



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

EXPRESSION OF INTEREST

EOI Ref : BEML/EOI/EMPANELMENT/C&F/2024

Date:- 26.02.2024

Sub : Notice for inviting Expression of Interest (EOI) for empanelment of C&F agencies for shipment of export goods for a period of 2 years, for Clearance / Freight and Clearance activities for shipment of goods from various Indian sea/ land/ air ports/ Inland Container Depot (ICD)/ Central Warehousing Corporation (CWC) to various countries across the globe.

BEML LIMITED invites EOIs through e-mode for empanelment of C&F agencies for a period of 2 years, for Clearance / Freight and Clearance activities like shipment of equipment, spare parts from various Indian sea/land ports/ air ports, ICD/ CWC to various countries across the globe for activities like **customs clearance at CFS/Indian air/sea/land port and ICD/CWC, sea/land/air transportation from any Indian port to various countries through all types Container/ RO-RO/ Break-bulk vessels, Air, Land transportation and Inland transportation** including Import clearance in respective countries (as the case may be).

The detail terms and conditions are enclosed.

Eoi Closing date : **21.03.2024 , Time : 17 : 00 Hrs**

Eoi Response to e-mail : bemleoi@bemltd.in

Contact for clarifications : **Lokesh Kumar (Manager – IBD)**

Mobile : 8904517174

E-mail for clarifications : lokesh.kumar@bemltd.in

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

Please mention Eoi reference (BEML/EOI/EMPANELMENT/C&F/2024) in e mail subject

**Asst. General Manager
International Business Division**

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1. DISCLAIMER

The information contained in this EOI 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 (EOI) and such other terms and conditions subject to which such information is provided.

This EOI 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 responses. The purpose of this EOI Document is to provide interested Bidder(s) with information that may be useful to them in the formulation of their responses. This EOI 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 EOI 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 EOI Document. The assumptions, assessments, statements and information contained in this EOI 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 EOI Document and obtain independent advice from appropriate sources.

Information provided in this EOI 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 EOI Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI Document and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI 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 EOI 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 EOI Document.

The issue of this EOI 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 responses without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its responses 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 response. 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 response, regardless of the conduct or outcome of the EOI Process.

2. 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 has exported 1300+ units of Mining & Construction equipment and spare parts worth about US\$ 300 million to 70+ countries of various continents.

BEML operates in following three business verticals;

1. **Mining & Construction:** Manufacturing of Bull Dozers, Wheeled Dozers, Back Hoe Loaders, Motor Graders, Pipe Layers, Dumpers, Water Sprinklers, Excavators, Tyre Handlers and other various equipment including spare parts.
2. **Defence & Aerospace:** Manufacturing wide range of HMV (High Mobility Vehicles) in range of 4X4, 6X6, 8X8 for troop & tank transportation (same vehicle is being used for various radars, missile system & launchers also), Engineering Bridges (Floating & Rigid), Mine Clearing Equipment, Mine Ploughs, Armored Vehicles (Troop Carrier & Recovery), Heavy Recovery Vehicle, Aircraft Towing Tractor and other various equipment including spare parts.
3. **Rail & Metro:** Manufacturing Rail Coaches, EMU, DMU, Wagons, Military Coaches, Metro Coaches (including driver less metro), OHE Inspection Car and other various equipment including spare parts.

3. INVITATION FOR EXPRESSION OF INTEREST (EOI):

BEML is exporting various equipment and spare parts to different countries and intends for empanelment of C&F agencies for a period of 2 years, for Clearance / Freight and Clearance activities like shipment of equipment & spare parts from different Indian air/sea/land ports, ICD/ CWC to various countries across the globe, for the activities like customs clearance at CFS/Indian air/sea/land port and ICD/CWC, sea/land/air transportation from any Indian Port to various countries through all types Container/ RO-RO/ Break-bulk vessels, Air, Land transportation and Inland transportation including Import clearance in respective countries (as the case may be).

The interested bidders may submit their responses to EXPRESSION OF INTEREST, in the prescribed format. For details, please log on to our website <https://www.bemlindia.in/viewtender.aspx> and EOI reference: **BEML/EOI/EMPANELMENT/C&F/2024**

Once C&F agencies are empaneled, BEML will contact the empaneled C&F agencies to avail the aforesaid services or part of services, by calling separate tender through SRM portal / email / Gem portal on case to case basis, as and when required.

4. 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.

