



BEML LIMITED

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

TENDER NOTICE

Bid Invitation No. 6300038369

Date: 27.03.2023

Sub : Tender for C&F activities at CFS in Chennai for shipment of 02 units of Motor Grader to Russia.

BEML LIMITED invites tenders through e-mode in two bid system (**Technical bid & Price bid**) for C&F activities at **CFS in Chennai** for shipment of 02 units of BEML Motor Grader through 40 feet flat rack container.

The detail terms and conditions are enclosed.

Tender Closing Date & Time: 17.04.2023@ 14.00 hrs

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

Assistant General Manager
IBD

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1. INTRODUCTION:

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

2. INVITATION FOR TENDER:

BEML has received order for supply of 02 units of Motor Grader to Russia. The incoterm is FOB Chennai.

In order to complete the C&F activities at CFS in Chennai for 02 equipment through 40 feet flat rack container, BEML invites tender for appointing C&F agent at Chennai for 02 units of Motor Grader

3. ELIGIBILITY CRITERIA:

- a. The bidder's company should be registered in India.
- b. The bidder's company should have PAN card and GST registration certificate.
- c. The bidder's company or his associate should have valid CHA license.

4. INSTRUCTIONS TO BIDDERS:

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

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

This is a Two-bid tender on BEML SRM Platform. All the details for both Technical Bid and Price Bid are to be submitted through electronic mode only and in the prescribed formats. **Only Pre-Qualification Bid to be submitted in sealed cover** by post/ courier or in person before closing date and time of the tender.

Part-I: PRE-QUALIFICATION BID:

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

- a. An amount of Rs.12,000/- (Rs. Twelve Thousand Only) towards **EMD (Earnest Money Deposit)/ BID Guarantee** from any Scheduled Commercial Bank payable to BEML Limited, Bangalore or valid certificates for EMD exemption.

The Bidder shall submit their pre-qualification bid in a sealed envelope with duly super scribed in bold letters, at the top of the envelope as "PRE-QUALIFICATION BID", "Bid Invitation No. 6300038369 dated 27.03.2023 Bid Closing date 17.04.2023 and Time 14:00 Hrs -" and drop at "Tender Box" placed in "Room No 1," at below mentioned address or send the same by pre-registered post or by recognised courier to below mentioned address and same should reach the address on or before the closing date & time of the tender.

**ASSISTANT GENERAL MANAGER – CORPORATE MATERIALS
BEML LIMITED.,
BEML SOUDHA, 23/1, 4TH MAIN, S.R. NAGAR,
BANGALORE – 560 027
KARNATAKA, INDIA**

Bids of those bidders, who do not submit “Pre-Qualification bids” before the prescribed closing date and time, will be rejected.

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

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 the technically qualified bidders separately.

The ‘Pre-Qualification Bid’ shall be opened at 14:30 hrs on Date -17.04.2023 at BEML’s Corporate Office

INSTRUCTION FOR SUBMISSION OF EMD:

a) Every bidder shall deposit an amount of **Rs. 12,000/- (Rs. Twelve Thousand Only)** as Earnest Money Deposit to BEML limited through any of the following mode before the Tender/ Bid closing date as indicated below:

(i) Account Payee Demand Draft / Banker’s Cheque in favour of **BEML Limited** from any of the commercial bank

(OR)

(ii) An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in **Annexure-H** having a validity period of **bid validity (120 days) + 60 days** from the date of opening of Tender.

(OR)

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

▪ Open the following link:

<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>

▪ Read the terms & conditions, tick the acceptance box and click on Proceed.

▪ In ‘Select State’ dropdown, select All India and click on the Go button.

▪ In ‘Select Payment Category’, select EMD/ Tender Fee.

▪ Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of **Rs.12,000**.

b) Please ensure that online /NEFT payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender.

Proof for making payment towards EMD, to be submitted along with Pre-Qualification bid documents, before the prescribed closing date and time of tender.

c) Bids of those Bidders, whose EMD submitted in any form other than as mentioned above will be rejected.

d) Exemption for payment of EMD:

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD. Bidder / Contractor should submit valid MSME / NSIC / Udyog Aadhar certificates/UDYAM or Certificate issued by Central Purchase Organization or the concerned Ministry or Department for EMD exemption. **Non-submission of above-mentioned valid exemption certificate, before the prescribed closing date and time of tender, will be rejected.**

e) The Earnest Money Deposit (EMD) shall remain deposited with BEML limited for the period of **120 days** from tender opening date. If the validity of the offer is extended, the Earnest Money Deposit duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by BEML.

f) No interest will be payable by BEML on the EMD / Bid Guarantee.

