

**BEML LIMITED**

(A Govt. of India Mini Ratna Company under Ministry of Defence) “BEML Soudha” 23/1, 4<sup>th</sup>  
Main, S.R Nagar  
Bengaluru - 560027

**I. Tender Notice**

Bid Invitation number: 6300037864 dated: 16-08-2022

Last date of submission of tender: 09 / 09 / 2022 (14:00:00 Hrs IST)

Sub: To engage a service provider for Air Cargo consolidation, clearing & forwarding of Imports consignments at Bangalore, Airport for a period of 2 years.

Respected Sir / Madam

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, 4<sup>th</sup> Main, Sampangirama Nagar, Bangalore – 560 027.

BEML Limited, a ‘Miniratna-Category-1’, plays a pivotal role and serves India’s core sectors like Defence, Rail, Power, Mining and Infrastructure. The Company operates under three major Business verticals viz., Mining & Construction, Defence and Rail & Metro. The three verticals located at Bangalore, Kolar Gold Fields (KGF), Mysore, Palakkad (hereinafter referred as “BEML”) invites Tenders for the subject work. The details regarding Instructions for submission of Tender, Technical Bid, Terms & Conditions, Scope of Work, and Commercial Bid details etc. are furnished below as per Index Sheet of this Tender Documents.

To achieve the same, online two bid system E-tenders are invited from Indian registered AEO / LO, IATA accredited Air freight service providers for the above activities for a period of 2 years commencing from the date of award of contract. Services of one Air freight forwarder will be consider.

❖ Associates / Agents / Brokers etc. are not eligible to participate in bidding.

All corrigenda, addenda, amendments, time extensions, clarifications etc. if any to the tender will be hosted on BEML website [www.bemlindia.in](http://www.bemlindia.in) only.

Bidders should regularly visit BEML’s websites to keep themselves updated.

Note: The tender consists of 51 no. of pages of RFQ including this page and one Annexure 1 Sheet (excel sheet) Successful bidders in pre-qualification bid and submitted Technical / price bid will be able to view the technical compliance sheets of the competitors after the technical bid opening and technically qualified bidders will be able to view price details of the competitors in SRM portal.

Thanking you.

Yours faithfully,  
for BEML LIMITED.

Signed

Asst. General Manager, Corporate Materials.

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## III. Abbreviations used in this tender

AED	United Arab Emirates Dirham
AEO/LO	Authorized Economic Operator
AUD	Australian dollar
AWB	Airway Bill
B.E	Bill of Entry
BG	Bank Guarantee
CAD	Canadian Dollar
CC	charges collect
CHF	Swiss franc
CUR	Currency
DGR	Dangerous goods
DKK	Danish Kroner
EMD	Earnest Money Deposit
FAS	Free along side
FCA	Free Carrier Alongside
FOB	Free On Board
GBP	Great Britain Pound
GST	Goods and services tax
GTC	General Terms and Conditions
HAWB	House Airway Bill
HKD	Hongkong Dollar
IATA	International Air Transport Association
IEM	Independent External Monitor
IGM	Import General Manifest
INCOTERMS	International commercial Terms
JPY	Japanese Yen
Kg	Kilogram
LOA	letter of Acceptance
LOI	Letter of Intent
MAWB	Mater House Airway Bill
NEFT	National electronic Fund Transfer
ODC	Over dimension cargo
PBG	Performance Bank Guarantee
PI	Packing list
PO	Purchase order
RTGS	Real time Gross Settlement
SEK	Swedish Krona
SGD	Singapore Dollar
SRM	Supplier Relationship management (BEML procurement portal)
TT	Telegraphic Transfer
USD	US dollar

## 1. DEFINITIONS & INTERPRETATIONS:

- 1.1. 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.
- 1.2. 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, service providers or vendor.
- 1.3. Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- 1.4. 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.
- 1.5. Acceptance of Tender' Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
- 1.6. 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.
- 1.7. Stores / Materials / Services' means the goods or services specified in the Purchase Order / contract which the supplier has agreed to supply under the Purchase Order / contract.
- 1.8. Words in singular include the plural & vice-versa.
- 1.9. 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.
- 1.10. The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

