

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

BID DOCUMENT

Bid Invitation No. 6300038464

Date: 07/07/2023

Tender Closing Date & Time: 25/07/2023 at 16.00 Hrs.

Tender to engage a Sea Freight service provider for shipping of consignment from various countries to Chennai seaport and inland container depot (ICD) Bengaluru on firm and fixed rates and empanelment of technically qualified service provider/s for a period of one year.

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence, with Miniratna status and having its Registered Office at “BEML Soudha” No.23/1, 4thMain, Sampangirama Nagar, Bangalore – 560027.

BEML Limited (formerly Bharat Earth Movers Limited) was established in May 1964 as a Public Sector Undertaking for manufacture of Rail Coaches & Spare Parts and Mining Equipment at its Bangalore Complex. The Company has partially disinvested and presently Government of India owns 54 percent of total equity and rest 46 percent is held by Public, Financial Institutions, Foreign Institutional Investors, Banks and Employees. BEML Limited, a ‘Schedule-A’ Company, plays a pivotal role and serves India’s core sectors like Defence, Rail, Power, Mining and Infrastructure. The Company started with a modest turnover of Rs. 5 Cr during 1965 and today, thanks to its diverse business portfolio, the company has been able to achieve a turnover of more than Rs.3,500 Cr.

The Company operates under three major Business verticals viz., Mining & Construction, Defence and Rail & Metro. The three verticals are serviced by nine manufacturing units located at Bangalore, Kolar Gold Fields (KGF), Mysore, Palakkad. Each Business vertical is headed by a Director who reports to the Chairman & Managing Director of the company. The products manufactured under the three Business Verticals are: -

Defence and Aerospace: Tatra based High Mobility Trucks, Recovery Vehicles, Bridge Systems Vehicles for Missile Projects, Tank Transportation Trailers, Mine Ploughs, Crash Fire Tenders, Snow Cutters, Aircraft Towing tractors, Aircraft Weapon Loading Trolley

MINING & CONSTRUCTION: Bull Dozers, Excavators, Loaders, Pipe Layers, Wheeled Dozers, Tyre Handlers, Shovels, Dumpers, Water Sprinklers, Motor Graders, Under Mining Equipment

RAIL & METRO: Integral Rail Coaches, Metro Cars, AC EMUs, OHE Cars, Steel and Aluminum Wagons, Track Laying Equipment, Utility Vehicles, Treasury Vans, Spoil Disposal Units, Broad gauge Rail bus

All Corrigenda, Addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.in / SRM portal. Bidders should regularly visit BEML’s websites and SRM portal to keep themselves updated.

Note: - The tender consists of 40 no. of pages of RFQ including this page.

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1. DISCLAIMER

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

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

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

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

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

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

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

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

2. DEFINITIONS & INTERPRETATIONS:

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

3. GENERAL INSTRUCTIONS TO BIDDERS

This bid is designated as the tender from BEML, inviting open bids for entering into a contract / agreement from Indian based Sea freight service provider for shipping of consignment/s from various countries to Chennai seaport and inland container depot (ICD) Bengaluru on firm and fixed rates and empanelment of technically qualified service provider/s for a period of one year.

(Note: BEML will contact the empaneled service providers to avail the services which are not covered under this contract through separate tender through SRM portal / email / Gem portal)

- 3.1 The bidders are advised to carefully go through the following paragraphs and terms & conditions of tender before submitting the bid.
- 3.2 This tender enquiry is not transferable under any circumstances.
- 3.3 All entries in the tender document shall be in English either typed or written legibly in any one ink other than Green and Red. Erasing, over-writings and use of correction fluids are not permitted. All cancellations and insertions should be duly signed / attested by bidder concerned.
- 3.4 All the documents shall be uploaded in PDF Format in SRM platform.
- 3.5 Late and/or incomplete tender shall not be considered.
- 3.6 Canvassing and request for in any manner, including unsolicited letters after submission of tenders, or post tenders' corrections shall render offers of such parties indulging in such activities are liable for rejection.
- 3.7 Bidder shall ensure that all the information & documents submitted by them are true & correct.
- 3.8 Submission of false information by the bidders shall render the tender liable for rejection during any stage of evaluation and before awarding of contract. In case, it comes to the knowledge of BEML that the bidder has submitted false information, subsequent to the award of contract, the contract shall be cancelled/short closed by the company and shall invoke Risk purchase clause with liabilities on such bidder. The PBG shall also be encashed on a result of consequence of breach of contract at the discretion of BEML.
- 3.9 Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
- 3.10 The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
- 3.11 Please note that as per the directives from Ministry of Defence, Class 3 Organization Digital Signature (Signing & encryption) is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.
- 3.12 In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269 or e-mail to admin.srm@beml.co.in (Contact person: Mr. Krishna Mohan)
- 3.13 An interested bidder who doesn't have valid user name and password for participating in the tender can contact BEML Limited through e-mail: admin.srm@beml.co.in to obtain the username and password for submitting the bids.
- 3.14 Technical bids of only those bidders shall be considered for evaluation who is meeting the pre - qualification criteria.
- 3.15 All Corrigenda, Addenda, Amendments, Clarifications etc. if any to the tender will be hosted on BEML website <https://www.bemlindia.in> only. Bidders should regularly visit BEML's websites to keep themselves updated. No separate advertisement shall be published in the News-paper in this regard.
- 3.16 Fax/email quotations are not acceptable.
- 3.17 BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder.
- 3.18 Please ensure that no price details are mentioned in the prequalification and Technical Bid (attachments to the c-Folder).
- 3.19 Please submit only the relevant documents which is required, please don't submit the documents which is not asked.
- 3.20 A separate sheet may be attached if the space provided is insufficient or additional information is to be given
- 3.21 BEML reserves the right to verify the authenticity of the documents from the Originator
- 3.22 MSME supplier has to attach the required document proofs if they are seeking to register under MSME Act
- 3.23 PO copies/Experience certificates/Test Certificates or any other required documents may be sent for verification to the concerned issuing authority.
- 3.24 Registration will be liable to be cancelled if any document is found to be fake/false/forged on verification
- 3.25 Submission of fake/false/forged documents will invite action by BEML as per extant Guidelines for Suspension of Business Dealings.
- 3.26 This tender is in three bid system consisting:
 - a. Pre-Qualification bid - to be submitted manually
 - b. Technical Bid - Through BEML SRM portal (e mode)
 - c. Commercial Bid - Through BEML SRM portal (e mode)

3.27 **As a part of pre-qualification process**, Service provider needs to furnish the following by Post / courier or by Hand before the closing date and time of the tender.

1. EMD (if applicable) Please refer para 5.1 for more details.
2. Integrity Pact - Annexure C and C1 (Duly signed and stamped)
3. Compliance certificate. (Duly signed and stamped)

The service providers should submit Earnest Money Deposit or valid certificates for EMD exemption, duly signed Integrity Pact and compliance certificate as pre-qualification documents in a single sealed envelope.

The sealed envelope containing pre-qualification documents shall be duly super scribed at the top of the envelope with “Pre-Qualification Bid to Tender Ref: 6300038464 due on or before 25.07.2023 (Tender closing date) by 16:00 Hrs for “Sea Freight Contract 2023”.

The name and address of the tenderer shall be written on the left-hand bottom corner of the envelope. The bidder should submit Pre-qualification Bid through manual mode to the following address before tender closing date & time.

