



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

TENDER NOTICE

Bid Invitation No. 6300036284

Date:-04.08.2021

Sub : e-Tender for freight and clearance activities for Sea shipment of Spare parts of BD14W from Central Warehouse Corporation (CWC), Whitefield, Bangalore/ CHA designated warehouse in Bangalore on LCL (Less than Container Load) basis to Chittagong (Indo-Bangladesh Border) to Roads and Highways Department (RHD) Tejgaon, Dhaka, Bangladesh.

BEML LIMITED invites tenders through e-mode in two bid system, i.e. *Technical bid & Price bid* for services of freight and clearance activities for Sea shipment of spare parts from Central Warehouse Corporation (CWC), Whitefield, Bangalore/CHA designated warehouse in Bangalore on LCL basis to Chittagong (Indo Bangladesh border) to Roads and Highways(RHD) Tejgaon, Dhaka, Bangladesh.

The details of terms and conditions are enclosed.

Tender Closing Date &Time: 27.08.2021 @ 14.00 hrs

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

Assistant General Manager
Corporate Materials

For BEML LIMITED

Asst. General Manager
Corporate Purchase

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1. INTRODUCTION:

BEML Limited is a leading multi-technology and multi-location company under the Ministry of Defence, Government of India, offering high-quality products for diverse sectors of economy such as coal, mining, steel, cement, power, irrigation, construction, road building, aviation, defence, metro and railways.

2. INVITATION FOR TENDER

BEML received contract from Road & Highway division (RHD), Bangladesh for supply of Spare parts to RHD, Bangladesh. Delivery of Spare parts is for Tejgaon, Dhaka, Bangladesh.

In order to deliver the spare parts up to Tejgaon, Dhaka, Bangladesh, BEML invites tender for appointing C&F agent for freight and clearance activities for Sea shipment of spare parts from Central Warehouse Corporation (CWC), Whitefield, Bangalore/CHA designated warehouse in Bangalore on LCL basis to Chittagong (Indo-Bangladesh Border) to Roads and Highways Department (RHD) Tejgaon, Dhaka, Bangladesh.

3. ELIGIBILITY CRITERIA

- a. The bidder's company should be registered in India
- b. The bidder's company should have PAN card and GST registration certificate
- c. The bidder's company or his associate should have valid CHA license.

4. INSTRUCTIONS TO BIDDERS

The tender consists of three (3) parts, details are as below: -

Sl no		Nature of Bid	Mode of Submission
1	Part I	Pre-Qualification Bid	Manual mode.
2	Part II	Technical Bid	Through E-mode (BEML SRM Platform)
3	Part III	Price Bid	Through E-mode (BEML SRM Platform)

This is a two-bid Tender on BEML-SRM Platform. All the details for both Technical Bid and Price Bid are to be submitted through electronic mode only and 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:

Bidder needs to furnish the following by post/ courier or by person before closing date and time of the tender:

An amount of Rs.10,000 (Rs. Ten Thousand Only) towards EMD (Earnest Money Deposit) from any Scheduled Commercial Bank payable to BEML Limited, Bangalore.

The Bidder shall submit their pre-qualification bid in a sealed envelope with duly super scribed in bold letters, at the top of the envelope as **"PRE-QUALIFICATION BID", "Bid Invitation No. 6300036284 dated 04.08.2021 Bid Closing date 27.08.2021 and Time 14:00 Hrs -"** and drop at "Tender Box" placed at "Room No 1" on below mentioned address or send the same by pre-registered post or by

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recognised courier to below mentioned address and same should reach the address on or before the closing date & time of the tender.

**ASSISTANT GENERAL MANAGER – CORPORATE MATERIALS
BEML LIMITED.,
BEML SOUDHA, 23/1, 4TH MAIN, S.R. NAGAR,
BANGALORE – 560 027
KARNATAKA, INDIA**

Bids of those bidders, who do not submit “Pre-Qualification bids” before the prescribed closing date and time will be rejected.