## 2. INSTRUCTIONS FOR SUBMISSION OF THE TENDER

- 2.1. The service provider is advised to carefully go through the tender terms & conditions before submitting the tender.
- 2.2. The service provider shall be deemed to have studied the scope of work thoroughly before offering of the unit rates to ensure that the complete work is carried out as per the instructions by BEML during the pendency of the contract.
- 2.3. 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)
- 2.4. Service Providers should have a valid Class III Digital Signature Certificate with encryption and decryption issued by Authorized Certifying Authority to submit the bid in BEML SRM e-Procurement portal.
- 2.5. Interested service provider 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](mailto:admin.srm@beml.co.in) to obtain the username and password for submitting the bids.
- 2.6. Prequalification bid
- 2.6.a 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.
  - EMD (for more details refer clause 5.1 of this tender document)
  - Integrity pact. (for more details refer clause 5.4 of this tender document)

The tender value is more than Rs.1 Crore. The service provider interested to participate in this tender are required to enter into an agreement with BEML i.e. Integrity Pact refer Annexure (E) - Integrity Pact (IP) in this tender document. The duly signed IP with its enclosures to be signed with seal and signature or digitally signed by the service provider along with two witness indicating their names and address at the designated place in the IP.

The service providers should submit Earnest Money Deposit or valid certificates for EMD exemption and duly signed Integrity Pact 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: 6300037864 (Bid invitation number) due on 09.09.2022 (Tender closing date) for "Air Freight Contract 2022".

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 Asst. General Manager, Corporate materials (Import)  
 BEML LTD  
 BEML Soudha  
 23/1, 4<sup>th</sup> Main, S.R Nagar  
 Bengaluru – 560027 Karnataka, India

- 2.6.b Alternatively, it can also be dropped in the Tender box which is kept in Room No. 01 Ground floor, BEML Soudha, SR Nagar, Bangalore.
- 2.6.c The service providers who have not submitted EMD and duly signed Integrity Pact by the closing date and time of the tender will be rejected straight away.
- 2.6.d The Pre-Qualification Bid shall be opened at 15:00 hrs at corporate office on the tender due date. Also, Technical bids will be automatically opened on the BEML SRM system at 15: 00 Hrs. on the tender due date.
- 2.6.e Technical bids of only those tenderers who are meeting the pre-qualification criteria shall be considered for further evaluation.
- 2.7 Submission of technical bid:
- 2.7.a Technical bids should be submitted through online in BEML SRM e-Procurement portal only
- 2.7.b The service provider shall fill in all the required particulars in the blank space provided for the purpose in the tender documents.
- 2.7.c No corrections / revisions will be entertained after closing date and time of tender.
- 2.7.d The following documents shall be uploaded in the Collaboration Folder 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.
- 2.7.d.1 Filled in Annexure A.
  - 2.7.d.2 All the documents along with respective supporting documents which is specified / sought in the Annexure A.
  - 2.7.d.3 Any other relevant documents as applicable
- Note: All technical documents only to be upload in SRM portal -□ Rfx information □ C-folder technical attachments.
- 2.8 Submission of commercial bid:
- 2.8.a 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.
- 2.8.b All the price bid details are to be submitted through E-mode in SRM portal only. Price details should be entered in the 'Price Conditions' column in SRM portal against the respective service. **and Annexure 1 to filled in uploaded in SRM in "my note" of price conditions only.** Any break up details/additional data, if firm wants to submit, the same may be uploaded in "my note".
- 2.8.c Date and time of opening of price bids will be conveyed to all the technically qualified service providers in SRM.
- Note: Price bid documents Annexure B to be upload in SRM portal -□ Items tab for entering total weighed average and upload price bid attachments in □ Notes and price attachments.

