

Bid Invitation No : 6300037576



**BEML LIMITED**

(A Govt. of India Mini Ratna Company under Ministry of Defence)  
"International Business Division"  
11<sup>th</sup> floor, Vandhna Building, 11-Tolstoy Marg.  
New Delhi-110001

**TENDER NOTICE**

Bid Invitation No. **6300037576**

Date: **09.06.2022**



**Sub : Tender for selection of Independent surveyor for measurement of BEML Cargo at Mumbai/ Nhava Sheva Port.**

**BEML LIMITED** invites tenders through e-mode in two bid system (**Technical bid & Price bid**) for selection of Independent Owner's Surveyor for measurement of 71 units of BEML equipment along with attachments at Mumbai/ Nhava Sheva port for onward shipment to Ebolowa, Cameroon.

The detail terms and conditions are enclosed.

**Tender Closing Date & Time: 21.06.2022 @ 14.00 hrs.**

Corrigendum, if any will be posted on BEML website ([www.bemlindia.in](http://www.bemlindia.in)) only.

  
A circular blue ink stamp for BEML Limited. The outer ring contains the text "BEML LIMITED" at the top and "LIMITED" at the bottom, with two stars on either side. The center of the stamp is blank.

Manager  
(International Business Division)

**TABLE OF CONTENTS**

<b>Sl. No.</b>	<b>Description</b>	<b>Page No.</b>
1.	Tender Notice	1
2.	Table of Contents	2
3.	Introduction	3
4.	Invitation for Tender	3
5.	Eligibility Criteria	3
6.	Instruction to Bidders	3-4
7.	General Conditions	4-6
8.	Schedule of Events	6
9.	Check List	7
10.	Commercial Terms and Conditions	7-11
11.	Annexure-A	12-13
12.	Annexure-B	14
13.	Annexure-C	15
14.	Annexure-D	16
15.	Annexure-E	17
16.	Annexure-F	18
17.	Annexure-G	19-20

### 1. INTRODUCTION:

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

BEML is planning to ship 71 units of Equipment along with attachments to Ebolowa, Cameroon, under EXIM Bank's Line of Credit Scheme. The shipments are planned to be shipped in two lots.

### 2. INVITATION FOR TENDER:

BEML invites tender to appoint an independent owner's surveyor for measurement of BEML cargo at Mumbai/ Nhava Sheva port.

### 3. ELIGIBILITY CRITERIA:

- a. The bidder's company should be registered in India.
- b. The bidder's company should have valid PAN card and GST registration certificate.
- c. The bidder's company should have rendered such services in the past for at least 2 years.

### 4. INSTRUCTIONS TO BIDDERS:

The tender consists of two (2) parts, details are as below;

Sl. No.		Nature of Bid	Mode of Submission
1	Part I	Technical Bid	Through E-mode (BEML SRM Platform)
2	Part II	Price Bid	Through E-mode (BEML SRM Platform)

This is a Two-bid tender on BEMLSRM Platform. All the details for both Technical Bid and Price Bid are to be submitted through electronic mode only and in the prescribed formats.

#### Part-I: TECHNICAL BID:

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

- a. Duly filled, signed and stamped **Annexure-A** along with all the supporting documents into Collaboration Folder of BEML SRM platform.
- b. Duly filled **Annexure-C, Annexure-D & Annexure-E** to be uploaded in Collaboration Folder of BEML SRM platform.

Please ensure that **no price details** are mentioned in any of the documents uploaded as part of the Technical Bid. In case, any price details are found in technical bid documents, the bid is liable to be rejected.

Technical Bids will be automatically opened on the BEML SRM Platform at 1400 Hrs on the closing day of tender.

BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage.

**Part-II: PRICE BID:**

- a. The bidders are required to enter the price in the 'Item Data' only in SRM System as per **Annexure-B**.
- b. The 'Price bids' of only those bidders who are qualified in technical evaluation by technical committee, shall be opened.
- c. The date and time of opening of price bids will be conveyed to all the technically qualified bidders, separately.
- d. Bidder should enter the price only in the 'Empty' box provided below the 'Price' column in Item Data.
- e. The bidder should not change any field in the 'Item Data' like 'Quantity' and 'Price Per Unit' field in SRM System.
- f. The bidders shall enter 'Item Wise' remarks under 'Bidders Remarks', if any.
- g. BEML is planning to ship cargo in two lots to Cameroon till December 2022. The successful bidder should hold the prices valid until 31st December 2022.
- h. GST charges applicable will be paid by BEML at actuals.
- i. The bidder whose offer is Lowest and technically qualified will be considered as L1.

