



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. **6300036787**

Date:-22.11.2021

Sub : Tender for Transportation of BEML Equipment consisting of 25 units of BG605I Motor Grader and 07 units of BD65-1 Bulldozer along with spare parts from Petrapole (India)/Benapole to Roads and Highways Department(RHD) Tejgaon, Dhaka, Bangladesh by Road.

BEML LIMITED invites tenders through e-mode in two bid system, i.e. *Technical bid & Price bid* for services of covering transportation from Mysore, Karnataka / KGF, Karnataka to Petrapole, clearance at Petrapole and transportation from Petrapole/Benapole to RHD,Tejgaon, Dhaka including Custom clearance at Benapole of 25 units of BG605I Motor Grader and 07 units of BD65-1 Bull Dozer (Chain) along with Spare parts.

The detail terms and conditions are enclosed.

Tender Closing Date &Time: **07.12.2021 @ 14.00 hrs**

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

For BEML LIMITED
Asst. General Manager
Corporate Materials

Assistant General Manager
Corporate Materials

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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 25 units of BG605I Motor Grader and 07 units of BD65-1 Bull Dozer (Chain) along with spare parts to RHD, Bangladesh. Delivery of the equipment is Tejgaon, Dhaka, Bangladesh.

In order to deliver the equipment upto Tejgaon, Dhaka, Bangladesh, BEML invites tender for appointing C&F agent for transportation from Mysore, Karnataka / KGF, Karnataka to Petrapole, custom clearance at Petrapole and transportation from Petrapole / Benapole to RHD, Tejgaon, Dhaka including Custom clearance at Benapole of 25 units of BG605I Motor Grader and 07 units of BD65-1 Bull Dozer (Chain) along with spare parts.

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: -

S.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 BEMLSRM 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(EMD & Integrity pact)

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

- a) An amount of Rs. 3,50,000 (Rs. Three Lakhs and Fifty Thousand Only) towards EMD (Earnest Money Deposit) from any Scheduled Commercial Bank payable to BEML Limited, Bangalore.

- b) Integrity pact in original duly signed by the authorised signatory of the bidder .The specimen of the integrity pact which is part of tender documents is enclosed at **Annexure-A & Annexure-A1**

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. 6300036787 dated 22.11.2021 Bid Closing date 07.12.2021 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 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” manually before the prescribed closing date and time will be rejected.

Technical bid of only those bidders shall be considered for evaluation who are meeting the prequalification criteria.

Instruction for submission of EMD:

- a) Every bidder shall deposit an amount of **Rs. 3,50,000 (Rupees Three Lakhs and Fifty 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. 350000
- 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

(OR)

- (iii) Through **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) 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/ Bank Guarantee**, 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 certificates 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 unsuccessful bidder after technical evaluation.
03	If the Bidder is disqualified at Commercial evaluation stage	EMD amount will be refunded after finalisation and awarding of contract to the successful bidder.

- i) EMD of the successful bidder will be converted as part of 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.

The '**Pre-Qualification Bid**' shall be opened at 1430 hrs on Date -07.12.2021 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-B** along with all the supporting documents into Collaboration Folder of BEML SRM platform.
- b. Duly filled **Annexure-E, Annexure-F & Annexure-G**
- c. Declaration for point no. 17 of General condition.

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 1600 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-C** 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. The price bids will be opened in the presence of bidder or their authorized representatives who wish to be present, at their own cost.

- 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 1600 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.
8. All bidders are advised to sign and append the seal in the Declaration Format as per **Annexure E, Annexure-F & Annexure-G** 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	22-11-2021	
2	Last date for forwarding Queries if any, for clarification during Pre-bid meeting	27-11-2021	17.00Hrs
3	Pre-bid meeting	29-11-2021	11.30Hrs
4	Last date for submission of bids through SRM	07-12-2021	14.00 Hrs
5	Opening of Prequalification bids	07-12-2021	14.30 Hrs
6	Opening of Technical bids	07-12-2021	16.00 Hrs

Pre-Bid Meeting :

Queries from Bidders if any, will be clarified during the pre-bid meeting which would be held on 29.11.2021 at 11.30 Hrs virtually through Microsoft teams. Interested bidders may send an email to cmimp2@beml.co.in for the meeting link.

