

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  
Phone: 080 – 2296 3179  
Email ID : cmimp5@beml.co.in

## **TENDER NOTICE**

**Bid Invitation No. 6300037184**

**Date: 28/02/2021**

**Sub: Tender for engaging customs house agent (CHA) for customs / port clearing and forwarding for Imports at Chennai by – sea, for all divisions of BEML Ltd for a period of 3 years.**

**Tender Closing Date & Time: 23/03/2021 at 14.00 Hrs**

BEML Limited is a leading multi-technology and multi-location company under the Ministry of Defence, Government of India, offering high-quality products and services for diverse sectors of the economy such as coal, mining, steel, cement, power, irrigation, construction, road building, aviation, defence, metro and railways. Established in May 1964, the company operates in three major Business verticals viz., Defence & Aerospace, Rail & Metro and Mining & Construction.

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence, with Miniratna status and having its Registered Office at “BEML Soudha” No.23/1, 4th Main, Sampangirama Nagar, Bangalore – 560 027.

Invites Tenders for the subject work in two bid system (Pre-Qualification Bid – through manual mode, Technical bid and Price bid in e-mode through SRM platform from reputed **Custom House Agents** and having experience with Govt. and Public Sector undertakings or other large organizations of repute for customs / port clearing and forwarding for imports at Chennai by – sea, for all divisions of BEML.

The details regarding Instructions for submission of Tender, Technical Bid, Price bid terms & conditions, Scope of Work, and Financial Bid details etc. are furnished below as per Index Sheet of this Tender Documents.

All Corrigenda, Addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website [www.bemlindia.in](http://www.bemlindia.in). Bidders should regularly visit BEML’s websites to keep themselves updated.

**Note: - The tender consists of 52 no. of pages of RFQ including this page.**

## Index Sheet

Sl. No	TITLE/DESCRIPTION	Annexure / appendix / exhibits	Page No
1	Disclaimer		2
2	Definitions and Interpretations		3
3	General instruction for submission of tender		4 – 10
4	General Terms & Conditions		11- 16
5	Special terms and conditions		17 – 21
6	Scope of work		22 – 28
7	Technical bid details	Annexure A	29 – 31
8	Price bid details	Annexure B	32 – 33
9	Determination of Lowest (L1) tendered		33
10	Format of Bid guarantee form	Annexure C	34 – 35
11	Format for refunding of DD/Bankers Cheque for EMD	Annexure D	35
12	Integrity Pact	Annexure E	36 – 41
13	General Declaration certificate	Annexure F	42
14	Undertaking Letter	Annexure G	42
15	Compliance certificate	Annexure H	43 – 44
16	Authorization letter	Annexure I	45
17	Acceptance of GST terms and conditions	Annexure J	46
18	Format of performance Bank guarantee	Annexure K	47 – 48
19	Agreement proforma	Annexure L	49 – 50
20	Experience of the service provider for similar movements	Appendix A	51

## **DISCLAIMER**

The information contained in this Tender Document (the "**Bid Document**") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of BEML Limited ("**BEML**") or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is neither an agreement nor an offer and is only an invitation by BEML to the prospective Bidders who are qualified to submit their Proposal ("**Bids**"). The purpose of this Bid Document is to provide interested Bidder(s) with information that may be useful to them in the formulation of their Bid. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by BEML. Such assumptions, assessments and statements do not purport to contain all information that each Bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for BEML, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in this Bid Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BEML accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

BEML, its employees and Advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document.

BEML accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid Document.

BEML may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

The issue of this Bid Document does not imply that BEML is bound to appoint the selected Bidder and BEML reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BEML or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the Bidder and BEML shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## **1. DEFINITIONS & INTERPRETATIONS:**

- a. The Purchaser' means "(include BEML Limited, Division address)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at BEML Soudha, No:23/1, 4th Main, SR Nagar, Bangalore -560 027 and shall be deemed to include its successors and assignee.
- b. Supplier' means a person having been included in a contract as a Contractor and also means a firm or company with whom the order for supply/execution of work is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, Contractor or vendor.
- c. Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- d. Tender' means and includes quotation, invitation to tender and all other documents like drawings, specifications, quality plan, etc that form part of the tender document.
- e. Acceptance of Tender' Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
- f. Purchase Orders / Contract' means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, schedule of prices, quantities, quality plan, drawings enclosed and other condition specified in the acceptance of tenders and includes the repeat order which has been accepted or acted upon by / for the supplier for the supply of stores and includes an order for performance of service and includes amendments, if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.
- g. Stores / Materials / Services' means the goods or services specified in the Purchase Order which the supplier has agreed to supply under the Purchase Order.
- h. Words in singular include the plural & vice-versa.
- i. Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.
- j. The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

## 2. GENERAL INSTRUCTIONS TO BIDDERS

This tender is designated as the tender from reputed firms to engage a service provider for Custom House Agent (CHA) contract for Customs / Port clearing and forwarding for Imports at Chennai by Sea, for all Divisions of BEML Ltd for a period of three (3) years.

- 2.1 The bidders are advised to carefully go through the following paragraphs and terms & conditions of tender before submitting the bid.
- 2.2 This tender enquiry is not transferable under any circumstances.
- 2.3 All entries in the tender document shall be in English either typed or written legibly in any one ink other than Green and Red. Erasing, over-writings and use of correction fluids are not permitted. All cancellations and insertions should be duly signed / attested by bidder concerned.
- 2.4 All the documents shall be uploaded in PDF Format in SRM platform.
- 2.5 Late and/or incomplete tender shall not be considered.
- 2.6 Canvassing and request for in any manner, including unsolicited letters after submission of tenders, or post tenders' corrections shall render offers of such parties indulging in such activities are liable for rejection.
- 2.7 Bidder shall ensure that all the information & documents submitted by them are true & correct.
- 2.8 Submission of false information by the bidders shall render the tender liable for rejection during any stage of evaluation and before awarding of contract. In case, it comes to the knowledge of BEML that the bidder has submitted false information, EMD submitted by such bidders shall be forfeited at the discretion of BEML.
- 2.9 In the event, it comes to the knowledge of BEML that the successful bidder has submitted false information, subsequent to the award of contract, the contract shall be cancelled/short closed by the company and shall invoke Risk purchase clause with liabilities on such bidder. The PBG shall also be encashed on a result of consequence of breach of contract at the discretion of BEML.
- 2.10 Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
- 2.11 The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
- 2.15 Technical bids of only those bidders shall be considered for evaluation who is meeting the pre-qualification criteria.
- 2.16 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 News-paper in this regard.
- 2.17 Fax/email quotations are not acceptable.
- 2.18 BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder.
- 2.19 Please ensure that no price details are mentioned in the Technical Bid (attachments to the SRM folder). Offers with price details in Pre-Qualification Bid or Technical Bid will not be considered and will be rejected.
- 2.20 Please submit only the relevant documents which is required, please don't submit the documents which is not asked.
- 2.21 A separate sheet may be attached if the space provided is insufficient or additional information is to be given
- 2.22 BEML reserves the right to verify the authenticity of the documents from the Originator
- 2.23 MSME supplier has to attach the required document proofs if they are seeking to register under MSME Act
- 2.24 PO copies/Experience certificates/Test Certificates or any other required documents may be sent for verification to the concerned issuing authority.
- 2.25 Registration will be liable to be cancelled if any document is found to be fake/false/forged on verification
- 2.26 Submission of fake/false/forged documents will invite action by BEML as per extent Guidelines for Suspension of Business Dealings.

The tender consists of three parts: -

Sl. No	Nature of Bid	Mode of Submission	RFQ
1	Pre-Qualification Bid	Manual Mode (Post / courier / Drop in)	EMD and Integrity Pact or EMD exemption and Integrity Pact.
2	Technical Bid	E-mode (BEML SRM portal)	As per annexure A - Technical bid
3	Price Bid	E-mode (BEML SRM portal)	Price bid submission as per Annexure B

Prequalification bid,

Integrity Pact, EMD, if EMD exception, Udyam or Udyog Aadhar certification and other documents should be submitted through manual

2.1.21 Technical and financial bids and other supporting documents should be submitted through online in **BEML SRM e-Procurement portal only.**

2.27 Key points refer: Table A

1	Tender Ref No and date	6300037184 and 28-02-2021
2	Name and contact details of the person for queries in the tender	Derick Vincent Manager – Corporate Materials Phone: 080 22963179 Email ID: cmimp5@beml.co.in alternate email ID: cmimp@beml.co.in Working hours: 8:30 am to 5:15 pm Working days: Monday to Friday
3	Nature of Work	Custom House Agent (CHA) contract for Customs / Port clearing and forwarding for Imports at Chennai by Sea, for all Divisions of BEML Ltd for a period of three years.
4	Nature of goods to be handled	Transporting Heavy engineering goods viz. Engines, Axles transmissions, propulsions, plates, tubes etc. through sea from various countries to India at Chennai Sea Port.
5	Estimated value of the tender	Approximate contract value Rs <b>2 crores per annum</b> (Rupees <b>Two crores</b> only)
6	Pricing	Rates to be quoted in INR only.
7	EMD (Earnest Money Deposit)	<b>Rs 4 Lakhs</b> (Rupees <b>Four Lakhs</b> only)
8	Performance Bank Guarantee	Rs 6 (Rupees Six Lakhs only) or 3 % of annual contract value.
9	Average 3 years annual Financial turn over requirement for qualification	<b>Rs 60 Lakhs</b> (Rupees Sixty Lakhs only)
10	Payment terms	60 days from the date of bill submission in INR.
11	Availability of RFQ document	<a href="http://www.bemlindia.in">www.bemlindia.in</a> (Under Tenders section of website) & CPP Portal.
12	Last date for Submission of queries if any for clarification.	<b>10-03-2022 at 15:00 Hrs IST.</b>
13	Pre-bid meeting	<b>11-03-2022 at 11:00 Hrs IST.</b> Due to Covid-19 Pandemic situation, Pre-bid meeting will be organized through Video Conference; interested bidders are advised to send the email to <a href="mailto:cmimp5@beml.co.in">cmimp5@beml.co.in</a> for the participation on or before <b>11-03-2022</b> , 10:00 Hrs. IST to share the video-conference link.
14	Last date for submission of Pre-Qualification Bid i.e. Manual cover and through e portal for Techno commercial and Price bid)	<b>23-03-2022 before 14:00 Hrs IST.</b>
15	Opening of Pre-qualification Bid (Manual Mode)	<b>23-03-2022 at 15:00 Hrs IST.</b>
16	Opening of Technical Bid	<b>23-03-2022 16:00 Hrs. IST.</b> (Bidders who are meeting the pre-qualification criteria only be considered for further processing of tender)
17	Opening of Price Bid	Date and Time will be notified to only those Bidders whose Technical bids are accepted by BEML.