2.9. Key information and dates for Submission of Tender are given below.

S. n	Description	Details
1.	Tender No and date	6300037864 Date: 16.08.2022
2.	Period of the contract	2 years from the date of award of the contract.
3.	Name and contact details of the person for queries in the tender	Derick Vincent Manager, Corporate Materials. Phone: 080 22963179 Email ID: <a href="mailto:cmimp5@beml.co.in">cmimp5@beml.co.in</a> working hours: 8:30 am to 5:15 pm working days: Monday to Friday
4	Tender estimate	Rs. 200 Lakhs per annum
5	EMD amount	Rs. 4 lakhs only.
6	Performance bank guarantee (PBG) 3% of estimated annual contract value	Rs. 6 lakhs only.
7	Payment terms	60 days from the date of submission of the bill after completion of work.
8	Last date for submission of bid. Pre-Qualification Bid (i.e. Integrity pact & EMD) through Manual Mode & Technical and Commercial bid through e-mode in BEML SRM Portal	09 / 09 / 2022 time 14:00:00 Hrs. IST
9	Last date for forwarding queries if any, for clarification during Pre-Bid meeting	vide email 23 / 08 / 2022
10	Pre-bid meeting	24.08.2022 through Video conference, link and time will be intimated on later.
11	Opening of Pre-Qualification Bid	09/ 09 /2022 time 15:00:00 Hrs.
12	Opening of Technical Bid	09 / 09 / 2022 time 15:00:00 Hrs.
Note: Commercial bids of those bidders whose pre-qualification and technical bids are accepted only will be opened after technical evaluation. The date and time of opening of commercial bids will be updated in BEML SRM portal after technical evaluation of bids.		

#### 2.10 PRE-BID MEETING:

- If service providers seeking clarifications should send their queries to e-mail id [cmimp5@beml.co.in](mailto:cmimp5@beml.co.in) on or before 23.08.2022.
- Clarifications to the bidders' queries may be clarified before tender closing date and time by issuing Corrigendum/agendum if any and will be published in BEML website [www.bemlindia.in](http://www.bemlindia.in).  
Note: If any queries received from the bidder after 23.08.2022 Hrs., it will not be considered
- Clarifications to the service providers queries during the pre-bid meeting held at BEML Soudha on 24.08.2022 and all corrigenda, addenda, amendments, time extensions, clarifications etc. if any to the tender will be hosted on BEML website [www.bemlindia.in](http://www.bemlindia.in).
- Bidders should regularly visit BEML's website to keep themselves updated. No separate advertisement shall be published in any other modes.
- All corrigenda, addenda, amendments, time extensions, certification etc. if any thus issued shall be part of the bidding documents and shall be hosted on BEML website.

### 3 SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS.

BEML imports various kind of cargo by air freight from foreign countries to Bangalore Airport to its various Divisions / units / offices etc. situated in Bengaluru, Kolar, Mysore, Palakkad.

Service provider will be required to end to end logistics including CHA activities of cargoes and articles of all kinds including steel, manufactured articles, Machinery parts and Spare parts for vehicles, Tractors and Tractor parts, Engineering stores, Scientific Eqpts, Industrial plants and Machinery, Defence stores, Electrical Eqpts., Generators Electronics/ Telecommunication Eqpts, Transmitters etc. and any other cargo which may be imported by BEML from time to time and shall have to arrange for the follow up, collection, forwarding, air freighting of the cargo for Imports, custom clearance, Airport formalities, handling, documentation, opening, inspection, repacking (wherever required) and transportation of the cargo to respective BEML locations.

The service provider and their agents in foreign countries should be registered with IATA.

Service providers have to render following service to BEML and its divisions / units / offices.