5. INSTRUCTIONS TO BIDDERS:

Bidders are required to be submitted the following document/ details along with supporting documents through e-mail to bemleoi@bemltd.in ;

- a. Duly filled, signed and stamped **Technical Response (Annexure-A)** along with all the supporting documents to be mailed to bemleoi@bemltd.in .
- b. Duly filled, signed and stamped **EOI Document** as an acceptance to all the terms and conditions to be mailed to bemleoi@bemltd.in
- c. Duly filled **Annexure-B Annexure-C & Annexure-D** to be sent to bemleoi@bemltd.in
- d. An authorization (e.g. resolution of bidder company's board of director / power of attorney etc.) for the person submitting/ signing the Eoi documents and to be mailed to bemleoi@bemltd.in

Responses against EOI shall not be considered for evaluation for the following deviations;

- i. 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 and if the same is not declared.
- ii. Bidder(s) who are presently put on hold, suspended, de-listed, banned or blacklisted by BEML/ any other PSUs.
- iii. Bidder(s) who are presently put on banned or blacklisted by MoD.

6. GENERAL CONDITIONS:

1. EOI Bids will be closed at 1700 Hrs on 21.03.2024
2. BEML reserves its right to ask any clarifications or documents during evaluation stage.
3. Kindly note that bidders having sister concerns are requested to submit response to EOI from any one firm only. If response(s) are received from both parent and sister companies against the EOI, BEML reserves the right to reject both responses received from the parent and sister companies.
4. The bidder is advised to go through all the terms and conditions of EOI carefully before submitting.
5. 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 Eoi.
6. All entries in the response & related 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.
7. Bidders are requested to indicate their contact person details with valid E-mail ID, Telephone number/Mobile Number and correspondence address clearly in their responses. Any

communication / correspondence from BEML will be communicated through E-mails/contact number/correspondence address which is provided by the bidder in their response.

8. Non-compliance with any of the EOI conditions set forth thereon and incomplete, conditional and ambiguous responses are liable for rejection.
9. The bidder shall fill in all the required particulars in the blank space provided for the purpose in the EOI document and shall also affix stamp and sign on each and every page of EOI document before submitting the response through email, as a token of acceptance of the EOI terms & conditions. Any corrections/ revisions will not be allowed after closing date and time of EOI.
10. BEML reserves its right to reject a response due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
11. The due date for submission of responses may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original EOI only at BEML Limited's website**. Validity of responses submitted shall be deemed to be extended accordingly.
12. BEML may decide to scrap the EOI / re-float the EOI without assigning any reasons thereof before finalization of empanelment. BEML reserves the right to accept, cancel or reject any response or reject all responses at any time prior to the empanelment without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action.
13. Bidders participating in the EOI should declare in their response 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 response 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 response of such bidders at any point of time and also under any stage of the finalization of the empanelment irrespective of the status of the subject bidder in the EOI. In case, if bidder(s) is empanelled by BEML, but at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML reserves the right to cancel the empanelment without assigning any reasons thereof. Suitable action against such bidders will be initiated for blacklisting/ keeping on hold for specific period and will be communicated suitably. Also, they will not be considered for any ongoing tenders/ EOI even if participated till the hold is officially lifted and confirmed in writing.
14. 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, responses of such bidders would be outrightly rejected.
15. BEML reserves the rights to:
 - a) Accept or reject any or all responses.
 - b) Waive any anomalies in proposals through an addendum.
 - c) Modify or cancel the EOI.
16. The Expression of Interest (EOI) is not an award of empanelment/ contract.
17. Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.
18. BEML is not obligated to contract for any of the services described in the EOI.
19. BEML reserves the right to float the specific tender to empanelled bidders on case to case basis OR to float open tender.

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20. BEML Ltd's decision is final for evaluation of the responses.
21. Bidders should regularly visit BEML's website to keep themselves updated.
22. No separate advertisement shall be published in the Newspaper in this regard & no bidder will be individually/separately informed of the same.
23. Before the dead-line for submission of responses/Bids, BEML may modify the EOI documents.
24. All Corrigenda, Addenda, Amendments etc if any thus issued shall be part of the EOI documents. Prospective Bidder(s) shall sign with seal the same and submit as a part of their response(s).
25. Canvassing by bidders in any form including unsolicited letters on responses submitted or corrections after Eoi closing date shall render their response liable for summarily rejection.

7. SCHEDULE OF EVENTS:

SI No	Particulars	Date	Time
1	Floating of EOI in BEML website	26.02.2024	
2	Last date for submission of responses	21.03.2024	17.00 Hrs

8. CHECK LIST:

Before submitting the response, the bidder is requested to ensure that the following are fulfilled:

Technical Response/ Bid to be submitted
a. All the pages of EOI document and subsequent Corrigenda/ Addenda/ Amendments/ Clarifications etc. if issued, duly signed and stamped.
b. Technical Response/Bid (as per Annexure-A) duly filled, signed and stamped in prescribed format alongwith necessary supporting documents (self attested).
c. Declaration/ undertaking as per Annexure-B, Annexure-C & Annexure-D duly filled, signed and stamped in prescribed format.
d. The bidder shall also submit evidence of authorization (e.g. resolution of bidder company's board of director / power of attorney etc.) for the person submitting/ signing the Eoi documents.

