

## BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)  
"BEML SOUDHA", 23/1, 4<sup>th</sup> Main, S. R. Nagar,  
BANGALORE – 560 027

### TENDER NOTICE

**Bid Invitation No. 6300037032**

**Date:-01.02.2022**

**Sub : E-Tender for shipment of Spare parts of BEML equipment from ICD, Whitefield, Bangalore to Douala port, Cameroon by sea and land transportation from Douala port, Cameroon to Ebolowa (project site), Cameroon through 6 to 8 No's of 20 feet Container (FCL).**

BEML LIMITED invites tender through e-mode in two bid system (Technical bid & Price bid) for Sea shipment of spare parts of BEML equipment from ICD, Whitefield, Bangalore to Douala port, Cameroon and by land transport up to Ebolowa (Project site), Cameroon, through 6 to 8 No's of 20 feet Container (FCL).

The details of terms and conditions are enclosed.

Tender Closing Date &Time: 24.02.2022@ 14.00 hrs.

Corrigendum, if any will be posted on BEML website ([www.bemlindia.in](http://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 has signed contract with the ministry of economy, planning and regional development (MOEPRD), Cameroon for supply of 71 units of Equipment and spare parts, under Govt of India, line of credit.

In order to deliver the spare parts to Ebolowa (project site), Cameroon, BEML invites tender for appointing C&F agent for services covering **Customs clearance at ICD Bangalore, Forwarding from ICD Bangalore to Douala port, Cameroon by sea, Customs clearance at Douala port and Inland transportation from Douala Port to Ebolowa (project site), Cameroon.**

**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.
- d. The Bidder's company should be registered with DIRECTORATE GENERAL OF SHIPPING as a Multimodal Transport Operator.

**4. INSTRUCTIONS TO BIDDERS:**

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

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

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 & Integrity Pact):**

**Bidders to ensure submission of EMD and Integrity pact agreement as pre-qualification bid.**

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

- a. An amount of Rs. 2,25,000/- (Rs. Two Lakh Twenty-five Thousand Only) towards **EMD (Earnest Money Deposit)/ BID Guarantee** from any Scheduled Commercial Bank payable to BEML Limited, Bangalore or valid certificates for EMD exemption.

- b. **Integrity Pact in original** duly signed by the Authorized Signatory of the Bidder. The specimen of the Integrity Pact which is part of tender document is enclosed at **Annexure-A & Annexure A-1.**

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. 6300037032 dated 01.02.2022 Bid Closing date 24.02.2022 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 recognized 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 14:00 hrs on date : 24.02.2022 at BEML’s Corporate Office.

#### **INSTRUCTIONS FOR SUBMISSION OF EMD:**

- a) Every bidder shall deposit an amount of **Rs. 2,25,000/- (Rupees Two Lakh Twenty-five 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) **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-H** 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/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. 2,25,000/-**.

- 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	

### **INTEGRITY PACT:**

#### PRE-CONTRACT INTEGRITY PACT AGREEMENT:

Bidders who are interested to participate in this tender are required to enter into an "Integrity Pact". The Integrity Pact envisages an agreement between the prospective vendor/bidder and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

Only those vendors/bidders who have entered into an Integrity Pact with the BEML would be eligible to participate in tendering with BEML. A specimen of the Integrity Pact which is part of tender documents is enclosed at **Annexure-A & Annexure A-1** and same has to duly filled signed and stamped by the bidder. Non-submission of original duly signed Integrity pact before the prescribed closing date and time of tender, will be rejected.

The bidder has to execute and submit 'Integrity Pact' on plain paper for all tenders of value Rs.1 Crore and above as per **Annexure-A & Annexure A-1** to this tender document and the same should be submitted as Pre-qualification document. This integrity pact is a preliminary qualification in entering in to any contract with BEML Limited. For the successful bidder, the integrity pact will remain valid up to 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Offers without duly signed Integrity Pact will be disqualified. The bidder should put their authorized signature in the Integrity pact as a Contractor / bidder with their company seal along with witness's signature, name & address.

