



BEML LIMITED

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

TENDER NOTICE

Bid Invitation No. 6300038698

Date:-29.01.2024

Sub : E-Tender for shipment of 03 units of BEML Multi Shank Ripper of BG825 Motor Grader & spare parts from Inland Container depot (ICD), Whitefield, Bangalore to Port of Balikpapan, Indonesia on FCL basis by 40 feet closed Container.

BEML LIMITED invites tenders through e-mode in two bid system, i.e. Technical bid & Price bid for shipment of 03 units of BEML Multi Shank Ripper of BG825 Motor Grader & spare parts covering Custom clearance and thereafter Sea shipment from Inland Container depot (ICD), Whitefield, Bangalore to Port of Balikpapan, Indonesia on FCL basis by 40 feet closed Container.

The detail terms and conditions are enclosed.

Tender Closing Date &Time: 07.02.2024@ 14.00 hrs

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

Assistant General Manager-IBD

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1. INTRODUCTION:

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

2. INVITATION FOR TENDER

BEML Limited has to supply 03 units of Multi Shank Ripper of BG825 Motor Grader & spare parts to Indonesia.

In order to deliver the cargo up to Port of Balikpapan (Indonesia), BEML invites tender for appointment of C&F agent for Custom clearance activity and there after Sea shipment from Inland Container depot (ICD), Whitefield, Bangalore to Port of Balikpapan, Indonesia on FCL basis by 40 feet closed Container.

3. ELIGIBILITY CRITERIA

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

4. INSTRUCTIONS TO BIDDERS

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

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

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

Part-I: Pre-Qualification Bid:

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

- a) An amount of Rs.10,000 (Rs. Ten Thousand Only) towards **EMD (Earnest Money Deposit)** from any Scheduled Commercial Bank payable to BEML Limited, Bangalore Or valid certificates for EMD exemption.

The Bidder shall submit their pre-qualification bid in a sealed envelope with duly super scribed in bold letters, at the top of the envelope as **“PRE-QUALIFICATION BID”, “Bid Invitation No. 6300038698 dated 29.01.2024 Bid Closing date 07.02.2024 @ 14:00 Hrs -”** and drop at “Tender Box” placed at “Room No 1” on below mentioned address or send the same by pre-registered post or by recognised

courier to below mentioned address and same should reach the address on or before the closing date & time of the tender.

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

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

Instruction for submission of EMD:

a) Every bidder shall deposit an amount of Rs.10,000 (Rupees Ten Thousand only) as Earnest Money Deposit to BEML limited through any of the following mode before the Tender/ Bid closing date as indicated below:

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

(OR)

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

Open the following link:

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

Click on ‘BEML LIMITED,CORPORATE OFFICE’ against ‘All India’

In ‘Payment Category’, select EMD/ Tender Fee

Enter details of payment, details of Bank Account for refund, contact details and proceed with making online payment of the required EMD amount of Rs.10,000/- by clicking on the ‘Next’ button.

(OR)

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

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

Proof of NEFT/RTGS shall be submit as pre-qualification bid within prescribed date and time.

c) Bids of those Bidders, who have submitted the EMD in any form other than **Demand Draft/NEFT/RTGS/ Bank Guarantee**, will be rejected.

d) **Exemption for payment of EMD:**

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization

or the concerned Ministry or Department are exempted from payment of EMD. Bidder / Contractor should submit valid MSME / NSIC / Udyog Aadhar certificates/ Udyam Certificate or Certificate issued by Central Purchase Organization or the concerned Ministry or Department for EMD exemption.