Firms seeking clarifications should send their queries to our email address cmimp2@beml.co.in before 17:00 Hrs of 27.11.2021

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- To be submitted manually
	a) Rs. 3,50,000 EMD b) Original Integrity pact(As per Annexure-A & Annexure A-1) duly filled,signed and stamped
Part-2	Technical Bid – To be uploaded in Collaboration 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 duly filled, signed and stamped in prescribed format
	d) Declaration for point no. 17 of General condition
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:

- a) Transportation of 25 nos BG605I Motor Grader in fully assembled condition along with spare parts from BEML, Mysore, Karnataka to Petrapole border in semi-low bed trailer.
 - b) Transportation of 7 nos BD65-1 Bulldozer in fully assembled condition along with spare parts from BEML, KGF, Karnataka to Petrapole border in semi-low bed trailer.
 - c) Proper coordination with trailer drivers/transporter carrying the equipment from BEML factory, to Tejgaon, Dhaka and update BEML regularly on day to day basis.
 - d) Receiving the cargo at Petrapole, India border / Benapole, Bangladesh border as the case may be.
 - e) Arranging for shipping bill, inspection, customs clearance and Let Export permission for each equipment, with declaration, to claim export benefits.
 - f) Arranging clearance including customs formalities at Benapole (As the project is funded by Government of India, customs Import duties are exempted. Exemption letter will be provided by the project owner)
 - g) To ensure faster customer clearance at Pertapole and Benapole Border.
 - h) Unloading and Loading of the cargo on to trailers at Petrapole / Benapole
 - i) To provide storage facility with safety and security of Cargo at Petrapole / Benapole, if required.
 - j) Transporting cargo from Petrapole / Benapole to Tejgaon, Dhaka in semi-low bed trailer.
 - k) Unloading and handing over the cargo to customer at Tejgaon, Dhaka
- Collecting the original Bill of export endorsed by customs and forwarding the same along with other original documents to BEML, Bangalore.

6. COMMERCIAL TERMS AND CONDITIONS

i. Contract Period:

The Contract is valid from the date of signing of the contract up to delivery of cargo in safe condition at Tejgaon, Dhaka, submission of all documents to BEML Limited and ensuring & confirming the flow of shipping bill to DGFT website.

ii. Weight & Dimensions of shipment:

Approximate dimensions and weight of the of equipment and spare parts are furnished in **Annexure-D**. However weight and dimensions are indicative and which may vary at the time of dispatch.

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.
- 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 shipment till **6 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 completion of entire scope of work as per contract or work order.

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

v. Shipment

Shipment will be in different lots and same will be informed in advance. Period for shipment will be December 2021 to April 2022.

Successful bidder has to place the Trailer / Truck within 72 hours from the time of information for shipment. Shipment may happen in 2-3 lots, successful bidder should be in position to place 12-15 trailer at one time. Also, it has to be insured that during shipment Trailer / Truck should cover at least 200 Kms / day.

Successful bidder has to ensure that Trailer / Truck including drivers should have all necessary permits and document for plying on road.

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 for an amount of 10% of contract value within 15 days from the date of receipt of contract from BEML.
- b. Successful bidder shall deposit the difference between Earnest Money deposit (EMD) and performance Security Deposit through Demand Draft / Banker's cheque / NEFT / RTGS drawn on any of the commercial bank made in favour of BEML Limited.

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).

- c. In case of extension of the Contract, the validity period for Performance security deposit will also be extended accordingly.
- d. 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.
- e. No interest shall be applicable against Performance security deposit.
- f. 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.

- g. 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 & work completion of the shipment made.
- b) 90% of Inland Transportation charges at India & 80% of C&F charges are payable within ten working days after submission of shipping documents Viz; Shipping bill, Customs attached invoice copy and other documents to BEML.
- c) 100% of Inland transportation charges at Bangladesh shall be payable after safe discharge of cargo at project site i.e. Tejgaon, Dhaka, Bangladesh and against submission of Landing certificate confirmed by RHD officials/BEML’s Representative at Tejgaon, Dhaka, Bangladesh.
- d) Balance 10% of Inland Transportation charges at India & 20% of C&F charges shall be payable upon flow of shipping bill to DGFT website.
- e) GST invoice bills should be produced by successful bidder for claiming of payment

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 15 days without any valid reason from KGF / Mysore to Pertapole Border, a penalty @ 1% of under delivered 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 date of dispatch from BEML plant to actual reaching at Pertapole border.
- b. If the successful bidder fails to deliver the goods within 15 days without any valid reason from Benapole to Tejgaon, Dhaka Bangladesh a penalty @ 1% of under delivered 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 Benapole. and date of actual time of reaching destination.
- c. 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.