Instruction for submission of EMD:

a) Every bidder shall deposit an amount of **Rs.10,000 (Rupees Ten Thousand only)** as Earnest Money Deposit to BEML limited through any of the following mode before the Tender/ Bid closing date as indicated below:

(i) **Account Payee Demand Draft / Banker’s Cheque** in favour of **BEML Limited from any of the commercial bank**

(OR)

(ii) Through NEFT / RTGS in favour of BEML Limited. *(Division Bank A/c details and IFSC)*

- Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- Read the terms & conditions, tick the acceptance box and click on Proceed.
- In ‘Select State’ dropdown, select All India and click on the Go button.
- In ‘Select Payment Category’, select EMD/ Tender Fee.
- Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs. 10000
- If EMD online payment is not possible, bidder may do the NEFT payment to the following bank details

Cash Credit Account No. 56133037105
Beneficiary Name : BEML LIMITED
IFSC : SBIN0060133
State Bank of India
Mission Road Branch
Bangalore

b) Please ensure that online /NEFT payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender Please ensure that online payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender.

Proof of NEFT/RTGS shall be submit as pre-qualification bid within prescribed date and time.

c) Bids of those Bidders, who have submitted the EMD in any form other than **Demand Draft/NEFT/RTGS**, will be rejected.

d) **Exemption for payment of EMD:**

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD. Bidder / Contractor should submit valid MSME / NSIC / Udyog Aadhar

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certificates/Udyam Certificate or Certificate issued by Central Purchase Organization or the concerned Ministry or Department for EMD exemption.

- e) The Earnest Money Deposit shall remain deposited with BEML limited for the period of 120 days from tender opening date. If the validity of the offer is extended, the Earnest Money Deposit duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by BEML.
- f) No interest will be payable by BEML on the EMD.
- g) The EMD deposited is liable to be forfeited, if the tenderer withdraws or amends or refuse to execute the order for the reasons whatsoever.
- h) Refund of EMD:

01	Bidder is disqualified at Prequalification stage	EMD amount received will be returned back immediately to the bidder by the purchase department, if bidder has not qualified as per pre-qualification criteria
02	If the bidder is disqualified at Technical Evaluation stage	EMD amount will be returned back to the bidder within 14 days from the date of technical evaluation.
03	If the Bidder is disqualified at Commercial evaluation stage	EMD amount will be refunded to unsuccessful bidder, within 14 days from the date of awarding of contract.

- i) EMD of the successful bidder will be converted as security deposits and the balance amount of security deposits should be met by the bidder as per the contract / agreement conditions.
- j) Likewise, if the tender is cancelled for what so ever reason, then EMD will be refunded to all the bidders without any interest.
- k) Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

Sno	Particulars	To be filled & submitted along with DD/Banker's Cheque
1	BANK NAME	
2	BRANCH NAME	
3	CITY	
4	IFSC CODE	
5	ACCOUNT NO	
6	BENEFICIARY NAME	

The 'Pre-Qualification Bid' shall be opened at 1430 hrs on Date -27.08.2021 at BEML's Corporate Office

Part-II: Technical Bid:

Following documents are required to be submitted through electronic mode in BEML SRM platform

- a. Duly filled **Annexure-A** along with all the supporting documents into Collaboration Folder of BEML SRM platform.
- b. Duly filled **Annexure-D, Annexure-E & Annexure-F**

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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 documents, the bid is liable to be rejected.

Technical Bids will be automatically opened on the BEML SRM Platform at 1400 Hrs on the closing day of tender. Technical bids of only those bidders who are fulfilling the pre-qualification criteria shall be considered for further evaluation. The bidders who wish to be present at the time of opening of Technical bid may present at their own cost.

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' of only those bidders who are qualified in technical evaluation by technical committee, shall be opened.

The date and time of opening of price bids will be conveyed to all the technically qualified bidders through e-mail.

- 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.

Bidder should note the following points for Pre-Qualification bid:

General Conditions:

1. Technical Bids will be automatically opened on the BEML SRM Platform at 14:00 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.
2. BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage.
3. 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.
4. 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.
5. If owner is having multiple group then only one should to participate.
6. The bidder is advised to carefully go through the terms and conditions of tender before submitting the tender.
7. In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender.

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8. All bidders are advised to sign and append the seal in the Declaration Format as per **Annexure D** of this document.
9. 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.
10. Technical Bid & Commercial Bid submitted through manual mode /e-mail /fax will not be considered and is liable for rejection.
11. Bidders are requested to indicate their valid E-mail ID, Telephone number/Mobile Number, contact person details and correspondence address clearly in their quotation. Any communication / correspondence from BEML will be communicated through E-mails/contact number/correspondence address which is provided by the bidder in their quotation.
12. Non-compliance with any of the tender conditions set forth thereon and incomplete, conditional and ambiguous offers are liable for rejection.
13. 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 Platform, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.
14. BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
15. The due date for submission of tenders may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original NIT only at BEML Limited's website**. Validity of bids submitted shall be deemed to be extended accordingly.
16. BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
17. Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. In case if purchase order is already issued by BEML, BEML reserves the right to cancel the order without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.
18. BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third-party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected and their EMD would be forfeited.