Central Vigilance Commission has appointed as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact. Address of IEM is as follows;  
Shri E. K. Bharat Bhushan, IAS (Retd.) Flat No. 5151, Sobha City, Puzhukkal, Thrissur, Kerala - 680 553. Ph: +91 9400797777 Email : bbhushan55@gmail.com

Shri Akhilesh Kumar, CES (Retd.) 1042, B-1, Vasant Kunj (Near Fortis Hospital) New Delhi - 110 070. Ph: +91 9811420440 Email : er.akhilesh@yahoo.co.in

The '**Pre-Qualification Bid**' shall be opened at 1400 hrs on Date 24.02.2022 at BEML's Corporate Office.

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

1. Non-submission of Pre-qualification envelope containing EMD & Integrity pact.
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.
5. Integrity Pact submitted that is not in the prescribed format.

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-B** 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-E, Annexure-F & Annexure-G**.

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-C** in the 'Price column' in 'Item Data' only on BEML-SRM platform.

The 'Price bids' of only those bidders who have submitted the EMD & Integrity Pact as Pre-Qualification criteria and who are qualified in technical evaluation by technical committee, shall be opened.

Bidder can quote for the shipment from any of the following ports;  
Chennai / Ennore / Kattupalli / Mumbai / Nhava Sheva port.

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.

## **5. 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-E, Annexure-F and 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 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.

## 6. **SCHEDULE OF EVENTS:**

SI No	Particulars	Date	Time
1	Floating of e-tender in BEML website and Central Public Procurement Portal	01.02.2022	

2	Last date for forwarding Queries if any, for clarification during Pre-bid meeting	07.02.2022	17.00Hrs
3	Pre-bid meeting	08.02.2022	11.00Hrs
4	Last date for submission of bids through SRM	24.02.2022	14.00 Hrs
5	Opening of Prequalification bids	24.02.2022	14.00 Hrs
6	Opening of Technical bids	24.02.2022	14.00 Hrs

### **PRE-BID MEETING:**

Due to Covid-19 Pandemic situation, Pre-bid meeting will be organized through Video Conference, interested bidders are advised to send the email to [cmimp2@beml.co.in](mailto:cmimp2@beml.co.in) for the participation on or before 07.02.2022 @1700 Hrs to share the video-conference link for Pre-Bid meeting scheduled on 08.02.2022 at 11.00 AM.

- Any queries / clarification / information / details if required by the bidder, the same to be sent to e-mail address: [cmimp2@beml.co.in](mailto:cmimp2@beml.co.in).
- The queries will be accepted and entertained up to 07.02.2022 @ 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](http://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.

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

<b>Part-1</b>	<b>Pre Qualification bid- To be submitted manually</b>
	<ul style="list-style-type: none"> <li>a) <b>Rs. 2,25,000</b> EMD / Bid Guarantee (Proof of making payment or EMD Exemption Certificate).</li> <li>b) Original Integrity pact (As per Annexure-A &amp; AnnexureA-1) duly filled, signed and stamped.</li> </ul>
<b>Part-2</b>	<b>Technical Bid – To be uploaded in Collabaration folder on BEML SRM Paltform.</b>
	<ul style="list-style-type: none"> <li>a) All the pages of tender document duly signed and stamped.</li> <li>b) <b>Annexure–B</b> duly filled, signed and stamped in prescribed format with all supporting documents for <b>Annexure-B</b>.</li> <li>c) <b>Annexure-E, Annexure-F &amp; Annexure-G</b> duly filled, signed and stamped in prescribed format.</li> </ul>

<b>Part-3</b>	<b>Price Bid-(As per Table-1 &amp; Table-2 of Annexure-C ) Please quote the price details on BEML SRM Platform only against the respective items provided therein.</b>
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## **7. SCOPE OF WORK:**