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

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

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

**5. GENERAL CONDITIONS:**

1. Technical Bids will be automatically opened on the BEML SRM Platform at 1400 Hrs on the closing day of tender.
2. BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage.
3. The 'Price bids' shall be opened in respect of only those bidders who, after technical evaluation are found technically qualified, by technical committee constituted for the purpose.
4. Kindly note that bidders having sister concerns are requested to quote from one firm only. If quotes are received from both parent and sister companies against the same tender, BEML reserves the right to reject both quotes received from both the parent and sister companies.
5. The bidder is advised to carefully go through all the terms and conditions of tender before submitting the tender.

Bid Invitation No : 6300037576

6. 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.
7. All bidders are advised to sign and append the seal in the Declaration Format as per **Annexure-C** of this document.
8. 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.
9. Technical Bid & Commercial Bid submitted through manual mode /e-mail /fax will not be considered and is liable for rejection.
10. 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.
11. Non-compliance with any of the tender conditions set forth thereon and incomplete, conditional and ambiguous offers are liable for rejection.
12. The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix stamp and sign on each and every page of tender document before uploading the tender on the BEML SRM Platform, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.
13. 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.
14. The due date for submission of tender 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.
15. BEML may decide to scrap the tender/ re-float 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.
16. 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.

Bid Invitation No : 6300037576

17. BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third-party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected and their EMD would be forfeited.
18. BEML reserves the rights to:
  - a) Accept or reject any or all proposals.
  - b) Waive any anomalies in proposals through an addendum.
  - c) Modify or cancel the RFX/Tender Enquiry.
19. The Bid invitation / Notice Inviting Tender is not an offer or a contract.
20. Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.
21. BEML is not obligated to contract for any of the products / services described in the Bid invitation / Notice Inviting Tender.
22. BEML Ltd's decision is final for evaluation of the offer.
23. Canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.
24. Any queries/clarification/information/details if required by the bidder, the same to be sent to e-mail address : [latam@beml.co.in](mailto:latam@beml.co.in) & [sea@beml.co.in](mailto:sea@beml.co.in).
25. The queries will be accepted and entertained upto **13.06.2022** @ 14.00 Hrs, the decision of BEML on this will be final & binding.
26. It is suggested that all the bidders should send queries & obtain all the clarifications before submitting the bids.
27. Any modification of the Bidding documents which may become necessary as a result of the bidder's queries, shall be made by BEML and the same will be hosted on BEML website [www.bemlindia.in](http://www.bemlindia.in) only.
28. Bidders should regularly visit BEML's websites to keep themselves updated.
29. No separate advertisement shall be published in the Newspaper in this regard & no bidder will be individually/ separately informed of the same.
30. Before the dead-line for submission of Bids, BEML may modify the Bidding documents.
31. All Corrigenda, Addenda, Amendments, Clarifications etc if any thus issued shall be part of the Bidding documents. Prospective Bidders shall sign the same with seal and upload as a part technical bid.

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

Sl. No.	Particulars	Date	Time
1	Floating of e-tender in BEML website and Central Public Procurement Portal	<b>09.06.2022</b>	
2	Last date for forwarding Queries through email for clarification on tender, if any.	<b>13.06.2022</b>	14.00 Hrs
3	Last date for submission of bids through SRM	<b>21.06.2022</b>	14.00 Hrs
4	Opening of Technical bids	<b>21.06.2022</b>	14.00 Hrs

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

<b>Part-1</b>	<b>Technical Bid – To be uploaded in Collabaration folder in the BEML SRM Paltform</b>
	a) Annexure–A duly filled, signed and stamped in prescribed format with Supporting documents.
	b) Annexure-C, Annexure-D & Annexure-E duly filled, signed and stamped in prescribed format.
<b>Part-2</b>	<b>Price Bid – As per Annexure -B (Lumpsum amount to be quoted, in INR for the survey activity, for complete cargo indicated in Annexure-F, as per the scope of work indicated in tender document) Please quote the price details in BEML SRM Platform only against the respective item provided therein.</b>

**8. COMMERCIAL TERMS AND CONDITIONS:**

**1. CONTRACT PERIOD:**

The Contract is valid from the date of signing of the contract upto the survey of last cargo and submission of all survey report acceptable to BEML Limited.

