

Bid invitation

Information

Description:KE01/DEM/MSCP/TRANSPORT

Bid invitation number:6300035618

Version: 1

Bid invitation rules

Bid invitation currency: INR

Timezone: UTC+53

Submission period: 06.03.2021 14:00:00

Tech Opening date: 06.03.2021 14:00:00

Created On: 01.03.2021 09:34:03

Bid invitation text:

1) Quotation are invited through e-mode for sea freight for sea shipment of 01 no MSCP/ Equipment from Chennai Port to Port Blair, Andaman & Nicobar inclusive of Empty container pick up and load container to port transportation charges, stuffing, lashing charges, survey charges, clearing and forwarding charges, port dues and other miscellaneous expenses at both ports. Detailed scope of work is indicated below

NOTE:

- a) TECHNICAL BID AND COMMERCIAL BIDS SHOULD BE SUBMITTED THROUGH E-MODE ON OUR SRM PLATFORM ONLY
- b) TECHNICAL BID DULY SIGNED WITH SEAL, SHOULD BE SCANNED AND UPLOADED IN C-FOLDER ON SRM PLATFORM FOR TECHNICAL EVALUATION
- c) ALL THE DOCUMENTS PERTAINING TO TECHNICAL DATA TO BE UPLOADED IN C-FOLDER. BIDDERS MAY INDICATE ANY ADDITIONAL DETAILS FOR THE ABOVE REQUIREMENT IN THE FORM OF ATTACHMENT IN THE C-FOLDER ONLY
- d) COMMERCIAL BID: PRICE BID TO BE SUBMITTED THROUGH E-MODE AS PER THE FORMAT BY CLICKING ON ITEM DATA TAB IN SRM. BIDDER HAS TO QUOTE BASIC PRICE & APPLICABLE TAXES IN THE ITEM DATA COLUMN
- e) APPLICABLE TAXES CAN BE SELECTED FROM THE DROPDOWN BOX. IN CASE ANY APPLICABLE TAXES ARE NOT AVAILABLE IN THE DROPDOWN BOX, THE SAME MAY BE CLEARLY MENTIONED ALONG WITH THE DETAILS IN THE 'BIDDERS REMARKS'
- f) BIDDERS ARE REQUESTED TO INDICATE PRICE BREAK-UP DETAILS IN "NOTES AND ATTACHMENTS" OF THE ITEM DATA
- g) TECHNICAL BID WILL BE OPENED FIRST AND THE COMMERCIAL BID OF ONLY TECHNICALLY ACCEPTED BIDS WILL BE OPENED SUBSEQUENTLY

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2) Scope of Work:

- a) Receiving the cargo at Chennai CFS, loading, stuffing , lashing at CFS
- b) Loading container in to ship
- c) Sea shipment from Chennai sea port to Port Blair, Andaman & Nicobar
- d) Port clearance at loading point and unloading point.
- e) Safe Packing of consignment.
- f) Movement of consignment from Port Blair port to The Commanding Officer, INS Utkrosh, Port Blair.

3) Details of dimension of Consignment are indicated below

- a) Weight: 15000 Kgs
- b) Length: 8000 mm
- c) Width: 2800mm
- d) Height: 3200mm
- e) Cost of the Equipment is Rs 1.21 Crore
- f) Vehicle can be Self Driven
- g) Equipment Photo is enclosed for reference

4) Shipment is required during March 2021

5) Transit insurance will be arranged by BEML.

6) All rates shall be in Indian Rupees.

7) The offer shall be kept valid for shipment till 90 Days from the date of opening of tender. The successful bidder shall keep the price offer valid till the conclusion of the contract or award of WORK ORDER

8) Payment Terms: Service provider shall extend 60 days credit from the date of submission of bills at BEMLs designated locations Chennai / Bangalore for arranging payments and for MSE service provider as 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

9) Coordination and required permissions from port authorities with the Port Authorities shall be arranged by the Successful bidder without involving BEML.

10) BEML reserves the right to accept the offers or reject all offers or split the scope of work between successful bidders without assigning any reasons

11) Any item specific remarks / comments can be mentioned in "Bidders Remarks" column under item data.

12) Please contact our SRM team for guidance on submission of bids in SRM system. Contact Details: (080) 22963269 / 22963141 & e-mail id : admin.srm@beml.co.in

13) Please contact the following for any clarifications on the tender documents.

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DGM – Defence Purchase
BEML Ltd, EM Division,
KGF, Karnataka – 563115
Contact No: 08153 – 279317
Email: dem@beml.co.in

14) GENERAL TERMS & CONDITIONS - APPLICABLE TO CONTRACTS & PURCHASE ORDERS - 8205350535
DTD 16TH AUGUST 2012 ARE UPLOADED IN FOLDER.

15) 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

16) 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

17) Drawings & 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

18) Non Disclosure & 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

19) 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 render 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

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services or render such services to any other BEML Office / Division at a price lower than the price chargeable under this PO 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.

20) 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.

21) 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.

22) 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.

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

24) 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.

25) 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

26) Penalty clause : BEML may at its discretion in case the service provider fails to perform any or part of the

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contract / work entrusted to them as defined and which in the opinion of the company has led to a loss of production of any type, will impose a penalty up to a maximum 5% of the value of the contract computed annually

27) 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.

28) 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.

29) 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

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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.

Attachments:

MSCPV_Tech_Bid

MSCPV_Tech_Bid

T&C

MSCPV_Eqpt

Digital Signature

Bid invitation details

Item	Product Price Condition	Description	Vendor product number	Delivery date/ performance period	Quantity
1		Sea Shipment from Chennai to Port Blair			1 EQP

Item long text:

Quotation are invited through e-mode for sea freight for sea shipment of 01 no MSCPV Equipment from Chennai Port to Port Blair, Andaman & Nicobar inclusive of Empty container pick up and load container to port transportation charges, stuffing , lashing charges, survey charges, clearing and forwarding charges, port dues and other miscellaneous expenses at both ports. Detailed scope of work is indicated below

Scope of Work:

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Basic Price	INR	_____
CGST - Central GST	%	_____
SGST - State GST	%	_____
IGST -Integrated GST	%	_____