9. SCOPE OF WORK:

1. Broad scope of work for **20 feet/ 40 feet – Flat Rack/ High Cube/Open Top/ Closed Container shipment** includes the following:

- a. C&F activities at the CFS of any port of loading in India.
- b. Assembly of equipment, if required.
- c. Placement of suitable containers at CFS, if required. Stuffing, lashing and custom clearance at CFS. Movement of loaded container(s) from CFS to port of loading for onward shipment to discharge port of designated country by sea.
- d. Arranging suitable vessel and ocean freight for the entire fleet of equipment/ spare parts from loading port to discharge port, if required.
- e. Arranging for C&F activities at destination port, if required.

- f. Loading the cargo onto the suitable trailers and arranging Inland transport from discharge port to final delivery place at designated country, if required.
- g. Unloading and handing over the goods to at final delivery place, if required.

Note: Above mentioned Scope of work is indicative, however actual scope of work will be indicated in tender on case to case basis.

2. Broad scope of work for RO-RO/ Break-Bulk shipment includes the following:

- a. C&F activities at the port of loading in India.
- b. Assembly of BEML equipment at loading port, if required.
- c. Loading of static cargo/ spare part/ tool boxes on the MAFI's, if required. Lashing and dunnage material has to be arranged by the successful bidder and MAFI's to be loaded inside the vessel.
- d. Arranging suitable vessel and ocean freight for the fleet of equipment/ goods from loading port to destination port, if required.
- e. Unloading cargo at discharge port arranging for port clearances, if required.
- f. Loading the cargo onto the suitable trailers and arranging Inland transport from discharge port to final delivery place at designated country, if required.
- g. Unloading and handing over the goods to at final delivery place, if required.

Note: Above mentioned Scope of work is indicative, however actual scope of work will be indicated in tender on case to case basis.

3. Broad scope of work for shipment of goods through land port of India & neighbouring countries border includes the following:

- a. Transportation of goods (equipment/ spare parts/ tool boxes) in fully/ partially assembled condition from BEML, Mysore/ KGF/Bangalore, Karnataka/ BEML, Palakkad, Kerala to land-border/ port in standard/ semi-low bed/ low bed trailer(s), if required.
- b. Receiving the cargo at land port of India.
- c. C&F activities at land port of India.
- d. C&F activities neighbouring country boarder, if required.
- e. To provide storage facility with safety and security of Cargo at boarder ports, if required.
- f. Transporting cargo from neighbouring country border port to delivery place in standard/ semi-low bed/ low bed trailer(s), if required.
- g. Unloading and handing over the goods to at final delivery place, if required.

Note: Above mentioned Scope of work is indicative, however actual scope of work will be indicated in tender on case to case basis.

4. Broad scope of work for LCL/FCL in Closed Container shipment from any ICD/CWC at India includes the following:

- a. C & F activities at any ICD/ CWC in India, if required.
- b. Placement of suitable containers at any ICD/ CWC in India, if required.
- c. Arranging ocean freight from designated Indian sea port to Destination country port, if required.
- d. Arranging for C&F activities at destination port, if required.
- e. Loading the cargo onto the suitable trailers and arranging Inland transport from discharge port to final delivery place at designated country, if required.
- f. Unloading and handing over the goods at final delivery place, if required.

Note: Above mentioned Scope of work is indicative, however actual scope of work will be indicated in tender on case to case basis.

5. Broad scope of work for Air Shipment from any Indian Air Port includes the following:

- a. C & F activities at any Airport in India, if required.
- b. Arrangement Air freight from designated Indian airport to Destination country airport, if required.
- c. Arranging for C&F activities at destination airport, if required.
- d. Transporting cargo from destination airport to delivery place, if required.
- e. Unloading and handing over the goods at final delivery place, if required.

Note: Above mentioned Scope of work is indicative, however actual scope of work will be indicated in tender on case to case basis.

10. SPECIAL TERMS AND CONDITIONS:

1. EMPANELMENT PERIOD:

The Empanelment is valid for a period of 2 years from the date of issuance of Empanelment letter.

2. CARGO AND SHIPMENT DETAILS:

Cargo dimensions & weight and shipment details shall be shared on case to case basis in specific tender, which will be floated to empanelled bidders.

3. Ernest Money Deposit (EMD) & Performance Bank Guarantee (PBG):

EMD & PBG amount will be decided on case to case basis for specific tender, which will be floated to empanelled bidders.

