

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. 6300036810

Date:-25.11.2021

Sub: E- tender for appointing Customs House Agent (CHA) for clearance activities for export of spare parts consignment from Air Cargo Complex (ACC), Devanahalli, Bangalore,

Tender closing Date and Time : 15.12.2021 at 14.00 hours

BEML LIMITED invites tender through E- tender for appointing Customs House Agent (CHA) for clearance activities for export of spare parts consignment from Air Cargo Complex (ACC), Devanahalli, Bangalore, for a period of 1 (One) Year, in accordance with the enclosed terms and conditions by the due date and time mentioned above.

The detail terms and conditions are enclosed.

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

For BEML LIMITED

Asst. General Manager
Corporate Purchase

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 LIMITED invites tender through e-mode in two bid system from reputed CHA firms for appointing Customs House Agent (CHA) for clearance activities for export of spare parts consignment from Air Cargo Complex (ACC), Devanahalli, Bangalore, for a period of 1 (One) Year.

In order to deliver the spare parts to overseas customer in time, CHA activities need to be carried out at Bangalore before handing over of cargo to customer nominated shipping agency.

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.

3. **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 (EMD) : Bidders to ensure submission of EMD as pre-qualification bid.

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

An amount of Rs.5000 (Rupees five thousand only) equivalent to 2% of approximate contract value Rs. 2,50,000 /- towards **EMD (Earnest Money Deposit) / BID Guarantee** from any Scheduled Commercial Bank payable to BEML Limited, Bangalore or valid certificates for EMD exemption.

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. 6300036810 dated 25.11.2021 Bid Closing date 15.12.2021 and Time 14:00 Hrs -”** and drop at “Tender Box”

placed in "Room No 1," at 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" before the prescribed closing date and time, will be rejected.

Technical bids of only those tenderers shall be considered for evaluation, who are meeting the prequalification criteria.

The 'Price bids' shall be opened in respect of only those tenderers who, after technical evaluation are found technically qualified.

The date & time of opening of Price bids will be conveyed to the technically qualified tenderers separately.

The 'Pre-Qualification Bid' shall be opened at 14:30 hrs on date : 15.12.2021 at BEML's Corporate Office

INSTRUCTION FOR SUBMISSION OF EMD:

- a) Every bidder shall deposit an amount of Rs.5000 (Rupees five thousand only) towards **EMD (Earnest Money Deposit) / BID Guarantee** 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) **An irrevocable Bank Guarantee** from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in **Annexure-F** having a validity period of **bid validity (120 days) + 60 days** from the date of opening of Tender.
- (OR)
- (iii) Through NEFT / RTGS in favour of BEML Limited. (*Division Bank A/c details and IFSC*)
- Open the following link:
<https://www.onlinesbi.com/sbicollect/collecthome.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.5000/-
- b) Please ensure that online / NEFT payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender. **Proof for making payment towards EMD**, to be submitted along with Pre-Qualification bid documents, before the prescribed closing date and time of tender.
- c) Bids of those Bidders, whose EMD submitted in any form other than as mentioned above, 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/ Udyam Certificate or Certificate issued by Central Purchase Organization or the concerned Ministry or Department for EMD exemption. **Non-submission of above-mentioned valid exemption certificate, before the prescribed closing date and time of tender, will be rejected.**

e) The Earnest Money Deposit (EMD) 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/ Bid Guarantee.

g) The EMD deposited is liable to be forfeited, if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.

h) Refund of EMD:

1	If the 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
2	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.
3	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 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.

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:

Sl. No.	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	

Technical bids shall not be considered for evaluation for the following deviations in prequalification bid:

1. Non-submission of Pre-qualification envelope containing EMD.

2. Envelopes received without superscription as stated above.
3. Envelope containing Pre-qualification Bid not received before the closing date & time of the E-tender.
4. Demand Draft towards EMD received other than through Scheduled Commercial Bank Authorized by RBI.

Offers of bidders will be considered for further processing subject to encashment of DD / BG Verification/online transfer confirmation submitted towards EMD else their technical bids will be rejected.

The tenderer is advised to carefully go through the terms & conditions of tender before submitting the tender.

In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the Company letter head and upload.

Bidders who are presently put on hold, suspended, de-listed, banned or blacklisted by BEML will not be eligible to participate.

BEML reserves the right to accept or reject any bid without assigning any reasons thereof.