**2. VOLUME OF BUSINESS:**

Approximate dimensions and weight of the of equipment and attachments are furnished in **Annexure-F**. These details are tentative and is furnished for guidance purpose only.

**3. VALIDITY OF RATE:**

The rates shall be kept valid for shipment till **120 days** from the date of opening of tender. The successful bidder should hold the prices valid until 31<sup>st</sup> December 2022.

**4. SHIPMENT:**

BEML is planning to ship cargo in two lots to Cameroon by December 2022. The tentative shipment plan is; 1<sup>st</sup> lot during June/ July 2022 and 2<sup>nd</sup> Lot during Sept./ Oct. 2022. However, the actual shipment schedule shall be informed in advance.

**5. SCOPE OF WORK:**

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

- a. Survey of 71 units of BEML equipment and attachments at Mumbai/ Nhava Sheva port. The tentative dimensions of the cargo indicated at Annexure-F.
- b. Measurement Survey of BEML cargo at port and finalize the same in consultation with the shipping agency appointed by the shipping line / BEML.
- c. To issue a survey report, clearly indicating the dimension of equipment and attachments loaded, alongwith supporting photographs.
- d. To Carry out Survey at Port, before loading the equipment and attachments on to the vessel in the presence of BEML's representative.

**6. PAYMENT TERMS:**

- i. The payment to the successful bidder shall be released in following manner;
  - a. 50% of total contract value shall be released within 30 working days after submission of original survey report along with photographs acceptable to BEML and original invoice for first lot.
  - b. Balance 50% of total contract value shall be released within 30 working days after submission of original survey report along with photographs acceptable to BEML and original invoice for second lot.
- ii. Successful bidder should furnish the GST remittance details to BEML.

**7. RIGHT OF BEML:**

BEML reserves right for the following:

- a. To accept or reject all or any of the bids, without assigning any reason.
- b. The quantum of work allocated to the Successful Bidder may be increased or decreased at the discretion of BEML, at any stage of the contract.
- c. In case BEML is not satisfied with the quality of work of the successful bidder / refusal of work from successful bidder, BEML reserves the right to allot such item of work to other party and levy consequential damages for the entire expenditure in arranging party for such work / works.
- d. To extend or curtail the period of contract.

**8. Performance Bank Guarantee/ Security Deposit:**

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

**(OR)**

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

- c. In case of extension of the Contract, the validity period for Performance Bank Guarantee/ Security deposit will also be extended accordingly.
- d. The above Performance Bank Guarantee/ Security deposit will be held by BEML as Security for the satisfactory performance of the contract. Any compensation or other sums payable by the successful Bidder to the BEML under the terms and conditions of this contract will be deducted from his Performance Bank Guarantee/ Security deposit or from any sums that may be due or may become due, to the contractor on any account what-so-ever. In the event of the security Deposit being reduced by any reasons of such deductions the contractor shall make good these deductions within 10 (TEN) days.
- e. Performance Bank Guarantee / Security deposit shall not entitle for any interest payment on refund.
- f. Performance Bank Guarantee/ Security deposit will be forfeited by BEML in the event of any default, failure, negligence on the part of the supplier for the performance of the Contract or any



Bid Invitation No : 6300037576

loss that may be incurred by BEML as a result of breach of any of the Terms and Conditions of the Contract.

- g. The decision of BEML in respect of such damages, losses, charges, cost or expenses shall be final and binding on the Successful Bidder.

**9. 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 one month (01) after completion of contract subject to fulfilment of contractual obligations by the contractor and on submission of a "NO DEMAND CERTIFICATE".

**10. CONFIDENTIALITY:**

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

**11. INDEPENDENT AGENCY:**

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

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

**12. ASSIGNMENT OR SUB-LETTING OF CONTRACT:**

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

**13. TERMINATION:**

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

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

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

In the event of the Successful Bidder going into liquidation or winding up business or making arrangements with a third party, the Company will have the right to terminate the Contract

Bid Invitation No : 6300037576

forthwith without giving any notice. The Company reserves the right to claim from the Successful Bidder any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of the Contract.