#### 3.1 SCOPE OF WORK:

- 3.1.a Service provider shall be provided relevant details of purchase order, Inco terms, invoice and packing list either from BEML suppliers or BEML divisions or units or office coordinators.
- 3.1.b The Service Provider or his overseas agent shall be responsible to contact the foreign suppliers / shipper on whom the purchase order has been placed by BEML and receive the cargo from them as per incoterms mentioned in the PO.
- 3.1.c Service Provider has to ensure that the cargo being handed over by the supplier / shipper is properly packed and marked, worthy of air freighting in line with the IATA requirements.
- 3.1.d Service provider shall send the PRE – ALERT, without fail, giving details like PO no., MAWB No., HAWB and Port of Loading, No. of packages, weight, freight (including freight and CC charges along with exchange rate with date) and flight details immediately after receipt of cargo at the load port, at least 48 hrs before the arrival of the flight at Bengaluru airport.  
All the charges towards all such services shall be borne by the contractor
- 3.1.e Contractor shall ensure that PO no and Invoice numbers appears in the AWB to enable faster clearance at discharge port.
- 3.1.f To keep respective coordinating BEML office posted with information regarding the readiness of the cargo for dispatch, expect date of dispatch and other relevant matters
- 3.1.g After receiving the cargo from the foreign suppliers, Service provider / his overseas agent shall consolidate and bulk the air cargo and will arrange air freighting to the Bengaluru airport by earliest available flight, preparing separate Housing airway bills in respect of each consignment within a period of five working days.
- 3.1.h In case of Ex works shipment, five additional day is permitted for inland transportation.
- 3.1.i Contractor shall ensure correct and timely filing of IGM for HAWB. In case of IGM notified to BEML is not acceptable in custom system (due to wrong filing of IGM of HAWB) while uploading the bill of entry (B.E), the service provider should immediately take up with the Airlines and arrange to amend the IGM on priority. Any demurrage / ware house charges/ penalties incurred due to wrong filing of IGM shall be recovered from the service providers, if incurred.
- 3.1.j The contractor shall ensure that their oversea agents should prepare HAWB after collecting three sets of documents vis. PO copy, Invoice copy, packing list etc from the supplier and arrange to dispatch.
- 3.1.k Any Airlines can be used for shipments, Service providers is free to bring the cargo through any airlines of their choice subject to the penalties and terms and conditions of the contract.
- 3.1.l Service provider, shall upon written instruction from BEML, arrange warehousing of BEML's consignments either at Service provider warehouses or in the warehouse's stations of any third party with the prior written consent of BEML
- 3.1.m Service provider shall on behalf of BEML shall arrange customs clearance of the BEML's Import consignment within free period allowed by Air Port authorities and ensure forwarding of custom challan to respective units of BEML for effecting payment of custom duty. Service provider to ensure there is no delay in this process provided payment of customs duty, documentation and other responsibilities are discharged by BEML within due time and in line with applicable customs notifications and regulations.



- 3.1.n BEML shall provide necessary shipping and other documents to service provider within due time for enabling service provider to obtain customs clearance of BEML's import consignments; BEML shall be responsible for making all statutory payment, including customs duty arising out of its consignment;
- 3.1.o Service provider shall provide other services as may be required by BEML from time to time at a rate mutually agreed with BEML.
- 3.1.p In particular, the service provider shall keep themselves fully conversant and familiar with the Laws, Rules, Regulations and Procedures framed by Air Port Authorities, Customs, Insurance Authorities for carriage of Air Consignments and keep themselves in touch with the carriers or airport authorities about the incoming consignment.
- 3.1.q Air Consignments are to be cleared and dispatched to the concerned divisions immediately without waiting for the minimum load.
- 3.1.r Post/Air / Paracel's: - The Service Provider will be required to effect clearance of foreign parcels arriving by post/Air/ Paracel's

### 3.2 CARGO SIZE CALCULATIONS

For the purpose of calculating the air freight, the following will apply: Cargo size calculation:

- 3.2.1 6000 cubic centimeters or 366 inches shall be deemed to equal one kilogram ( $L \times W \times H / 6000 = \text{Chargeable weight in Kgs.}$ ).
- 3.2.2 Freight rates shall be applied at the actual weight or the measurement unit weights whichever is greater
- 3.2.3 Fraction of kilogram or unit shall be rounded to the next higher half-kilogram or unit.

Note: - However, volume, weight ratio will be followed as per above IATA guidelines. However, IATA rules in force at the time of shipment in respect of the above clause will be accepted.

### 3.3 DETERMINATION OF WEIGHT SLAB:

- 3.3.1 Freight is payable on the basis of chargeable weight (Gross weight or Volume weight whichever is higher) as per the dimensions in the HAWB.
- 3.3.2 When freight is payable on the volume weight the dimensions are to be necessarily provided in the HAWB and packing list to be enclosed along with the documents.
- 3.3.3 Wherever the chargeable weight mentioned on HAWB is not matching either with gross wt./ or volume wt. as calculated by the measurement of the package, freight will be paid on the basis of volume weight as per measurement given in the cargo manifesto
- 3.3.4 In case packing list is not available or dimensions are not specified therein, certification of package dimension from supplier may be furnished. Wherever neither of these documents are available, payment will be made as per the chargeable weight given in the Master Airway bill / cargo manifest (for the specified HAWB).
- 3.4 GST w.r.t. Airfreight bill will be applicable on Charges collect fee & Break Bulb, warehouse/storage charges etc. On the C&F Bill service tax is applicable on all charges.
- 3.5 Payment to service provider will be made for the Air Freight and C&F at the contracted rates from the airport of origin to the airport of destination as per applicable contracted rate.
- 3.6 In case BEML's Purchase Orders with suppliers are F.O.B Airport, all charges incurred up to point of F.O.B are included in the foreign supplier's invoice on BEML.
- 3.7 The original CARGO ARRIVAL NOTICE will be marked "BILL COPY" and a copy of invoice and packing list will be enclosed.
- 3.8 In case BEML desires at any time to import the consignments under the consolidation from the Air ports which are not specified in the contract, the service provider will render such services if available from such Air ports and charge the lowest rates to BEML as being charged to other Government Departments/Customers.
- 3.9 If on expiry or earlier termination of the Contract, for whatsoever reasons, Service provider or their foreign agents accept and consolidate and airlift the cargo of BEML from the contracted