- e) The Earnest Money Deposit shall remain deposited with BEML limited for the period of 120 days from tender opening date. If the validity of the offer is extended, the Earnest Money Deposit duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by BEML.
- f) No interest will be payable by BEML on the EMD.
- g) The EMD deposited is liable to be forfeited, if the tenderer withdraws or amends or refuse to execute the order for the reasons whatsoever.
- h) Refund of EMD:

| | | |
|----|--|---|
| 01 | 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 disqualified at Commercial evaluation stage | EMD amount will be refunded to unsuccessful bidder, within 14 days from the date of awarding of contract. |

- i) EMD of the successful bidder will be converted as part of security deposits and the balance amount of security deposits should be met by the bidder as per the contract / agreement conditions.
- j) Likewise, if the tender is cancelled for what so ever reason, then EMD will be refunded to all the bidders without any interest.
- k) Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

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

The 'Pre-Qualification Bid' shall be opened at 1430 hrs on 07.02.2024.

Part-II: Technical Bid:

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

- a. Duly filled **Annexure-A** along with all the supporting documents into Collaboration Folder of BEML SRM platform.
- b. Duly filled **Annexure-D, Annexure-E & Annexure-F**.
- c. Scanned copy of Tender document & all its corrigendum with signature and seal on each and every page.

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

Technical Bids will be automatically opened on the BEML SRM Platform at 1600 Hrs on the closing day of tender. Technical bids of only those bidders who are fulfilling the pre-qualification criteria shall be considered for further evaluation. The bidders who wish to be present at the time of opening of Technical bid may present at their own cost.

Part III: Price Bid:

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

The 'Price bids' of only those bidders who are qualified in technical evaluation by technical committee, shall be opened.

The date and time of opening of price bids will be conveyed to all the technically qualified bidders. The price bids will be opened in the presence of bidder or their authorized representatives who wish to be present, at their own cost.

- a) The bidders are required to enter the price for all the items listed in the 'Item Data' only in SRM System.
- b) Bidder should enter the price only in the 'Empty' box provided below the 'Price' column in Item Data.
- c) The bidder should not change any field in the 'Item Data' like 'Quantity' and 'Price Per Unit' field in SRM System.
- d) The bidders shall enter 'Item Wise' remarks under 'Bidders Remarks', if any.

Bidder should note the following points for Pre-Qualification bid:

General Conditions:

1. Technical Bids will be automatically opened on the BEML SRM Platform at 1600 Hrs on the closing day of tender. Technical bids of only those bidders who are meeting the pre-qualification criteria shall be considered for evaluation.
2. BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage.
3. The 'Price bids' shall be opened in respect of only those bidders who, after technical evaluation are found technically qualified by technical committee constituted for the purpose.

4. The date and time of opening of price bids will be conveyed to all the technically qualified bidders. The price bids will be opened in the presence of bidder or their authorized representatives who wish to be present, at their own cost.
5. If owner is having multiple group then only one should to participate.
6. The bidder is advised to carefully go through the terms and conditions of tender before submitting the tender.
7. In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender.
8. All bidders are advised to sign and append the seal in the Declaration Format as per **Annexure D, Annexure-E & Annexure-F** of this document.
9. 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.
10. Technical Bid & Commercial Bid submitted through manual mode /e-mail /fax will not be considered and is liable for rejection.
11. Bidders are requested to indicate their valid E-mail ID, Telephone number/Mobile Number, contact person details and correspondence address clearly in their quotation. Any communication / correspondence from BEML will be communicated through E-mails/contact number/correspondence address which is provided by the bidder in their quotation.
12. Non-compliance with any of the tender conditions set forth thereon and incomplete, conditional and ambiguous offers are liable for rejection.
13. The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM Platform, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.
14. BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
15. The due date for submission of tenders may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original NIT only at BEML Limited's website**. Validity of bids submitted shall be deemed to be extended accordingly.
16. BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
17. Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of

such hold shall be furnished to BEML. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. In case if purchase order is already issued by BEML, BEML reserves the right to cancel the order without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.

18. BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third-party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected and their EMD would be forfeited.
19. BEML is not obligated to contract for any of the services described in the Bid invitation /Notice Inviting Tender.
20. BEML reserves the rights to :
 - a) Accept or reject any or all proposals.
 - b) Waive any anomalies in proposals through an addendum.
 - c) Modify or cancel the Tender Enquiry.
21. The Bid invitation / Notice Inviting Tender is not an offer or a contract.
22. Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.
23. BEML Ltd.'s decision is final for evaluation of the offer
24. Canvassing by Bidder in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.