### **7.1 : Broad scope of work includes the following:**

- a. C & F activities at ICD, Whitefield, Bengaluru.
- b. Placement of containers at ICD, Whitefield Bengaluru. Stuffing, lashing and Custom Clearance at ICD. Movement to Chennai / Ennore / kattupalli / Mumbai / Nhava Sheva port for onward shipment to Douala port by sea.
- c. Unloading containers at Douala port and arranging for Import clearances.
- d. Inland transportation of cargo from Douala port to Project site at Ebolowa, Cameroon.
- e. Unloading and handing over of Spare parts consignment to Customer at Project Site, Ebolowa Cameroon. Project owner: Ministry of Economy planning and Regional Development, Cameroon.
- f. It will be the responsibility of the bidder to ensure seamless communication at all concerned points during the process of shipment.

### **7.2 : Detailed scope of work is as under;**

#### **7.2.1: At ICD, Whitefield, Bengaluru:**

- a) Filing of Shipping bills (Duty free / Duty drawback) 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 number valid for 2021-22 & 2022-23 / 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) Forwarding of Check lists to BEML for due approval.
- d) Arranging Vehicle entry pass and unloading of cargo from trucks which are arriving from BEML Manufacturing Units.
- e) Arranging for custom clearance, Let Export permission from customs and to arrange for movement of Container(s) to the designated place for stuffing of Container.
- f) To forward LEO copy of the shipping bill as soon as custom clearance completed at ICD.
- g) Fumigation of cargo before stuffing.
- h) Placement of required No. of Containers and Stuffing of the cargo.
- i) Lashing of the box's inside the Container to avoid movement.
- j) Arranging Survey report after inspection by competent and reputed surveyor.
- k) VGM submission manually & also VGM submission on ODEX.
- l) Sealing of container.
- m) Handing over of the Container (s) to the Shipping line for movement to Chennai / Ennore / Kattupalli / Mumbai / Nhava Sheva port for onward shipment to Douala port by sea.
- n) To coordinate for Bill of Lading to obtain original BL within 48 hrs. from the liner.
- o) Payment of liner charges on behalf of BEML within 48 hours from the date of receipt of debit note from the liner.
- p) To ensure closure of EGM, flow of export proof to GST site, receipt of DBK amount settlement from customs to BEML, flow of shipping bill to DGFT site for export incentives and proof of payment of GST to government.
- q) Informing the Schedule of shipment to BEML periodically during shipment.

**7.2.2: At Discharge port Douala port:**

- a) Safe discharge of containers at the Douala port.
- b) Arranging port clearance including customs formalities. **(As the project is funded by Government of India, Import duties are exempted. Duty exemption letter will be provided by the project owner: Ministry of Economy planning and Regional Development, Cameroon).**
- c) Arranging suitable trailers and loading the container(s) for onward movement from Douala port to Ebolowa project site.

**7.2.3: In land transportation from Discharge port to Ebolowa, project site, Cameroon:**

- a) Arranging inland transportation from port of discharge i.e. Douala Port to Project site at Ebolowa, Cameroon.
- b) Necessary road permits, local police clearance and other permissions as per Cameroon law.
- c) Safety of the Container(s) during transportation to be ensured.

**7.2.4: At Ebolowa project site:**

- a) Unloading of the container(s) from trailer(s) at Ebolowa project site.
- b) Arrange for unloading of cargo from container(s) at Project site and handing over of cargo to authorities of Ministry of the Economy Planning and Regional Development (MINEPAT) at Ebolowa Project site.
- c) Complete all the documentations.
- d) Forward the GR copies duly signed by the consignee for having received the cargo in safe condition.
- e) Issuance of Landing certificate as per BEML prescribed format.

**8. COMMERCIAL TERMS AND CONDITIONS:**

**1. CONTRACT PERIOD:**

The Contract is valid from the date of signing of the contract up to delivery of cargo in safe condition at Ebolowa project site, Cameroon and submission of all necessary documents to BEML Limited and ensuring closure of EGM, flow of export proof to GST site, receipt of DBK amount settlement from customs to BEML, flow of shipping bill to DGFT site for export incentives and proof of payment of GST to government.