Part-II: TECHNICAL BID:

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

- a. Duly filled, signed and stamped **Annexure-A** along with all the supporting documents into Collaboration Folder of BEML SRM platform.
- b. Duly filled, signed and stamped Tender Documents as an acceptance to all the tender terms and conditions to be uploaded in Collaboration Folder of BEML SRM platform.
- c. Duly filled **Annexure-C, Annexure-D & Annexure-E**.

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.

Part III: PRICE BID:

The bidders are required to enter the prices for all the items listed **at Annexure-B** in the 'Item Data' only in SRM System.

The 'Price bids' 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.

- 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.

4. GENERAL CONDITIONS:

1. 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 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.
5. Kindly note that bidders having sister concerns are requested to quote from one firm only. If quotes are received from both parent and sister companies against the same tender, BEML reserves the right to reject both quotes received from both the parent and sister companies.
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 stamp in the Declaration Format as per **Annexure C, Annexure-D and Annexure-E** 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 reserves the rights to:
 - a) Accept or reject any or all proposals.
 - b) Waive any anomalies in proposals through an addendum.
 - c) Modify or cancel the Tender Enquiry.
20. The Bid invitation / Notice Inviting Tender is not an offer or a contract.
21. Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.
22. BEML is not obligated to contract for any of the products / services described in the Bid invitation / Notice Inviting Tender.
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.

5. SCHEDULE OF EVENTS:

SI No	Particulars	Date	Time
1	Floating of e-tender in BEML website and Central Public Procurement Portal	25.11.2021	
2	Last date for forwarding Queries if any, for clarification during Pre-bid meeting	03.12.2021	17.00Hrs
3	Pre-bid meeting	06.12.2021	11.30Hrs
4	Last date for submission of bids through SRM	15.12.2021	14.00 Hrs
5	Opening of Prequalification bids	15.12.2021	14.30 Hrs
6	Opening of Technical bids	15.12.2021	15.00 Hrs

5.1 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 **03.12.2021 @17.00 Hrs** to share the video-conference link for Pre-Bid meeting scheduled on 03.12.2021 at 11.30 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 03.12.2021 @ 17.00 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.
- No separate advertisement shall be published in the Newspaper 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 tender documents. Prospective Bidders shall sign the same with seal and upload as a part technical bid.

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

Part-I	Pre Qualification bid- To be submitted manually
	Rs.5000 EMD / Bid Guarantee (Proof of making payment or EMD Exemption Certificate).
Part-II	Technical Bid – To be uploaded in Collaboration folder in the BEML SRM Platform
	a) All the pages of tender document duly signed and stamped

	b) Annexure-A duly filled, signed and stamped in prescribed format with all supporting documents for Annexure-A .
	c) Annexure-C, Annexure-D & Annexure-E duly filled, signed and stamped in prescribed format.
Part-III	Price Bid-(As per Annexure-B) Please quote the price details in BEML SRM Platform only against the respective items provided therein

6. SCOPE OF WORK:

6.1 : Broad scope of work includes the following:

- a) Filing of DBK shipping bill as per Shipment Instruction, Invoice & packing list.
- b) 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:AD29032101736F 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.
- c) Bidder should forward the check list to BEML for approval.
- d) Loading, Unloading & storing of the cargo at KIAL airport, Devanahalli or Or CHA designated warehouse as and when shipment is under process.
- e) Arranging for customs clearance, let export permission and to hand over the shipment to the nominated shipping agency as per shipment Instruction given by BEML at the time of shipment.
- f) Fumigation of the packages.
- g) Shrink wrap of all the packages of the shipment during monsoon to avoid damage to the packages as per guidelines of designated airlines.
- h) Informing periodically, schedule of shipment to BEML.
- i) To coordinate for Airway Bill approval.
- j) To forward LEO copy of the shipping bill online, once custom clearance completed at the airport.
- k) Closure of EGM and flowing of export proof to GST site, receipt of DBK amount settlement from customs to BEML and flowing of shipping bill to DGFT site for export incentives and proof of payment of GST to government.

7. COMMERCIAL TERMS AND CONDITIONS:

7.1 Price:

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

7.2 Period of Contract:

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

7.3 Payment Terms:

Payments shall be made for the actual quantity of shipment made and on the basis of rates agreed and negotiated with the successful bidder at time of signing the contract.