**14. RISK PURCHASE CLAUSE:**

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

**15. 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.

**16. 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.

**17. BRIBES AND GIFTS:**

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

**18. ESSENTIAL CONDITIONS:**

- a) Quotations by post / courier / FAX are not acceptable.
- b) The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.
- c) Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.
- d) Please note that activation of the Digital Signature requires at least two days' time. Thus, ensure to have digital signature activated well in time.
- e) **In case of any queries on Digital Signature or submission of bid in SRM system, please contact BEML SRM Team on 080-22963269, 080-22963268 or e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in).**

Bid Invitation No : 6300037576

- f) While quoting its rates, the bidder is 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.
- g) In case Bidder is not quoting for all activities, then their offer shall be rejected.
- h) BEML reserves the right to accept the offers or reject all offers or split the scope of work between successful bidders without assigning any reasons.

**19. LIABILITIES:**

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

**20. FORCE MAJEURE CLAUSE:**

Notwithstanding anything contained in the Contract, neither the Service Provider nor the BEML shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the BEML or the Service Provider. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake or acts of God, restrictions by Govt. authorities over which the Service Provider or *the acts on which* the BEML has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Service Provider along with supporting evidence and so granted by the BEML for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, BEML shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. BEML may takeover partly processed material at a mutually agreed price.

**21. AWARDING OF CONTRACT:**

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

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

**Part –I - TECHNICAL BID****(To be filled by Bidder and to be uploaded in BEML SRM System)**

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

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

All entries in the tender document shall be in English either typed or written legibly in blue ink only. Over-writings are not permitted.

All cancellations and insertions shall be duly signed / attested by the authorized person. All the documents should be uploaded in PDF format.

<b>Sl. No.</b>	<b>Description</b>	<b>Remarks</b>
1.	Name in full of the Bidder	Please provide the details
2.	Certificate of incorporation/ Registration in India.	Upload the copy of Registration Certificate/ Certificate of incorporation.
3.	Complete Address along with telephone number / E Mail ID at Mumbai.	Please provide the details
4.	Are you registered as a) Public Ltd., Co.? b) Pvt. Ltd., Co.? c) Partnership concern. d) Others, please provide the details.	Please provide the details
5.	How long have you been in the business of Marine Cargo Survey?	Please provide the details.
6.	The Bidder must be in the business of providing similar services to various Govt / PSUs or other large reputed organizations/ shipping line at least for the last two (2) Years (as on tender closing date).	Upload Work Order/ Contract/Experience certificate issued by customer(s) <b>during past 2 years.</b>
7.	PAN Card issued by the Income Tax Department.	Upload copy of PAN card
8.	Proof of GST registration.	Upload copy of GST registration certificate.

Bid Invitation No : 6300037576

**Note:** If it comes to the knowledge of BEML, at any point of time, during the tender process that the information submitted by the bidder is incorrect or deliberately misleading, BEML, at its discretion, will have the right to reject the bid without any information to the Bidder.

**We have understood the Terms and Conditions clearly and agree in totality.**

**Place:**  
**Date:**

**(Signature of the Bidder/Authorized signatory)**  
**seal**

**Part –II - PRICE BID**

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

<b>Sl. No.</b>	<b>Description</b>	<b>SRM Item Data Sl. No.</b>	<b>Unit of Measurement</b>	<b>UNIT PRICE (IN INR)</b>
<b>1.</b>	Surveyor charges (Lumpsum amount to be quoted in INR, for the survey activity, for complete cargo indicated in Annexure-F, as per the scope of work indicated in tender document).	<b>1</b>	<b>Lumpsum</b>	<b>Please quote the rates against the respective items in 'Item Data' in the SRM system</b>

**Note:**

- a.** After technical evaluation, price bid will be opened for technically qualified bidders.
- b.** BEML is planning to ship cargo in two shipments to Cameroon upto December 2022. The bidder should hold the price valid until 31<sup>st</sup> December 2022.
- c.** GST charges applicable will be paid by BEML at actuals.
- d.** The bidder whose offer is Lowest and technically qualified will be considered as L1.