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

h) Refund of EMD:

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 14 days 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 14 days from the date of awarding of contract.

i) EMD of the successful bidder will be converted as part of security deposits and the balance amount of security deposits should be met by the bidder as per the contract / agreement conditions.

j) Likewise, if the tender is cancelled for what so ever reason, then EMD will be refunded to all the bidders without any interest.

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

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

The '**Pre-Qualification Bid**' shall be opened at 14:30 hrs on Date 17.04.2023.

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

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

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

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

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

C&F agency(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.

Part-II: TECHNICAL BID:

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

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

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

Technical Bids will be automatically opened on the BEML SRM Platform at 1600 Hrs on the closing day of tender. Technical bids of only those bidders who are fulfilling the pre-qualification criteria shall be considered for further evaluation.

Part-III: PRICE BID:

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

5. GENERAL CONDITIONS:

1. Technical Bids will be automatically opened on the BEML SRM Platform at 1400 Hrs on the closing day of tender. Technical bids of only those bidders who are meeting the pre-qualification criteria shall be considered for evaluation.
2. BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage.
3. The 'Price bids' shall be opened in respect of only those bidders who, after technical evaluation are found technically qualified by technical committee constituted for the purpose.
4. 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.
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-D** 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 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.

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.

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 outrightly 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.

SCHEDULE OF EVENTS:

Sl. No.	Particulars	Date	Time
1	Floating of e-tender in BEML website and Central Public Procurement Portal	27.03.2023	
2	Last date for forwarding Queries if any, for clarification during Pre-bid meeting	03.04.2023	17.00 Hrs
3	Pre-bid meeting	04.04.2023	11.30 Hrs
4	Last date for submission of bids through SRM	17.04.2023	14.00 Hrs
5	Opening of Pre-qualification bids	17.04.2023	14.30 Hrs
6	Opening of Technical bids	17.04.2023	16.00 Hrs

PRE-BID MEETING:

Pre-bid meeting will be organized through Video Conference, interested bidders are advised to send the email to cmimp2@beml.co.in for the participation on or before 03.03.2023 @ 17.00 Hrs to share the video-conference link for Pre-Bid meeting scheduled on 04.04.2023 at 11.30 Hrs

- Any queries/clarification/information/details if required by the bidder, the same to be sent to e-mail address : cmimp2@beml.co.in.
- The queries will be accepted and entertained upto 03.03.2023 @ 17.00 Hrs to the pre-bid meeting, the decision of BEML on this will be final & binding.
- It is suggested that all the bidders should send queries & obtain all the clarifications before submitting the bids.
- Any modification of the Bidding documents which may become necessary as a result of the pre-bid queries, shall be made by BEML and the same will be hosted on BEML website.
- Clarifications to the bidders' queries and all Corrigenda, Addenda, Amendments, Clarifications etc if any to the tender, will be hosted on BEML website www.bemlindia.in only.
- Bidders should regularly visit BEML's websites to keep themselves updated.
- No separate advertisement shall be published in the Newspaper in this regard & no bidder will be individually/separately informed of the same.
- Before the dead-line for submission of Bids, BEML may modify the Bidding documents.
- All Corrigenda, Addenda, Amendments, Clarifications etc if any thus issued shall be part of the Bidding documents. Prospective Bidders shall sign the same with seal and upload as a part technical bid.

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

Part-1	Pre Qualification bid- To be submitted manually
	a) Rs. 12,000/- EMD/ Bid Guarantee (Proof of making payment or EMD Exemption Certificate)
Part-2	Technical Bid – To be uploaded in Collaboration folder in the BEML SRM Paltform
	a) Annexure–A duly filled, signed and stamped in prescribed format with all supporting documents. b) Annexure-D, Annexure-E & Annexure-F duly filled, signed and stamped in prescribed format.
Part-3	Price Bid-(As per Annexure-B) Please quote the price details in BEML SRM Platform only against the respective items provided therein.

6. SCOPE OF WORK:

C&F activities at the port of loading, i.e. at CFS, Chennai.