The Dy. General Manager, Corporate materials (Import)

BEML LTD

BEML Soudha

23/1, 4th Main, S.R Nagar

Bengaluru – 560027 Karnataka, India

- 3.27.1 Alternatively, it can also be dropped in the Tender box which is kept in Room No. 01 Ground floor, BEML Soudha, SR Nagar, Bangalore.
- 3.27.2 The service providers who have not submitted EMD (if applicable) or relevant documents, duly signed Integrity Pact and compliance certificate on or before the closing date and time of the tender will be rejected straight away.
- 3.27.3 The Pre-Qualification Bid shall be opened at 16:00 hrs. at corporate office on the tender due date.
- 3.27.4 Technical bids of only those tenderers who are meeting the pre-qualification criteria shall be considered for further evaluation.

3.28 Submission of technical bid:

- 3.28.1 Technical bids should be submitted through online in BEML SRM e-Procurement portal only
 - 3.28.2 The service provider shall fill in all the required particulars in the blank space provided for the purpose in the tender documents.
 - 3.28.3 No corrections / revisions will be entertained after closing date and time of tender.
 - 3.28.4 The following documents shall be uploaded in the C-folder technical attachments in BEML SRM portal as technical bid and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.
 - 3.28.4.1 Filled in Annexure A.
 - 3.28.4.2 All the documents along with respective supporting documents which is specified / sought in the Annexure A.
 - 3.28.4.3 Any other relevant documents as applicable
- Note: All technical documents only to be upload in SRM portal - Rfx information C-folder technical attachments.

3.29 Submission of commercial bid:

- 3.29.1 The price bids of service providers who after technical evaluation are found technically qualified by technical committee constituted by BEML for the purpose will be opened.
- 3.29.2 All the price bid details are to be submitted through E-mode in SRM portal only. Summation of price for each country wise / Lot details should be entered in the ‘Price Conditions’ column in SRM portal against the respective service. and price break up as per Annexure B to filled and uploaded in SRM in “Notes and price attachments” of price conditions only. Any break up details/additional data, if firm wants to submit, the same may be uploaded in “Notes and price attachments.”.
- 3.29.3 Date and time of opening of price bids will be conveyed to all the technically qualified service providers in SRM.

3.26 Key points refer: Table A

1	Tender Ref No and date	6300038464 and 07-07-2023
2	Name and contact details of the person for seeking queries in the tender	Derick Vincent Manager – Corporate Materials. Phone: 080 22963179 Email ID: cmimp5@beml.co.in alternate email ID: cmimp@beml.co.in Working hours: 8:30 am to 5:15 pm Working days: Monday to Friday
3	Nature of Work	Shipping of consignment/s from various countries up to Chennai seaport and inland container depot (ICD) Bengaluru for a period of one year.
4	Nature of goods to be transported	Transporting Heavy engineering goods viz. Engines, Axles transmissions, propulsions, cabins plates, tubes etc. through sea from various countries to India
5	Estimated value of the Sea Shipment per year	Approximately annual shipment value Rs 1309 Lakhs (Rupees one thousand three hundred nine lakhs only)
6	Pricing	Rates to be quoted in USD only.
7	EMD (Earnest Money Deposit) * Refer clause no 5.1 for details.	Rs. 27 Lakhs.
8	Performance Bank Guarantee Refer clause no 6.1 for more details.	PBG of 3% of the contract value to be submitted after award of contract by the successful bidder.
9	Average annual financial turn over requirement for qualification	Rs 393 Lakhs (Rupees Three Hundred Ninety-three Lakhs only)
10	Payment terms to be agreed	60 days from the date of bill submission in INR. (For exchange rate calculation: SBI T/T selling rate will be considered from the date of arrival of ship at destination port) (Note for any other payment terms quoted suitable loading factor will be added for arriving at landed cost for arriving of L-1 firm.)
11	Penalty clause	Service provider will be informed by BEML / overseas supplier the readiness of cargo for FOB / ex works movement. The service provider should provide the bill of lading within 21 days from the day of intimation received from BEML / overseas. In the event of failure of service provider to provide the bill of lading within 21 days, BEML will deduct as a penalty equal to 0.5% of the total sea freight charges payable on a consignment for every day of such delay subject to a maximum of 10% total freight payable. (The amount will be deducted from the pending bills payable or encashment of PBG to the extent.)
11	Availability of RFQ document	www.bemlindia.in (Under Tenders section of website) & CPP Portal.
12	Technical assistance for submitting the bid in SRM portal contact:	In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269 or e-mail to admin.srm@beml.co.in (Contact person: Mr. Krishna Mohan)
13	Last date for submission of queries if any for clarification.	17-07-2023 at 17:00 Hrs. IST.
14	Pre-bid meeting	18-07-2023 at 14:00 Hrs. IST. (actual timing will be intimated later) Pre-bid meeting will be organized through Video Conference; interested bidders are advised to send their willingness to email ID cmimp5@beml.co.in for the participation on or before 17-07-2023, 17:00 Hrs. IST to share the video-conference link.
15	Opening of Technical Bid	Bidders qualified in the pre-qualification bid, will be eligible for opening of Technical bid.
16	Public procurement Policy, 2017	Public procurement Policy, 2017 is applicable for this tender.

The following documents to be submitted for pre-qualification bid manually by Post or drop at BEML Soudha tender cell room no 1.

- EMD (if applicable)
- Integrity Pact - Annexure C and C1
- Compliance certificate
- The following documents to be uploaded in technical bid
 - Technical bid - Annexure A.
 - Other required documents as sought in Annexure A. (example: DGS certificate, Experience certificate, Certificate of Incorporation, authorization letter etc.)
- The following documents to be uploaded in Price bid.

4. SCOPE OF WORK

- 4.1 Service providers to ship the consignments from various countries to Chennai Port / ICD Bangalore as required by BEML.
- 4.2 Service providers to coordinate with BEML CHA (nominated by BEML) for custom clearance at Chennai / ICD Bangalore regarding documentation for speedy clearance of consignments.
- 4.3 Service providers to get details of relevant purchase order, Inco terms, invoice and packing list either from supplier / BEML divisions / units / office coordinators. The Service providers or his overseas agent shall be responsible to contact the foreign supplier / shipper on whom the purchase order has been placed by BEML and receive the cargo from them as per incoterms mentioned in the PO.
- 4.4 Service Provider have to ensure that the cargo being handed over by the supplier / shipper is properly packed and marked, worthy of Sea freighting.
- 4.5 List of associates must be provided to enable BEML to incorporate in their purchase order.
- 4.6 Service provider shall provide Bill of Lading to the BEML's overseas supplier within 3 to 4 working days from the date of sailing of the vessel in the country of origin.
- 4.7 Shipping through direct vessels is preferred. Shipping lines to provide complete route details.
- 4.8 The sailing schedule of the vessel (container, FCL & Break bulk) from the ports should be sent regularly to all divisions of BEML. The schedule must contain tentative transit time and frequency of sailing schedule from the ports of host country and to keep respective coordinating BEML office posted with all information regarding the readiness of the cargo for dispatch, expect date of dispatch and other relevant matters
- 4.9 Cargo arrival notice along with freight bill to be furnished to BEML, Chennai in case of Chennai Sea port / BEML Rail coach Division in case of ICD, Bangalore office within 2 – 3 days prior to arrival of vessel for necessary preparation for filing bill of entry.
- 4.10 Service provider should take up with the CCTL/CITPL/KATTUPALLI/for speedy movement of all containers to the respective CFS locations in one lot to enable us to take delivery at CFS.
- 4.11 In particular, the service provider shall keep themselves fully conversant and familiar with the Laws, Rules, Regulations and Procedures framed by Sea Port Authorities, Customs, and Insurance Authorities for carriage of Sea Consignments and keep themselves in touch with the carriers or Seaport authorities on the incoming consignments.
- 4.12 Service provider shall provide other services as may be required by BEML from time to time at a rate mutually agreed to by the Parties.
- 4.13 Vessel should meet all necessary insurance regulations and covered with the insurance clauses and duly certified by any of the recognized agencies, Vessel shall have all the requisite certification for berthing at both the ports without any liability to BEML. No delay on this account will be permitted.
- 4.14 Under no circumstance's vessel detention, container detention and dead freight will be paid by BEML at any port including load port and discharge port, contractor has to ensure proper coordination with our CHA / consignee / agent and plan accordingly.
- 4.15 Take all necessary permission from relevant agencies at all ports for carting of containers without any involvement of BEML.
- 4.16 Insurance of the cargo up to discharge port shall be arranged by BEML. However, the contractor to ensure the safety of consignment.
- 4.17 Lodging of first information to the underwriters and the other parties to protect BEML 's claim as required.
- 4.18 Immediate forwarding of information as required enabling us for lodging the claim with the underwriters. Coordinate with the Insurance company for survey etc.
- 4.19 You will follow all Local laws / acts / rules prevailing in Transit while transporting the cargo without any liability to BEML and indemnify BEML from any mishap / claims while undertaking the work.
- 4.20 The above-mentioned scope of work is not exhaustive and bidder has to perform any other necessary task to enable Import of goods.