**2.28 Bid Clarifications / Pre-Bid Meeting**

- 2.28.1 Bidders requiring any clarifications on the Bid Document may seek the same from BEML as per date mentioned. BEML shall endeavor to respond to the queries / post the replies to the queries on BEML website. However, BEML reserves the right not to respond to any question or provide any clarification, at its sole discretion.
- 2.28.2 The pre-bid meetings for clarifying any doubts with respect to the RFQ document will be held through Video-Conference, interested bidders are advised to send a request to email ID [cmimp5@beml.co.in](mailto:cmimp5@beml.co.in) and [cmimp@beml.co.in](mailto:cmimp@beml.co.in) for the participation on or before **11-03-2022 15:00 Hrs IST** to share the link for video-conference
- 2.28.3 Bidders are requested to submit their queries on the RFQ if any, on or before **11-03-2022 10:00 Hrs IST** one working day prior to the day of pre-bid Video-conference meeting to be held on **11-03-2022** at 11:00 Hrs IST. No further opportunity after pre-bid Video-conference meeting will be granted to seek clarifications.
- 2.28.4 BEML's responses to the queries/clarifications etc. and/or minutes of the pre-bid Video-conference meetings shall

also form part of this RFQ document and will be hosted on the tender portal without disclosing source of the query. All decisions taken by BEML after pre-bid Video-conference meeting shall be binding on all the bidders.

2.28.5 Clarifications to the bidders' queries during the pre-bid queries and all corrigenda, addenda, Amendments, Time Extensions, 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.

2.28.6 Before the dead-line for submission of Bids, BEML may modify the bidding documents.

2.29 EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE:

Every bidder shall deposit an amount of **Rs. 4 Lakhs ( Rupees Four Lakhs only)** as Earnest Money Deposit with the Purchaser through any of the following mode before the tender closing date and time indicated in the tender document: Account Payee Demand Draft / Banker's Cheque in favor of BEML Limited from any of the commercial bank

(OR)

An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favor of the Purchaser as per format in **Annexure-C** having a validity period of bid validity + 45 days from the date of opening of Tender.

(OR)

Insurance surety bounds

(OR)

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

(OR)

**Online Payment of EMD amount can be made as mentioned below:**

*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 4 Lakhs**. (In words: Rupees Four only)

Please ensure that online payment of EMD amount is made well ahead of the EMD Submission Date & Time mentioned in the Tender.

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

Bidder / Contractor who had deposited the permanent EMD at ..... Division is also exempted from payment of EMD, to the extent of PEMD deposited only. In case the EMD amount exceeds PEMD amount the difference has to be paid. Letter issued by BEML Limited..... Division in this regard to be submitted as pre-qualification document.

Offers not accompanied by Earnest Money Deposit / EMD exemption letter as given above and for the amount as stipulated therein and for the stipulated period (in case of Bid guarantee) shall be summarily rejected.

The Earnest Money Deposit / Bid Guarantee shall remain deposited with the Purchaser for the period of **120 days + 45 days** from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit / Bank Guarantee duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

No interest will be payable by the Purchaser on the EMD / Bid Guarantee.

The Earnest Money / Bid Guarantee deposited is liable to be forfeited (encashed in case of BG) if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.

Refund of EMD:

01	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
02	If the bidder is disqualified at Technical Evaluation stage	EMD amount will be returned back to the bidder within <b>14 days</b> from the date of technical evaluation.
03	If the bidder is not qualified at Commercial evaluation	EMD amount will be refunded to unsuccessful bidder, within <b>14 days</b> from the date of awarding of contract.

EMD / Bid guarantee 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

The Commercially successful bidder has to submit the 10% of annual contract value as Performance Bank Guarantee 10% of annual contract value executed by Scheduled commercial Banks authorized by RBI issued by Bangalore branch within 15 days after award of the contract / from the date of Letter of Intent whichever is earlier for a period of six months beyond the expiry date of the contract. After receipt of PBG, EMD will be returned.

Please attach the details duly filled-up for refund of EMD as per **Annexure D**

### 2.30 Submission of pre-qualification bid (i.e. EMD and other specified Documents)

The bidder should submit **Earnest Money Deposit** or valid certificates for EMD exemption (as brought out at 2 )

The above Pre-Qualification documents to be enclosed in a single sealed envelope.

The sealed envelope containing pre-qualification documents shall be duly super scribed at the top of the envelope as

**“PRE-QUALIFICATION BID : For engaging service provider for CHA Contract.**

**Bid Invitation No: 6300037184 Closing date & Time: 23.03.2022 and 14:00 Hrs ”**

The name and address of the Bidder shall be written on the left hand bottom corner of the envelope.

The bidder should submit Pre-Qualification Bid through manual mode to the following address before tender closing date & time. (Address of Office where bid to be submitted given below.)

Pre-Qualification Bid envelope have to reach the address as mentioned below through any mode of courier / speed post on or before the closing date & time of the tender. BEML is not responsible for any postal or courier delays.

To : Asst. General Manager ( CMIM)

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

Alternatively, it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore

The “Pre-Qualification Bid” shall be opened at 14.00 hrs. at BEML Soudha, BEML Corporate office on the tender due date.

Technical bids which are meeting all the pre-qualification criteria alone shall be considered for evaluation.

**Technical bids shall not be considered for evaluation for the following deviations in pre-qualification bid:**

1. Non-submission of Pre-qualification envelope containing Integrity Pact / EMD & other specified documents in tender.
2. Envelopes received without superscription as stated above.
3. Envelope containing Pre-qualification Bid not received before the closing date & time of the tender.
4. Demand Draft towards EMD received other than through 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.

### **2.31 Submission of Technical Bid:**

The firm should submit their Technical Bid through E-mode in SRM Portal only.

The following documents shall be uploaded in the SRM portal as Technical bid and ensure that no price details are mentioned in any of the documents uploaded as part of the For Technical Bid refer Annexure A which consist of Mandatory and Informative clauses

- a) For Mandatory Clauses should be filled and uploaded with respective supporting documents as sought in Annexure A
- b) For Informative clause should be filled and uploaded with respective supporting documents.

**Note : All technical documents only to be upload in SRM portal**

### **2.32 Submission of Price bid:**

All the Price bid details are to be submitted through E-mode in SRM portal only.

The rates to be quoted in INR only.

Price details should be entered in the 'Price Conditions' column in GEM portal against the respective service as brought out in Annexure B

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

- The 'Price bids' shall be opened in respect of only those bidders who, after technical evaluation are found technically qualified.
- The date & time of opening of price bids will be conveyed to all the technically qualified Bidders.
- The price bids will be opened in SRM Portal
- No corrections/ revisions will be entertained after closing date and time of tender.
- Fax/email quotations are not acceptable.
- BEML reserves the right to accept or reject any bid without assigning any reasons thereof.
- BEML reserves the right to enter into contracts with more than one Bidder for the same route and /or any route and / or all routes for any combination with equal distribution and decision of BEML shall be final and binding
- Techno commercial bid details/documents, Price bid details/documents should not be given in the Pre-qualification bid. If any Bidder has given any Techno commercial details, Price Bid details in the Pre- qualification bid their offer is liable for rejection.
- If the bidder has not submitted the valid Pre-qualification documents or the pre-qualification documents are received after the tender closing date & time, their bid will be rejected.
- If the bidder has not uploaded the document which is specified / sought in the Annexure-A (Mandatory requirement), their offer is liable for rejection.
- The price details should not be given in the Techno commercial bid. If any of the bidder has given any price details in the Technical bid, their offer is liable for rejection and will not be considered.
- Techno commercial Bid & Price Bid submitted through manual mode / e-mail / fax will not be considered and is liable for rejection.
- 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.

### 2.34 Evaluation of bids:

- 2.35 Pre-Qualification documents will be opened first on the stipulated due date and time mentioned in the tender.
- 2.36 Technical bid will be considered only if the bidder qualifies in pre-qualification stage. If all the documents are found to be in order as per pre-qualification criteria, technical evaluation shall be carried out.
- 2.37 BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage.
- 2.38 Price bid of only those bidders who are adjudged as technically qualified by BEML will be opened for further processing.
- 2.40 In case bidders is not quoting for all activities of specific lot in price bid, then their offer shall be rejected.
- 2.41 No weight age / preference will be given for any specific / particular activity,
- 2.42 L1 will be considered on Total value of all the activities.
- BEML reserves its right to reject any incomplete bid submitted.
  - If sister concern exists then only one bidder to participate.
  - 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.
  - 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.
  - 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.
  - The correspondence exchanged against the tender from both bidder and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
  - 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.
  - 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 outrightly rejected and their EMD would be forfeited.
  - BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the contract. BEML's decision on any matter regarding short listing of bidders shall be final.
  - BEML is not obligated to contract for any of the services described in the Bid invitation /Notice Inviting Tender.
  - BEML reserves the rights to:

- 2..1 Accept or reject any or all proposals.
- 2..2 Waive any anomalies in proposals through an addendum.
- 2..3 Modify or cancel the RFX/Tender Enquiry
- The Bid invitation / Notice Inviting Tender is not an offer or a contract.
  - Proposals become BEML's property.
  - Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.
  - BEML is not obligated to contract for any of the products / services described in the Bid invitation / Notice Inviting Tender.
  - BEML Ltd's decision is final for evaluation of the offers.
  - 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.
  - The uploaded documents in the SRM Portal should be legible & readable. If required, the entire original documents (of Uploaded Documents in SRM Portal) have to be submitted to BEML Ltd within Bid validity if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.
  - **AUTHORITY OF PERSONS SIGNING DOCUMENT:** A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Service Provider.
  - **Validity of the offer: Offer should be valid for 120 days (One hundred and Twenty days) from the date of opening of the bid.**
  - No representation would be entertained on any error(s) if found in the NIT after tender closing date. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s) before tender closing date. The vendor's time and expenses has to be borne by vendor(s).

**2.43 Public Procurement – Preference to Make in India Policy:**

The procurement and placement of order is subject to **Public Procurement (Preference to Make in India) Order 2017** issued by the Ministry of Commerce and Industry, Department of Industrial Policy & Promotion, Government of India vide No.**P-45021/2/2017-B-E-II** and **revision thereof is applicable.**

The full details of the order can be seen at <http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017>.

- The accepting officer reserve the right to place order as a whole or part of any service as deemed fit.

### 3. GENERAL TERMS & CONDITIONS

#### 3.1. Integrity Pact:

**3.1.1.** 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-E along with Annexure E-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.

**3.1.2.** Central Vigilance Commission has appointed Shri E.K Bharat Bhushan , IAS (Retd.) and Shri Akhilesh Kumar , CES (Retd.) as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact. Address of IEM is as follows

**3.1.2.1.** Shri E.K Bharat Bhushan , IAS (Retd.)

Flat no 5151,Sobha city, Puzhukkal , Thrissur , Kerala - 680553

Mobile no. 9400797777

Email : [bbhushan55@gmail.com](mailto:bbhushan55@gmail.com)

**3.1.2.2** Shri Akhilesh Kumar , CES (Retd.)

No 1042,B-1, Vasant Kunj ( Near Fortis Hospital ) New Delhi - 110070

Mobile no : 9811420440

Email ID : er.akhilesh@yahoo.co.in

#### 3.2. PRICE & INVOICING:

The quoted rates will be in INR currencies only.

The agreed prices are fixed prices in the currency as specified in the contract. They shall include all the charges specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser.

The method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Service Purchase Order number & date, item number / s and supporting documents as called for in the Service Purchase Order.