Detailed scope of work is as under:

- a) Arranging CFS entry passes for trailers, drivers, cleaners and BEML staff.
- b) Receiving the cargo at CFS, Chennai.
- c) Unloading the equipment along with tool boxes from trailer and loading on to 40 feet flat rack containers. by crane/ramp to be arranged by successful bidder. For unloading of equipment through crane, 2 no. 30 Ton crane and slings would be required and needs to be arranged by the successful bidder.
- d) Arranging for customs clearance, filing shipping bill (with declaration," We intend to claim benefits under RoDTEP" and under column Reward Scheme as "YES" and other formalities for claiming incentives under FTP), inspection by customs and Let Export permission.
- e) Arranging for Stuffing, lashing and dunnage of equipment and spare parts boxes after loading on to 40 feet flat rack containers. Lashing and dunnage material has to be arranged by the successful bidder.
- f) For loading equipment into 40feet flat rack container 6 side plates has to be welded into container for tyre balance.
- g) Arranging for survey after loading of equipment and spare part boxes on 40 feet flat rack containers.
- h) Arranging for cover-up all the equipment with tarpaulin covers.
- i) Arranging for transportation of all loaded flat rack containers from CFS to Chennai/ Ennore/Kattupalli port.
- j) Fumigation of wooden tool boxes, if required.
- k) Handing over the original Bill of Lading, soft copy of shipping bill to be provided, realization of DBK amount from customs and confirming the flow of Shipping bill to DGFT website.
- l) Handing over the cargo to the customer nominated shipping agent for onward shipment to Russia.

7. COMMERCIAL TERMS AND CONDITIONS:

1. Contract Period:

The Contract is valid from the date of signing of the contract upto customs clearance and safe loading of cargo into the vessel advised by BEML at Chennai/Ennore/Kattupalli Port, submission of all documents to BEML Limited and ensuring & confirming the flow of shipping bill to DGFT website.

2. Volume of Business:

Approximate dimensions and weight of the of equipment are furnished in **Annexure-C**. This volume is tentative and is furnished for guidance purpose only. However actual volume will be determined at the time of shipment.

3. Validity of Offer:

The offer shall be kept valid for shipment till **120 days from the date of opening of tender**. The successful bidder shall keep the offered price valid till completion of entire scope of work as per contract or work order.

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

4. Shipment:

BEML is planning to ship cargo in two shipments to **Russia during April 2023 to September 2023**.

5. Place of Discharge: Russia

6. 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.

7. 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.

8. 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.

9. 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.

10. Termination:

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

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

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

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

11. Performance Guarantee/ Security Deposit:

a. Successful bidder shall submit Performance Guarantee/Security deposit for an amount, equivalent of 10% of contract value within 15 days from the date of receipt of contract/ Letter of Intent from BEML.

b. Successful bidder shall deposit the difference between Earnest Money deposit (EMD) and Security deposit through Demand Draft / Banker's cheque / NEFT / RTGS drawn on any of the commercial bank made in favour of BEML Limited.

(OR)

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

c. In case of extension of the Contract, the validity period for Performance security deposit will also be extended accordingly.

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

e. Performance Guarantee/Security deposit shall not entail any interest payment on refund.

- f. Security deposit will be forfeited by BEML in the event of any default, failure, negligence on the part of the supplier for the performance of the Contract or any loss that may be incurred by BEML as a result of breach of any of the Terms and Conditions of the Contract.
- g. The decision of BEML in respect of such damages, losses, charges, cost or expenses shall be final and binding on the Successful Bidder.

12. 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".

13. PAYMENT TERMS:

Payments shall be as under;

- a) Payments will be made for the actual quantity of the shipment made.
- b) 75% of Clearing and forwarding (C&F) charges is payable within 20 (twenty) working days after submission of shipping documents Viz; Original Bill of Lading along with soft copy of shipping bill, invoice and other documents.
- c) Balance 25% of C&F charges shall be payable upon submitting and acceptance of exporter copy landing/ tracking certificate, refund of Duty Drawback amount from Customs to BEML account and confirming the flow of shipping bill(s) to DGFT website.
- d) GST invoice bills should be produced by successful bidder for claiming of payment.
- e) GST exemption available for C&F agents / CHA as per 'notification of Govt. of India' should be considered while raising Invoices.
- f) Successful bidder should furnish the GST remittance details to BEML.