19. BEML is not obligated to contract for any of the services described in the Bid invitation /Notice Inviting Tender.
20. BEML reserves the rights to:
- Accept or reject any or all proposals.
 - Waive any anomalies in proposals through an addendum.
 - Modify or cancel the Tender Enquiry.
21. The Bid invitation / Notice Inviting Tender is not an offer or a contract.
22. Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.
23. BEML Ltd's decision is final for evaluation of the offer
24. Canvassing by Bidder in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.

Schedule of events:

SI No	Particulars	Date	Time
1	Floating of e-tender in BEML website and Central Public Procurement Portal	04.08.2021	
2	Last date for forwarding Queries if any, for clarification during Pre-bid meeting	10.08.2021	15.00Hrs
3	Pre-bid meeting	11.08.2021	11.00Hrs
4	Last date for submission of bids through SRM	27.08.2021	14.00 Hrs
5	Opening of Prequalification bids	27.08.2021	14.00 Hrs
6	Opening of Technical bids	27.08.2021	14.00 Hrs

Pre-Bid Meeting :

Due to Covid-19 Pandemic situation, Pre-bid meeting will be organized through Video Conference, interested bidders are advised to send the email to cmimp2@beml.co.in for the participation on or before 10.08.2021@15.00 Hrs to share the video-conference link for Pre-Bid meeting scheduled on 11.08.2021@ 11.00 AM

- Any queries/clarification/information/details if required by the bidder, the same to be sent to e-mail address : cmimp2@beml.co.in

- The queries will be accepted and entertained upto 10.08.2021 @ 15.00 Hrs to the pre- bid meeting, the decision of BEML on this will be final & binding.

- It is suggested that all the bidders should send queries & obtain all the clarifications before submitting the bids.

- Any modification of the Bidding documents which may become necessary as a result of the pre-bid queries, shall be made by BEML and the same will be hosted on BEML website.

- Clarifications to the bidders' queries and all Corrigenda, Addenda, Amendments, Clarifications etc if any to the tender, will be hosted on BEML website www.bemlindia.in only.

- Bidders should regularly visit BEML's websites to keep themselves updated.

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- No separate advertisement shall be published in the News paper in this regard & no bidder will be individually/separately informed of the same.
- Before the dead-line for submission of Bids, BEML may modify the Bidding documents.
- All Corrigenda, Addenda, Amendments, Clarifications etc if any thus issued shall be part of the Bidding documents. Prospective Bidders shall sign the same with seal and upload as a part technical bid

Check list before submitting the tender, the bidder is requested to ensure that the following are fulfilled:

Part-1	Pre Qualification bid- To be submitted manually
	a) Rs. 10,000 EMD
Part-2	Technical Bid – To be uploaded in Collabaration folder in the BEML SRM Paltform
	a) All the pages of tender document duly signed and stamped
	b) Annexure–A duly filled, signed and stamped in prescribed format
	c) Annexure-D,Annexure-E & Annexure-F duly filled, signed and stamped in prescribed format
Part-3	Price Bid-(As per Annexure-B) Please quote the price details in BEML SRM Platform only against the respective items provided therein

5. SCOPE OF WORK:

- Filing of DBK shipping bill as per Shipment Instruction, Invoice & packing list.
- Shipping bill should indicate -We intend to claim rewards under- Remission of duties and taxes on exported products scheme-RODTEP & “Supply meant for export under letter of undertaking without payment of Integrated Tax” vide LUT No: AD290321017363F valid for 2021-22 / We undertake to abide by provisions of foreign exchange management ACT 1999, as amended from time to time, including Realization / Repatriation of foreign exchange to / from India.
- CHA should forward the check list to BEML for approval.
- Loading, Unloading & storing of the cargo at CWC, Whitefield or CHA designated warehouse in Bangalore as and when shipment is under process.
- Arranging for customs clearance, inspection and let export permission for each shipment.
- Survey report to be carried by competent and reputed surveyor and same need to be submitted to BEML as and when demanded by BEML.
- Stuffing and lashing of the cargo.
- Fumigation of all the packages of the shipment.
- Arranging movement of cargo from CWC, Whitefield or CHA designated warehouse in Bangalore to Chennai/Ennore port.
- Receiving cargo at Chennai/ Ennore port.