#### 3.3. Agreement and legal expenses

3.4 Successful tenderer is required to execute an agreement in a stamp paper of worth Rs. 100/- as per the format given by M/s. BEML Limited to carry out the work coming under the scope of work and as per terms and conditions within 15 days from the date of issue of acceptance letter with embodying the terms and conditions of this tender and other suitable condition as may be laid down by BEML.

3.4 The agreement shall be valid for three years from the date of awarding contract and with provision for extension for spill over period of three months or such other longer periods as required by BEML at the same terms and conditions, The draft agreement ( as per proforma format at Annexure M) to be signed after finalization of the contract.

#### 3.4. Risk purchase clause:

In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages as deemed fit.

If the service provider fails to provide the services as required, BEML will have the right to transport the consignment through any other agency at the sole risk and cost of the service provider. The excess freight and any extra expenses thus incurred in this regard will be charged to the service providers account and the same will be recovered from the service providers outstanding bills/ PBG.

**3.5 Purchase Order Cancellation Clause:**

In the event of any situation arising out of or caused by any act which is beyond the control of BEML, may necessitate cancellation of purchase order by giving one month notice in advance to the supplier. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination.

If a Supplier fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. Where the order is cancelled, the Buyer can in addition sue the Supplier for the damages as per the terms of contract. Buyer subsequently purchases / execute the contract from elsewhere. The damages are generally limited to the difference between the contract price and the price paid to the new supplier for execution of the contract.

- 3.6 For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be applied.
- 3.6.1 The re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.
- 3.6.2 The defaulting Contractor shall be served with notice of re-purchase.
- 3.6.3 Risk purchase loss shall be recovered only after the re-purchase contract has been executed.
- 3.6.4 There will be cases where the cancellation of the order is due to factors beyond the control of the Buyer like labour strike in the factory of the Buyer, act of God, war etc. In such cases, the Supplier has to accept the cancellation.
- 3.6.5 BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the security deposit of the bidder in whole or in part in the event of any default, failure or neglect on the part of the contract in the fulfilment or performance in all respect of the Purchase Order.

**3.7 WORKS TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY OTHER CONTRACTORS WITHOUT VITIATING THE CONTRACT**

The contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the “Scope of the contract”. In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power without vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workmen and to procure all the requisite materials and implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract.

**3.8 CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:**

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work / altered scope of work without the written

instructions / amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier.

Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

**3.9 SECRECY:**

3.9.1 All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the execution of the services hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.

3.9.2 BEML shall be entitled to prevent a breach of the above and to damages in case of breach.

**3.10 DRAWINGS AND DOCUMENTS:** Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. The supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

**3.11 NON DISCLOSURE AND INFORMATION OBLIGATIONS:**

The supplier shall provide Purchaser with all information pertaining to the service rendered in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution or to third parties. The supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

**3.12 Tax conditions:**

TDS (Tax deducted at source) will be applicable for domestic supplies including service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated for the services / NRC that will be carried out by the supplier.

**3.13** All claims arising by OR at the instance of the labourers or their heirs or successors, including claims under the Employee's Compensation Act from time to time shall be met by the firm on his own account and the Company shall have no liability in that behalf and shall be kept duly indemnified by the firm.

**3.14** In the event of the firm failing or neglecting to carry out the work as specified and as required by the Company the Company shall be entitled to recover damages from the firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labourers and the incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit (Or) any part thereof remaining to the Credit of the firm and at its option also be entitled to terminate the contract.

**3.15** The contractor shall ensure that all the rules of the factory concerning discipline, safety, security and conduct are observed by his staff while working. In case of any noncompliance, the contractor shall be responsible for the consequence.

- 3.16 Appropriation:** BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Shall the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due.
- 3.17** The contractor shall guarantee that the services rendered are performed by personnel of required capacity and that new materials are used. The contractor shall guarantee that the services rendered corresponds exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of service rendered. The contractor shall guarantee that the service rendered complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The contractor shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. The contractor shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.
- 3.18 Fall clause:** The prices charged for the services rendered under this P.O by the supplier shall in no event exceed the lowest price at which the supplier render the service of identical description to any other BEML Office / Division during the pendency of this PO.  
If at any time, during the said period, the supplier reduces the price of such services or render such services to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the services rendered after the date of coming into force of such reduction shall stand correspondingly reduced.
- 3.19 Non-waiver of defaults:** If any individual provision of the Contract is invalid, the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law shall not be construed as a waiver and the same shall continue in full force and effect.
- 3.20 Assignment of rights and obligations; subcontracting:** The supplier is not permitted to sub-contract the service or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.
- 3.21 Integrity commitment in the execution of contracts:**
- 3.21.1 Commitment by Purchaser:** Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.
- 3.21.2 Commitment by the Contractor:** The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship. The Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the Contract commit (s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.
- 3.22 Intellectual property rights; licenses:** If any Patent design, trademark or any other intellectual property rights apply to the service rendered or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of anon-exclusive, worldwide, perpetual license. All intellectual property rights that arise

due to the execution of the contract by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. The Supplier shall be obligated to do everything necessary to obtain or establish the above-mentioned rights. The Supplier guarantees that the service rendered does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.

The supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof.

- 3.23 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 3.5 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.
- 3.24 Jurisdiction:** Courts of Bengaluru alone shall have jurisdiction to decide any issue / dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between BEML and the Supplier.
- 3.25 Arbitration:** Disputes if any, arising between BEML and the supplier in connection with this Purchase Order 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 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 BEML 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.
- 3.26 During arbitration:** “Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings”.
- 3.27 Force majeure clause:** Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall 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 Purchaser or the Supplier.
- 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 Supplier or the acts on which the Purchaser 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 Supplier along with supporting evidence and so granted by the Purchaser for the supply / work affected, if any, shall not be construed as waiver in respect of remaining deliveries.
- Notwithstanding above provisions, Purchaser 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. Purchase may takeover partly processed material at a mutually agreed price.

Force Majeure condition will apply on both sides.

The shipments have to be freighted in the prevailing situation of COVID-19. No condonation of delay / transit penalty on grounds of Covid-19 will be entertained.

Shipments have to be done in its stipulated time frame in the existing conditions only.

**3.28 Confidentiality:**

Service providers shall not divulge any information with regard to goods and documents etc to any person or agency without express permission from BEML. In any such event the contract will automatically stand cancelled and performance Bank Guarantee will be encashed and EMD will be forfeited.

**3.29 Independent Agency**

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

Now shall the company be liable / responsible for claims, if any of the employees of the service providers under the workmen's compensation act or any other enactment. The service provider shall always keep the company fully indemnified against all such claims and proceedings, if any of their employees or their agents against the company

**3.30 Termination:**

Should there be any default on the part of the service provider in the satisfactory execution of the contract and if the performance continues to be unsatisfactory inspite of two written warnings, the contract is liable to be terminated without any further reference to the service provider at the absolute discretion of BEML in addition to the levy of penalty / recovery of extra expenses incurred for making alternate arrangements and also the performance Bank guarantee will be en cashed.

Notwithstanding anything stated in this contract, the chief of corporate materials of BEML will have the right to terminate the contract without notice and without assigning any reason, if he is of the opinion that the service provider is negligent in rendering services in terms of this contract or the services rendered are not satisfactory.

**3.31 Share of business:**

BEML intends to consider larger share of business to the service provider who's rates are most competitive. However the decision on share of business will be based on other factors like capacity constraints, delivery requirements and convenience of operation.

**3.32 Document:**

Sea freight service provider to detail the documents that would be submitted to BEML at various stages of activity.

## Special terms and conditions

### 4.1 Security deposit / performance guarantee:

4.1.1 Successful tenderer shall furnish security deposit for the fulfillment of the contract within 15 days of release of Service order/contract and security amount shall be to a value of **Rs. 6 Lakhs**. Such Security deposit shall not entail any interest payment on refund.

4.1.2 The contractor shall choose any one of the following three options for payment of security deposit in writing as under:

- The contractor shall deposit the difference between Earnest Money and full Security Deposit by Demand Draft / Banker's cheque drawn on any of the commercial bank made in favor of BEML Limited. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the contractor.

(OR)

- Bank Guarantee from any scheduled Commercial Bank authorized by RBI (as per format Annexure L) to the amount of Security Deposit valid up to 6 months after expiry of the contract covering the claim period. Bank Guarantee should be from any of the scheduled Commercial Banks authorized by RBI. (Excluding Regional Rural Banks/ Cooperative Banks)

(OR)

- Security Deposit amount will be deducted from the initial bills itself. (Payments will be made only after recovering the required security deposit)

(OR)

- Insurance surety bonds can be submitted.

4.1.3 In case of extension of the Contract, the validity of Bank guarantee also should be extended suitably failing which same will be realized by the BEML.

4.1.4 The above deposit will be held by the Company as Security for the satisfactory performance of the contract. All compensation or other sums or money payable by the contractor to the company under the terms and conditions of this contract may be deducted from his security deposit or from any sums that may be due or may become due, to the contractor by the Company on any account what-so-ever, and in the event of the security Deposit being reduced by reasons of any such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.

4.1.5 No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.

4.1.6 BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfillment or performance in all respect of the Purchase Order.

### 4.2 Refund of security deposit:

On completion of the contract based on the recommendations of the concerned-in-charge, the Security deposit will be released to the Contractor within three months (03) after expiring of contract period subject to fulfillment of contractual obligations by the contractor. Also, Service provider to submit no claim certificate stating that no claim from BEML.

### 4.3 Period of contract:

**The contract will be for a period of 3 years from the date of finalization of the contract.**

The service provider at the request of BEML will render the same agreed services at the same agreed rate in case of expiry of contract for spill over period of three months or such other longer periods as required by BEML.

### 4.4 Price Bid Validity:

Should be valid for 120 days (one hundred twenty days) from the date of tender opening.

4.5 **Acceptance of order:**

The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to agree with the deviation. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

4.6 **Payment terms:**

The bidder will be required to raise the invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.

Service provider shall extend 60 days credit from the date of submission of bills at BEMLS designated locations Chennai for arranging payments and for MSE service provider has per MSME act.

If deviation in payment term, a suitable loading factor will be considered for evaluation.

Advance payment shall not be entertained.

Payment will be made through ECS only

4.7 **Business Commitment: -**

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

4.8 **Service during post contract period:**

It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (inclusive of extended period, if any) for Three months or till alternate arrangements are made, whichever is earlier.

4.9 **Change in business/load pattern:**

In case of drop in volumes/load or insufficient work, contractor will not be entitled for any compensation from BEML on this account

4.10 **Confidentiality**

Contractors shall not divulge any information with regard to goods and documents etc. to any person or agency without express permission from BEML. In any such event the contract will automatically stand cancelled and performance bank guarantee will be cashed.

4.11 **Independent agency:**

The service provider shall always be regarded as an independent agency and their employees shall not at any time be regarded as the employee of the company (BEML). The Company (BEML) shall not be liable / responsible for damage, loss or injury if any caused to life or property of any persons, or employees of the Service Provider by reason of any acts of commission or negligence on their part.