5 GENERAL TERMS & CONDITIONS

5.1 EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE:

- i. Every bidder shall deposit an amount of Rs 27 Lakhs (Rs. Twenty-seven lakhs only) which is approximately 2% of annual estimated value as Earnest Money Deposit with BEML safe guarding the BEML interest in all respects through any of the following mode before the tender closing date indicated in the tender document.
 - a. Account Payee Demand Draft / Fixed Deposit / Banker's Cheque or Bank Guarantee from any of the commercial Banks from any of the commercial bank in favor of M/s BEML Limited.
(OR)
 - b. An irrevocable Bank Guarantee from any Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favor of the Purchaser as per format in Annexure-F having a validity period of bid validity + 45 days from the date of opening of tender.
(OR)
 - c. Through NEFT / RTGS in favor of BEML Limited. (Division Bank A/c details and IFSC) Open the following link:
<https://www.onlinesbi.sbi/sbicollect/icollethome.htm>

Click PSU – Public Sector undertaking – Select BEML – BEML corporate office – Payment category – EMD/Tender fee – fill the details as sought thereof.
- d. Insurance Surety Bonds.

ii. Exemption for payment of EMD:

- a. 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 or Certificate issued by Central Purchase Organization or the concerned Ministry or Department for EMD exemption.
- b. Bidder / Contractor who had deposited the permanent EMD at any BEML Divisions is also exempted from payment of EMD, to the extent of PEMD deposited only. In case the EMD amount exceeds PEMD amount the difference has to be paid. Letter issued by BEML Limited any Division in this regard to be submitted as pre-qualification document.
- c. Offers not accompanied by Earnest Money Deposit / EMD exemption letter as given above and for the amount as stipulated therein and for the stipulated period (in case of Bid guarantee) shall be summarily rejected.
- d. The Earnest Money Deposit / Bid Guarantee shall remain deposited with the Purchaser for the period of bid validity + 45 days from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit / Bank Guarantee duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.
- e. No interest will be payable by the Purchaser on the EMD / Bid Guarantee.
- f. The Earnest Money / Bid Guarantee deposited is liable to be forfeited (encashed in case of BG) if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.

iii. 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.

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

5.2 Integrity Pact:

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

- a. Shri Kasividyasagar, IAS (Retd.)
House no 55,
Dream valley gated community,
Manikonda, Hyderabad – 500089.
Ph: +91 9771407778
Email : kasividyasagar@gmail.com
2. Shri Lt. Gen. Abhay Krishna, (Retd.)
4A-902, Gurjinder Vihar,
AWHO Township, Sector CHI-1,
Greater Noida, UP – 201310.
Ph: +91 9871234353
Email : abhayabk@gmail.com

5.3 PRICE & INVOICING:

The quoted rates will be in USD currencies only.

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

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

5.4 Agreement and legal expenses (if applicable)

5.4.1 Successful tenderer is required to execute an agreement in a stamp paper of worth Rs. 200/- as per the format given by M/s. BEML Limited to carry out the work coming under the scope of work and as per terms and conditions within 15 days from the date of issue of acceptance letter with embodying the terms and conditions of this tender and other suitable condition as may be laid down by BEML.

5.4.2 The agreement shall be valid for one year from the date of awarding contract and with provision for extension for spill over period of three months or such other longer periods as required by BEML at the same terms and conditions.

5.5 Risk purchase clause:

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

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

5.6 Purchase Order/ Contract Cancellation Clause:

In the event of any situation arising out of or caused by any act which is beyond the control of BEML, may necessitate cancellation of purchase order / contract by giving one month notice in advance to the supplier.

BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination.

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

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

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

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

- 5.8 CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY: Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work / altered scope of work without the written instructions / amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

5.9 SECRECY:

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

- 5.10 DRAWINGS AND DOCUMENTS: Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. The supplier shall, as per agreed date/s but not later than the date of

delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

5.11 NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

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

5.12 Tax conditions:

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

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

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

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

5.16 Appropriation: BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Shall the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due.

5.17 The contractor shall guarantee that the services rendered are performed by personnel of required capacity and that new materials are used. The contractor shall guarantee that the services rendered corresponds exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of service rendered. The contractor shall guarantee that the service rendered complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The contractor shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. The contractor shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.

5.18 Fall clause: The prices charged for the services rendered under this P.O by the supplier shall in no event exceed the lowest price at which the supplier renders the service of identical description to any other BEML Office / Division during the pendency of this PO.

If at any time, during the said period, the supplier reduces the price of such services or render such services to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the services rendered after the date of coming into force of such reduction shall stand correspondingly reduced.

5.19 Non-waiver of defaults: If any individual provision of the Contract is invalid, the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law shall not be construed as a waiver and the same shall continue in full force and effect.

5.20 Assignment of rights and obligations; subcontracting: The supplier is not permitted to sub-contract the service or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to

third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

5.21 Integrity commitment in the execution of contracts:

5.21.2 *Commitment by Purchaser:* Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

5.21.3 *Commitment by the Contractor:* The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship. The Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the Contract commit (s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.

5.22 Intellectual property rights; licenses: If any Patent design, trademark or any other intellectual property rights apply to the service rendered or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of anon-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the contract by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the service rendered does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.

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

5.23 Bribes and gifts: Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause 3.5 hereof. Any question or dispute as on the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

5.24 Jurisdiction: Courts of Bengaluru alone shall have jurisdiction to decide any issue / dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between BEML and the Supplier.

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

5.26 During arbitration: "Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

5.27 Force majeure clause: Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier.

Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

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

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

Force Majeure condition will apply on both sides.

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

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

5.28 Confidentiality:

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

5.29 Independent Agency

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

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

5.30 Termination:

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

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

5.31 Share of business:

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

5.32 Document:

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

5.33 Penalty clause

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

6 Special terms and conditions

6.1 Security deposit / performance guarantee:

6.1.1 Successful tenderer shall furnish security deposit for the fulfillment of the contract within 30 days of release of Service order/contract and security amount shall be to a value of Rs. 3% of Contract value. Such Security deposit shall not entail any interest payment on refund.

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

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

(OR)

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

(OR)

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

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

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

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

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

b. Refund of security deposit:

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

6.2 Period of contract:

The bid shall remain valid for a period of one year from the date of order of Contract.

6.3 Acceptance of order/ contract / agreement:

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

6.4 Payment terms:

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

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

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

Advance payment shall not be entertained.

Payment will be made through ECS only

6.5 Business Commitment: -

Approximate Volume of business based on past period is furnished in price bid format. This volume is tentative and is furnished for guidance purpose only. Further, the volume mentioned may vary substantially on either side. BEML at this stage cannot guarantee the volume of business.