**2. VOLUME OF BUSINESS:**

Approximate volume is 6 to 8 No's of 20' FCL. The approximate dimensions & Wt. of boxes are mentioned at **Annexure-D** for reference purpose only.

**Note:** 1. Number of container(s) may increase or decrease at the time of shipment.

2. Dimensions and weight mentioned at **Annexure-D** are tentative and may vary at the time of shipment.

**3. MEASUREMENT OF CARGO WEIGHT/VOLUME:**

a) Bidder will have to appoint surveyor for the purpose of Measurement of Cargo weight & dimensions at ICD, Whitefield, Bengaluru.

b) Cargo size assessed by the Surveyor in line with Invoice & Packing list submitted by BEML at the time of shipment should be the basis for placement of Number of Container(s) at the time of shipment.

c) In case, if there is deviation in measurement, same to be informed to BEML for verification and due approval for proceeding further.

#### **4. VALIDITY OF RATES:**

The quoted rates shall be kept valid for shipment till **120 days** from the date of opening of the tender. The successful bidder shall keep the price offer valid till completion of entire scope of work as per contract or work order. Bidder(s) are advised to consider all factors and components, including any fluctuations in the market rates, etc. before quoting their prices in the price bid.

#### **5. SHIPMENT:**

BEML is planning its shipment in two / three phases to Cameroon through 20' closed containers.

First shipment shall commence tentatively during March 2022 and shipment shall be completed by September 2022. The successful bidder should hold the prices valid until 30<sup>th</sup> September 2022.

#### **6. ROUTING:**

##### **ICD, BENGALURU-CHENNAI/ENNORE/KATTUPALLI/MUMBAI/NHAVA SHEVA PORT-DOUALA-EBOWA(CAMEROON)**

- i. ICD, Bengaluru to Chennai/Ennore/Kattupalli/Mumbai/Nhava Sheva port.
- ii. Chennai/Ennore/Kattupalli/Mumbai/Nhava Sheva port to Douala Port by sea.
- iii. Douala Port to Ebolowa (Project site), Cameroon by Road.

#### **7. PLACE OF DISCHARGE: EBOLOWA (PROJECT SITE), CAMEROON.**

#### **8. 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.

#### **9. CONFIDENTIALITY:**

Successful Bidder shall not divulge any information with regard to goods and documents etc. to any person or agency without written permission from BEML. In event of violation, the contract will automatically stand cancelled.

#### **10. INDEPENDENT AGENCY:**

The Successful Bidder shall always be regarded as an independent agency and their employees shall not at any time be regarded as the employee of the BEML. BEML shall not be liable/responsible for damage, loss or injury if any caused to life or property of any persons, or employees of the Successful Bidder by reason of any acts of Omission or negligence on their part.

Nor shall the BEML be liable / responsible for claims, if any, of the employees of the Successful Bidder under the Workmen's Compensation Act or any other enactment. The Successful Bidder shall always keep BEML fully indemnified against all such claims and proceedings, if any, of their employees or their agents against the BEML.

## **11. ASSIGNMENT OR SUB-LETTING OF CONTRACT:**

Successful Bidder shall not, at any time during the contractual period, assign or sub-let the contract in full or any part thereof to any person without the prior permission in writing from BEML. Any contravention of this condition shall entitle BEML to rescind the contract and shall also render the Successful Bidder liable for payment to BEML in respect of any loss or damage arising out of or ensuing from such sub-letting or rescinding of contract.

## **12. TERMINATION:**

BEML reserves the right to terminate the contract at any time either wholly or in partly by giving a written notice. The Service Provider shall not be entitled to any compensation on account of such termination.

In the event of any breach by the Successful Bidder of any condition herein or in the Contract or in the event of any misconduct on the part of the Successful Bidder or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.