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

4.12 **Agreement & Legal expense: -**

The Successful Bidder shall enter into an agreement with BEML embodying these and other suitable conditions as may be laid down by BEML which shall be valid for 3 (Three years) from the date of awarding of the contract.

The Service Provider shall be required to execute an agreement within the time specified in the Letter of Intimation. In the event of failure on the part of the bidder to sign the agreement with-in the specified time, the EMD shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

The expenses of completing and stamping the agreement shall be borne by the service provider. After the successful bidder submits the Bank Guarantee (BG) and signs the Agreement, the contract would be deemed to have come into effect from the date of signing of the agreement. However, in any case this activity has to be completed within 30 days from the date of Letter of Intimation.

**4.13 Set-Off :-**

Any sum of money due and payable to the Service Provider (including PBG returnable to him) under the contract may be appropriated by BEML and set-off against any claim of BEML for payment of sum of money arising out of or under other contract made by the contractor with BEML.

**4.14 Time limit for submission of bills:**

The contractor shall make a claim for the services rendered under this contract to BEML within (3) Three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the BEML accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable

No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (3) Three months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated three months period, shall be liable to be summarily rejected by BEML. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to the prior approval of the BEML accepting authority, notwithstanding what has been laid down in the Clause on Payment. The decision of the BEML accepting authority shall be final and binding on the contractor.

**4.15 Demurrages: -**

In case it is found that the service provider have failed in this respect, resulting in demurrages, the claim of the service provider for such charges will be disallowed and they will have to make good the loss to BEML.

As regards the demurrage, the decision of BEML will be final and binding on the service provider., any demurrage paid by BEML

on account of delay in delivery of required documents or errors in the same will be recoverable from them.

In case any demurrage or warehousing charges have been incurred, demurrage explanation with event and date wise and a photocopy of the B/E should also be submitted along with the bill. If there is no proper explanation payment will not be made for demurrages.

No bill will be processed for payment by the company unless the above requirements are fully complied with.

**4.18 Observance of local laws in India and Abroad:**

The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under the law of the land.

The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable/levied on account of any of the operations connected with the execution of this contract.

The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed. The contractor shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Seaport Authorities, Customs and Insurance Authorities etc. for carriage of Sea consignments and keep themselves in touch with the carriers or their agents and concerned authorities about the incoming consignments.

**4.19 Authorized Signatory**

If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the tender application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender.

If the tender application is submitted by a Limited Company, it shall be signed by its Managing Director or by a duly authorized person holding the Power of Attorney for signing the tender document, in which case a certified copy of the Power of Attorney shall accompany the tender document.

#### 4.20 **Liquidation:**

In the event of the Contractor going in to liquidation or winding up the business or making arrangements with a third party, the company shall have the right to terminate the contract forthwith. In case any of the partners of the Contractor become insolvent or otherwise disowns the contract, the same shall automatically stand terminated. The company reserves the right to claim from the Contractor any cost and expenses or loss that may have incurred by reasons of breach of terms and conditions of the contract.

Guidelines for suspension of business dealings with suppliers/ contractors': The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at BEML website [www.bemlindia.in](http://www.bemlindia.in)

#### 4.21 **Termination:**

BEML reserves the right to terminate the contract at any time either wholly or in partly by giving a minimum of one-month notice. The service provider shall not be entitled to any compensation on account of such termination.

In the event of any breach by the service providers of any condition herein or in the General Terms and Conditions of purchase of BEML or in the event of any misconduct on the part of the service providers or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice. The company also reserves the right to terminate the contract at any time and without assigning any reason thereof by giving one month's notice of their intention to do so in writing to the service provider who shall not be entitled for any

compensation by any reason of such termination. The service provider will not have the option to terminate the contract before its expiry period or during the extended period, if any.

If at any time during the currency of the contract, the service provider fails to render all or any of the services required under the scope of work satisfactorily, in the opinion of the company and NOT perform any terms and conditions of the contract, decision of the company shall be final and binding on the service provider. The company reserves the right to get the work done by other parties or departmentally, at the Service provider's risk and cost

In the event of the service provider 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 service provider any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of the contract.

In the case of change of overseas associates during pendency of contract Service provider should intimate to BEML such change well in advance. In case of such changeover, it will be the responsibility of service provider to ensure safety of material during the transition period.

This contract will be executed on the specific understanding of overseas associates declared by the service provider. Any change shall be with prior consent of BEML in writing and BEML shall be at liberty to terminate this contract without notice, if such change is not acceptable to BEML.

The service provider will not split, transfer or assign to any other party, any part of the contract during the period of the contract.

#### 4.22 **Short landed or damaged goods**

It shall be the responsibility of contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery / short delivery / losses / damages. Under no circumstances, the intimation of Bidder/ contractor shall be time barred. In case of time barred cases, the loss sustained by BEML shall be to the account of the contractor.

In case of goods specified by BEML and in case of apparent damages, the contractor will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Contractor shall lodge claim with the appropriate authorities.

The Contractor is responsible for safe transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.

The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

Wherever cargoes have landed short, the Service Provider shall be required to file "NOT FOUND" remarks with the Seaport authorities within the stipulated period for the purpose and obtain and forward short landing certificates to BEML. Before clearance to be weighed both Seaport and weight /measurement as per documents to be tallied.

The Service Provider will have to apply and get refund of proportionate/whole landing charges within time

prescribed by Sea Port Bye-Law and Regulations as the case may be from the Sea Port Authorities under advice to BEML. This should be done automatically by the service provider till the claim is finally settled.

**4.23 Safety of men, equipment, material & environment:**

All applicable safety rules, codes shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and air/road Transportation of all types of cargo. The contractor shall follow the safety requirements as applicable by laws, rules and regulations at all time during the period of contract.

The contractor shall indemnify BEML against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

No unauthorized person should be allowed to work for the transportation/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

**4.24 BEML reserves the right: -**

The quantum of work allocated to the service providers may be increased or decreased according to full discretion of BEML at any stage of contract. In the event of any emergency, BEML reserve the right to appoint any other service provider for any services referred in the contract, if the present service provider(s) are not in a position to render specific services within the period in which their services are required. The mere mention of various items

of work in this contract does not by itself , confer a right on the service provider to demand that the work relating to all or any thereof should necessarily or exclusively be entrusted to them.

**4.25 Letter of acceptance**

Acceptance of offer will be intimated to the successful bidder / bidders through a letter of acceptance.

**4.26. Validity of rates**

The Bidder shall quote his minimum rates for the works specified in the schedule of rates in the format enclosed (Annexure B). No negotiation will be held if the rates quoted are found reasonable.

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

The rates agreed shall remain firm for the period of the contract i.e 3 years and no request for revision of rates will be entertained on any account after acceptance of the tender and during the contract period.

**4.28 LD (liquidated damages) :**

BEML may at its discretion , in case the CHA fails to perform any or part of the contract / work entrusted to them as defined and which in the opinion of the company has led to a loss of production of any type , will impose a penalty upto a 5% of the value of the contract computed annually.

Note : No representation would be entertained on any error(s) if found in the NIT after tender closing date. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s) before tender closing date. The vendor's time and expenses has to be borne by vendor(s).

## 5. Scope of work with terms and conditions

### 5.1 Working Hours

The CHA shall be responsible for performing all or any services detailed in and arising out of the contract round the clock throughout the period of this contract without any additional remuneration or whenever as required by BEML at the port. For the purpose of operation of this contract, only the holidays, as observed by the port and customs authorities, shall be recognized as closed holidays of the CHA and all other holidays declared by the CHA on their own shall not be recognized.

### 5.2 Volume of work

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

### 5.3 BEML Reserves the Right to :-

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

5.5 Appoint any other CHA for any service referred to in the contract to meet any emergency, if in the opinion of BEML the present CHA is not in a position to render specific services within the period in which their services are required. The mere mention of various items of work in this contract does not by itself, confer a right on the CHA to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.

### 5.6 Parallel contract and allocation of work etc.:

BEML reserves, the right of concluding parallel contract(s) at the *Chennai - Sea port* and also appoint other clearing agents during the currency of the contract by calling fresh tenders and or by negotiation, and also retain full discretion to allocate work among the CHA. The existing CHA will not be entitled to make any representation on this account. The quantum of work allocated to each of the CHA's may be increased or decreased according to the full discretion of BEML at any stage of the contract.

### 5.7. Nature of work, which the CHAs shall be required to perform:

5.8 The CHA shall render the following services as and when necessary and as directed by BEML:

5.9 To handle imports/re-exports at Chennai Port.

5.10 The CHA will be required to handle and clear imports/re-exports of all cargoes and articles of all kinds including steel, manufactured articles, Machinery parts, Machinery vehicles and Spare parts for vehicles, Engineering stores, Scientific Eqpts, Industrial plants and Machinery, Defence equipments, Electrical Eqpts, Generators Electronics/ Telecommunication Eqpts, Transmitters etc and any other cargo which may be imported or re-exported by BEML from time to time.

5.11 To handle Sea Parcels at Chennai Port. It implies for CFS also.

5.12 To perform all auxiliary and incidental services including amendments to Bills of Entry, High Sea Sales, other documents and operations as may be necessary in the course of performing the contract.

### 5.13 Instruction for work liaison etc.:

The CHA will normally receive complete instruction from BEML office / Personnel at port. The clearing agents will have to maintain close liaison with BEML office at Chennai and carry out the work entrusted to them with full sense of responsibility and to the best interest of BEML.

### 5.14 Service to be performed by the custom house agents:

The CHA shall render all or any of the services stipulated hereinafter and as directed from time to time by BEML together with such auxiliary and incidental duties due to services and operations, as may be indicated by BEML. If, in the opinion of BEML (Whose decision shall be final and binding on the clearing agents), the CHA fails at any time to render all or any of the services under the contract satisfactorily BEML may at their option get the work done by other parties at the sole risk and cost of the CHA.

The additional expenditures incurred due to CHAs lapses, will be recovered from CHA.

5.15 Insurance:

Unless specifically instructed by BEML in any particular case, no cargo insurance of any nature will be effected by the CHA on consignments entrusted to them.

5.16 Duties and responsibilities of the custom house agents imports:

Clearance instructions will be given by BEML office at Chennai giving particulars of the cargo to be cleared, name of the steamer and place of delivery or dispatch, along with the relevant shipping documents.

Immediately after the cargo is landed on the quay, stored in Warehouse or sheds, CFS (Container Freight Station) as the case may be, and taken possession of by the port authorities, the CHA shall carefully check each consignment with the invoice and measurement / packing list and then shall notify the shortage / damages, if any, to the Steamer Company within the prescribed statutory time limits and obtain shortage certificates etc., in case there is any short delivery. On receipt from the shipment, the cargo should be transferred, unless they are to be dispatched direct from the docks in the transit depot or BEML Bonded Warehouse inside the Harbor (presently not existing), where they should be kept in accordance with the size and marks or in accordance with any specific instructions that may be issued to the CHA by BEML from time to time.