- k) Arranging for ocean freight of cargo from Chennai/ Ennore port to Chittagong.
- l) Payment of liner charges to shipping agency within 48 hours from the date of receipt of debit note from the liner.
- m) Handing over the original Bill of Landing, to ensure the closure of EGM's for all Shipping bills, flow of export proof to GST site, receipt of DBK amount settlement from customs to BEML, flow of shipping bill to DGFT site for export incentives and proof of payment of GST to government.
- n) Safe discharge & storage of cargo at the Chittagong port, Bangladesh.
- o) Arranging port clearance including customs formalities. (As the project is funded by Government of India, customs Import duties are exempted. Exemption letter will be provided by the project owner).
- p) Arranging suitable truck and loading the cargo at Chittagong port
- q) Arranging inland transportation from Chittagong port to RHD Project site (Tejgaon, Dhaka) Necessary road permissions, local police clearance (if any) and any other permissions applicable as per Bangladesh law, needs to be obtained by the successful bidder.
- r) Safety of the cargo during transportation.
- s) It will be responsibility of the bidder to ensure seamless communication at all concerned points in the process of shipment.
- t) Unloading the equipment and handover to authorities of Roads and Highway Department, Tejgaon, Dhaka
- u) Complete all the documentations.
- v) Issuance of Landing Certificate.

6. COMMERCIAL TERMS AND CONDITIONS

i. Contract Period:

The Contract period is valid for 7 months from the date of signing of the contract and up to safe delivery of cargo at Tejgaon, Dhaka and submission of all shipment documents to BEML Limited and ensuring smooth flow of shipping bills to DGFT website.


ii. Volume of shipment:

Approximate dimensions, weight and volume of spare parts are furnished in **Annexure-C**. The volume of spare parts mentioned is indicative and subject to changes at the time of shipment. Spare parts consignment will be shipped in two to three lots with in the validity period of contract.

iii. Right of BEML:-

BEML reserves right for the following:

- a) To accept or reject all or any of the bids, 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.

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- 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.

iv. Validity of Rates:

The rates shall be kept valid for 7 months period from the date of opening of tender. The successful bidder shall keep the price offer valid till completion of entire scope of work as per contract period and as per work order.

Bidder / Bidders are advised to take in to account all factors and components, including any fluctuations in the market rates, etc. before quoting.

- v. Shipment period:** September 2021 to March 2022.

vi. 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.

vii. 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.

viii. 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.

ix. 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.

x. Performance Security Deposit :

- a. Successful bidder shall submit performance Security deposit of 10 % of contract value within 15 days from the date of receipt of contract from BEML.

Or

Bank Guarantee from any Commercial Bank equivalent to the amount of performance Security Deposit valid up to three (3) months after expiry of the contract covering the claim period. Bank Guarantee should be from any of the scheduled Commercial Banks authorized by RBI. (Excluding Regional Rural Banks/ Co operative Banks)

- b. In case of extension of the Contract, the validity period for Performance security deposit will also be extended accordingly.
- c. The above deposit will be held by BEML as Security for the satisfactory performance of the contract. Any compensation or other sums payable by the successful Bidder to the BEML under the terms and conditions of this contract will be deducted from his performance security deposit or from any sums that may be due or may become due, to the successful bidder on any account whatsoever. In the event of the performance security Deposit being reduced by any reasons of such deductions the successful bidder shall make good these deductions within 10 (TEN) days.
- d. No interest shall be applicable against Performance security deposit.
- e. Performance Security deposit will be forfeited by BEML in the event of any default, failure, negligence on the part of the supplier for the performance of the Contract or any loss that may be incurred by BEML as a result of breach of any of the Terms and Conditions of the Contract.
- f. The decision of BEML in respect of such damages, loses, charges, cost or expenses shall be final and binding on the Successful Bidder.

xi. Refund of Performance Security Deposit:

On completion of the contract based on the recommendations of the concerned-in-charge, the Performance Security deposit will be released to the Successful bidder within two months (02) after completion of contract subject to fulfilment of contractual obligations by the Successful bidder and on submission of a "NO DEMAND CERTIFICATE".