6.6 Change in business/load pattern:

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

6.7 Confidentiality

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

6.8 Independent agency:

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

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

6.9 Agreement & Legal expense: - (if applicable)

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

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

6.10 Set-Off :-

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

6.11 Time limit for submission of bills:

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

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

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

6.12 Demurrages: -

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

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

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

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

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

6.13 List of Overseas Agents of Service Provider:

To enable Service provider and their overseas agents to render the services under this contract, BEML shall provide vendor contact details in the PO placed on the foreign vendor to facilitate the co-ordination between the overseas agent and the vendor. Contractor shall give details of address of their overseas Agents with contact person details, email for each gate way seaport as soon as LOA is placed.

6.14 Change of Overseas Agent:

In the event of service provider changing their foreign/overseas agent, the contractor should give complete details to BEML immediately after the change.

6.15 Observance of local laws in India and Abroad:

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

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

The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

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

6.16 Authorized Signatory

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

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

6.17 Liquidation:

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

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

6.18 Termination:

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

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

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

If at any time during the currency of the contract, the service provider fails to render all or any of the services required under the scope of work satisfactorily, in the opinion of the company and NOT perform any terms and conditions of

the contract, decision of the company shall be final and binding on the service provider. The company reserves the right to get the work done by other parties or departmentally, at the Service provider's risk and cost

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

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

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

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

6.19 Short landed or damaged goods

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

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

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

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

Wherever cargoes have landed short, the Service Provider shall be required to file "NOT FOUND" remarks with the Seaport authorities within the stipulated period for the purpose and obtain and forward short landing certificates to BEML. Before clearance to be weighed both Seaport and weight /measurement as per documents to be tallied. The Service Provider will have to apply and get refund of proportionate/whole landing charges within time prescribed by Sea Port Bye-Law and Regulations as the case may be from the Sea Port Authorities under advice to BEML. This should be done automatically by the service provider till the claim is finally settled.

6.20 Safety of men, equipment, material & environment:

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

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

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

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

6.21 BEML reserves the right: -

The quantum of work allocated to the service providers may be increased or decreased according to full discretion of BEML at any stage of contract. In the event of any emergency, BEML reserve the right to appoint any other service provider for any services referred in the contract, if the present service provider(s) are not in a position to render specific services within the period in which their services are required. The mere mention of various items of work in this contract does not by itself, confer a right on the service provider to demand that the work relating to all or any thereof should necessarily or exclusively be entrusted to them.

6.22 Letter of acceptance

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

6.23 Area of operation:

Transportation of consignments from various countries as indicated in the Financial bid format (Annexure B) for inbound material to Chennai Port & ICD , Bengaluru

6.24 LD (liquidated damages) or FOB / Ex Works / FCA consignments:
Service provider will be informed by BEML / overseas supplier readiness of cargo for FOB / ex works movement. The service provider should provide the bill of lading within 21 days from the day of intimation received from BEML / overseas. In the event of failure of service provider to provide the bill of lading within 21 days, BEML will deduct as a penalty equal to 0.5% of the total sea freight charges payable on a consignment for every day of such delay subject to a maximum of 10% total freight payable.

6.25 Price Bid

Price (Bid) Basis:

Please submit your bid considering the following components.

1. Basic Freight.
2. Delivery Order Fee
3. Lift on / Lift off
4. Container cleaning charges.
5. Survey fee
6. Documentation fee
7. Container deposit charges.
8. Container terminal handling charges at Chennai port / ICD, Bangalore
9. General rate increase.
10. BAF (Bunker adjustment factor)
11. CAF (currency adjustment factor)
12. Security charges
13. Port congestion charges
14. Crane charges / Inter carting charges for break bulk cargo at port.
15. Free container detention period should be minimum 14 days.

The elements listed above 1 to 15 are indicative. The rates quoted should be inclusive of all elements involved in the operation. Besides any other element/s envisaged / involved should also be included in the calculation of the quote and submit the bid as a single value. No additional remarks, footnotes, riders' separate rates and modification will be entertained and in case of any other elements is indicated then their offer will be liable for rejection. The statutory levies payable in India shall be paid extra.

The bidder shall quote the rates for transporting the consignments from various countries by Sea.

Note: The freight charges shall be calculated in Indian Rupees by applying T.T selling rate between USD and Indian Re. of SBI prevailing on the date of arrival of ship.

In case there is a Bank Holiday on B/L date than the rate prevailing on the previous working date will apply. Freight bills shall contain the details of packages, weight and MBL number and charges as per the contract rate.

BEML cannot give any guarantee or indication regarding the extent of consignments / load that may have to be transported by the Service provider during the tenure of the contract.

6.26 Performance review

BEML will do periodical review (Monthly basis) of the Logistics performance of the service provider or which all necessary inputs are to be provided by the service provider as required by BEML from time to time.

Service provider will provide MIS and performance measurements from the start of business in the format prescribed by BEML below.

Performance will be mainly measured on the following parameters.

- a. Nomination received date
- b. Cargo readiness date
- c. Pick up date
- d. FOB received date
- e. Shipment date
- f. Cargo arrival date
- g. Total Transit time
- h. Date on which freight certificate is provided
- i. Submission of Bill date from arrival of shipment at destination.
- j. Number of damages

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

7. TECHNICAL BID DETAILS

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

The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document. All the documents being uploaded by the tenderer.

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

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

All the documents should be uploaded on the PDF format.

Note: All technical documents and other supporting documents to be upload in SRM portal -->Rfx information
->C-folder technical attachments

Annexure A : -

Sl no	Particulars	To be filled and documents to be uploaded in PDF format wherever required.
1	Name of the Service provider in full.	
2	The bidder should be registered with Directorate General of shipping, Mumbai as a Multi Model Transport operator.	Pls. upload photocopy of the certificate which is in force (upload the document in the portal with file name has "DGS certificate")
3	Experiences	Upload Credentials, supporting documents,
3a	The bidder must have at least 3 years' past experiences in providing "International Ocean freight transportation "(ending last day of the month previous to the one in which the tender is floated) in transporting Heavy engineering goods viz. Engines, Axles transmissions, propulsions, plates, tubes etc. through sea from various countries to any Indian ports to any government of India departments, PSUs or any other government of India agency and private Client.	
3b	Bidder should have executed minimum contract value of Rs 1047 Lakhs of following shipments in last 3 years in any one financial year i.e. Fy 2020 – 2021, 2021-2022, 2022-2023. (Note: should have achieved in any one financial year) <ul style="list-style-type: none">a. Minimum shipment of 400 Containers to any Indian ports (example: 20 feet or 40 Feet – FCL, standard container, HC container, Flat Rack)b. Minimum shipment of 500 CBM/MT of LCL / Break bulk cargos to any Indian ports.	Upload Credentials, supporting documents, / Contract agreement with completion certificate from customers.