Where cargoes are landed in damaged condition, the CHA shall immediately apply and obtain survey Reports from the Port Authorities or Steamer Agents and or Customs Authorities, as the case may be, within the statutory time limit prescribed for the survey. The Survey Reports are required for lodging claims and obtaining compensation from the parties responsible for and damages / loss. Hence care should be taken to ascertain that the party's responsibility is not disputed at later stage on some pretext or other. The representatives of BEML, Chennai office should be associated during the surveys. The CHA should be fully conversant with the relevant provisions of the carriage of goods by Sea / Air Act, the Port Trust Act, Customs Act and other Acts / rules, procedures etc., as are prevailing in Port for effecting clearance & other rules and regularities, as well as customs or the port and take such steps to ensure that the interests of BEML are fully protected in the clearance of cargoes entrusted to them. The CHA shall be required to perform all the duties, which they are bound to do under the Customs Act, Port rules & procedures as amended from time to time.

Where cargoes are not traceable appropriate action should be taken to issue on the Port Authorities, "NOT FOUND" notice within statutory period. The Steamer Agent should also be notified simultaneously. If they are found later in damaged condition, delivery should be taken after port trust, Customs and Steamer Survey. There are specialist firms in various ports for locating "NOT FOUND" cargoes in the dock area. It is the condition of contract that the CHA should employ them at their own cost in case they themselves are unable to locate these within a week.

Where the consignment is insured, Insurance survey should also be arranged apart from the ships/port trust's survey.

All the operations involved in the clearance of imported materials have to be completed by the CHA within the "TIME"- mentioned as below(added)

Break Bulk	
Wharf Delivery	Chennai Port Allows at Present 7 - Free Days from the date of Vessel Unloading
On Hook Delivery	Chennai Port Trust allows within 24 Hours of loading on to the Trailer / Truck from Vessel
FCL Delivery at CFS - RMS	Within 3 Customs working days from the date of arrival of container at CFS for Single Container shipment
	Within 3 Customs working days from the last container in at CFS for Multiple Containers shipment
FCL Delivery at CFS - Open Examination	One Customs working Day can be considered extra to the above schedule
LCL - Shipments	Within 3 Customs working days from the date of Destuffing & Completion of Survey Report by the CFS Authorities



As soon as the authority is given to the CHA they will have to take all steps necessary to complete the handling and clearance work and all allied responsibilities there to, such as to produce the required certificates, papers or survey reports etc., which will enable BEML to obtain compensation from the carriers, Port Trust authorities, railways, customs, steamer agents or insurance company or other bodies as the case may be within the time limit prescribed under the law of custom and also to register claim with these bodies within the prescribed time.

It is the responsibility of the CHA to ensure that in the normal course the Customs and Port Trust formalities/operations are to be completed within FREE period, however, not later than 3 days.

Similarly, in case of full container cargo, it is the responsibility of the CHA to obtain necessary container endorsement and further arrange direct loading into the Trailer/de-stuffing as the case may be. Demurrage incurred, if any, due to delay in obtaining container endorsement or loading into the trailer, will be to the CHA's account.

The CHA will have to arrange complete clearance and dispatch of cargoes and also complete shipment for which instructions / documents have been issued to them up to and including the date of expiry of contract and also finalize all Customs and Port Trust formalities relating to vessels arrived or sailed on that date. All Refunds when received by the CHA will have to be deposited in favor of BEML within a fortnight from the date of receipt of such refunds.

#### 5.17 Short landing:

Wherever cargoes have landed short, the CHA shall be required to file "NOT FOUND" remarks with the Port Trust within the stipulated period for the purpose and obtain and forward short landing certificates to BEML. The CHA shall not be entitled to any remuneration for the services rendered in respect of short landed packages/Bundle/cargoes.

#### 5.18 Responsibilities in regard to loss, damages, short landing etc:

The CHA shall take all steps to prevent loss and damage to the goods received by them on behalf of BEML for handling clearance and dispatch.

It is incumbent on them to examine carefully all packages landed from Port Trust / Steamer agent and whenever they notice any damage or loss of goods at the time of clearance from the sea ports // inland container depot, they shall promptly apply for survey to the Port Trust / Steamer Agents as the case may be and pursue action to obtain survey reports and submit the same to BEML. When any short landing of stores has been noticed, they shall apply promptly for a Short Landing Certificate from the Port Trust / Steamer agent and obtain and submit the same to BEML within limitation period so as to lodge a claim on the Port Trust / Steamer agent within the prescribed time.

The CHA will have to make good to BEML any loss due to negligence on their part or failure to take the above action or exercise proper diligence and economy in clearance, handling and dispatch of the goods to BEML.

#### 5.19 Imports operations

Since Transport Contract is dealt directly by BEML, CHA responsibility ends with Customs Out of Charge Order and Truck Documentation. In case of local deliveries, till they are delivered at godowns or any other places designated by BEML office and clear receipt obtained from them. Where cargoes are removed/lost, the CHA shall continue to be responsible till the consignments are finally dispatched/delivered to the consignees. In respect of short landing, the CHA shall be responsible till the short landing certificates are obtained from the port authorities and submitted to BEML.

Where stores are short landed and thereafter they are cleared in adjustment, completion of the formalities etc., will be regarded as complete operation.

Where cargoes are removed to BEML's open yard Bonded Ware House inside the Chennai Harbor, the CHA shall continue to be responsible till such consignments are dispatched on Transfer Bond to our BANGALORE/KGF/MYSORE/PALAKKAD Bonded Warehouses or de-bonded and dispatched as per BEML's instructions from time to time.

#### 5.20 Temporary storage at Chennai port: -

It may be necessary on certain occasions at BEML's instance to hold imported cargoes in temporary storage at the port pending dispatch. To meet such contingencies, the CHA will have to provide sufficient storage accommodation. For this purpose, they will be paid rental charges for which separate quotation is required

#### 5.21 Dispatch of stores:

The CHA will be responsible for all losses or damage to cargos direct for negligence and not exercising due care in the matter of dispatch or delivery of the cargo. The CHA will be held responsible in case delivery or dispatch is affected wrongly and for all losses or damages to stores, direct, as a result thereof. They shall also be responsible for delay in forwarding the relevant documents to the consignee / idantor etc. pertaining to the delivery or dispatch. Any loss suffered will be recovered from the CHA.

5.22 Delivery by road: -

Loading on to the lorry or transport at CFS / Port will have to be done by CHA

The CHA shall be responsible for all losses or damages to cargoes direct or consequential for their negligence in the matter of dispatch/delivery of the goods.

The CHA shall be responsible for all losses or damages to cargoes direct for their negligence in the matter of dispatch or delivery of the goods.

The CHA shall be held responsible in case delivery or dispatch is affected wrongly and expenditure for delay in effecting delivery or dispatch and also for delay in forwarding the relevant documents to the consignee or indenters etc. pertaining to the dispatch. Any loss suffered will be recovered from the CHA.

5.23 Payment of ocean freight for cargoes:

BEML will arrange to pay direct to the Steamer Agent all freight charges for imports and re-export cargoes to be handled by the CHA. Wherever, the CHA is specifically asked by BEML to pay the freight charges, Terminal Handling Charges & Delivery Order Charges to all Shipping Lines / NVOCCs to the steamer, they will have to pay the same and claim the amount in their bill supported by proper receipt.

5.24 Payment of customs duty:

BEML will arrange for payment of all customs charges and dues on the cargoes handled by the CHA. For imports and including post/air parcels. CHA will be responsible for submission of necessary document to Customs authorities and finalization of Customs & Port Trust formalities as instructed by BEML from time to time and to complete the documentation within the specified period. The CHA should take due care to find out at initial stage regarding availability of funds in consignee's deposits etc. For payment of Customs Duty from the Concerned Department of Customs and inform BEML for necessary action in case of availability of insufficient funds.

5.25 Finalization of bill of entry

The CHA shall be fully responsible-for the finalization of the Bills of Entry from the time they are filed with the Customs. All Bills of Entry they have drawn under Provisional Assessment Procedure should be finalized within three months from the date of clearance and any holdup for want of documents should be promptly brought to the notice of BEML. The CHA shall furnish the Bills of Entry numbers for each items entrusted for clearance within a week from the date of arrival of ship. A weekly statement showing the details of bills of Entry pending finalization for more than ~5 days should be submitted to BEML on every Monday duly furnishing the reasons for the delay.

The CHA shall maintain close day-to-day liaison with regard to processing of the Bills of Entry and any difficulty experienced by them should be immediately brought to the notice of BEML. The CHA shall be responsible for any delay on their part without valid ground in submission/processing of Bills of Entry at Customs House. When all the required documents are in the possession of CHA the assessment / finalization of Bill of Entry should be completed within free days. With reference to Transfer bond shipments / obtaining TRAs, the Customs formalities should be completed within additional 2 days.

The finalized bills of entry, duly signed by customs, should be sent to BEML., immediately, however, not later than 3 days, to enable accounting in our SAP/ERP system.

5.26 Bonded ware house:

In the case of cargo requiring bonding as per the advice of BEML, the Customs formalities for filing Into Bond, Bill of Entry, Customs Inspection by Preventive Officer and Bonding them in area specified for the purpose are the responsibility of CHA; and also, to ensure that Bonded materials are loaded into the vehicles for transportation to units either after de-bonding or under transfer bond after obtaining the necessary shipping bills. CHA to follow-up with customs to send the transfer bond sealed covers addressed to the central excise authorities of the relevant bonded warehouse immediately on dispatch of the consignment.

5.27 Refund claims:

BEML will arrange to register refund claim with Customs where excess duty is collected. However, the CHA shall automatically apply for refund of Customs Duty in respect of the short-landed packages/bundles/cargoes under advice to BEML.

5.28 Maintenance of records. Submission, statements returns etc.:

5.29 The CHA shall maintain the following registers/documents according to the instructions of BEML from time to time:

- a) A register giving full particulars of stores entrusted for clearance, cleared and dispatched.
- b) A register giving full particulars of stores entrusted for Re-export.
- c) A register for all Bills of Entry filed by them Vessel wise /flight wise.
- d) A refund register for refund of Customs Duty paid in excess and for drawback of Customs Duty on re-exports.
- e) A register for Port Trust Voucher in respect of port debits.
- f) A register for ground handling agency payment/voucher in respect of air parcels
- g) A register for refunds of Port Trust charges paid in excess.
- h) A godown register in respect of cargoes received in the godown.
- i) A register in respect of cargo kept from time to time in BEML Ware- house
- j) A register in respect of demurrage charges incurred indicating the reason thereof, and
- k) Any other register or form or statement as desired by BEML.

5.30 The CHA should maintain an Inventory Register cleared against Invoices forwarded to them.

5.31 The CHA will have to produce these registers for inspection by BEML, as and when required.

5.32 The CHA will have to maintain separate accounts of the cargoes handled by them under the contract, as desired by BEML and they will have to furnish to BEML statements or returns or reports as and when required in the proforma prescribed by BEML.

5.33 Submission of bills for payment:

The rates for payment to the CHA for services rendered under the agreement. All items for actual direct expenditure will be billed as incurred with supporting voucher.

5.24 Payment term: -

Payment of bills will be made by our CHENNAI CLEARANCE OFFICE and the Payment terms will be 60 days Credit after receipt of proper and correct bills from the CHA. Service provider should conform the GST regulations.