xii. Payment Terms:

Payments shall be as under:

- a) Payments will be made for the actual quantity / volume of the shipment made.
- b) 90% of the ocean freight Charges and 50% of Clearing and forwarding(C&F) charges is payable within 30 (thirty) working days after submission of shipping documents Viz; Original Bill of Lading along with shipping bill, invoice and other documents to BEML.
- c) Balance 10% of ocean freight and 100% of Inland transportation charges shall be payable after safe discharge of cargo at project site i.e. Tejgaon, Dhaka, Bangladesh and against submission of LR endorsed by customer at Tejgaon, Dhaka, Bangladesh.

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- d) Balance 50% of C&F charges shall be payable upon submitting and acceptance of landing/tracking certificate and on refund of Duty Drawback amount from Customs to BEML account. Also shipping bill should have flow to DGFT site and details of GST claimed to be paid by vendor should flow to GST portal.
- e) GST invoice bills should be produced by successful bidder for claiming of payment. GST exemption available for C&F agents / CHA as per 'notification of Govt. of India' should be taken in to account while raising Invoices.
- f) Successful bidder should furnish the GST remittance details to BEML.

xiii. JURISDICTION

Courts at Bangalore alone 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.

xiv. 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.

xv. PENALTY CLAUSE

- a. If the successful bidder fails to deliver the goods within 30 days without any valid reason from Chittagong to Tejgaon, Dhaka Bangladesh a penalty @ 1% of total contract value per week pro-rata up to maximum 5% of total contract value shall be charged and deducted from the bills of the successful bidder. Transit Time shall be calculated from the custom clearance from Chittagong. and date of actual time of reaching destination.
- b. If the Transporter fails to provide the vehicles as required, BEML will have the right to transport the consignments through any other agency at the sole risk and cost of the Transporter. The excess freight and any extra expenses thus incurred in this regard will be charged to the Transporter's account and the same will be recovered from the Transporter's outstanding bills/PBG.

xvi. BRIBES AND GIFTS

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 39 hereof. Any question or dispute as on the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

xvii. Essential Conditions

- a) BEML reserves the right to accept the offers or reject all offers
- b) In case of increase in quantity of equipment, BEML reserves the right to negotiate the prices on case to case basis.
- c) Quotations by post / courier / FAX are not acceptable.
- d) 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.

- e) 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.
- f) Please note that activation of the Digital Signature requires at least two days' time. Thus, ensure to have digital signature activated well in time.
- g) **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.**
- h) 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
- i) In case Bidder is not quoting for all activities, then their offer shall be rejected.

xviii. Liabilities :

The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract. BEML can recover all such losses from the unpaid invoices of the selected bidder or by forfeiting the available Security deposit.

xix. 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.

xx. Awarding of contract:

Awarding of the contract to the successful bidder will be subject to approval by the competent authority of BEML.

The above mentioned terms and conditions of BEML are acceptable to us for participation in tender and to serve the organisation, in case of being accepted as successful bidder after tendering process.

xxi. Signing of Agreement

Within fifteen days of the date of issue of Letter of Award, the successful bidder shall sign the Contract.

For BEML LIMITED

Asst. General Manager
Corporate Purchase

Annexure –“A”**Part –II - Technical Bid****(To be filled by Bidder and to be uploaded in BEML SRM System)**

The bidder shall furnish all the required particulars in the blank space provided in the format Annexure-A and upload the scanned copy with duly signed and stamped in the Collaboration Folder of BEML SRM Platform, 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 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.

(* fields are Mandatory Parameters. In case of non-submission of mandatory parameters, the bidder is liable for rejection.