airports, the payment will be made as per contract and subject to terms and condition of this agreement up to a period of three months from such date.

- 3.10 The Service Provider under no circumstances delay/with-hold clearance work for want of funds especially when cargoes, which are critically required, are of very high tonnage.
- 3.11 OTHER FIXED CHARGES TO BE ADMITTED BY BEML.
- 3.11.1 Break bulk fee has been fixed at Rs 250/- will be paid for each HAWB. No additional charges shall be considered for payment on this account
- 3.11.2 Charges Collect fee shall be paid separately @2% on Airfreight bill. No additional charges shall be considered for payment on this account
- 3.11.3 Custom House Agent activities amount is fixed at Rs. 1000 per Air consignment or B.E and No additional charges shall be considered for payment on this account (Scope of work: Consolidated services Charges inclusive of agency commission for custom clearance, Airport formalities, handling documentation, inspection charges / opening and repacking (wherever warrants.
- 3.11.4 Inland transportation charges are fixed and cargoes to be delivered to the respective divisions at the mentioned place. No additional charges shall be considered for payment on this account.

Transportation charges		Bangalore Airport to other BEML Divisions in Rs			
Sl no	Transportation Destination	KGF	Mysore	Bangalore	Palakkad
	Transit time from Airport to BEML divisions	1 day	1 Day	1 Day	2 day
01	LCV up to 1 Ton	3000	4000	1500	4500
02	LCV up to 2 Ton	3500	4200	3500	10500
03	LCV up to 3 Ton	3500	4200	3500	10200
04	Truck up to 9 MT	6000	7200	5200	14200

### 3.12 REQUIREMENTS OF PERFORMANCE:

- 3.12.1 All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Service provider at his own cost. Any contingency arising in this respect shall be the responsibility of the Service Provider. Also, the Service providers shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.
- 3.12.2 The contract as entered into between BEML and the service provider shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- 3.12.3 The service provider shall take all due care for protecting the consignments from rains/snow/ice/moisture/heat and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The service provider shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost. Service provider will be responsible for covering and uncovering of cargo with tarpaulins.
- 3.12.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the service provider at his own cost.

### 3.13 CONTRACT PERIOD AND TERMS:

- 3.13.1 The contract will be for a period of Two (2) years from the date of finalization of the contract.
- 3.13.2 The service provider at the request of BEML will render the services at the same agreed rate in case of expiry of contract for spill over period of three months or such other longer periods as required by BEML.
- 3.13.3 At the instance of BEML, as and when required, the service provider will undertake the freight forwarding work of any other sectors entrusted at the same contract rate and other terms of the other sector. For the countries which are not covered in contract, rates available in contract for nearest country shall be considered or mutually agreed.

### 3.14 VOLUME OF BUSINESS:

Approximate import load pattern / volume of business based on past period is furnished below.

Sl no	Country	Load in Kg	Currency
01	UNITED KINGDOM	1,07,702	GBP
02	SLOVAKIA	37,601	EURO
03	ITALY	33,508	EURO
04	UNITED STATES	29,785	USD
05	JAPAN	22,591	JPY
06	SINGAPORE	19,820	SGD
07	GERMANY	13,955	EURO
08	SOUTH KOREA	9,695	USD
09	FINLAND	7,402	EURO
10	BELGIUM	7,231	EURO
11	CHINA	5,428	USD
12	SWITZERLAND	4,220	CHF
13	FRANCE	4,127	EURO
14	UNITED ARAB EMIRATES	879	AED
15	CZECH REPUBLIC	700	EURO
16	HOLLAND	700	EURO
17	HONG KONG	500	HKD
18	TAIWAN, REPUBLIC OF CHINA	762	USD
19	DENMARK	130	DKK
20	SWEDEN	108	SEK
21	AUSTRIA	100	EURO
22	CANADA	63	CAD
23	SOUTH AFRICA	17	USD
24	THAILAND	30	USD
25	AUSTRALIA	1	AUD

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.