4	<p>Average Annual Turnover: The Bidder must have an average annual turnover of the company not less than Rs. 393 Lakhs for the last three years. (i.e. for year 2020-21, 2021-22 and 2022-23), Example: Turnover (Rs Crores) 2020 - 21 A: 2021 - 22 B: 2022 - 23 C: (A+B+C)/3 > or = Rs. 393 Lakhs</p>	<p>Turnover (Rs Crores)</p> <table border="1" data-bbox="911 286 1474 584"> <thead> <tr> <th>Year</th> <th>Turnover (Rs Crores)</th> </tr> </thead> <tbody> <tr> <td>2020 - 21</td> <td></td> </tr> <tr> <td>2021 - 22</td> <td></td> </tr> <tr> <td>2022 - 23</td> <td></td> </tr> <tr> <td>Average turnover</td> <td></td> </tr> </tbody> </table>	Year	Turnover (Rs Crores)	2020 - 21		2021 - 22		2022 - 23		Average turnover	
Year	Turnover (Rs Crores)											
2020 - 21												
2021 - 22												
2022 - 23												
Average turnover												
5	<p>Authorized Signatory for the tender shall be the person holding "Authorization letter from Company "on behalf of the firm / company / bidder concerned who is authorized / empowered to act on behalf for the specific purpose and the same to be uploaded. The authorization letter to be issued in company's letter head duly certified by competent Authority</p>	<p>Authorization letter to be uploaded.</p>										
6	<p>Please furnish complete Communication details a. Name of the authorized person</p>											
	<p>b. Name of the alternate authorized person.</p>											
	<p>c. Complete address with pin code</p>											
7	<p>The bidder shall be an Indian proprietorship firm / Partnership firm or company registered under respective act(s) Certificate of Incorporation as per the competent authority / Memorandum of understanding / partnership deed</p>	<p>Please indicate nature of organization details And also upload self-attested copy of Certificate of Incorporation / registered partnership deed / proprietor certificate issued by Government authority.</p>										
8	<p>Address details of the Head/ Registered office</p>	<p>Address:</p>										
9	<p>Please furnish complete communication details:</p>											
	<p>a. Mobile number with Name</p>											
	<p>b. Alternate mobile number with Name:</p>											
	<p>c. Email ID:</p>											
	<p>d. Alternate email ID</p>											
<p>e. Landline no (if any)</p>												

	f. Fax no (if any)	
10	Financial status documents including, Copies to be uploaded	
	<ul style="list-style-type: none"> PAN (Permanent Account Number) of the firm. 	
	<ul style="list-style-type: none"> GSTIN (Registration Number) of the firm. 	
	<ul style="list-style-type: none"> ITR of last 3 assessment years. 	
	<ul style="list-style-type: none"> Audited Balance sheet, P&L of last 3 financial years. (Note : In case 2022-23 accounts not finalized provisional figures of balance sheet and profit and loss account will have to be self-attested and uploaded on SRM portal. 	
	<ul style="list-style-type: none"> Udyam registration number (if any) of the firm. Category (General/ OBC/SS/ST) of the firm. Sub Category (Women / non-Women) of the firm 	
	Upload signed copy of GST terms and conditions – Annexure E	
11	<p>a. In case any person / persons, company, firm, associations having any litigations, arbitration cases between themselves and BEML Limited pending before the courts / arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the letter head and upload.</p> <p>b. The Bidder should not have been referred to BIFR / NCTL or declared “SICK” by any Statutory Authority</p> <p>c. The Bidder should not have been banned/suspended/blacklisted for business dealing by BEML/Govt. of India/any undertaking of Govt. of India as on date of notice inviting tender.</p> <p>d. Should a bidder or in the case of a firm or company of bidder’s one or more of its partners shareholders / directors have a relation or relations employed in BEML the authority inviting tender shall be informed of the fact along with the offer.</p> <p>If it is found that the bidder has not provided the true information then BEML reserves the right to cancel the contract and forfeit the EMD / performance bank guarantee forthwith</p>	<p>Yes / No (strikeout whichever is applicable) If Yes, please provide the details in company letter head and upload in SRM</p>

12	<p>Payment terms</p> <p>a. As indicated in the RFQ</p> <p>b. All banking charges for sending E payment through NEFT/RTGS mode are to be borne by the vendor.</p> <p>c. TDS (Income Tax) shall be deducted from contractor bills as per the rules of Govt. of India.</p> <p>d. TDS (GST Tax) Shall be deducted from contractor bills as per the Rules of Govt. of India.</p>	Agree or disagree / Comments
13	<p>Please furnish the following details for affecting refunding of EMD / payment through online mode.</p> <p>a. Beneficiary Bank – Branch</p> <p>b. Name of the beneficiary customer</p> <p>c. IFS code (IFSC)</p> <p>d. Account type</p> <p>e. Account Number</p> <p>f. MICR Code</p>	
14	<p>To upload self-certified certificate indicating that the firm comes under Class -1 local service provider or Class-2 local service provider as per Public procurement policy, 2017 Govt. of India.</p>	

Note:

- All the terms indicated above form part of tender terms and conditions.
- BEML reserves the rights to seek clarification or further documents if required from the service providers.
- BEML reserves the right to qualify the service providers technically after verifying the details provided / documents submitted by the service providers in as provided in Annexure A

I/ We certify that to the best of my / our knowledge, the particulars furnished above are true.

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

I/ we agree to remit Performance bank Guarantee from any Scheduled commercial Bank in India authorized by Reserve bank of India only within 30 days after award of contract (if awarded) from the date of letter of Intent, whichever is earlier.

I/ we agree for price bid validity for 120 days (one Hundred and twenty days) from the date of tender opening.

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, agenda, amendments, clarifications etc. if any to tender and accept the same in total

Place & date

Signature & seal of the bid

8. Evaluation criteria of L-1 bidder/s

Bidders to quote for all the line items or services indicated in the price bid format.

- L-1 service provider/s will be arrived on the sum total for each lot wise / countries separately as indicated in annexure A.

Total summation of each Lot will be calculated

Example:

Lot 1 - L1 bidder = summation of extended value for each Lot.

{Estimated volume X quoted unit rate of the bidder = Extended value.}

Lot 1 to Lot 14 is for shipment up to Chennai Port (14 countries) – China, Japan, Singapore, South Korea, Finland, Germany, Italy, United Kingdom, Czech Republic, France, Switzerland, USA, UAE, Canada.

Lot 15 to Lot 26 is for shipment up to ICD Bengaluru (12 countries) – Japan, South Korea, China, France, Germany, Finland, Italy, Switzerland, Czech Republic, Netherland, USA, Canada.

9. Price bid format – Annexure B

Shipments up to Chennai Port

Lot Wise	Sl no	Country	Sub sl no	Type of transport	unit	Estimated volume	Quoted rate in USD	Extended Rate in USD
Lot 1	1	China	1	20 Ft Closed Container (FOB basis) SD	Container	5		
			2	40 Ft Closed Container (FOB basis) SD	Container	27		
			3	40 Ft Closed Container (FOB basis) HC	Container	10		
			4	LCL Cargo (FOB basis)	CBM/MT	23		
			5	Ex works charges alone for LCL cargo	CBM/MT	1		
			6	40 FT Open Top Over Gauge (FOB basis)	Container	19		
			Total					
Lot 2	2	Japan	1	20 Ft Closed Container (FOB basis)	Container	3		
			2	40 Ft Closed Container (FOB basis) SD	Container	4		
			3	40 Ft Closed Container (FOB basis) HC	Container	7		
			4	LCL Cargo (FOB basis)	CBM/MT	34		
			5	Ex works charges alone for LCL cargo	CBM/MT	1		
			6	BREAK-BULK Cargo (FOB basis)	CBM/MT	2513		
Total								
Lot 3	3	Singapore	1	20 Ft Closed Container (FOB basis)	Container	34		
			2	40 Ft Closed Container (FOB basis)	Container	1		
			3	LCL Cargo (FOB basis)	CBM/MT	32		
Total								
Lot 4	4	South Korea	1	20 Ft Closed Container (FOB basis)	Container	40		
			2	40 Ft Closed Container (FOB basis) SD	Container	120		
			3	40 Ft Closed Container (FOB basis) HC	Container	64		
			4	LCL Cargo (FOB basis)	CBM/MT	43		
			5	Ex works charges alone for LCL cargo	CBM/MT	1		
			6	20 Ft Flat Rack Container (FOB basis)	Container	1		
			7	40 Ft Flat Rack Container (FOB basis)	Container	5		
Total								
Lot 5	5	Finland	1	40 Ft Closed Container(FOB basis)	Container	3		