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. ARBITRATION:

Disputes if any, arising between the company and the supplier in connection with this Contract or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a sole arbitrator to be appointed by BEML. The arbitration/proceedings shall be in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of arbitration shall be at Bangalore or any other place mutually decided by and between the company and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.

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) BEML reserves the right to accept the offers or reject all offers
- b) In case of increase in quantity of equipment, BEML reserves the right to negotiate the prices on case to case basis.
- c) Quotations by post / courier / FAX are not acceptable.
- d) The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.
- e) Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.
- f) Please note that activation of the Digital Signature requires at least two days' time. Thus, ensure to have digital signature activated well in time.
- g) **In case of any queries on Digital Signature or submission of bid in SRM system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in.**
- h) While quoting its rates, the bidder is advised to 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.
- i) Bill of Lading to be released upon confirmation and approval by BEML.
- j) Bill of lading to be released within 48 hours from the date of sailing.
- k) Bill of Lading to be issued / signed by liners or it's agent,
- l) BEML shall not be responsible for any berthing delays at load port.
- m) BEML reserves the right to accept the offers or reject all offers or split the scope of work between successful bidders without assigning any reasons.
- n) Coordination and required permissions from port authorities with the Port Authorities for C&F shall be arranged by the Successful bidder without involving BEML.

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 Service Provider 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.

SL. NO	PARTICULARS	BIDDERS'S REMARKS
1.	Name of the company registered in India	Upload Copy of Registration Certificate
2.	Complete address of office along with telephone no./E Mail ID.	Pls. fill the details
3.	Type of company a) Public Ltd., Co.? b) Pvt. Ltd., Co.? c) Partnership concern. d) Others please specify.	Pls. fill the details
4	Documents to accompany with Tenders:	
4 (i)	a) Bidder should possess a Customs House Agent (CHA) license. Enclose a copy of CHA License. or b) If CHA License not available, bidder should furnish letter from his associate, whose license details of CHA will be engaged for CHA activities and associate license copy	Upload copy of valid CHA license. or Upload Letter from associate and copy of valid CHA license.
4 (ii)	PAN Card issued by the Income Tax Department.	Upload copy of PAN card
4 (iii)	GST registration details	Upload copy of GST registration certificate.
4 (vi)	The Bidder must be in the business of providing similar services to various Govt / PSUs or any other organizations.	Upload Work Order/ Contract/Experience certificate issued by customer(s) during past 3 years.
4 (vii)	The bidder should have average annual turnover of Rs 2.5 lakhs during last three (3) financial years. (FY2019-20 to FY2021-22).	Upload audited Profit & Loss statements of last three (3) financial years.

	For FY2021-22 Unaudited / Provisional financial figures may be indicated, if audited figures are not available.	(FY2019-20 to FY2021-22).
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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: (Signature of the Bidder/Authorized signatory)
Date: 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

Sl.No.	Particulars	SRM Item Data Sl. No.	Qty in Nos	Unit of Measurement (UoM)	Price in INR
1	C&F / Port Activities at CFS, Chennai				Please quote the rates against the respective items in 'Item Data' in the SRM system
	NON-RECEIPTED CHARGES				
A	Unloading of equipment along with attachment, tool box from trailer by crane/ ramp and loading on to one 40 feet flat rack container	1	2	Per Equipment	
B	Stuffing, Lashing and dunnage of equipment and tool boxes after loading on 40 feet flat rack container including 6 side plates welding on container for balancing tyres. Lashing and dunnage material has to be arranged by successful bidder.	2	2	Per Container	
C	Bill of Lading charges	3	2	Per Shipment	
D	Customs clearance, documentation and filing shipping bill charges	4	2	Per Shipment	
E	Service charges	5	2	Per Shipment	
F	Survey Charges	6	2	Per Container	
G	Tarpaulin Charges for 40 feet flat rack container	7	2	Per Container	
H	Assembly of Tyres & Cabin of Motor Grader (per equipment) including crane, forklift, compressor, slings, labour etc, if required	8	2	Per Equipment	
I	Inland haulage charges from CFS to Chennai /Ennore/Kattupalli port. (Charges should include pick up of empty 40 feet flat rack containers and transportation of loaded 40 feet flat rack containers to Chennai / Ennore / Kattupalli port including any halting charges at port)	9	2	Per Container	
J	Fumigation of wooden boxes (tool/ box) (if required).	10	2	Per tool box	
K	Additional Forklift rates, if required	11	2	Per shift	
L	Any other charges (please	12	1	Lumpsum	

	specify)				
RECEIPTED CHARGES for 40 feet flat rack container					
M	CFS charges & Terminal Handling charges	At actuals against submission of original receipt			