Schedule of events:

| Sl No | Particulars | Date | Time |
|-------|---|------------|-----------|
| 1 | Floating of e-tender in BEML website and Central Public Procurement Portal | 29.01.2024 | |
| 2 | Last date for forwarding Queries if any, for clarification during Pre-bid meeting | 02.02.2024 | 17.00Hrs |
| 3 | Pre-bid meeting | 03.02.2024 | 11.00Hrs |
| 4 | Last date for submission of bids through SRM | 07.02.2024 | 14.00 Hrs |
| 5 | Opening of Prequalification bids | 07.02.2024 | 14.30 Hrs |
| 6 | Opening of Technical bids | 07.02.2024 | 16.00 Hrs |

Pre-Bid Meeting :

Pre-bid meeting will be organized through Video Conference, interested bidders are advised to send the email to srinivasa.m@bemltd.in for the participation on or before 02.02.2024 @17.00 Hrs to share the video-conference link for Pre-Bid meeting scheduled on 03.02.2024 at 11.00 AM

- Any queries/clarification/information/details if required by the bidder, the same to be sent to e-mail address: srinivasa.m@bemltd.in

- The queries will be accepted and entertained upto 02.02.2024 @ 17.00 Hrs to the pre- bid meeting, the decision of BEML on this will be final & binding.
- It is suggested that all the bidders should send queries & obtain all the clarifications before submitting the bids.
- Any modification of the Bidding documents which may become necessary as a result of the pre-bid queries, shall be made by BEML and the same will be hosted on BEML website.
- Clarifications to the bidders' queries and all Corrigenda, Addenda, Amendments, Clarifications etc if any to the tender, will be hosted on BEML website www.bemlindia.in only.
- Bidders should regularly visit BEML's websites to keep themselves updated.
- No separate advertisement shall be published in the News paper in this regard & no bidder will be individually/separately informed of the same.
- Before the dead-line for submission of Bids, BEML may modify the Bidding documents.
- All Corrigenda, Addenda, Amendments, Clarifications etc if any thus issued shall be part of the Bidding documents. Prospective Bidders shall sign the same with seal and upload as a part technical bid

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

| | |
|---------------|---|
| Part-1 | Pre Qualification bid- To be submitted manually |
| | Rs. 10,000 EMD (Proof of making payment or EMD Exemption Certificate) |
| Part-2 | Technical Bid – To be uploaded in Collaboration folder in the BEML SRM Platform |
| | a) All the pages of tender document & its corrigendum duly signed and stamped |
| | b) Annexure–A duly filled, signed and stamped in prescribed format with supporting documents. |
| | c) Annexure-D,Annexure-E & Annexure-F duly filled, signed and stamped in prescribed format |
| Part-3 | Price Bid-(As per Annexure-B) Please quote the price details in BEML SRM Platform only against the respective items provided therein |

5. SCOPE OF WORK:

5.1 FOR SHIPMENT ON CONTAINER

1. At Loading CFS, Chennai India:

- i. Filling of shipping bills (Duty drawback/ Duty free) as per the shipment instruction, Invoice & packing list.
- ii. Shipping bill should indicate We intend to claim benefits under RoDTEP” and under column Reward Scheme as “YES” and other formalities for claiming incentives under FTP.
- iii. Forwarding of check lists to BEML for due approval.
- iv. Arranging entry passes for trailers, drivers for entering into ICD, White Field.
- v. Unloading & storing of 03 nos Multi Shank Ripper of BG825 Motor Grader & spare parts at ICD, Whitefield Or CHA designated warehouse.
- vi. Loading of 03 nos Multi Shank Ripper of BG825 Motor Grader & spare parts on to 40 feet closed containers.