5.25 Payment of landing /THC/ container detention and other port charges: -

The CHA will have to pay landing/THC/ container Detention and all other port charges to the port trust/CFS/liner authorities before clearance of cargoes. The CHA will then claim the amount so paid on their bills duly supported by the receipts issued by the authorities concerned. The CHA under no circumstances delay/with-hold clearance, work for want of funds especially when cargoes which are critically required, are of very high tonnage. BEML ensures payment of CHA bills at the earliest IN 15 DAYS time from the date of submission of bills. BEML will not undertake for advance payment before clearance of cargoes and also not liable for payment of any interest charges on out-standing dues to CHA.

5.26 Liabilities of the CHA regarding loss/damage etc.:

The CHA should abide by all the instructions that may be given from time to time by BEML. They will always be bound to act with diligence, use skill and make compensation to BEML for loss/damage as a consequence of their neglect, want of care or skill or misconduct of themselves or their servants and agents.

If and when any expenses such as Customs Duty, Port Trust demurrage etc., which are avoidable, are incurred or losses to stores or losses of claims for compensation from the carriers/port authority or insurance company or other authorities are occasioned on account of their negligence or failure to exercise all care, diligence and economy. BEML can, after giving the CHA an opportunity to explain at the discretion, require the CHA to reimburse BEML with whole or any part of such expenses. The amounts which have been spent on account of CHA negligence etc., will be recovered from the amounts due to the CHA on accounts of agency commission, handling, transport charges etc.

The assessment of losses and the amount to be reimbursed or recovered towards such losses shall be determined by BEML. The decision of BEML shall be final and binding.

If and when the quantum of Sea Port Rental Charges payable by the CHA is determined by BEML, the CHA will have to remit the amount so determined immediately.

Further, simply because an amount of demurrage is under dispute, it would not debar BEML from recovering it from the pending bills of the contractor. If later on it is decided, that it was not correctly recovered the amount: will be refunded.

In cases where amounts were paid to the Port Trust or any other authorities in excess of what is actually due, BEML will have the right to admit only such amounts which are actually due and recover the excess amount so paid from the CHA. The responsibility to claim refund of such excess amounts from the Port Trust or other authorities shall rest entirely with the CHA.

5.27 In case of short landing packages, the CHA will have to apply and get refund of proportionate/whole landing charges within time prescribed by Port Trust Bye-Law and Regulations as the case may be from the Port Authorities under advice to BEML. This should be done automatically by the CHA till the claim is finally settled.

5.28 The CHA will be responsible for all losses or damage due to any cause whatsoever from the time They received the shipment and during the period it is held by them in storage/transit and/or till the time the cargo is put on rail/delivered to consignee as the case may be.

5.29 Inspection of stores:

The CHA shall provide adequate facilities for inspection of BEML's cargoes in their custody by the staff of BEML that may be deputed for the purpose.

5.30 BEML will not be liable for payment of any interest on the EMD/PBG or any depreciation thereon from the time it is held by BEML.

5.31 In the event of any breach of the terms and conditions of the contract, BEML shall have (without prejudice to any other rights and remedies) the right to terminate the contract forthwith and/or to forfeit the entire or part of amount of EMD/Bank Guarantee or any part thereof in or towards the satisfaction of any sum due for any damages, losses, charges, expenses or cost that may be suffered or incurred by BEML due to CHAs negligence or un-satisfactory performance of any service under the contract.

5.32 The decision of BEML in respect of such damages, loses, charges, cost or expenses shall be final and binding on the CHAs.

5.33 In the event of PBG being insufficient or if the PBG has been wholly forfeited, the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the CHA under this or any other contract with BEML. Should the sum also be not sufficient to cover the full amount recoverable the CHA shall pay to BEML on demand the remaining balance.

5.34 Whenever the PBG falls short of the specific amount the CHA shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

5.35 DEFINITION AND EXPLATIONS: -

The term Bill of Lading ton/ tonnes would mean the ton/tonnes by weight (2,240 lbs./1000kg) or the ton/tonnes by measurement (40 to 50 ft<sup>3</sup> or 1.11 to 1.39 m<sup>3</sup> for the timber) as the case may be, on which the freight has been charged in the Bill of Lading. Wherever the tonnage on which the freight has been charged is not available either from the shipping documents or from Steamer Agents, the CHA should obtain a measurement certificate from the port authorities and charge agency fee (where payable) on the tonnage based on dead-weight or measurement weight shown therein, whichever is greater, subject to the conditions that wherever two alternative modes of calculations or tonnage on dead-weight or measurement basis are provided whichever is higher rate allowed should not exceed the ceiling ratio of 1:4. This will apply to all services and operations referred to in the schedule(s) at all ports. In the absence of aforesaid measurement certificate, the agency fee (where payable) will be paid to the CHA as per voucher of the Port Trust Authorities. Wherever the basis on which freight has been charged is not available from the shipping document or from the Steamer Agent, the tones will be calculated on the basis of port vouchers.

5.36 Activities not covered in the contract:

Wherever the activities are not covered in the contract for any operations which the CHA is required to perform, the rates for such operations will be agreed to by mutual negotiations.

5.37 Insurance by CFS:

Any Insurance charges claimed by CFSs on cargoes till clearance/dispatch will not be admitted considering BEML cargoes are covered by Insurance from anywhere-in-the-world to anywhere-in-India till cargo reaches destination identified by BEML.

5.38 Disproportionate/ unreasonable expenditure:

If any item of direct expenditure is considered unreasonable and quite out of proportion to the services rendered, the same will be disallowed and the decision of BEML will be final and binding on the CHA and against which no appeal shall be considered.

Price Bid through e-mode:

Please quote the price details in 'Item Data' on BEML SRM system only against the respective items provided therein. The bidder shall quote their lowest rates for all activities. The rates should be quoted for the Activity as mentioned in the work sheet as per Price Bid Format given below.

In case Bidder is not quoting for all activities, then their offer shall be rejected.

L1 will be determined based on Sum of all the rates quoted. The bidders whose SUM of all the rates quoted is lowest will be considered as L1.

In quoting their rates, the bidders are advised to consider 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.

Note:- 1) The unit of measurement like per MT(Metric Ton), Lumpsum, per B/E(Bill of Entry), per container, per Sq mtr per day, FTL(Full Tempo Load), TRA(Telegraphic Release Advice), per PI (Project Import) License and per SB(Shipping Bills) etc. should be taken care of while quoting.

The statutory levies payable shall be paid extra.

**Annexure A**

**TECHNO COMMERCIAL BID DETAILS**

( To be filled by bidder and to be uploaded in SRM system along with relevant documents)

The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.

No corrections / revisions will be entertained after closing date and closing time of tender.

All entries in the tender document shall be in English either typed or written legibly in black or blue ink only. Over writings are not permitted. All cancellations and insertions shall be duly signed / attested by the authorized person.

**All the documents should be uploaded on the PDF format.**

Technical bid has been divided into two categories:

Mandatory clauses and Informative clauses as Annexure A

**(Annexure A to be filled and uploaded by of bidders)**

Note : All technical documents and other supporting documents to be upload in SRM portal -

**Annexure A : -**

Sl no	Particulars	To be filled and documents to be uploaded in PDF format wherever required.
1	Name of the registered firm	
2	Complete address of the registered firm with contact details	
3	Constitution of company i.e. (proprietor / partnership / Pvt Ltd / Limited / other	Please indicate the nature of the organization:  And also upload copy of certificate of incorporation / registered partnership deed / proprietor certificate issued by the Govt. Authority.
4	Valid CHA license held by the bidder in is name	Pls. upload photocopy of the certificate which is in force (upload the document in the portal with file name has "CHA certificate")
5	Experience criteria:  Experience of having successfully completed works of Custom House Agent nature of works during last 07 years ending last day of the month previous to the one in which the tenders are invited shall be either of the following. 1. Three completed works each costing not less than the amount to 40% of estimated amount of the tender. Or Two completed works each costing not less than the amount equal to 50% of estimated amount of the tender. Or One completed works costing not less than the amount equal to 80% of estimated amount of the tender.	Experience certificate shall be considered only in the cases of works completed in full and completed.  Copies of Contract / Purchase order / execution certificate showing values must be attached as per Format Appendix A and uploaded by the bidder. Along with satisfactory performance certificate of completing the above contract / purchase order / execution of

		the works to be uploaded in SRM portal.
6	<p>Average Annual Turnover: The Bidder must have an average annual turnover of the company not less than Rs. <b>60 Lakhs</b> for the last three years. (CA certificate with UDIN no / Audited P&amp;L account to be submitted / uploaded) (i.e. for year 2018-19, 2019-20 and 2020-21), incase final audit of FY 2020-21 is not completed, last year may be considered as FY 2017-18, Fy 2018-19, Fy 2019- 20.</p> <p>Example: Turnover (Rs Lakhs) 2017- 18 A: 2018- 19 B: 2019 – 20 C : (A+B+C)/3 &gt; or = Rs. <b>60 Lakhs</b></p>	<p>Figures should be indicated year wise as appearing in Audited financial statements.</p> <p>Turnover (Rs Lakhs) 2018 - 19 A: 2019 - 20 B: 2020 – 21 C: (A+B+C)/3 &gt; or = Rs. <b>60 Lakhs</b></p> <p>Upload audited copies of Balance sheet and profit and loss account for the indicated financial years.</p>
7	The bidder must have an account with Chennai Port authorities for payment of levy / other charges to ensure that there is no delay in adjustment of levy / other charges in the Import application	<p>Bank account numbers: Banker's Name: Address: Contact no: Upload Bank statement for last six months along with Bank account no. details along with cancelled blank cheque</p>
8	<p>Authorized Signatory for the tender: Shall be the person holding Authorization letter from company on behalf of the firm / company / bidder concerned who is authorized / empowered to act on behalf for the specific purpose and same to be uploaded. The authorization letter to be issued in company's letter head duly certified by competent authority.</p>	Authorization letter to be uploaded
9	Income tax PAN number	<p>PAN no _____ Uploaded copy of PAN card.</p>
10	<p>Price bid validity: Should be valid for 120 days (one hundred twenty days) from the date of tender opening</p>	Please confirm, YES
11	In case of any person / persons, company, firm, association having any litigation, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall be declare the same with brief details duly authenticated in the letter head and upload.	<p>If any litigations, arbitration cases between themselves and BEML Ltd, then please declare with complete details and upload.</p> <p>Or confirm, No and it will be presumed that there are no litigations, arbitration cases. If it is found that the bidder has not provided the true declaration</p>

		then BEML reserves the right to cancel the contract and forfeit the EMD / encash Performance Bank Guarantee forthwith.
12	GST registration	GST registration no _____ Copy of the same to be uploaded.
13	Please confirm your acceptance to, General Declaration certificate as per Annexure F, Undertaking Letter as per Annexure G, Compliance certificate as per Annexure H and Acceptance of GST terms and conditions as per Annexure J	Please confirm: Yes
14	I /We agree to execute the Integrity Pact as per Annexure E and E-1 without deviations	Please confirm: Yes
Note: If the Bidder/s is not complying with the mandatory clauses then their offer will be summarily rejected.		

