of Work:

Detailed scope of work for Sea shipment is as under:

- 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) CHA should forward the check list to BEML for approval.
- d) Loading , Unloading & storing of the cargo at ICD, Whitefield Or CHA designated warehouse as and when shipment is under process.
- e) Arranging for customs clearance, let export permission and to hand over the shipment to the nominated shipping agency as per shipment Instruction given by BEML at the time of shipment.
- f) Survey report to be carried by competent and reputed surveyor and same to be submitted to BEML as and when demanded by BEML.
- g) Stuffing of the cargo.
- h) Lashing of the cargo

- i) Fumigation of the packages, if applicable.
- j) Informing the schedule of shipment to BEML periodically during shipment.
- k) To coordinate for Bill of Lading to obtain within 48 hrs .
- l) Payment of liner charges within 48 hours from the date of receipt of debit note from the liner.
- m) To transfer Exporter copy of shipping bill online once LEO completed for the shipping bill.
- n) 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.

8. Price:

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

9. Period of Contract:

Period of Contract shall be for 1 year from the date of signing of the contract and prices shall be firm for the entire period of the contract.

10. 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 Clearance & Forwarding 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.

11. 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.

In case of deviation in weight / Volume is observed, the value of weight / CBM mentioned in the final BL document as per the survey report submitted by the authorized surveyor appointed for the purpose by the CHA shall be considered as final for payment.

12. Volume of Work:

There will be approximately about 4 to 6 shipments in one year period with an approximate volume of 120 cbm per annum.

No guarantee can be given as to any definite volume of work, which will be entrusted to the CHA at any time or throughout the period of the contract.

BEML Reserves the Right to : Place the contract simultaneously or at any time during the contract with one or more CHA as it may think fit, even by calling fresh tenders and / or by negotiations and appoint some other CHA, if the performance of CHA is not to the satisfaction of BEML.

13. 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.

14. Earnest Money Deposit:

The EARNEST MONEY DEPOSIT (EMD) of Rs.15,000/- (Rupees Fifteen Thousand only) remitted by the Successful Bidder is liable to be forfeited or appropriated towards any loss that may be incurred by BEML as a result of breach of any of the Terms and Conditions of the Contract. The EMD will be returned on satisfactory performance of the work and completions of all obligations by the Service Provider, under the contract terms and on submission of a "NO DEMAND CERTIFICATE".

BEML will not be liable for payment of any interest on the EMD submitted to BEML.

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.

In Case the successful bidder, backs out of the tender after becoming L1, Or during the course of the contract, BEML will forfeit the entire amount of EMD deposited by the bidder as penalty towards non-acceptance of the contract. The decision of BEML in respect of such damages, losses, charges, cost or expenses shall be final and binding on the Successful Bidder.

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.

15.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.

16. Price Bid Validity:

The price bid submitted by the bidders is valid for 90 days (ninety days) from the date of tender opening.

BEML's acceptance of the tender at the quoted / negotiated rates will be binding on the bidder during the tenure of contract.

17.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.

18.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.

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)	Bidder should possess valid Customs House Agent (CHA) License.	#	Upload copy of valid CHA license.
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 Private 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 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 for the previous 2 years.
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

19. Instructions for Price Bid through e-mode :

- a. The price bids under Annexure- B will be opened only for those bidders who have submitted the EMD as Pre-Qualification and 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 at the CHA, warehouse 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 local charges like IHC, THC, BL, VGM, Repositioning charges for the Container and Vessel Certificates issued by the shipping line as per the LC will be reimbursed to CHA with supporting bills of shipping line.
- h. The statutory levies like CFS charges / GST will be paid at actuals upon production of original receipts to BEML.

20. Unit of Measurement:

The unit of measurement are Cubic meter (CBM), Shipping bill (SB), Shipment (SPT) , kg (KG) , Per Kg / day (PKD), Certificate (CER), Bill of Lading (BL) , Package (PKG)

Enclosed Price Bid details:

ANNEXURE-B

Price Bid Format: Clearance Activities for Sea shipment for FCL 20' Closed Container from ICD, Whitefield, Bangalore.

Sl. No.	Particulars	SRM Item Data Sl. No.	Unit of Measurement (UoM)	Price in Rs.
<u>C&F activities for FCL 20' Closed Container from ICD, Whitefield, Bangalore</u>				
NON RECEIPTED CHARGES				
a	Service charges for filing DBK shipping bill	1	SB	Please quote rates against the respective items in 'Item Data' in the SRM system
b	Loading / Unloading charges	2	CNT	
c	Documentation / Custom Clearance & EDI charges	3	SB	
d	Inspection charges	4	CNT	
e	Fumigation charges	5	SPT	
f	Survey charges	6	CNT	
g	Stuffing charges	7	CNT	
h	Lashing charges	8	CNT	
i	Seal Charges	9	CNT	
j	Warehouse charges	10	PKD	

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 and will be called for negotiation meeting for finalizing the contract for FCL-Sea shipment for 20' Closed Container from CWC, Whitefield, Bangalore.
- b) The local charges like IHC, THC, BL, VGM, Re-positioning charges of the Container and Vessel Certificates issued as per the LC by the shipping line will be reimbursed to CHA with supporting bills from the shipping line.
- c) The statutory charges like Concor / CFS charges and GST are payable at actuals.
- d) 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 deem to be rejected.