- vii. Arranging for customs clearance, filing shipping bill, inspection and Let Export permission with declaration, to claim export benefits.
- viii. Arranging for Stuffing, lashing and dunnage of 03 nos Multi Shank Ripper of BG825 Motor Grader & spare parts, after loading on to 40 feet closed containers. Lashing and dunnage material has to be arranged by successful bidder. Arranging Fumigation of wooden boxes (spare parts box) (if required).
- ix. Survey report to be carried by competent and reputed surveyor and same to be submitted to BEML as and when demanded by BEML.
- x. VGM submission manually and also VGM submission on ODEX. Sealing of Containers.
- xi. Arranging for transportation of loaded 40 feet closed container from ICD, White Field to Chennai/Ennore port.
- xii. Arrange for Ocean freight of the cargo from Chennai/Ennore port to Port of Balikpapan, Indonesia.
- xiii. Handing over the original Bill of Lading, shipping bill, and realization of DBK amount from customs.
- xiv. Ensuring flow of shipping bill into DGFT website and proof of payment of GST to government.

5.2 At Port of Balikpapan, Indonesia :

- i. Safe discharge & storage of cargo at the Balikpapan port, Indonesia.
- ii. Coordinate with customer for custom clearance at Indonesia port.

6. COMMERCIAL TERMS AND CONDITIONS

i. Contract Period:

The Contract is valid from the date of signing of the contract up to delivery of cargo in safe condition to Port of Balikpapan (Indonesia), submission of all documents to BEML Limited and ensuring & confirming the flow of shipping bill to DGFT website.

ii. Volume of shipment:

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

iii. Right of BEML:-

BEML reserves right for the following:

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

iv. Validity of Rates:

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

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

- v. **Shipment:** BEML is planning to ship cargo through 40 feet closed container tentatively during Jan/Feb 24 in single lot.

Above shipment date is tentative, BEML reserves the right to decide on the changes in shipment date.

vi. **Routing:**

- a) CHENNAI/ENNORE PORT - PORT OF BALIKPAPAN (INDONESIA) BY SEA.
b) Transshipment are allowed

- vii. **Place of Discharge:** Port of Balikpapan, Indonesia

viii. **Confidentiality:**

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

ix. **Independent Agency:**

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

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

x. **Assignment or Sub-letting of Contract:**

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

xi. **Termination:**

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

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

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

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

xii. Performance Bank Guarantee :

- a. Successful bidder shall submit Performance Bank Guarantee (PBG) for an amount of 10% of contract value within 15 days from the date of receipt of contract from BEML.
- b. Performance Bank Guarantee should be from any of the scheduled Commercial Banks authorized by RBI. (Excluding Regional Rural Banks/ Co operative Banks) and to be valid up to three (3) months after expiry of the contract covering the claim period.
- c. In case of extension of the Contract, the validity period for Performance Bank Guarantee will also be extended accordingly.
- d. The above Bank Guarantee will be held by BEML as Security for the satisfactory performance of the contract. Any compensation or other sums payable by the successful Bidder to the BEML under the terms and conditions of this contract will be deducted from his performance bank Guarantee or from any sums that may be due or may become due, to the successful bidder on any account whatsoever.
- e. No interest shall be applicable against Performance Bank Guarantee.
- f. Performance Bank Guarantee will be forfeited by BEML in the event of any default, failure, negligence on the part of the supplier for the performance of the Contract or any loss that may be incurred by BEML as a result of breach of any of the Terms and Conditions of the Contract.
- g. The decision of BEML in respect of such damages, loses, charges, cost or expenses shall be final and binding on the Successful Bidder.

xiii. Refund of Performance Bank Guarantee:

On completion of the contract based on the recommendations of the concerned-in-charge, the Performance Bank Guarantee will be released to the Successful bidder within two months (02) after completion of contract subject to fulfilment of contractual obligations by the Successful bidder and on submission of a “NO DEMAND CERTIFICATE”.

xiv. Payment Terms:

Payments shall be as under:.