75% of Clearance & Forwarding charges is payable within 30 working days upon submission and acceptance of shipment documents viz; original bill of lading, exporter's copy of shipping bill along with the invoices.

Balance 25% of clearance charges will be released upon closure of EGM, flow of export proof to GST site, receipt of DBK amount settlement from customs to BEML, and flowing of shipping bill to DGFT site for export incentives and proof of payment of GST to government.

8. Measurement of Cargo weight/volume:

For Air shipment, if deviation is observed on total gross weight of the cargo, the chargeable weight as per weighment done by the Airlines and as mentioned in the Airway bill shall be considered as final for payment.

9. Volume of Work:

There will be approximately about 20 to 30 shipments in one year period with an approximate weight of 3000 kgs per annum.

14. Penalty and Liquidated Damages:

For the delays in performance of the contract, following are the penalty and liquidated damages applicable:

a) Obtaining Let Export Order (LEO):

If there is delay in obtaining LEO beyond 10 working days from the date of arrival of cargo at ACC, Devanahalli, penalty of Rs.200/- per day will be imposed up to a maximum of Rs.2000. per shipment.

b) Obtaining Air Way Bill (AWB)

If there is delay in release of AWB beyond 10 working days from the date of AWB, penalty of Rs.500/day will be imposed up to a maximum of Rs.5000/- per shipment.

15. Right of BEML:

BEML reserves right for the following:

- i) To accept or reject all or any of the bids, without assigning any reason.
- ii) 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.
- iii) In case BEML is not satisfied with the quality of work of the successful bidder Or refusal of work from the successful bidder, BEML reserves the right to allot such item of work to the other party and levy consequential damages to the successful bidder for the entire expenditure in arranging party for such work / works.
- iv) To extend or curtail the period of contract.

16. 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.

17. 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.

18. 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.

19. 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.

20. Performance Guarantee/ Security Deposit:

- a. Successful bidder shall submit Performance Guarantee/Security deposit for an amount, equivalent 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 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 Security Deposit valid up to 3months 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 security deposit or from any sums that may be due or may become due, to the contractor on any account what-so-ever. In the event of the security Deposit being reduced by any reasons of such deductions the contractor shall make good these deductions within 10 (TEN) days.
- e. Performance Guarantee/Security deposit shall not entail any interest payment on refund.
- f. 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.

21. 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 three months (03) after completion of contract subject to fulfilment of contractual obligations by the Successful bidder and on submission of a “NO DEMAND CERTIFICATE”.

22. RISK PURCHASE CLAUSE:

In case Successful bidder fails to execute the work or abandon the Contract, BEML shall have right to get the work executed through a third party at the risk and responsibility of Successful bidder. The extra cost incurred by BEML shall be to Successful bidder's account.

23. 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.

24. ARBITRATION:

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.

25. 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.

26. ESSENTIAL CONDITIONS:

- a) BEML reserves the right to accept the offers or reject all offers.
- b) BEML reserves the right to appoint an independent surveyor to inspect the containers and determine the weight and volume of the cargo, which forms the basis for arriving at the cargo size for payment purpose.
- c) In case of increase in quantity of spare parts, BEML reserves the right to negotiate the prices on case to case basis.
- d) Quotations by post / courier / FAX are not acceptable.
- e) 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.
- f) 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.
- g) Please note that activation of the Digital Signature requires at least two days' time. Thus, ensure to have digital signature activated well in time.
- h) **In case of any queries on Digital Signature or submission of bid in SRM system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in.**
- i) 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.
- j) In case Bidder is not quoting for all activities, then their offer shall be rejected.
- k) Evaluation of the tenders will be based on the competency and experience of the bidders who have performed similar shipment at highly competitive rates. L1 party who fulfills the tender conditions will be considered as Successful bidder.

27. 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.

28. 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.

29. Awarding of contract:

Awarding of the contract to the Service Provider will be subject to approval by the competent authority.

The above mentioned all 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.

Enclosed Technical Bid

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-B 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.

Below mentioned details are the Parameters to be furnished by the bidders. In case of non-submission of mandatory parameters, the bidder is liable for rejection.

SI.No.	PARTICULARS	Mandatory parameter	BIDDERS'S 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.	#	Pls. fill the details
3.	Type of company a. Public Ltd., Co.? b. Pvt. Ltd., Co.? c. Partnership concern. d. Others (if others please specify)	#	Pls. 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. 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 valid CHA license. or Upload Letter from associate and copy of valid 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 to various Govt / PSUs or any other organizations.	#	Upload Work Order/ Contract/Experience certificate issued by customer(s) during past 2 years.