If at any time during the pendency of the contract, the Successful Bidder fails to render all or any of the services required under the scope of work satisfactorily, decision of the company shall be final and binding on the Successful Bidder. The company reserves the right to get the work done by other parties at the Service provider's risk and cost.

In the event of the Successful Bidder going into liquidation or winding up business or making arrangements with a third party, the Company will have the right to terminate the Contract forthwith without giving any notice. The Company reserves the right to claim from the Successful Bidder any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of the Contract.

## **13. PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT:**

- a. Successful bidder shall submit Performance Bank Guarantee / Security deposit for an amount, equivalent of 10% of contract value within 15 days from the date of receipt of the contract from BEML. Successful bidder should submit Performance Bank Guarantee (as per the format provided at Annexure-I) issued from any of the scheduled Commercial Banks authorized by RBI (Excluding Regional Rural Banks/ Co-operative Banks) OR Security Deposit through Demand Draft / Banker's cheque / NEFT / RTGS drawn on any of the commercial bank made in favour of BEML Limited.
- 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)**

Performance 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 Bank Guarantee/ Security deposit will also be extended accordingly.
- d. The above Performance Bank Guarantee/ Security 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 Bank Guarantee/ 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 Bank Guarantee / Security deposit shall not entitle for any interest payment on refund.
- f. Performance Bank Guarantee/ 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.

#### **14. REFUND OF PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT:**

On completion of the contract based on the recommendations of the concerned-in-charge, the Performance Bank Guarantee/ 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".

#### **15. PAYMENT TERMS:** Payments shall be as under:

- a) Payments will be made for the actual quantity of the shipment made.
- b) 90% of the ocean freight Charges and 50% of Clearing and forwarding (C&F) charges is payable within 30 (thirty) working days after submission of shipment documents Viz; Original Bill of Lading along with LEO copy of shipping bill, CHA invoice with supporting CFS bills & Debit note issued by the liner.
- c) 50% of Inland transportation charges is payable within 30 (thirty) working days from the date of movement of trailers from Douala port to project site (EBOLOWA, CAMEROON) and on submission of a cargo movement declaration submitted by successful bidder confirmed by BEML's supervisor / representative at the Douala port.
- d) Balance 10% of freight charges & 50% Inland transportation charges shall be payable after safe discharge of the cargo at EBOLWA Project site against submission of "LANDING CERTIFICATE" confirmed by BEML's supervisor / representative.
- e) Balance 50% of C&F charges shall be payable after ensuring closure of EGM, flow of export proof to GST site, receipt of DBK amount settlement from customs to BEML, flow of shipping bill to DGFT site for export incentives and proof of payment of GST to government.
- f) GST invoice bills should be produced by successful bidder for claiming of payment.
- g) GST exemption available for C&F agents / CHA as per 'notification of Govt. of India' should be considered while raising Invoices.
- h) Successful bidder should furnish the GST remittance details to BEML.
- i) While releasing payment in INR, equivalent of the US dollar, towards Ocean freight and Inland Transportation, BEML will consider SBI TT selling rate prevailing on Bill of lading date of the shipment.

#### **16. 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.

#### **17. 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.

#### **18. 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.

#### **19. PENALTY CLAUSE:**

The successful bidder should adhere to the delivery schedule agreed to with BEML. If the successful bidder fails to deliver the goods within the stipulated time, agreed total transit time (as per the offer) penalty @ 2% of total contract value per week pro-rata up to maximum 5% of total contract value shall be charged and deducted from the bills of the successful bidder. Transit Time shall be calculated from the date of actual sailing of the vessel and the date of actual time of reaching of cargo at the destination.

#### **20. 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.

#### **21. ESSENTIAL CONDITIONS:**

- a) BEML reserves the right to accept the offers or reject all offers.
- b) Transshipment is allowed.
- 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 SRM system, please contact BEML SRM Team on 080-22963269, 080-22963268 or e-mail to [admin.srm@beml.co.in](mailto: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) 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.
- j) Bill of Lading to be released upon confirmation and approval by BEML.
- k) Bill of lading to be released within 48 hours from the date of sailing.