### 3.15 VALIDITY OF RATES:

- 3.15.1 Bidder / Bidders are advised to consider all factors and components, including any fluctuations in the market rates, etc. before quoting
- 3.15.2 The rates quoted by the service provider shall remain firm for the period of the contract i.e., 2 years and No request for revision of rates will be entertained on any account after acceptance of the tender and during the contract period.

### 3.16 SERVICE DURING POST CONTRACT PERIOD:

It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (inclusive of extended period, if any) for Three months or till alternate arrangements are made, whichever is earlier.

### 3.17 CHANGE IN BUSINESS/LOAD PATTERN:

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

### 3.18 LETTER OF INTIMATION

Acceptance of offer will be intimated to the successful Bidder/ Bidders through an email / LOI

### 3.19 CONFIDENTIALITY

Service provider 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.

### 3.20 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.

### 3.21 ASSIGNMENT OR SUB-LETTING OF CONTRACT:

Service Providers shall not, at any time during the contractual period, assign or sub-let the contract or any part thereof to any person or allow any such person to become in any way interested therein in any manner whatsoever 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 service providers 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.

### 3.22 Agreement & Legal expense: -

- i. The Successful Bidder shall enter into an agreement with BEML embodying these and other suitable conditions as may be laid down by BEML which shall be valid for 2 (Two years) from the date of awarding of the contract.
- ii. 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.
- iii. 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 15 days from the date of Letter of Intimation.

### 3.23 BEML Reserves the Right: -

The quantum of work allocated to the service provider's may be increased or decreased according to the full discretion of BEML at any stage of the contract. Appointing any other service provider for any service referred to in the contract to meet any emergency, if BEML is satisfied that the present service provider 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 item thereof should necessarily or exclusively be entrusted to them.

The Company (BEML) reserves the following rights:

To accept or reject all or any of the tenders, without assigning any reason.

To allocate this contract in part or full to one or more Service Providers or none at all.

BEML reserves the right of concluding parallel contract on the same sector with other Forwarding Agents depending on BEML requirements.

### 3.24 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.

### 3.25 Document:

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

### 3.26 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.

### 3.27 Temporary Storage at Bangalore Air Port:

It may be necessary in some cases to hold incoming & outgoing cargos in temporary storage, pending dispatch; in such cases the service provider shall provide suitable storage accommodation within the Airport premises. The service provider shall invariably render a monthly account to BEML for the stores held at the service provider godown on the last day of the previous month in the form that may be prescribed by BEML. Each consignment in their godowns where delay beyond 30 days are anticipated, the service provider shall explain the circumstance under which such dispatch cannot be completed within the stipulated period of 30 days. These godowns should be made available for inspection from time to time by BEML. BEML also reserves the right to divert the dispatch/delivery of cargoes at the airport or held by the Service Provider, if in the opinion of BEML, such action is considered necessary in the interest of BEML. Such transfer will be at the risk and expense of the first Service Provider.

### 3.28 Submission of Bills for payment

All items for actual direct expenditure will be billed as incurred with supporting vouchers except for petty amounts where it is impracticable to obtain them. In the absence of supporting voucher, for such petty amounts, the items of expenditure certified by the service provider, as actually incurred will be accepted. If any item of direct expenditure is considered un-reasonable and quite out of proportion to the services rendered the same will be disallowed.

### 3.29 Terms of Payments for Air consolidation and C&F :-

- 3.29.1 BEML will arrange to pay direct to the service provider all freight charges for import cargos to be handled by the service provider in INR.
- 3.29.2 All payments to be made in terms of the contract shall be made only in Rupees in India against Cargo Notice and House Airway Bill at contracted rates. While every effort will be made to make the payment to the service provider within 60 days of the date of receipt of their bills, the service provider will not be entitled to claim any interest or any other charges on delayed payments. The service provider shall submit their bills for payment to the respective divisions of BEML.
- 3.29.3 Service provider shall promptly send concerned divisions of BEML, photocopies of the Exchange Rates notified by SBI card rate every week from time to time and amendments thereto, if any. The exchange rates prevailing on the date on which the cargo lands at the destination in India will be adopted for freight payment.
- 3.29.4 Time limit for submission of bills:
- 3.29.5 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
- 3.29.6 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.
- 3.29.7 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.