4 (v)	The bidder should have average annual turnover of Rs. 5 Lakhs during previous 3 years. Audited financial statement for the previous 3 years to be submitted. (Only relevant pages of audited Profit & Loss statement to be uploaded without Notes and enclosures.)	#	Upload audited financial statements for the previous 3 years.
5	Warehouse details for unloading of the cargo.		Own / Hired Upload the address of the warehouse.

Note: The # symbol in technical bid format denotes the mandatory parameter for which bidder has to compulsorily provide the details / documents for technical evaluation. The technical bids without mandatory parameters shall deemed to be rejected and will not be considered for technical evaluation.

I/We certify that to the best of my / our knowledge, the particulars furnished above are true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions and accept the same.

Place:

Date:

(Signature of the Bidder)
Full name with seal

30. Instructions for Price Bid through e-mode :

- a) The price bids under Annexure- B will be opened only for those bidders who have submitted the EMD as Pre-Qualification and who have technically qualified.
- b) Bidder should enter the price only in the 'Empty' box provided below the 'Price' column in Item Data.
- c) While, quoting the rates, the bidders are advised to take in to account all factors including any fluctuations in the market rates, etc. No request for revision of rates will be entertained on any account after acceptance of the offer or during the period of contract.
- d) The bidder should not change any field in the 'Item Data' like 'Quantity' and Price Per Unit' field in SRM System.
- e) The bidders shall enter 'Item Wise' remarks under 'Bidders Remarks', if any.
- f) In respect of warehouse charges the charges should include unloading / loading of the cargo at CHA designated warehouse and transport to Air cargo Complex on next working day. The warehouse charges will be paid to CHA only in case of requirement and upon production of original receipt.

The statutory levies like THC charges / GST will be paid at actuals upon production of original receipts to BEML.

31. Unit of Measurement:

The unit of measurement are Shipping bill (SB), Shipment (SPT), kg (KG) , Per Kg / day (PKD), Certificate (CER), Package (PKG) ; Airway bill (AWB)

Enclosed Price Bid details:

ANNEXURE-B

Price Bid Format for Air shipment from Air Cargo Complex, Devanahalli, Bangalore:

CLEARANCE ACTIVITIES FOR SPARE PARTS CONSIGNMENT FROM AIR CARGO COMPLEX (ACC), DEVANAHALLI, BANGALORE .

Sl. No.	Particulars	SRM Item Data Sl. No.	Unit of Measurement (UoM)	Price in Rs.
Clearance activities from Air Cargo Complex (ACC), Devanahalli, Bangalore.				
1.NON RECEIPTED CHARGES				
A	Service charges for filing DBK shipping bill	1	Per Shipping bill	Please quote rates against the respective items in 'Item Data' in the SRM system
B	Loading & Unloading charges	2	Per Kg	
C	Custom Clearance Documentation & EDI charges	3	Per Shipping bill	
D	Fumigation charges	4	Per Shipment	
E	Miscellaneous charges	5	Per Kg	
F	Cartage charges	6	Per Kg	
G	AWB charges	7	Per Airway Bill	
H	Warehouse charges	8	Per Kg per day	

Note:

- a) The bidder who is technically qualified and whose sum of all the Non-Receipted charges quoted in ANNEXURE-B is lowest will be considered as L1 party and will be called for negotiation meeting for finalizing the contract for Air shipment from Air Cargo Complex, Devanahalli, Bangalore:
- b) The bidder should quote mandatorily for all the items of Non-Receipted charges in ANNEXURE-B of the price bid. The price bids without Non-Receipted charges shall deem to be rejected.
- c) The statutory charges like AAI / THC charges and GST are payable at actuals.

ANNEXURE-C

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

ANNEXURE-D

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-E

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.6300036810

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 26 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-F

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. 80/-)
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, the Bank 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 –G

PERFORMANCE BANK GUARANTEE

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

The Assistant General Manager
BEML Limited

**Corporate Materials
BEML LTD,
BEML SOUDHA,
23/1, 4th Main, S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India**

M/s(Name of the Shipping 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 under mentioned shipment of 71 units of BEML equipment on the terms and conditions in the said agreement.

In terms of the said agreement the Shipping 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 :