ANNEXURE-“A”

(To be executed on plain paper and applicable for all tenders of value \geq Rs 1 Crore)

INTEGRITY PACT

Between

BEML Limited (BEML) hereinafter referred to as “The Principal” and

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....
..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)/ contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Annexure A-1**.
 - e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors

- (1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual

relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----
Date -----

Place-----
Date -----

Witness 1:
(Name & Address) -----

Witness 1:
(Name & Address) -----

Witness 2:
(Name & Address) -----

Witness 2:
(Name & Address) -----

ANNEXURE – “A-1”

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed Application-Form available on www.bemlindia.in.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/ representative in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BEML LTD in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

Annexure –“B”

Part –I - 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.

Sl.no	Particulars	Mandatory Parameter	Bidders remarks
1.	Name of the Service Provider (in Full)	#	
2.	Complete address of office along with Contact person name, telephone no./E Mail ID.	#	
3.	Type of company a) Public Ltd., Co.? b) Pvt. Ltd., Co.? c) Partnership concern. d) Others (if others please specify)	#	
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 an average annual turnover of Rs 50 Lakhs during the previous 2 years.	#	Upload audited financial statement for the previous 2 statements. (Only relevant pages of audited Profit & Loss statement to be uploaded without Notes and enclosures.)

Note 1: Symbol “#” denotes mandatory parameters. In case of non-submission of mandatory parameters, the bidder is liable for rejection.

Note 2: 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

ANNEXURE “C”

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

Note: The bidder who has technically qualified and who’s sum of all the charges quoted (Sl no 1 to 9) in Annexure-C is lowest, will be considered as L1.

Sl. No.	Particulars	SRM Item Data Sl. No.	Unit of Measurement (UoM)	Price in Rs.
1	Transportation charges of BG605I Motor Grader with Tool box and spare part boxes from BEML, Mysore, Karnataka to Petrapole	1	Per Unit	Please quote rates against the respective items in ‘Item Data’ in the SRM system
2	Transportation charges of BD65-1 Bulldozer with Tool box and spare part boxes from BEML, KGF, Karnataka to Petrapole	2	Per Unit	
3	Service charges for filing DBK shipping bill	3	Per equipment	
4	Customs clearance & documentation charges at Petrapole	4	Per equipment	
5	Unloading & loading charges at Petrapole / Benapole (Including storage if any required)	5	Per equipment	
6	Any other charges, please specify	6	Per equipment	
Sl. No.	Particulars	SRM Item Data Sl. No.	Unit of Measurement (UoM)	Price in USD.
7	Customs clearance & documentation charges at Benapole	7	Per equipment	Please quote rates against the respective items in ‘Item Data’ in the SRM system
8	Transportation of Cargo from Petrapole /Benapole to “RHD, Procurement & Storage Division, Tejgaon, Dhaka, Bangladesh	8	Per equipment	
9	Unloading of cargo at Project site	9	Per equipment	

Note :

1. GST charges applicable in India & any Taxes applicable in Bangladesh will be paid by BEML at actuals.
2. 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.
3. No Weightage /preference will be given for any specific /particular activity.
4. After technical evaluation, price bid will be opened for technically qualified bidders.
5. L1 will be determined based on Grand Total (Sl. No. 1 to 9) in Rs. as mentioned above.
6. The bidder whose offer is Lowest will be considered as L1.
7. The rates quoted in USD will be converted in INR by considering exchange rates as on date of opening of tender for L1 evaluation.
8. While releasing payment for US Dollars (USD) amount, BEML will consider SBI TT selling rate prevailing on Bill of Lading date of the shipment.