Note:

- a. Above mentioned Quantity (Qty in Nos) are tentative and for arriving L1 party only. However, the payment shall be made at actuals for the services availed.
- b. GST charges applicable in India will be paid by BEML at actuals.
- c. Receipted Charges shall be paid at actuals against submission of original receipt.
- d. Bidder has to quote for all the line items. If bidder is not quoted for any items it will be considered NIL for evaluation
- e. No Weightage /preference will be given for any specific /particular activity.
- f. After technical evaluation, price bid will be opened for technically qualified bidders.
- g. L1 will be determined based on price quoted for **SI. No. A to L** as mentioned above. Extended value will be considered for arriving L1.
- h. The bidder whose offer is Lowest will be considered as L1.

TENTATIVE DIMENSIONS AND WEIGHT (PER UNIT) OF CARGO								
Sl. No.	EQUIPMENT MODEL	EQUIPMENT/ ATTACHEMENT DESCRIPTION	STATIC/ SELF DRIVEN	QTY IN NOS	LENGTH IN MTR	WIDTH IN MTR	HEIGHT IN MTR	GROSS WEIGHT IN KGS
1	BG825	MOTOR GRADER WITHOUT RIPPER	SELF DRIVEN	1	10.20	3.07	4.00	28000
2	BG825	MOTOR GRADER WITH RIPPER	SELF DRIVEN	1	11.55	3.07	4.00	31000
3	RIPPER	MULTISHANK RIPPER	STATIC CARGO	1	2.00	3.20	1.40	3000
4	TOOL BOX	TOOL BOX	STATIC CARGO	2	1.10	0.50	0.50	100

Note : The above mentioned Quantity, dimensions and weights are tentative and for reference purpose only.

Declaration by the bidder

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

Signature of Bidder with Seal

UNDERTAKING

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

UNDER TAKING LETTER

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

To,

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

Sub:- Undertaking with respect to Bid Invitation No. 6300038369

Dear Sir,

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

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

I / We agree to remit 10% of annual contract value Performance Bank Guarantee from an any Scheduled Commercial Bank in India authorized by Reserve Bank of India only within 15 days after award of the contract/from the date of Letter of Intent by BEML.

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

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

Place:

Date:

(Signature of the Bidder)
Full name with seal

FORMAT OF BID GUARANTEE FORM

Note:

1. This guarantee shall be furnished by Scheduled Commercial Banks authorised by RBI to issue a Bank Guarantee.
2. This bank guarantee shall be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 80/-)
3. The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.
4. In the case of foreign bidder the B.G. may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Scheduled Commercial Bank in India authorized by Reserve Bank of India.

DATE:
BID GUARANTEE NO:

Ref:

To, BEML LIMITED
(Address of concerned Division/ Corporate Office)

Dear Sirs,

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

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

Wish to participate in the said tender for

.....
.....
.....As an Irrevocable Bank
Guarantee against Bid Guarantee for an amount of Rs..... (In
words and figures) valid for days from is required to
be submitted by the Bidder as a condition precedent for participation in the said bid, which amount is
liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal or

revision of toe offer by the Bidder as a condition within the validity period. (2) Non-acceptance of the 'Letter of Intent / Purchase Order' by the bidder when issued within the validity period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.

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

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

The guarantee shall be irrevocable and shall remain valid up to (This date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s.....on whose behalf this guarantee is issued.

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

witness (Signature)

WITNESS (Signature)

Name in (Block letters)

Designation

(Staff No.)

(Bank's common Seal)

Official address:

Attorney as per power of Attorney No....

Date:

PERFORMANCE BANK GUARANTEE

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

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

M/s(Name of the Shipping company) having their office atand its Registered office at(hereinafter called the contractor) has entered into an agreement No:..... (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned shipment of 2 units of BEML equipment on the terms and conditions in the said agreement.

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

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

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

taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

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

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

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

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

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

Date :

Place :