Further to the above, kindly furnish the below informative details:

SI no	Particulars	To be filled and documents to be uploaded in PDF format wherever required.
1	Should a bidder or in the case of a firm or company of bidder's one or more of its partners shareholders/ directors have a relation or relations employed in BEML, the authority inviting tender shall be informed of the fact along with the offer, failing this, BEML reserves the right to cancel the contract and forfeit the EMD / encash Performance Bank Guarantee forthwith	If relation or relations employed in BEML. Please declare with complete details and upload. If nothing is declared then it will be presumed that there is no relation / relations employed in BEML

1 / we certify that to the best of my/our knowledge, the information and 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.

1/ we agree to remit Rs 6 Lakhs (Rs. Six Lakhs only) as performance Bank Guarantee from an Commercial Bank authorized by RBI within maximum period of 15 days after award of the contract (i.e. from the date of letter of intent)

1 / we hereby confirm that we have gone through and understood the complete tender terms and conditions and accept the same in to-to.

As a token of acceptance 1 / we have unloaded the filled in Annexure A in SRM portal along with its attachment.

(Signature of the Bidder)

Name :

Designation:

Place:

Date:



## Annexure B

### Price Bid Format

Sl. No.	Item Particulars	UOM	Total (INR) (Handling Charges + Agency Commission)	Scope of Work
<b>Lot – 1 : Schedule of Sea Consignment : Break Bulk Cargo</b>				
a	i) Consolidated service charges for handling Raw Material (Steel Plates, seamless tubes & Track Shoes)	Per MT (Weight) / CBM (Measurement).	Please quote the rates against the respective items	Consolidated service charges for Customs Clearance, Port formalities, loading and unloading inclusive of Labour charges, Commission within harbor till imported consignments are loaded into the truck..  MT/CBM whichever is higher applicable
	ii) Minimum charges per B/E	Lumpsum		
b	i) Consolidated service charges for handling Packages other than RAW material consignment rate per MT.	Per MT (Weight) / CBM (Measurement).		
	ii) Minimum charges per B/E for packages other than Raw Material	Lumpsum		
c	i) Crane / Forklift charges for loading the cargo mentioned [at Lot 1 (a) (i). & Lot 1 ( b ) ( i ) on to our trucks after Customs Clearance at Chennai port by using private crane / Fork Lift. This option to load the cargo using the private crane/forklift to be resorted only in occasions where port is unable to provide Crane / forklift and offers waiver of craneage (crane charges) in Import Application. It is the responsibility of CHA to obtain waiver from Port Trust Authorities.	Per MT		
	ii) Minimum charges per Bill of Entry (Lump sum) for the above activity [ Lot 1 (c) ( i ) ] - Engaging Private Crane / forklift for loading break-bulk cargo at Chennai Port	Lumpsum		
<b>Lot – 2 Schedule of Sea Consignment: Containerized Cargo</b>				
a	i) Custom formalities for 20' container	Per B/E (Bill of Entry)	Please quote the rates against the respective items	Consolidated service charges for handling 20' /40' containers which includes all CUSTOMS formalities: Consolidated service charges for handling 20' /40' containers which includes all PORT formalities till loading and dispatch:
	ii) Custom formalities for 40' container	Per B/E (Bill of Entry)		
b	i) Port formalities for 20' container	Per container		
	ii) Port formalities for 40' container	Per container		
<b>Lot 3 : Schedule of Sea Consignment: LCL Cargo</b>				
a	i) Consolidated Service charges for handling/clearing	Per MT (Weight) / CBM(Measurement).	Please quote the rates against the respective items	Consolidated service charges for customs Clearance /Port clearance inclusive of loading, Unloading, labour charges, agency commission etc., Forklift / Crane charges. MT/CBM whichever is higher applicable
	ii) Minimum charges per B/E	Per B/E (Bill of Entry)		
b	PLOT/GODOWN RENT: Actual space utilized per Sq MT per day.	Per Sq mtr per day		
<b>Lot 4 : Transportation charges within city limits.</b>				

a	Tempo of 1 Ton Capacity	FTL (Full Tempo Load).	Please quote the rate against the item.	Transportation from docks to clearing Agents plots, carriers Godown which Includes loading, unloading, stacking, Destacking, destuffing from the containers, Sorting, shifting etc., which is also inclusive of Forklift charges.
<b>Lot 5 : Schedule of common handling charges:</b>				
a	Transfer bond formalities Per B/E for processing / operation of Transfer bond charges.	Per B/E (Bill of Entry)	Please quote the rates against the respective items	
b	Transfer Release Advice Formalities: Consolidated TRA charges.	Per B/E (Bill of Entry)		
<b>Lot 6 : Schedule of TRA(Telegraphic Release Advice) charges:</b>				
a	Registration of incoming TRA with Chennai Customs received from other stations/DECC/DEPB License/ and registration of any documents to the said Licenses.	per TRA (Telegraphic Release Advice)	Please quote the rates against the respective items	
b	Obtaining TRA / CRA / per License / PI at Chennai Customs to other customs stations.	per TRA (Telegraphic Release Advice) / CRA (Customs Release Advice)		
c	Project Import (PI) registration at Chennai Customs.	per PI License		

## Determination of Lowest (L1) Bidder

- Please quote the price details in 'Item Data' against the respective items provided therein.
- The bidder shall quote their lowest rates for all activities. The rates should be quoted for the activity as mentioned in the work sheet as per Price Bid Format given above.
- In case bidder is not quoting for all activities, then their offer shall be rejected.
- L1 will be determined based on Sum of all the rates quoted. The bidder whose SUM of all the rates quoted is lowest will be considered as L1.
- In quoting their rates, the tenderers are advised to consider 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.
- Note: - 1) The unit of measurement like per MT (Metric Ton), Lumpsum, per B/E (Bill of Entry), per container, per Sq. mtr. per day, FTL(Full Tempo Load), TRA(Telegraphic Release Advice), per PI (Project Import) License and per SB(Shipping Bills) etc. should be taken care of while quoting.
- The statutory levies payable shall be paid extra.

**Annexure C**

**FORMAT OF BID GUARANTEE FORM**

Note:

- 1. This guarantee shall be furnished by Scheduled Commercial Banks authorized 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)  
Name in (Block letters)

Designation .....  
(Staff No.) .....  
(Bank's common Seal)  
Official address:

Attorney as per power of Attorney No  
Date:

Annexure D  
Format for refunding of DD / bankers cheque for EMD ( if applicable)

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

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

## **Annexure E**

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

### **INTEGRITY PACT**

**Between**

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

**And**

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

### **Preamble**

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

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

### **Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian

Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Annexure E-1**.

e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4 – Compensation for Damages**

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

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

### **Section 5 – Previous Transgression**

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

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

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

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

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

### **Section 8 – Independent External Monitor / Monitors**

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

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

### **Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML



**Section 10 – Other provisions**

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

-----  
(For & On behalf of the Principal)

-----  
(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

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

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

-----  
-----  
-----

-----  
-----  
-----

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

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

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## Annexure E-1

### GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

Signature

(For & On behalf of Bidder/Contractor)

## ANNEXURE F

### GENERAL DECLARATION CERTIFICATE

I/ We , [•] hereby certify that all the information and data furnished with regard to this Tender Ref. No. [•] are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of Specification.

I/We hereby certify that all the documents submitted by us in support of the possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by BEML.

I / We hereby further confirm that no tampering has been done with the documents submitted in support of our qualification as a bidder. I understand that at any stage (during the bidding process or while executing the awarded works) if it is found that fake/false/ forged bid qualifying / supporting documents/certificates were submitted, it would lead to summarily rejection of our bid/termination of contract. BEML shall be at liberty to initiate other appropriate actions as per the terms of the bid / Contract or other extant policies of BEML.

I /We do hereby declare that there is no case with Police / Court / Regulatory authorities against the proprietor / Firms / Partners regarding disciplinary proceeding or any criminal activities. And / Or not sentenced for such activities. Also, I / We have not been suspended or been blacklisted by BEML or any other Govt. Ministry / Department / PSU / Court. We also certify that either or firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

### Annexure G (undertaking letter )

Dear Sir,

I / We hereby confirm that we have not changed/ modified/materially altered any of the RFQ documents as downloaded from the website/ issued by BEML and in case of such observance at any stage, it shall be treated as null and void.

I/ We also hereby confirm that we have neither set any terms and conditions and nor have we taken any deviation from the RFQ conditions together with other references applicable for the above-referred RFQ.

I/ We further confirm our unqualified acceptance to all Terms and Conditions and unqualified compliance to RFQ Conditions.

I / We confirm to have submitted our offer in accordance with RFQ instructions and as per aforesaid references.

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 **Rs XX Lakhs** as Performance Bank Guarantee within maximum period of 15 days after award of the contract (i.e. from the date of Letter of Intent/ Acceptance by BEML)

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions along with its **Corrigenda, addenda, Amendments, Clarifications etc if any to Tender** and accept the same in to-to. **For having agreed for all the terms and conditions of tender, Bidder is providing undertaking duly signed with seal.**

Annexure H  
**Compliance certificate**  
**Regarding bidders sharing land border with India**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.
- II. “ Bidder “ ( including the term ‘ tenderer ‘ , consultant ‘ or service provider ‘ in certain contexts ) means any person or firm or company , including any member of a consortium or joint venture ( that is an association of several persons, or firms or companies ) every artificial juridical person not falling in any of the descriptions of bidders stated here in before , including any agency branch or office controlled by such person , participating in a process.
- III. “Bidder from a country which shares a land border with India “ for the purpose of this order means : -
  - a. An entity incorporated , established or registered in such country ;or
  - b. A subsidiary of an entity incorporated, established or registered in such a country ;or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country ; or
  - d. An entity whose beneficial owner is situated in such a country ; or
  - e. An Indian ( or other ) agent of such an entity ; or
  - f. A natural person who is a citizen of such a country ; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under :
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) , who , whether acting alone or together , or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
    - a. “ Controlling ownership interest “ means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company
    - b. “ Control “ shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement s or voting agreements;
  2. In case of a partnership firm , the beneficial owner is the natural person(s) who , whether acting alone or together , or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together , or through one or more juridical person , has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  5. In case of a trust , the identification of beneficial owner(s) shall include identification of the author of the trust , the trustee , the beneficiaries with fifteen percent or more interest in the trust an any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

I/we have read the clause regarding above terms and conditions regarding restrictions on procurement whether goods, services (including consultancy service and non consultancy services) or works (including turn key projects)

I / We M/s ..... are not from a country which shares land border with India and as per the above terms and conditions are eligible to participate in this tender.

Or

I / We M/s ..... are from a country which shares land border with India and as per the above terms and conditions ,we are registered with Competent authority with Registration no .....are eligible to participate in this tender.

Annexure I  
Authorization letter  
*(To be printed by Bidder on Company's letter Head)*

Ref :

Date:

To,  
The Asst. General Manager (CMIM)  
Corporate Materials  
BEML Ltd.,  
23/1,4th Main,  
S.R. Nagar, Bangalore – 27

Dear Sir,

Know all men by these presents, that I/We -----(name of the firm/consortium members and address of registered office) do hereby make, nominate, constitute and appoint Mr [•], whose signature given below herewith to be true and lawful Attorney of M/s [•] hereinafter called 'Company', for submitting bid/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s BEML Limited, BEML Soudha, 23/1,4<sup>th</sup> Main, S.R.Nagar, Bengaluru, 560027 in connection with [•] vide Tender Ref No. [•] dated [•].