4. RIGHT OF BEML:

BEML reserves right for the following:

- a) To accept or reject all or any of the response, without assigning any reason.
- b) In case BEML is not satisfied with the quality of work of the empanelled bidder(s), BEML reserves the right to terminate the empanelment.

5. CONFIDENTIALITY:

Empanelled 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 empanelment will automatically stand cancelled.

6. INDEPENDENT AGENCY:

The Empanelled 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 Empanelled 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 Empanelled Bidder under the Workmen's Compensation Act or any other enactment. The Empanelled Bidder shall always keep BEML fully indemnified against all such claims and proceedings, if any, of their employees or their agents against the BEML.

7. ASSIGNMENT OR SUB-LETTING OF CONTRACT:

Empanelled 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 terminate the empanelment

Part –I - TECHNICAL BID**(To be filled by Bidder)**

The bidder shall furnish all the required particulars in the bidder's remarks column provided in the Annexure-A and submit the scanned copy along with supporting documents, duly signed and stamped to bemleoi@bemltd.in .

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

All entries in the EOI 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 submitted in PDF format.

SL. NO.	MANDATORY PARAMETER (#)	PARTICULARS	BIDDERS'S REMARKS
1.	#	Name of the company registered in India	Details to be mentioned and Upload Copy of Registration/ Incorporation Certificate
2.	#	a. Complete address of office - b. Contact person details: Name with Designation - Mobile No. – telephone no. – E Mail ID. -	Details to be mentioned
3.	#	Type of company i.e. Public Ltd., Co. / Pvt. Ltd., Co. / Partnership concern / Others please specify.	Details to be mentioned
4		Documents to accompany with EOI response:	
4.i	#	PAN Card issued by the Income Tax Department.	Upload copy of PAN card
4.ii	#	GST registration details	Upload copy of GST registration certificate.
4.iii	#	a) Bidder should possess a Customs House Agent (CHA) license. Enclose a copy of CHA License. or b) If CHA License not available, bidder should furnish letter from his associate, whose license details of CHA will be engaged for CHA activities.	Upload copy of valid CHA license. or Upload Letter from associate and copy of valid CHA license.
4.iv	#	The Bidder must be in the business of providing similar services for minimum 3 years.	Upload Work Order/ Contract/Experience certificate issued by

		(Similar Services – C&F activity, Ocean/Land/Air Freight)	customer(s) during past 3 years (Minimum one per previous year to be uploaded)
4.v	#	The bidder should have average annual turnover of Rs 2.00 Crores during previous three (3) financial years. (FY2020-21 to FY2022-23).	Upload audited Annual turnover with Profit & Loss statements during previous (3) financial years. (Only relevant pages of audited Annual turnover with Profit & Loss statement to be uploaded without Notes and enclosures)
4.vi		Registration with DIRECTORATE GENERAL OF SHIPPING as a Multimodal Transport Operator (MTO)	Upload copy of valid Multimodal Transport Operator Certificate of Registration
4.vii		Registration with International Air Transport Association (IATA)	Upload copy of valid certificate of Registration

Note:

1. If it comes to the knowledge of BEML, at any point of time, during the EOI 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.
2. Bidders has to submit all the mandatory documents/ certificates as mentioned above, non-submission of the same is liable for rejection.
3. All the supporting documents/ certificates should be signed & stamped (self-attested).
4. If validity of any certificate/ documents mentioned above is getting expire during the period of empanelment, it is the responsibility of empanelled bidder to renew and submit the same to BEML before expiry.
5. Those bidder(s) who submit MTO certificate and also empanelled by BEML, such bidder(s) will only be considered for the multi-mode transport tenders.
6. Those bidder(s) who submit IATA certificate and also empanelled by BEML, such bidder(s) will only be considered for the air shipment tenders.

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

Place: (Signature of the Bidder/Authorized signatory)

Date:

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/ response submission.

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

UNDER TAKING LETTER

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

To,

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

Sub:- Undertaking with respect to EOI ref No. BEML/EOI/EMPANELMENT/C&F/2024

Dear Sir,

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

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

I / we hereby confirm that we have gone through and understood the complete EOI terms and conditions including all its Annexures, Exhibits etc along with its Corrigenda, addenda, Amendments, Clarifications etc if any to EOI 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 EOI document (from page no.1 to XX and all Corrigenda, addenda, Amendments, Clarifications etc if any to EOI and same is submitted alongwith EOI response.

“In case if it is found that I / We have not uploaded duly signed all pages of EOI 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 EOI, if the bidder has uploaded duly signed this undertaking”

Place:

Date:

Signature of the Bidder) Full name with seal