ANNEXURE-“D”

DIMENSIONS AND WEIGHT OF EACH UNIT (Total - 25 Units)								
Sl no	MODEL	Description	QTY	TYPE OF CARGO	LENGTH IN CM	WIDTH IN CMS	HEIGHT IN CMS	GROSS WEIGHT IN KGS
1	BD605I	MOTOR GRADER	1	FULY ASSEMBLED EQUIPMENT	930	388	349.5	14,700
2		TOOL BOX	1	WOODEN BOX	110	50	50	100
3		Spares Parts Box	3-4	WOODEN BOX	110	60	50	300

DIMENSIONS AND WEIGHT OF EACH UNIT (Total - 7 Units)								
Sl no	MODEL	Description	QTY	TYPE OF CARGO	LENGTH IN CM	WIDTH IN CMS	HEIGHT IN CMS	GROSS WEIGHT IN KGS
1	BD65-1	BULL DOZER (CHAIN)	1	FULY ASSEMBLED EQUIPMENT	540	400	330	18,830
2		TOOL BOX	1	WOODEN BOX	110	50	50	100
3		Spares Parts Box	3-4	WOODEN BOX	110	60	50	300

Note – Product catalogue for above two equipment is available in BEML website and can be used for reference.

Annexure – “E”

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

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: _____

UNDER TAKING LETTER

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

To,

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

Sub:- Undertaking with respect to Bid Invitation No. **6300036787**

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 31 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

ANNEXURE-“H”

FORMAT OF BID GUARANTEE FORM

Note:

1. This guarantee shall be furnished by Scheduled Commercial Banks authorised by RBI to issue a Bank Guarantee.
2. This bank guarantee shall be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 200/-)
3. The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.
4. In the case of foreign bidder the B.G. may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Scheduled Commercial Bank in India authorized by Reserve Bank of India.

DATE:

BID GUARANTEE NO:

Ref:

To, BEML LIMITED

(Address of concerned Division/ Corporate Office)

Dear Sirs,

..... In accordance with your ‘Tender Enquiry’ under your Tender No:dated M/s..... herein after called the Bidder, with the following Directors on their Board of Directors / partners of the firm.

- | | |
|----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Wish to participate in the said tender for

.....As an Irrevocable Bank Guarantee against Bid Guarantee for an amount of Rs..... (In words and figures) valid for days from is required to be submitted by the Bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal or revision of toe offer by the Bidder as a condition within the validity period. (2) Non-acceptance of the ‘Letter of Intent / Purchase Order’ by the bidder when issued within the validity period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.

We, theBank at..... Having our Head office at (Local address) Guarantee and undertake to pay immediately on first demand by BEML LIMITED, the amount of Rs.....

.....(in figure and words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to (This date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be

extended to such required period (not exceeding one year) on receiving instruction from M/s.....on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on thisday of.....at

witness (Signature)

WITNESS (Signature)

Name in (Block letters)

Designation

(Staff No.)

(Bank's common Seal)

Official address:

Attorney as per power of Attorney No....

Date:

ANNEXURE-“I”

PERFORMANCE BANK GUARANTEE

Bank Guarantee No.....
Dated
Amount
Valid upto
Claim upto

The Assistant General Manager
BEML Limited
Corporate Materials (Imports)
BEML LTD,
BEML SOUDHA,
23/1, 4th Main, S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India

M/s(Name of the Bidder company) having their office atand its Registered office at(hereinafter called the contractor) has entered into an agreement No:..... (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for supply of Compactors, Pad foot drum kits, spare parts and services on the terms and conditions in the said agreement.

In terms of the said agreement the supplier company is required to and has agreed to furnish to the company a Bank Guarantee for a sum of 10% of the Contract value i.e, Rs.----- (Rupees ----- --- only) towards security for the due and faithful performance of the terms of the said agreement and against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement.
(Name of the BANK) having its office at has agreed at the request of the contractor to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor’s failure to perform the said agreement. Any such demand made on the Bank by the company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto **xx/xx/xxxx (date)** or the extended period if any. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees ----- only). Any change or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee. We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

Unless a demand or claim under this Guarantee is made on us in writing on or before **xx/xx/xxxx (date)** or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.
We, (Name of the BANK) further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the

terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & conditions

relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

The validity of Bank Guarantee shall be upto from the date of contract i.e, till-----The Bank guarantee shall remain valid for the period of 3 months after expiry of contract i.e, till -----upto which the contractor is obliged for due performance of the said Agreement/Contract/Order. Notwithstanding any thing contained herein above our liability under this Guarantee is limited to Rs. -----(Rupees ----- only) in aggregate and it shall remain in full force upto **xx/xx/xxxx (date)**. Any claim under this Guarantee must be received by us on or before **xx/xx/xxxx (date)** or the extended period and if no such claim is received by us within **xx/xx/xxxx (date)** or the extended period. Company's right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date :

Place :