			2	LCL Cargo (FOB basis)	CBM/MT	18		
							Total	
Lot 6	6	Germany	1	20 Ft Closed Container (FOB basis)	Container	5		
			2	40 Ft Closed Container (FOB basis) SD	Container	2		
			3	40 Ft Closed Container (FOB basis) HC	Container	5		
			4	LCL Cargo (FOB basis)	CBM/MT	65		
			5	Ex work charges alone for 20ft closed container	Container	1		
			6	Ex work charges alone for 40ft closed container	Container	1		
			7	Ex work charges alone for LCL cargo	CBM/MT	1		
			8	Break bulk cargo (FOB basis)	CBM/MT	1		
							Total	
Lot 7	7	Italy	1	20 Ft Closed Container (FOB basis) SD	Container	1		
			2	40 Ft Closed Container (FOB basis) SD	Container	2		
			3	40 Ft Closed Container (FOB basis) HC	Container	4		
			4	LCL Cargo (FOB basis)	CBM/MT	30		
			5	Ex work charges alone for 20ft closed container	Container	1		
			6	Ex work charges alone for 40ft closed container	Container	1		
			7	Ex work charges alone for LCL cargo	CBM/MT	1		
							Total	
Lot 8	8	United Kingdom	1	20 Ft Closed Container (FOB basis) SD	Container	1		
			2	40 Ft Closed Container (FOB basis) SD	Container	24		
			3	40 Ft Closed Container (FOB basis) HC	Container	4		
			4	LCL Cargo (FOB basis)	CBM/MT	30		
			5	Ex work charges alone for 20ft closed container	Container	1		
			6	Ex work charges alone for 40ft closed container	Container	1		
			7	Ex work charges alone for LCL cargo	CBM/MT	1		
							Total	
Lot 9	9	Czech Republic	1	20 Ft Closed Container (FCA KOPRIVNICE to Chennai Port) SD	Container	8		
			2	40 Ft Closed Container (FCA KOPRIVNICE to Chennai Port) SD	Container	44		
			3	40 Ft Closed Container (FCA KOPRIVNICE to Chennai Port) HC	Container	232		
			4	LCL Cargo (FCA KOPRIVNICE to Chennai Port)	CBM/MT	7		
			5	40 Ft Flat Rack Container (FCA KOPRIVNICE to Chennai Port)	Container	34		
			6	Break bulk cargo (FCA KOPRIVNICE to Chennai Port)	CBM/MT	1		
							Total	
Lot 10	10	France	1	LCL Cargo (FOB basis)	CBM/MT	3		
							Total	
Lot 11	11	Switzerland	1	LCL Cargo (FOB basis)	CBM/MT	51		
							Total	
Lot 12	12	USA	1	20 Ft Closed Container (FOB basis)	Container	4		

			2	40 Ft Closed Container (FOB basis) HC	Container	1			
			3	LCL Cargo (FOB basis)	CBM/MT	11			
			4	40 Ft Flat Rack Container (FOB basis)	Container	1			
							Total		
Lot 13	13	UAE	1	20 Ft Closed Container (FOB basis)	Container	6			
			2	40 Ft Closed Container (FOB basis)	Container	12			
			3	LCL Cargo (FOB basis)	CBM/MT	11			
							Total		
Lot 14	14	Canada	1	LCL Cargo (FOB basis)	CBM/MT	7			
			2	Exworks charges alone for LCL	CBM/MT	1			
							Total		

Shipments up to ICD Bengaluru

Zones	Sl no	Country	Sub sl no	Type of transport	unit	Estimat ed volume	Quoted rate in USD	Extended Rate in USD
Lot 15	15	Japan	1	20 Ft Closed containers (FOB basis)	Container	2		
			2	40 Ft Closed container (FOB basis) SD	Container	33		
			3	40 Ft Closed container (FOB basis) HC	Container	24		
			4	LCL Cargo (FOB basis)	CBM/MT	23		
							Total	
Lot 16	16	South Korea	1	20 Ft Closed containers (FOB basis)	Container	10		
			2	40 Ft Closed container (FOB basis) SD	Container	15		
			3	40 Ft Closed container (FOB basis) HC	Container	60		
			3	LCL Cargo (FOB basis)	CBM/MT	27		
			4	Ex work charges alone for LCL cargo	CBM/MT	1		
							Total	
Lot 17	17	China	1	40 Ft Closed container (FOB basis) HC	Container	24		
							Total	
Lot 18	18	France	1	20 Ft Closed containers (FOB basis)	Container	1		
			2	LCL Cargo (FOB basis)	CBM/MT	14		
							Total	
Lot 19	19	Germany	1	20 Ft Closed container (FOB basis) HC	Container	1		
			2	40 Ft Closed container (FOB basis) HC	Container	5		
			3	LCL Cargo (FOB basis)	CBM/MT	11		
			4	Ex work charges alone for 20ft closed container	Container	1		
			5	Ex work charges alone for 40ft closed container	Container	1		
			6	Ex work charges alone for LCL cargo	CBM/MT	1		
							Total	
Lot 20	20	Finland	1	40 Ft Closed containers (FOB basis)	Container	4		
			2	LCL Cargo (FOB basis)	CBM/MT	1		
							Total	

Lot 21	21	Italy	1	20 Ft Closed containers (FOB basis)	Container	1		
			2	40 Ft Closed container (FOB basis) HC	Container	3		
			3	LCL Cargo (FOB basis)	CBM/MT	2		
			4	Ex work charges alone for 20ft closed container	Container	1		
			5	Ex work charges alone for 40ft closed container	Container	1		
			6	Ex work charges alone for LCL cargo	CBM/MT	1		
Lot 22	22	Switzerland	1	20 Ft Flat Track Container (FOB basis)	Container	2		
			2	LCL Cargo (FOB basis)	CBM/MT	5		
Lot 23	23	Czech Republic	1	20 Ft Flat Track Container (FOB basis) SD	Container	1		
Lot 24	24	Netherlands	1	40 Ft Closed container (FOB basis) HC	Container	1		
			2	LCL Cargo (FOB basis)	CBM/MT	3		
Lot 25	25	USA	1	20 Ft Closed container (FOB basis) HC	Container	1		
			2	40 Ft Closed container (FOB basis) HC	Container	10		
			3	Ex work charges alone for 20ft closed container	Container	1		
			4	Ex work charges alone for 40ft closed container	Container	1		
Lot 26	26	Canada	1	40 Ft Closed container (FOB basis) HC	Container	1		

Note: -

1. Summation total of each lots to be entered in SRM price bid.
2. In case Bidder is not quoting for all the activities of specific Lot in price bid, then SRM system will not allow the bidder to submit their bid.
3. No Weightage / preference will be given for any specific Lot /particular activity, L1 will be considered on Total Lot wise value of all activities for specific Lot.
4. Freight is payable on weight/measurement of the cargo whichever is higher.
5. Cargo weight in Metric ton or volume in cubic meter which is greater
6. Where ever freight is claimed on CBM/measurement, Packing List will be considered for final payment.
7. Minimum rate of 1 Ton/1 CBM shall be applicable for payment for cargo weighing/measuring less than one ton/CBM.
8. SBI TT selling rate on the date of arrival of the ship shall be applicable for INR conversion.
9. Open Top & Flat Rack Container: -
 - a. Rates to be quoted for both, In-Gauge and Out-Gauge shipments.
 - b. In case of Open Top Out Gauge container shipments 1mtr additional height may be considered.
 - c. In case of Flat Rack Out Gauge Container shipments 3.5 mtr width and 3.5 mtr height may be considered.
10. Break Bulk :-
 - a. Break-Bulk cargo mainly consists of Steel Plates, SS tubes, Track shoe profiles, Machinery items or CKDs
 - b. For Break Bulk Size should be considered Width 3.5Mtrs X Length 14.03 Mtrs maximum
11. Break Bulk / RORO :
 - a. Tatra 12x12 Dimensions: - L 14.03 Mtrs X W2.5Mtrs X H 3.1 Mtr, Wt:- 18.9MT
12. All taxes for operation in India and abroad including are inclusive in above quoted rate expect GST shall be payable extra.
13. All insurance costs covering risk of operation undertaken (cargo / goods will be insured by BEML / consignee)
14. Price offered should be inclusive of any other cost during operation and no other charges will be applicable.
15. No additional payment (GRI/RRI etc) on any account shall be considered for payment.