Sl.no		Particulars	Bidders remarks
1.	*	Name of the company registered in India	Upload Copy of Registration Certificate
2.	*	Complete address of office along with telephone no./E Mail ID.	Please fill the details.
3.	*	Type of company a) Public Ltd., Co.? b) Pvt. Ltd., Co.? c) Partnership concern. d) Others (if others please specify)	Please fill the details.
4		Documents to accompany with Tenders:	
4.(i)	*	(a) Bidder should possess a Customs House Agent (CHA) License. Enclose a copy of CHA License for Petrapole and Benapole. and /or (b) If CHA License not available, bidder should furnish letter from his associate, whose license details of CHA will be engaged for CHA activities.	Upload copy of the CHA license. and /or Upload Letter from associate and copy of his CHA license.
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.	Upload Work order / contract /experience certificate issued by customer(s).
4.(v)	*	The bidder should have average annual turnover of Rs. 25 Lakhs during any 2 financial years of the preceding 4 financial years (FY2017-18 to FY2020-21). Audited financial statements for the same to be submitted. (Only relevant pages of audited Profit & Loss statement to be uploaded without Notes and enclosures)	Upload audited Profit & Loss statements of previous two financial years.. In case FY2020-21 accounts not finalized/ Unaudited/ provisional figures will have to be self-attested and uploaded. (Only relevant pages of audited Profit & Loss statement to be uploaded without Notes and enclosures)

4.(vi)	Warehouse details for unloading of the cargo.	Own / Hired Upload the address of the warehouse.
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Note 1: 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:

(Signature of the Bidder/Authorized signatory)

Date:

seal

For BEML LIMITED

Asst. General Manager
Corporate Purchase

Enclosed Price Bid details:**Annexure-“B”****Part –III – Price Bid**

Price to be quoted as per below mentioned details on BEML SRM system only against the respective line items provided therein.

CHARGES FROM CHENNAI/ENNORE PORT TO RHD, PROCUREMENT & STORAGE DIVISION, TEJGAON, DHAKA, BANGLADESH INCLUSIVE OF LOADING CHARGES AT CHITTAGONG PORT & UNLOADING CHARGES AT RHD, PROJECT SITE.

SI No	Particulars	SRM Item Data Sl. No.	Unit of Measurement (UoM)	Unit price per CBM (in USD)
1	Ocean freight charges from Chennai / Ennore port to Chittagong port Bangladesh	1	Per CBM	
2	Custom clearance at Chittagong port	2	Per Shipment	
3	Inland Transportation of Cargo from Chittagong to “RHD, Procurement & Storage Division, Tejgaon, Dhaka, Bangladesh (Including loading charges at Chittagong port, necessary road permits, local police clearance charges and other permissions/statutory charges, if applicable as per Bangladesh law and unloading Charges at RHD project site	3	Per Truck	

SI No	Particulars	SRM Item Data Sl. No.	Unit of Measurement (UoM)	Price in Rs.
C&F Activities at CWC, Whitefield/CHA designated warehouse in Bangalore				
4	Service charges for filing DBK shipping bill	4	Per Shipping bill	
5	Loading & Unloading charges	5	Per Package	
6	Customs clearance, documentation charges & EDI charges	6	Per Shipping bill	
7	Inspection charges	7	Per Shipping bill	
8	Survey charges	8	Per Shipping bill	
9	Stuffing, Lashing & Fumigation charges	9	Per Shipping bill	
10	Warehouse charges	10	Per Kg / Day	

Note:

- a) GST charges applicable in India will be paid by BEML at actuals.

For BEML LIMITED

 Asst. General Manager
 Corporate Purchase

- b) Bidder has to quote for all the line items. In case Bidder is not quoting for all the line items in price bid, then their offer shall be treated as rejected.
- c) No Weightage /preference will be given for any specific /particular activity.
- d) After technical evaluation, price bid will be opened for technically qualified bidders.
- e) L1 will be determined based on Grand Total (Sl. No. 1 to 10) in Rs. as mentioned above.
- f) The rates quoted in USD will be converted in INR by considering exchange rates as on date of opening of tender for L1 evaluation.
- g) While releasing payment for US Dollars(USD) amount, BEML will consider SBI TT selling rate prevailing on Bill of Lading date of the shipment.
- h) The bidder whose offer is Lowest will be considered as L1.
- i) In respect of warehouse charges the charges should include unloading / loading of the cargo at the CHA, warehouse and transport to CWC, Whitefield/CHA designated warehouse in Bangalore. The warehouse charges will be paid to CHA only in case of requirement and upon production of original receipt.
- j) The local charges like IHC, THC, BL and VGM by the shipping line as per the LC will be reimbursed to CHA with supporting bills of shipping line.
- k) The liner charges which comprises of IHC, THC and VGM, minimum of 1.00 cbm will be paid to CHA in case the volume of shipment is less than 1.00 cbm.
- l) The statutory levies like CFS charges / GST as applicable in India will be paid at actuals upon production of original receipts to BEML.