- l) Bill of Lading to be issued / signed by liner or it's agent, to comply with Letter of Credit conditions (BL to be in compliance with the draft given by BEML at time of shipment.
- m) BEML reserves the right to accept the offers or reject all offers or split the scope of work between successful bidders without assigning any reasons.
- n) List of associates in respective country must be provided to enable BEML to incorporate in their Purchase Order.
- o) The Sailing Schedule of the Vessel should be sent regularly to [mx@beml.co.in](mailto:mx@beml.co.in), [mxparts@beml.co.in](mailto:mxparts@beml.co.in), [sea@beml.co.in](mailto:sea@beml.co.in), [latam@beml.co.in](mailto:latam@beml.co.in) and [export1@beml.co.in](mailto:export1@beml.co.in)

## **22. 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.

## **23. CANCELLATION OF CONTRACT IN PART OR IN FULL:**

If Successful bidder, in the opinion of BEML, fails or neglects to comply with any of the terms and conditions of the contract or with any order issued there under then in such a case BEML, shall without prejudice to any other right of remedies under this contract have the right and be entitled to cancel the contract by giving fourteen days, notice in writing to the supplier, without being liable to pay any compensation for such cancellation. The Successful bidder, however will be entitled to be paid at contract rates after deduction of any amount due to the Government, for the works already completed, which in the opinion of the BEML, is in accordance with the terms of the contract. In the circumstances aforesaid, the Successful bidder, shall, on demand by the BEML, or the authorized representative thereof, hand over immediately to the BEML, or the authorized representative of the BEML, Stores components in possession or custody of the supplier without waiting for the payment of even settlement of any claim already made or intended to be made.

## **24. 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.

## **25. 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 organization, in case of being accepted as successful bidder after tendering process.

*(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 if 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.

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(For & On behalf of the Principal)

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(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

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

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

**Witness 1:**  
(Name & Address)-----  
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**Witness 1:**  
(Name & Address) -----  
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**Witness 2:**  
(Name & Address)-----  
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**Witness 2:**  
(Name & Address) -----  
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**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](http://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.



## 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 to be furnished by the bidders.**

SL.NO	PARTICULARS	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	<b>Documents to accompany with Tenders:</b>	
4 (i)	The Bidder should be registered with DIRECTORATE GENERAL OF SHIPPING as a Multimodal Transport Operator	Upload copy of valid Multimodal Transport Operator Certificate of Registration
4 (ii)	The bidder should furnish complete address and contact details of their agent at Cameroon.	Please provide details
4 (iii)	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; i) Letter from his associate, whose license details of CHA will be engaged for CHA activities. ii) Copy of valid CHA License of associate.	Upload copy of valid CHA license.  or  Upload Letter from associate and copy of valid CHA license.
4 (iv)	PAN Card issued by the Income Tax Department.	Upload copy of PAN card
4 (v)	GST registration details	Upload copy of GST registration certificate.
4 (vi)	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 (minimum 2 Nos) issued by customer(s) <b>during past 5 years.</b>

4 (vii)	<p>The bidder should have average annual turnover of <b>Rs 50 Lakhs</b> during any 2 financial years of the preceding 4 financial years <b>(FY2017-18 to FY2020-21)</b>.          Audited financial statements for the same to be submitted.  <b>(Only relevant pages of audited Profit &amp; Loss statement to be uploaded without Notes and enclosures)</b></p>	<p>Upload relevant audited Profit &amp; Loss statements of two (2) Financial years.           (Only relevant pages of audited Profit &amp; Loss statement to be uploaded without Notes and enclosures)</p>
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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

**Part –III – Price Bid**

Price to be quoted on BEML SRM system only against the respective line items provided therein. The bidder who has technically qualified and who's sum of all the rates quoted for **SRM item Sl. No. 1, 2 (of Table-I) and SRM item Sl. No. 3 to 11 (of Table-II) is lowest**, will be considered as L1.