- a) Payments will be made for the actual quantity of the shipment made.
- b) 100% of the ocean freight Charges and 50% of Clearing and forwarding(C&F) charges is payable within 30 (thirty) working days after submission of shipping documents Viz; Original Bill of Lading along with shipping bill, invoice and other documents to BEML.
- c) Balance 50% of C&F charges shall be payable upon flow of shipping bill to DGFT, flow of export proof to GST site, submitting and acceptance of EP copy(if applicable), safe discharge of the cargo at port of Balikpapan, Indonesia against submission of “LANDING CERTIFICATE”. and on refund of Duty Drawback amount from Customs to BEML account.
- d) GST invoice bills should be produced by successful bidder for claiming of payment.
- e) GST exemption available for C&F agents / CHA as per ‘notification of Govt. of India’ should be taken into account while raising Invoices.
- f) Successful bidder should furnish the GST remittance details to BEML.

xv. **JURISDICTION**

Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Contract in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

xvi. **ARBITRATION**

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

xvii. **PENALTY CLAUSE**

- a. The successful bidder should adhere to the delivery schedule agreed to with BEML. If the successful bidder fails to deliver the goods within the stipulated time, agreed total transit time (as per the offer) penalty @ 1% of undelivered value per week pro-rata up to maximum 5% of total contract value shall be charged and deducted from the bills of the successful bidder.
- b. If the successful bidder fails to arrange for shipment at Chennai/Ennore as required, BEML will have the right to transport the consignments through any other agency at the sole risk and cost of the successful bidder. The excess freight and any extra expenses thus incurred in this regard will be charged to the Transporter's account and the same will be recovered from the successful bidder's outstanding bills/PBG.

xviii. **BRIBES AND GIFTS**

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

xix. **Essential Conditions**

- a) BEML reserves the right to accept the offers or reject all offers
- b) In case of increase in quantity of equipment, BEML reserves the right to negotiate the prices on case to case basis.
- c) Quotations by post / courier / FAX are not acceptable.
- d) The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender. Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.

- e) Please note that as per the directives from Ministry of Defence, Class 3 Organization Digital Signature Token with both Signing & Encryption Certificates is mandatory for submission of bid on our SRM e-Procurement Portal. Portal will not accept Class 1 or Class 2 Digital Signatures.
- f) In case of any queries on Digital Signature or submission of bid on SRM Portal, please contact BEML SRM Team on 080-22963269 or e-mail to admin.srm@beml.co.in
- g) While quoting its rates, the bidder is advised to take into account all factors, including any fluctuations in the market rates, etc. No request for revision of rates will be entertained on any account after acceptance of the offer or during the currency of contract
- h) In case Bidder is not quoting for all activities, then their offer shall be rejected.
- i) Bill of Lading to be released upon confirmation and approval by BEML.
- j) Bill of lading to be released within 48 hours from the date of sailing.
- k) Bill of Lading to be issued / signed by liners or it's agent, to comply with Letter of Credit conditions.
- l) BEML shall not be responsible for any berthing delays at load port/discharge ports.

xx. Liabilities :

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

xxi. Force Majeure Clause:

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

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

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

xxii. Awarding of contract:

Awarding of the contract to the successful bidder will be subject to approval by the competent authority of BEML. The above-mentioned terms and conditions of BEML are acceptable to us for participation in tender and to serve the organisation, in case of being accepted as successful bidder after tendering process.

xxiii. Signing of Agreement

Within fifteen days of the date of issue of Letter of Award, the successful bidder shall sign the Contract

ANNEXURE –“A”

Part –I - Technical Bid

(To be filled by Bidder and to be uploaded in BEML SRM System)