Place & date

Signature & seal of the bidder.

10. Exhibit A1

PORTS AND EX WORKS LOCATIONS

Countries	Ports
Korea	(KRPUS) Busan,
China	(CNSHA) Shanghai, (CNTAO) Qingdao, (CNTSN) Tianjin, (CNXMN) Xiamen, (CNYTN) Yantian, (CNXGG) Xingang
Finland	(NLRTM) Rotterdam, (FIHEL) Helsingfors , (Helsinki) (SIKOP) Koper
Germany	(DEHAM) Hamburg, (DEBRV) Bremerhaven, (ITSAL) Salerno
Italy	(ITGOA) Genoa, (ITVDL) Vado Ligure , (JPNGO) Nagoya, Aichi , (ITNAP) Napoli , (ITVCE) Venezia
Japan	(JPUKB) Kobe, (JPYOK) Yokohama, (JPOSA) Osaka
Switzerland	(BEANR) Antwerpen, (USORF) Norfolk
USA	(USNYC) New York, (USZAQ) Antwerp, (ITTRS) Trieste, (USTIW) Tacoma, (USSAV) Savannah
Czech	(DEHAM) Hamburg, (SIKOP) Koper
France	(FRLEH) Le Havre
Canada	(CAVAN) Vancouver
Netherlands	(NLRTM) Rotterdam
Singapore	(SGSIN) Singapore
UK	(GBFXT) Felixstowe , (GBLGP) London Gateway Port
Belgium	(BEANR) Antwerpen
Sweden	(SEGOT) Gothenburg , (DEHAM) Hamburg
Austria	(BEANR) Antwerpen
Slovakia	(DEHAM) Hamburg
UAE	(AEJEA) Jebel Ali

10. Exhibit A2

Countries	Places
Austria	BURS
Canada	Ontario drive , Vancouver Brampton
China	Leverkusen , Shanghai , Fujian
Czech Republic	Rovince , Koprivnice , Stankov
Finland	Ilmarisentie
France	Aubevoye
Germany	Bahnhofstrasse , Postfach , Schwarzwald , Heinrich- , Waidbroel , Passau
Italy	Cascine vica , Bergamo , Crescentino , Hlavana , Modena
Japan	Osaka , Tokyo
Korea, Republic of	Gyeonggi , Bucheon-city , Sangnam -do , Busan , Namdong-Ku
Slovakia	Trnava
Sweden	Gothenburg
Switzerland	Daeniken
UAE	Sharjah
United Kingdom	Hertfordshire , Manchester , New Castle
United States	Oregon , Antioch , LLC 5800 , Waukesha , Oklahoma , Michigan , New York , Luxembourg , Pennsylvania , Gainesville

10. Exhibit – A3
UN NUMBER DETAILS FOR DG CARGO

SI No.	Dangerous Cargo	UN Number
1	HVAC SYSTEM FOR DRIVERS CAB	2857
2	HVAC SYSTEM FOR PASSENGERS COMPARTMENT	2857
2a	Refrigerant (R 134A)	3159
3	BATTERY,	2795
4	ADHESIVES, CLEANING AGENTS & PUTTY	
A	Adhesive Bond D-5250NF SP :	1133
B	Anti-spatter EW 300	1993
C	HYSC 2200	1993
D	Safe Clean Z	1760
E	Safe Clean ZF	1760
F	Solvent Yusol TF	3295
G	SR 600	2922
H	YY 900	1263
I	Hana Putty	1263
5	SEVEN RESIN ETC. etc	1325
6	Adhesive 3 Bond	1133
7	Joint Sealer	3082
8	Anti Drumming Paint	1263

11. Annexure (C)

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

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

.....
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at Annexure (C-1).
 - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous Transgressions

- (1) Bidders to disclose any transgression with any other public / government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression (s) is / are to be reported by the bidder shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

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

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

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

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word ‘Monitor’ would include both singular and plural

Section 9 – Pact Duration

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

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The bidder shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

- (6) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign IP.
- (7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.
In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.
The fees / expenses on dispute resolution shall be equally shared by both the parties.
- (8) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

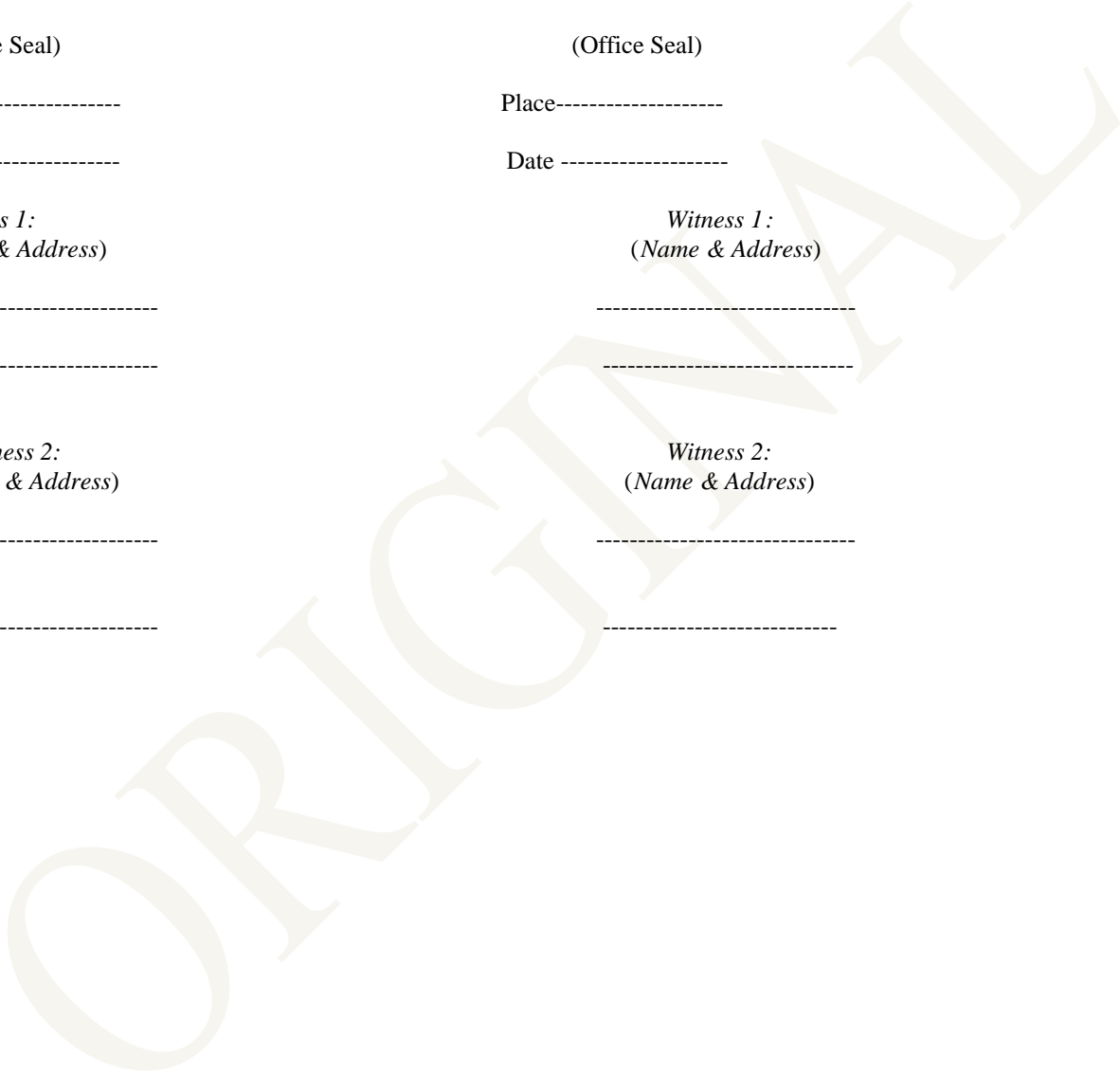
Date -----

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)