Bidder has to quote all the line items.

Bidder should carryout shipment from Chennai / Ennore / Kattupalli **OR** Mumbai / Nhava Sheva port only.

**TABLE-I**

<b>Sl. No</b>	<b>Description</b>	<b>SRM Item Data Sl. No.</b>	<b>Unit of Measurement (UoM)</b>	<b>Unit Price (in USD for PER 20' FCL)</b>
<b>1</b>	<b>OCEAN FREIGHT IN USD (INCLUSIVE OF ALL CHARGES) (CHENNAI/ENNORE/KATTUPALLI OR MUMBAI/NHAVA SHEVA PORT TO DOUALA PORT) PER 20 FEET CONTAINER</b>	<b>1</b>	<b>Per 20 feet container</b>	<b>Please quote the rates against the respective items in 'Item Data' in the SRM system</b>
<b>2</b>	<b>INLAND TRANSPORTATION CHARGES IN USD (FROM DOUALA PORT TO PROJECT SITE AT EBOLOWA, CAMEROON). PER 20 FEET CONTAINER.</b>  (Covers all charges including customs clearance, port clearance charges and loading of cargo on the suitable trailers at Douala port. Necessary road permits, local police clearance and other permissions/statutory charges, if applicable as per Cameroon law and Unloading of cargo at Ebolowa (Project site), Cameroon.	<b>2</b>	<b>Per 20 feet container</b>	

**TABLE-II**

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

**(C&F activities at ICD, Bengaluru)**

Sl. No.	Description	SRM Item Data Sl. No.	Unit of Measurement (UoM)	Unit Price in INR
<b>C&amp;F Activities at ICD, Whitefield, Bengaluru</b>				
<b>NON-RECEIPTED CHARGES</b>				
1.	Loading & Unloading charges.	3	Per Truck	Please quote the rates against the respective items in 'Item Data' in the SRM system
2.	Customs clearance, documentation and EDI charges.	4	Per Shipping bill	
3.	Service charges for filing DBK Shipping bill.	5	Per Shipping bill	
4.	Inspection charges	6	Per 20' Container	
5.	Survey charges	7	Per 20' Container	
6.	Stuffing charges	8	Per 20' Container	
7.	Lashing charges	9	Per 20' Container	
8.	Fumigation charges	10	Per 20' Container	
9.	Seal Charges	11	Per 20' Container	

**Important Note:**

- a) The bidder should hold the quoted prices for the shipment until 30<sup>th</sup> September 2022 for minimum of 2 to 3 shipments.
- b) After technical evaluation, price bid will be opened for technically qualified bidders.
- c) No Weightage / preference will be given for any specific / particular activity.
- d) The bidder should quote mandatorily for all the line items of Table -I and Table-II.
- e) The rates quoted in USD will be converted in INR by considering exchange rate (SBI TT selling rate) as on tender opening date for evaluation.
- f) While releasing payment for US Dollar (USD) (ocean freight and Inland Transportation) amount, BEML will consider SBI TT selling rate prevailing on Bill of lading date of the shipment.
- g) The local charges like IHC, THC, BL, VGM, Re-positioning charges of the Container etc. need to be paid by the CHA to the shipping line on behalf of BEML and later on same will be reimbursed to CHA with supporting bills from the shipping line as per payment terms.
- h) Statutory charges like CFS charges shall be paid at actuals against submission of original receipts.to BEML.
- i) GST charges applicable in India will be paid by BEML at actuals.
- j) 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”**