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

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

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

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

| Sl.no | Particulars | Bidders remarks |
|---------|--|--|
| 1. | Name of the company registered in India | Upload Copy of Registration Certificate |
| 2. | Complete address of office along with telephone no./E Mail ID. | |
| 3. | Type of company a) Public Ltd., Co.? b) Pvt. Ltd., Co.? c) Partnership concern. d) Others (if others please specify) | |
| 4 | Documents to accompany with Tenders: | |
| 4.(i) | a) Bidder should possess a Customs House Agent (CHA) license. Enclose a copy of CHA License. or b) If CHA License not available, bidder should furnish letter from his associate, whose license details of CHA will be engaged for CHA activities. | Upload copy of valid CHA license or associate CHA license along with letter from associate CHA. |
| 4.(ii) | PAN Card issued by the Income Tax Department. | Upload copy of PAN card |
| 4.(iii) | GST Registration details | Upload copy of GST registration certificate |
| 4.(iv) | The Bidder must be in the business of providing similar services. | Upload Work order / contract /experience certificate issued by customer(s). |
| 4.(v) | The bidder should have an average annual turnover of Rs 10 Lakhs during the previous 2 years. | Upload audited financial statement for the previous 2 statements. (Only relevant pages of audited Profit & Loss statement to be uploaded without Notes and enclosures.) |

Note 1: If it comes to the knowledge of BEML, at any point of time, during the tender process that the information submitted by the bidder is incorrect or deliberately misleading, BEML, at its discretion, will have the right to reject the bid without any information to the Bidder.

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

Place:

(Signature of the Bidder/Authorized signatory)

Date:

seal

ANNEXURE-B

Price Bid Format:

Please quote the price details for both the options mentioned below on BEML SRM system only against the respective items provided therein.

CHARGES FROM ICD, WHITEFIELD TO PORT OF BALIKPAPAN, INDONESIA

| Sl. No. | Description | SRM Item Data Sl. No. | Qty in Nos | Unit of Measurement (UoM) | UNIT PRICE PER CONTAINER (IN USD) |
|---------|---|-----------------------|------------|-------------------------------|--|
| 1 | Ocean freight in USD per 40 feet container. (ICD, White Field to Port of Balikpapan, Indonesia) * | 1 | 01 | Per 40 feet closed container. | Please quote the rates against the respective items in 'Item Data' in the SRM system |

| Sl. No. | Particulars | SRM Item Data Sl. No. | Qty in Nos | Unit of Measurement (UoM) | Price in Rs. |
|---|--|-----------------------|--|---------------------------|--|
| C&F / Port Activities at CFS | | | | | |
| NON-RECEIPTED CHARGES | | | | | |
| 1 | Loading, Unloading of 03 nos multi shank, attachments and spare parts boxes from trailer by Crane/Forklift and Loading on to 40 Feet closed container. | 2 | 01 | Per container | Please quote the rates against the respective items in 'Item Data' in the SRM system |
| 2 | Stuffing, Lashing and dunnage of 03 nos multi shank, attachments and spare parts after loading on one 40 closed container. Lashing and dunnage material has to be arranged by successful bidder. Fumigation of wooden boxes (spare parts box) (if required). | 3 | 01 | Per container | |
| 3 | Bill of Lading charges | 4 | 01 | Per Shipment | |
| 4 | Customs clearance, documentation and filing shipping bill charges | 5 | 01 | Per Bill of Lading | |
| 5 | Service charges | 6 | 01 | Per shipment | |
| 6 | Survey Charges | 7 | 01 | Per container | |
| 7 | Ware House charges (If any) | 8 | 01 | Per container per day | |
| 8 | Any other charges (please specify) | 9 | 01 | Per Container | |
| RECEIPTED CHARGES for shipment through Container | | | | | |
| 1 | The local charges like IHC, THC, BL, VGM, Re-positioning charges of the Container, Vessel Certificate e.tc by the liner will be reimbursed to CHA with supporting bills from the shipping line. | 10 | At actuals against submission of original bills. | | |
| 2 | CFS Charges | 11 | | | |

Note:

- The rates quoted in USD will be converted in INR by considering exchange rates as on date of opening of tender for L1 evaluation.
- While releasing payment for US Dollars (USD) amount, BEML will consider SBI TT selling rate prevailing on Bill of Lading date of the shipment

- GST charges applicable in India will be paid by BEML at actuals.
- Bidder has to quote for all the line items. In case Bidder is not quoting for all the line items in price bid, then their offer shall be rejected.
- No Weightage /preference will be given for any specific /particular activity.
- After technical evaluation, price bid will be opened for technically qualified bidders.
- L1 will be determined based on Grand Total on Ocean freight & non-receipted charges (SI No 1 to 9) in Rs. as mentioned above.
- The bidder whose offer is Lowest will be considered as L1
- *In case 40 feet closed container vessel is not going to Balikpapan port, Indonesia. Bidder can ship the cargo in 40 feet closed container vessel upto Jakarta port/ any other port at Indonesia and arrange the onward shipment upto Balikpapan in any other available vessel. However, Bidder should include the total cost of shipment (including loading & unloading charges) upto Balikpapan while quoting the SI no. (1) of Annexure-B.

ANNEXURE-“C”

| DIMENSIONS AND WEIGHT (PER UNIT) OF CARGO | | | | | | | | |
|--|--------------|--------------------|------------|----------------------|---------------------|---------------------|----------------------|----------------------------|
| Sl no | MODEL | Description | QTY | TYPE OF CARGO | LENGTH IN CM | WIDTH IN CMS | HEIGHT IN CMS | GROSS WEIGHT IN KGS |
| 1 | - | Ripper Attachment | 03 | ATTACHMENT | 200 | 320 | 140 | 1890 |
| 4 | - | Counter Weight | 03 | WOODEN BOX | 54 | 66 | 128 | 1120 |
| 5 | - | Spare parts | 5-6 | WOODEN BOX | 110 | 60 | 60 | 300 |

Note : Weight and dimensions mentioned above are indicative which may vary at the time of dispatch.

Annexure – “D”

Declaration by the bidder

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

Signature of Bidder with Seal

Annexure – “E”

UNDERTAKING

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

UNDER TAKING LETTER

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

To,

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

Sub:- Undertaking with respect to Bid Invitation No.6300038698

Dear Sir,

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

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

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

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

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

Place:

Date:

Signature of the Bidder Full name with seal

ANNEXURE-“G”

**FORMAT OF BID GUARANTEE
FORM**

Note:

1. This guarantee shall be furnished by Scheduled Commercial Banks authorised by RBI to issue a Bank Guarantee.
2. This bank guarantee shall be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 200/-)
3. The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.
4. In the case of foreign bidder, the B.G. may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Scheduled Commercial Bank in India authorized by Reserve Bank of India.

DATE:

BID GUARANTEE NO:

Ref:

To, BEML LIMITED

(Address of concerned Division/ Corporate Office) Dear Sirs,

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

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

Wish to participate in the said tender for

As an irrevocable bank guarantee against bid guarantee for an amount of Rs.....(In word Figures) valid for days from Is required to be submitted by the bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal or revision of toe offer by the Bidder as a condition within the validity period.(2) Non acceptance of the “Letter of Intent/Purchase order” by the bidder when issued within the validity period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.

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

.....(in figure 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/son whose behalf bid guarantee is issued

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

witness (Signature)
WITNESS (Signature)
Name in (Block letters)

Designation
(Staff No.)
(Bank's common Seal)
Official address:
Attorney as per power of Attorney No....
Date:

ANNEXURE-“H”

PERFORMANCE BANK GUARANTEE

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

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

M/s(Name of the Bidder company) having their office atand its Registered office at(hereinafter called the contractor) has entered into an agreement No:..... (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for shipment of 7 nos BG825 Motor Grader with attachment and Spare parts to Balikpapan, Indonesia on the terms and conditions in the said agreement.

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

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

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

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

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

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

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

Date :

Place :