### 3.30 DEMURRAGES: -

- i. In case it is found that the service provider have 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.

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

### 3.31 Bonded Ware House:-

In the case of cargo requiring bonding as per the advice of BEML's, the Customs formalities for filing into Bond Bill of Entry, Customs Inspection by Preventive Officer and Bonding them in area specified for the purpose are the responsibility of service provider; and also to ensure that bonded materials are loaded into the vehicles for transportation to units either after debonding or under transfer bond after obtaining the necessary bills.

### 3.32 Penalty Clause: -

- i. 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 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.
  - ii. The Service provider should adhere to the delivery schedule given and also abide by the penalty clause for the delayed deliveries.
- Penalty for Ex-works consignments: -
- iii. Minimum no of days for collection of cargo and documents from BEML's supplier and delivery to the designated Air Port given is 10 working days from the date of intimation from BEML/BEML's supplier. For every day's delay beyond the period of 10 working days. BEML will deduct as a penalty equal to 1% of the total Air freight + Ex-works charges payable on a consignment for every day of such delay subject to a maximum of 10% of total freight payable.
- Penalty for delay in consolidation: -
- iv. For every delay in consolidation beyond the period of 5 working days from the date of handing over the cargo by BEML's supplier to Service Provider at designated Port. BEML will deduct as a penalty equal to 1% of the total Air freight charges payable on a consignment for every day of such delay subject to a maximum of 10% of freight payable. For this purpose, the delay will be reckoned between the dates of House Airway Bills (HAWBs) and the Master Airway Bills (MAWBs), both days inclusive.
  - v. Penalty for delayed delivery - transportation by road from BIAL to BEML Divisions. Penalty for late delivery beyond the stipulated Transit Period for LCVs / 9 MT Truck will be 10% of the transport charges per day for 2 days and beyond this, freight charges will be forfeited.
- Penalty for late Pre-alert
- vi. Pre-alert shall be given by the contractor 48 hrs before the arrival of flight at destination airport. Airport demurrage/warehouse charges/custom penalty/Interest on custom duty incurred due to delay in Pre-alert shall be recovered from the contractor.
- Penalty for insufficient/Incorrect documents\
- vii. If the contractor delays to submit the required documents as intimated by unit/Port ROD (necessary for clearance of goods) then the amount of demurrage/warehouse charges/custom penalty/Interest on custom duty /Bill of entry amendment charges/IGM amendment charges incurred due to such delay shall be recovered from the contractor.
- Penalty for any other reasons:
- viii. In case the Contractor fails to perform any part of the scope of work as defined, the Company reserves the right to get such part of the work executed through any agency at the risk and cost of the Contractor.
- ### 3.33 Provisions for Penalty: -
- Recovery from EMD/PBG: -
- BEML reserves the right to forfeit or adjust the whole or any part of the EMD / PBG under the

following situation: -

For any money due to BEML that cannot be recovered from the pending bills of the service provider.

As a measure of penalty, if:

The service provider fails to execute the agreement required by him in pursuance of this tender,

The service provider withdraws from the contract during the period of validity of the contract.

In case of any such incidence of forfeiture and / or adjustment of PBG, the service provider shall have to deposit further security money forthwith for the full amount or an amount sufficient to make up the deficit as the case may be for continuance of the contract.

### 3.34 BEML – RELATIVES:

If the Contractor has a relative(s), employed in any capacity with BEML, he shall furnish such facts in the Techno-commercial Part of the Tender, failing which, his contract may be rescinded if such fact comes to light subsequently. Further, the Contractor shall also be liable to make good any loss or damage suffered by the Company on account of such cancellation

### 3.35 INSURANCE: -

BEML shall arrange for insuring the cargo/consignment covering the risks during transit and material handling at port(s) as per incoterms.

The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the contractor or his employees.

The contractor shall during the performance of the contract take out a Third-Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.

If due to Contractor's carelessness, negligence, non-observance of safety precautions,

Improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BEML/its Customer's property, and if BEML is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor. Unless specifically instructed by BEML in any particular case, no cargo insurance of any nature will be affected by the Service Provider on consignments entrusted to them. Where the consignment is insured. Insurance survey should also be arranged apart from the air cargo authorities' survey.