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as maybe lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

In witness where of the common seal of the company has been here unto affixed in the manner hereinafter appearing on the document.

( Signature of authorized signatory of the tenderer)

Name :

Designation :

Place

Date:

Seal :

Signature & seal of the bidder

Note : This letter of authority should be on the letter head of the bidder and should be signed by a person competent and having the powers of attorney to bind the tenderer.

## Annexure J

### GST terms and conditions

1. The supplier is required to comply with all the applicable provisions of the GST Laws / Rules / Notifications/ Circulars and to furnish required documents / details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax credit or any other benefit.
2. The supplier is required proper Invoice / Supplementary Invoice / Debit Note / Credit Note in the form and manner prescribed under GST Laws / Rules / Notifications / Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws / Rules / Notifications / Circulars. In case of non-compliance by the supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws / Rules / Notifications / Circulars, and also subject to BEML being in a position to avail GST input tax Credit as per applicable GST Laws / Rules / Notifications / Circulars.
3. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws / Rules / Notifications / circulars for such delays shall be recovered from the Supplier.
5. In case supplier delays such invoice in his GST return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws / Rules / Notifications / Circulars, GST amount paid by BEML towards such reversal as per GST Laws / Rules / Notifications / Circulars shall be recoverable from supplier along with applicable interest.
6. If BEML has not paid / short paid to the supplier for any invoices within the time limit prescribed under GST Laws / Rules / Notifications / Circulars by Supplier or any other reason attributable to supplier and leads to any GST Input Tax Credit reversal by BEML, any losses / expenses / cost / penalty, etc incurred by BEML shall be recoverable from the supplier.
7. Wherever applicable, BEML will have the right to deduct "Tax Deducted at source" at the rate prescribed under GST Laws / Rules / Notifications / Circulars and to remit the same to the Government.
8. In case of supplies made under Reverse Charge Mechanism, the supplier needs to comply with the provisions under GST Laws / Rules / Notifications / Circulars in terms of supply of Goods / Services and raising of Invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit an avail GST Input Tax Credit on the same. If the supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost /penalty, BEML shall be entitled to recover the same from the supplier. Further the supplier has to mention that "the liability of payment of GST amounting to Rs..... is on recipient of service" in the invoice raised on BEML.
9. The supplier is required to comply with the E way provisions under GST Laws / Rules / Notifications / Circulars. If the supplier fails to comply with the said provisions and as a result if BEML incurs any losses / expenses / cost / penalty, BEML shall be entitled to recover the same from the supplier.
10. In case of materials / goods issued to supplier for Job Work, the job work supplier is required to return the goods within the time limit prescribed in the purchase order. If the job work supplier fails to return the goods as above, BEML will be entitled to raise a GST supply Invoice on the Job Workers supplier with applicable interest as per the provisions of GST Laws / Rules / Notifications / Circulars. In such cases, BEML will be entitled to recover all such GST / Interest on GST / losses / expenses / cost / penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the supplier declaring such invoice in his GST return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months interest at prevailing rate of interest under GST Laws / Rules / Notifications / Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30<sup>th</sup> September of the next financial year or filing of GST Annual Return by supplier / vendor ( for which such invoice pertains to ), whichever is earlier. BEML will release Bank Guarantee only when the supplier declaring such invoice in his GST return and remittance of GST thereon to the Govt. In case the supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with Interest and any other cost/ loss incurred by BEML shall be recoverable from supplier.
12. The supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract / Invoice. In case of payment through LC, suitable provisions / clause will be inserted while opening LC to ensure compliance of above conditions. However, if any point of time value of such Bank Guarantee falls short of GST plus interest thereof, supplier will have to either furnish Bank Guarantee for differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till suppliers fulfils its obligations specified under above clauses.
13. BEML will be entitled to recover all losses / expenses / cost / penalty, etc. incurred by BEML along with applicable interest from the supplier due to reasons other than those attributable to BEML.
14. If the supplier is a composition / unregistered dealer, the supplier needs to comply with the provision under the GST Laws / Rules / Notifications / Circulars in terms of supply of Goods / Service and raising of invoice. In case , the supplier fails to comply with the above and as a result if BEML incurs any losses / expenses / cost / penalty, BEML shall be entitled to recover the same from the supplier along with applicable interest.

I hereby acknowledge that I have read and understood the terms and conditions as provided GST – General terms and conditions of sale as available at general terms and I agree to all of the terms.

**Annexure K**  
**FORMAT OF PERFORMANCE BANK GUARANTEE FOR SERVICE CONTRACT**

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. 100. /-)
3. The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.

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

The General Manager (.....)  
BEML Limited

.....  
.....  
.....

The Dy. General Manager (...)  
BEML Limited

.....  
.....  
.....

M/s .....(Name of the Service Contractor) 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 Shipping of consignments from various countries on the terms and conditions in the said agreement.

In terms of the said agreement the Service Provider is required to and has agreed to furnish to the company a Bank Guarantee for a sum of 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 Service Provider 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



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. This Guarantee is effective from xx/xx/xxxx (date) to xx/xx/xxxx (date) or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of the Company.

This Guarantee will remain valid for a period of 6 months from after contract period from xx/xx/xxxx (date) to xx/xx/xxxx (date) or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before xx/xx/xxxx (date) or the extended period.

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) unless extended. 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:

**Annexure L**  
**A G R E E M E N T P R O F O R M A**

Contract No. :

This agreement executed on this the ...day of '2017 between M/s BEML Limited, a Central Public Sector Undertaking, incorporated under the Companies Act, 1956 and having its Corporate Office at BEML Soudha, S.R. Nagar, 4th Main, Bangalore – 560 027 [hereinafter referred to as “BEML” which expression shall wherever the context so required or admits mean and include its successors and assignees] of the one part and Contractor M/s.....registered under the Companies Act 1956 and having its Registered Office .....[hereinafter referred to as CONTRACTOR/SEA FREIGHT FORWARDER] which expression shall wherever the context so requires or admits mean and include its successors and Assignees] of the other part, witnesseth as follows:-

1. Whereas, BEML a Mini Ratna Category-1 Public Sector Undertaking, under Ministry of Defence, Government of India, is a leading organization in India, a multi product, Multi technology Company inter-alia offering high quality products and services for various sectors such as, Coal, Steel, Limestone, Power, Irrigation, Construction, Road building, Airport, Railways, Defence and Metro.
2. Whereas, BEML is desirous of appointing a Sea Freight forwarder for arranging Sea freight for all imports of BEML Ltd. from various countries to be received at Chennai (Sea Port) and Inland Container Depot.(ICD),Bangalore and the Sea Freight Forwarder has accepted such appointment by BEML.
3. Whereas, BEML floated Bid Invitation No. xxxxxxxxxxxxxx Dated XX/XX/20XX, for which the Sea Freight Forwarder submitted its quote. The Service Provider shall furnish within 15 days of the award of the Contract, a Bank Guarantee for *Rs. 20 Lakhs* as per the format provided by the Company and issued by any Scheduled commercial bank only to ensure satisfactory operation/performance of the contract in favour of the Company.
4. Whereas, Sea Freight Forwarders and their associates, as shown in the Annexure-xxx are carrying on business as Seafreight Forwarder all over the world and the Sea Freight Forwarder is under obligation for freight forwarding, customs clearance, warehousing etc.
5. Whereas, Sea Freight Forwarder have agreed their rates for undertaking the consolidation for Sea consignments between .....to Chennai Sea Port as per Annexure-xxx of rates enclosed and also for the Sea Consignments between .....to Inland Container Depot. (ICD),Bangalore as per Annexure-XX of rates enclosed.
6. As far as possible the sea freight forwarder should engage Indian Flag Vessels/Shipping Corporation of India Vessels.
7. Now this agreement witnesses as follows :
  - i) Duration :

This agreement shall be deemed to have taken effect from xx-xx-20XX and remains in force till xx/xx/xxxx. This agreement may however be terminated at any time by BEML by giving one month notice to the other in writing. However, the assignment undertaken prior to the termination notice shall be completed by the parties irrespective of termination of the agreement and all the obligations arose till the date of termination shall continue even after the date of termination.
  - ii) The Sea Freight Forwarder at the request of BEML will render the same services at the same rate in case of expiry of contract for spill over period of three months or such other longer periods as required by BEML.
  - iii) This agreement is executed on the specific understanding that the name as mentioned in Annexure-.. are the Overseas Associates of the Contactor. Any change shall be with prior consent of BEML in writing and BEML shall be at liberty to terminate this contract without notice, if such change is not acceptable to BEML.
  - iv) At the instance of BEML, as and when required, the Contractor will undertake the freight forwarding work of any other sectors entrusted at the same contract rate and other terms of the other sector. For the countries which are not covered in contract, rates available in contract for nearest country shall be considered if mutually agreed.

8. During the period of agreement the Sea Freight Forwarder and his foreign associates as mentioned in Annexure-xxx shall render services as per scope of work indicated in detail in the Bid No. XXXXXXXXXXXX Dated XX/XX/XXXX

9. That the Terms & Conditions, Technical Bid, scope of work and all enclosures to Bid Invitation No. 6xxxxxxxxxx Dated xx/xx/xxxx and also post Pre-bid meeting Appendix/Annexure/Modified tender as per CORRIGENDUM to said TENDER shall form part of this contract in addition to whatever terms and conditions stipulated herein. However for ready reference the details are enclosed at Annexure-XX , XX etc

10. For rendering the various services mentioned as per the tender documents (scope of work of Sea Freight Forwarder) the rates agreed shall be as per Annexures attached.

11. BEML reserves the right of concluding parallel contract on the same sector with other Forwarding Agents depending on BEML requirements.

12. All information and documents exchanged between BEML and the Contractor pursuant to this Agreement shall not, under any circumstances, be released by the Contractor to any other third party or to public without prior written consent of BEML. This condition is obligatory for a period of two years from the date of termination of this Agreement without considering the way it happened.

13. The Contractor shall obtain all permits/licences etc. required for the performance of the obligation under this Agreement. The Contractor shall abide by the provisions of all applicable Laws, Rules, Notifications etc.

14. 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.

15. 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.

IN WITNESS WHEREOF the parties hereto have executed this agreement in the presence of the witnesses attesting hereunder at :-

For BEML LIMITED  
(Authorized Signatory)  
WITNESSES :

- 1)
- 2).

For CONTRACTOR  
(Authorized Signatory)  
WITNESSES :

- 1)
- 2

Appendix A

Experience of the Service provider for similar movements

List of reference works 0

(To be typed in the letterhead of the bidder)

SN	Project/ Description of work	Customer name, contact address, Ph.no., email	Work order ref.	Work Order date	Value of Order ( in Lakhs )	Brief of work	Completion date
1							
2							
..							

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment

Note: Uploaded the above individual documents with file name Appendix A1, Appendix A2....etc