Unit of Measurement:

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

For BEML LIMITED

Asst. General Manager
Corporate Purchase

ANNEXURE-“C”**DIMENSION AND WEIGHT:**

SI No.	Package No.	Length (cm)	Width (cm)	Height (cm)	Net Wt. (kgs)	Gross Wt. (kgs)	CBCM
1	1000350872	33	29	20	4.00	8.00	19140
2	1000351047	29	29	15	1.00	3.00	12615
3	1000352628	74	67	25	18.00	36.00	123950
4	1000352629	85	35	25	120.00	145.00	74375
5	1000352630	85	35	25	120.00	145.00	74375
6	1000352631	85	35	25	135.00	155.00	74375
7	1000352632	85	35	25	135.00	155.00	74375
8	1000352633	90	45	30	145.00	170.00	121500
9	1000352634	90	45	30	145.00	170.00	121500
10	1000352635	90	45	30	145.00	170.00	121500
11	1000352636	90	45	30	145.00	170.00	121500
12	1000352637	75	35	25	14.00	26.00	65625
13	1000352638	40	30	25	4.00	8.00	30000
14	1000352639	30	25	20	2.00	6.00	15000
15	1000352640	40	30	25	4.00	6.00	30000
16	1000352641	35	30	25	4.00	6.00	26250
17	1000352642	35	35	25	2.00	4.00	30625
18	1000352643	40	30	25	12.00	16.00	30000
19	1000352644	40	30	25	28.00	46.00	30000
20	1000352645	45	35	25	28.00	46.00	39375
21	1000352646	45	35	25	28.00	46.00	39375
22	1000352647	45	35	25	28.00	46.00	39375
23	1000352648	110	30	25	14.00	28.00	82500
24	1000352649	45	35	30	14.00	28.00	47250
25	1000352650	110	30	25	14.00	28.00	82500
26	1000352651	20	15	15	4.00	8.00	4500
27	1000352652	60	50	60	24.00	35.00	180000
28	1000352653	60	50	60	24.00	35.00	180000
29	1000352654	60	50	60	24.00	35.00	180000
30	1000352655	60	50	60	18.00	26.00	180000
31	1000352656	60	50	60	18.00	26.00	180000
32	1000352657	45	35	25	45.00	65.00	39375
33	1000352658	45	35	25	45.00	65.00	39375
34	1000352659	25	20	15	4.00	8.00	7500
35	1000352660	25	20	15	6.00	12.00	7500
36	1000352661	35	30	20	23.00	35.00	21000
					Total in Kgs	2,017.00	2546330
					Total in CBM	2.54633	

Note: Dimensions & Weight mentioned above are indicative, subject to changes at the time of shipment.

Annexure – “D”

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

For BEML LIMITED

Asst. General Manager
Corporate Purchase

Annexure – “E”

UNDERTAKING

This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any BEML /Central /State Govt. Dept. / Autonomous Institution / PSUs in India at the time of bid submission.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Annexure – “F”

UNDER TAKING LETTER

(To be printed on Bidder Company's letter Head)

To,

The Assistant General Manager
Corporate Materials
BEML Ltd.,
23/1,4th Main,
S.R. Nagar, Bangalore

Sub:- Undertaking with respect to Bid Invitation No.6300036284

Dear Sir,

I/We certify that to the best of my / our knowledge, the particulars furnished by us against the tender are true.

It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

I / We agree to remit 10% of annual contract value Performance Bank Guarantee from an any Scheduled Commercial Bank in India authorized by Reserve Bank of India only within 15 days after award of the contract/from the date of Letter of Intent by BEML.

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions including all its Annexures, Exhibits etc along with its Corrigenda, addenda, Amendments, Clarifications etc if any to Tender and accept the same in to-to. As a token of acceptance I / We have signed and affixed seal on each and every page of tender document (from page no.1 to 22 and all Corrigenda, addenda, Amendments, Clarifications etc if any to Tender and same is uploaded on BEML SRM System.

“In case if it is found that I / We have not uploaded duly signed all pages of tender document or not filled all the details or some pages are missing, then it will be deemed that I/We have agreed for all the terms and conditions of the tender, if the bidder has uploaded duly signed this undertaking” Place:

Date:

(Signature of the Bidder) Full name with seal

For BEML LIMITED

Asst. General Manager
Corporate Purchase