**Tentative Dimensions & Weight of Packages**

Sl. no	Package no	Length (cm)	Width (cm)	Height (cm)	Net wt. (kgs)	Gross wt. (kgs)
1	1000267703	190	123	145	1,250.000	1,500.000
2	1000127296	114	88	120	465.000	565.000
3	1000357898	176	109	146	1,106.000	1,006.000
4	1000053456	200	133	225	2,800.000	3,000.000
5	1000246977	82	74	135	887.000	987.000
6	1000355284	25	23	19	3.000	4.000
7	1000355327	42	42	20	3.000	9.000
8	1000356241	42	42	20	3.000	9.000
9	1000361215	42	42	20	3.000	9.000
10	1000355327	42	42	20	3.000	9.000
11	1000356203	102	46	69	60.000	90.000
12	1000356204	48	31	27	14.000	21.000
13	1000355326	42	42	23	4.000	11.000
14	1000355288	40	40	23	6.000	13.000
15	1000356201	122	115	133	288.000	383.000
16	1000356202	77	72	38	32.000	53.000
17	1000356185	49	29	43	18.000	28.000
18	1000361220	64	41	61	30.000	52.000
19	1000357224	38	28	23	7.000	11.000
20	1000357232	39	15	13	2.000	4.000
21	1000358429	41	41	46	54.000	67.000
22	1000358430	27	24	18	1.000	4.000
23	1000365519	154	94	133	240.000	348.000
24	1000355296	41	41	34	3.848	12.848
25	1000355460	41	41	22	5.000	11.000
26	1000356215	48	31	27	14.000	21.000
27	1000356236	40	40	40	9.000	19.000
28	1000356237	49	29	43	18.000	28.000
29	1000357225	38	28	23	7.000	11.000
30	1000361218	31	31	26	12.000	17.000
31	1000362116	26	25	16	1.000	3.000
32	1000365523	154	94	133	240.000	348.000
33	1000356249	80	80	55	46.000	77.000
34	1000356248	89	57	101	62.000	102.000
35	1000356252	92	78	48	249.000	281.000
36	1000356253	103	74	40	305.000	347.000
37	1000356251	45	45	25	35.000	44.000
38	1000356250	87	42	35	75.000	91.000
39	1000356198	56	48	25	28.000	38.000
40	1000356196	122	115	133	288.000	383.000
41	1000356197	77	72	38	32.000	53.000
42	1000356240	66	66	33	21.000	39.000
43	1000356239	47	47	26	48.000	57.000
44	1000356238	49	29	43	20.000	30.000
45	1000357216	44	41	36	7.000	18.000
46	1000356212	68	42	45	18.000	33.000

47	1000356211	122	83	102	160.000	222.000
48	1000355297	48	40	42	22.000	33.000
49	1000355298	41	41	24	4.000	10.000
50	1000356234	44	44	17	3.000	10.000
51	1000357233	39	39	17	2.000	7.000
52	1000361219	36	27	18	3.000	7.000
53	1000363363	55	40	38	8.000	21.000
54	1000364403	22	22	22	1.000	4.000
55	1000356207	122	103	100	210.000	280.000
56	1000356208	115	74	71	98.000	142.000
57	1000356209	61	31	24	38.000	43.000
58	1000356210	61	31	24	38.000	43.000
59	1000356205	122	115	132	291.000	386.000
60	1000356206	90	72	77	64.000	103.000
61	1000355271	98	59	83	68.000	108.000
62	1000356189	49	29	43	19.000	29.000
63	1000365520	130	117	133	144.000	251.000
64	1000365521	130	117	133	144.000	251.000
65	1000365522	88	88	116	64.000	128.000
66	1000361216	31	31	15	2.000	5.000
67	1000357227	54	41	28	28.000	37.000

**Note:** Number of packages, Dimensions & Weight mentioned above are indicative and for reference purpose only, however actual details may change at the time of shipment.

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

Sub:- Undertaking with respect to Bid Invitation No. 6300037032

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 XX 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

**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 this .....day 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 –“1”**

**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, 4<sup>th</sup> Main, S.R. Nagar,  
Bangalore – 560 027  
KARNATAKA, India**

M/s .....(Name of the Shipping company) having their office at .....and 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 BEML spare parts to Ebolowa, Cameroon 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 :