Annexure C-1
GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed Application-Form available on www.bemlindia.in.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
- 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/ representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BEML LTD in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
- 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

Signature
(For & On behalf of Bidder/Contractor)

12. Compliance certificate

Bidders having beneficial ownership in countries which share land border with India

- I Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey project) only if the bidder is registered with the competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares land border with India, shall also require to be registered with the same competent authority.
- II. "Bidder" (including the term ' tenderer ' , consultant ' or service provider ' in certain contexts) means any person or firm or company , including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the descriptions of bidders stated here in before , including any agency branch or office controlled by such person , participating in a procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India " for the purpose of this order means : - a. An entity incorporated , established or registered in such country ;or
b. A subsidiary of an entity incorporated, established or registered in such a country ;or
c. An entity substantially controlled through entities incorporated, established or registered in such a country ; or
d. An entity whose beneficial owner is situated in such a country ; or
e. An Indian (or other) agent of such an entity ; or
f. A natural person who is a citizen of such a country ; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under :
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together , or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm , the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together , or through one or more juridical person , has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust an any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.
- VII The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be relevant consideration during the contract execution.
- I/we have read the clause regarding above terms and conditions regarding restrictions on procurement from a bidder having Transfer of technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority and / or whether goods, services (including consultancy service and non-consultancy services) or works (including turn key projects)
- I / We M/s(Name of the bidder) are not from a country which shares land border with India and as per the above terms and conditions are eligible to participate in this tender.
- Or
- I / We M/s(Name of the bidder) are from a country which shares land border with India and as per the above terms and conditions ,we are registered with Competent authority with Registration noare eligible to participate in this tender.
- [Format for seeking registration for bidders having beneficial ownership in countries which share land border with India and further details refer Notification no P-45021/112/2020-PP (BE-II) (E-43780) dated 14.10.2020 Department of promotion of industry and internal trade , Ministry of Commerce and Industry , Govt. of India .]

(Signature of authorized signatory of the tenderer)

Name:
Designation:
Place Seal :
Date

13. Annexure D
Authorization letter
(To be on Company's letter Head)

Ref:

Date:

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

Dear Sir,

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

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

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

(Signature of authorized signatory)

Name:

Designation:

Place

Date:

Seal / Digitally signed.

Signature & seal of the bidder

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

14. Annexure E

GST terms and conditions

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

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

15. Annexure F

Format of performance bank guarantee for service contract

Note :

1. This Guarantee shall be furnished by scheduled commercial banks authorized by RBI to issue a Bank Guarantee.
2. This Bank guarantee shall be furnished on stamp paper value as per prevailing stamp act. (At present not less than Rs 100/-)
3. The stamp paper shall have been purchased in the Name of the Bank executing the guarantee.

Bank Guarantee no :
Dated :
Amount :
Valid up to :
Claim up to :

The Chief General Manager (Corporate Materials)
BEML Ltd
BEML Soudha
Bengaluru – 560027

M/s _____ having their office at _____ and its registered office at _____ (here in after called the Service Provider) has entered into an _____ (here in after called said agreement) with M/s BEML Ltd and having its Corporate office at BEML Soudha , SR Nagar , 4th Main Bengaluru – 560027.(here in after called BEML) for under mentioned contract on the terms and conditions in the said agreement.

In terms of the said agreement the Service provider is required to and has agreed to furnish to BEML a Bank Guarantee for a sum of Rs. XX Lakhs (Rupees XX 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 BEML by reason of any breach by the said Service Provider of any terms or conditions contained in the said agreement.

_____ (Name of the Bank) having its office at _____ has agreed at the request of the service provider to give the guarantee here in after 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 BEML in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by BEML by reasons of any breach by the said service provider of any of the terms and conditions contained in the said agreement or by reason of the said service providers failure to perform the said agreement. Any such demand made on the bank by BEML shall be conclusive as regards the amount due and payable by the Bank under this guarantee up to (Date: _____) Or the extended period if any. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs XX Lakhs (Rupees XX only). Any change or variation in the constitution of BEML 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 here in contained shall remain 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 BEML or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BEML certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Service Provider.

Unless a demand or claim under this Guarantee is made on us in writing on or before (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 BEML that BEML shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said service provider from time to time or to postpone from any time or from time to time any of the powers exercisable by BEML against the said service providers and to for bear or to enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation or extension being granted to the said service provider 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 prior consent of BEML in writing.

This Guarantee is effective from (Date) _____ to (Date) _____ or the extended period if any, including the claim period of 3 (three months) and the same shall be extended at the instance of BEML.

This Guarantee will remain valid for a period of 12 months from (date) _____ to (Date) _____ or any extended time and any claim under this guarantee must be preferred on the bank in writing within 3 months from the date of expiry i.e. on or before (Date) _____ or the extended period.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs XX Lakhs (Rupees Nine Lakhs only) in aggregate and it shall remain in full force up to (date) _____ unless extended. Any claim under this guarantee must be received by us on or before (date) _____ or the extended period and if no such claim is received by us within (date) _____ or the extended period. Company's rights under this guarantee will cease and we shall be relieved and discharged from all liabilities under this guarantee thereafter.

Date:

Place:

16 Annexure G
FORMAT OF BID GUARANTEE FORM

Note:

1. This guarantee shall be furnished by Scheduled Commercial Banks authorized by RBI to issue a Bank Guarantee.
 2. This bank guarantee shall be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 80. /-)
 3. The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.
- 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,

General Manager Corporate Materials BEML Soudha BEML LIMITED

Dear Sirs,

In accordance with your 'Tender Enquiry' under your Tender No date..... 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 BEML Ltd on whose behalf this guarantee is issued.

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

1. Witness (Signature).....

(Signature)

2. Witness (Signature)

Name in (Block letters) Designation (Staff

No.) (Bank's common Seal) Official

address:

17 ABBREVIATION USED IN THIS TENDER

B/L	Bill of Lading
BAF	Bunker adjustment factor
BG	Bank Guarantee
CAF	Currency adjustment factor
CHA	Custom House Agent
CBM	Cubic metre
CUR	Currency
EMD	Earnest Money Deposit
FCA	Free Carrier Alongside
FCL	Full container Load
FOB	Free On Board
GST	Goods and services tax
ICD	Inland container Depot
IEM	Independent External Monitor
INCOTERMS	International commercial Terms
IP	Integrity Pact
IST	Indian standard time
Kg	Kilogram
LCL	Least container Load
LOA	letter of Acceptance
LOI	Letter of Intent
MSEs	Micro and Small Enterprises
MSME	Department of Micro, Small and Medium Enterprises
MT	Metric ton
NEFT	National electronic Fund Transfer
NIT	Notice Inviting Tender
ODC	Over dimension cargo
PBG	Performance Bank Guarantee
PL	Packing List
PO	Purchase order
RTGS	Real time Gross Settlement
RORO	Roll on Roll off
SAC	Service Account code
SBI	State Bank of India
SRM	Supplier Relationship management (BEML procurement portal)
USD	United States dollar

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