**Declaration by the bidder**

This is to certify that our person/persons/Company/Firm/Associations does not have any litigation, arbitration cases against BEML Ltd or pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd.

**Signature of Bidder with Seal**

**UNDERTAKING**

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

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

Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_



**UNDER TAKING LETTER**

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

To,

The Manager  
International Business Division,  
BEML Limited,  
11<sup>th</sup> Floor, Vandana Building, Tolstoy Marg.  
New Delhi, 110 001.

Sub:- Undertaking with respect to Bid Invitation No. 6300036010.

Dear Sir,

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

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

I / we hereby confirm that we have gone thr

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

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

Place:

Date:

Signature of the Bidder) Full name with seal

<b>TENTATIVE DIMENSIONS AND WEIGHT (PER UNIT) OF CARGO</b>								
<b>SI. No.</b>	<b>EQUIPMENT MODEL</b>	<b>EQUIPMENT/ ATTACHEMENT DESCRIPTION</b>	<b>STATIC/ SELF DRIVEN</b>	<b>QTY IN NOS</b>	<b>LENGTH IN MTR</b>	<b>WIDTH IN MTR</b>	<b>HEIGHT IN MTR</b>	<b>GROSS WEIGHT IN MTs</b>
1	BD155 BULL DOZER	BULL DOZER-MAIN UNIT WITH MSR	SELF DRIVEN WITH TRACK CHAIN MOUNTED	08	8.70	4.25	4.30	45.50
		BULL DOZER-MAIN UNIT WITH SSR		03	9.10	4.25	4.30	45.00
		TREE PUSHER	STATIC	03	7.60	4.20	3.30	6.40
		LAND CLEARING RAKE	STATIC	11	5.05	4.20	2.20	5.80
		LAND CLEARING CHAIN	STATIC	05	1.70	1.70	1.70	3.80
2	BD65-1 BULL DOZER	BULL DOZER-MAIN UNIT	SELF DRIVEN WITH TRACK CHAIN MOUNTED	10	6.91	3.60	3.50	21.50
		LAND CLEARING RAKE		STATIC	10	4.00	3.65	1.40
		TREE PUSHER	STATIC	3	3.20	1.10	1.10	1.00
3	BE300LC EXCAVATOR	EXCAVATOR-MAIN UNIT	SELF DRIVEN WITH TRACK CHAIN MOUNTED	10	11.00	3.30	3.60	30.90
		HAMMER		STATIC	10	2.82	0.54	0.56
4	BG605A MOTOR GRADER	MOTOR GRADER-MAIN UNIT	SELF DRIVEN (WHEEL DRIVEN)	10	10.70	3.80	4.00	16.50
5	BL30 WHEEL LOADER	WHEEL LOADER-MAIN UNIT	SELF DRIVEN (WHEEL DRIVEN)	10	8.10	3.20	4.00	18.00
		WOOD GRASPER	STATIC	5	2.00	2.00	2.00	1.50
6	BL9H (4X4) BACKHOE LOADER	BACKHOE LOADER-MAIN UNIT	SELF DRIVEN (WHEEL DRIVEN)	10	6.30	3.00	4.00	8.00
7	COMPACTOR	MONOCYLINDRIC COMPACTOR	WHEEL AND DRUM DRIVEN	10	5.70	2.30	2.55	12.80
		PAD FOOT DRUM KIT	STATIC	10	1.70	2.20	1.70	1.00
8	Tool Box	Tool Box	STATIC	142	1.40	0.75	0.70	0.07
<b>TOTAL APPROX. CBM : 8900</b>								

**NOTE :**

The above mentioned dimensions and weight details are for reference purpose only. However, the actual dimension/ volume details shall be determined at the time of shipment.

**PERFORMANCE BANK GUARANTEE**

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

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

M/s .....(Name of the company) having their office at .....and its Registered office at .....( hereinafter called the contractor) has entered into an agreement No:..... (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned survey activity on the terms and conditions in the said agreement.

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

(Name of the BANK) having its office at ..... has agreed at the request of the contractor to give the guarantee hereinafter contained.

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

Bid Invitation No : 6300037576

claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

Unless a demand or claim under this Guarantee is made on us in writing on or before **xx/xx/xxxx (date)** or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & conditions

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

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

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

Date :

Place :