### 3.36 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 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 Airport authorities within the stipulated period for the purpose and obtain and forward short landing certificates to BEML. Before clearance to be weighed both at Airport 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 Air Port Bye-Law and Regulations as the case may be from the Air Port Authorities under advice to BEML. This should be done automatically by the service provider till the claim is finally settled.

### 3.37 Survey: -

It is incumbent on them to examine carefully all packages landed from Aircrafts and whenever they notice any damage or loss of goods at the time of clearance pursue action to obtain survey reports and submit the same to BEML. The agent will apply for survey within 48 hours of landing of goods (including insurance survey) in airport at Bangalore by underwriters, etc, and obtain the survey report and if any loss or damage is apparent lodge claim on the carriers, Airport authorities

respectively for any theft/ breakage/loss/damage or deterioration of material found at such survey within the time limit prescribed as per carriers act. The service provider shall be responsible for effecting claims against the carriers' viz., Inland/Transport/Air lines for any shortages/damages noticed at the time of clearance and in the case of clearance of such cargoes.

The Survey Reports are required for lodging claims and obtaining compensation from the parties responsible for and damages/loss.

### 3.38 Responsibilities in regard to loss, damages, safety etc.: -

Service provider will be responsible and accountable to BEML for proper safety, care, handling, and storage of cargo while in their custody or control and or that of their agents and the cost of any Insurance effected on that behalf will not be chargeable to BEML.

It shall be the responsibility of agents to give notice of loss within 7 days from landing of goods to the carriers, airport authorities and underwriters for non-delivery/ short delivery/losses/damage of the containers/packages/bundles/boxes/drums/loose items etc. found from the consignments assigned to them for clearance at the airport at the time of taking over the delivery and /or within the prescribed time limit after taking over the delivery, under no circumstances the intimation be time barred. In case of time barred cases the loss sustained by the company shall be to the account of the Service Provider.

If it is proved that such loss or damage, shortage, deterioration in quality has occurred due to negligence etc. of the and / or their agent. Liability of the service provider in this regard will be to the extent of US \$ 20/kg in line with the limiting factor shown in each Air Way Bill of the carrier. The Service Provider shall take all steps to prevent loss and damage to the goods received by them on behalf of BEML for handling air freighting, clearance and dispatch.

If and when any expenses such as Air Port demurrage etc., which are avoidable, are incurred or losses to stores or losses of claims for compensation from the carriers / Air port authority or insurance company or other authorities are occasioned on account of their negligence or failure to exercise all care, diligence and economy. BEML can, after giving the Service Provider an opportunity to explain at the discretion, require the Service Provider to reimburse BEML with whole or any part of such expenses. The amounts which have been spent on account of Service Provider negligence etc., will be recovered from the amounts due to the Service Provider on accounts of agency commission, handling, transport charges etc. The decision of BEML shall be final

In cases where amounts were paid to the AirPort or any other authorities in excess of what is actually due, BEML will have the right to admit only such amounts which are actually due and recover the excess amount so paid from the Service Provider. The responsibility to claim refund of such excess amounts from the AirPort or other authorities shall rest entirely with the Service Provider.

### 3.40 Laws governing the contract:

The contract shall be governed by the Indian Laws for the time being in force and only courts in Bengaluru, India shall have jurisdiction over this contract.

### 3.41 Indemnity:

The Contractor shall indemnify and keep BEML indemnified against all losses, claims, demurrage, detention etc. arising out of any of his acts or out of the acts of his agents or associates or employees during the currency of the contract.

### 3.42 Amendments

The agreement may be varied or amended if such variation(s) / amendments(s) is / are mutually agreed to, in writing, by the parties.



The Contractor shall obtain all permits/licences etc. required for the performance of the obligation under this agreement. The Contractor shall abide by the provisions of all applicable Laws, Rules, Notifications etc.

3.43 List of Overseas Agents of contractor:

To enable Contractor 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 gateway Airport as soon as LOA is placed.

3.44 Change of overseas agents:

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

3.45 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 Airport Authorities, Customs and Insurance Authorities etc. for carriage of air consignments and keep themselves in touch with the carriers or their agents and concerned authorities about the incoming consignments.

3.46 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.

3.47 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.

3.48 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.

3.49 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](http://www.bemlindia.in)

### 3.50 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.

#### 4 METHODOLOGY FOR PRICE BID SUBMISSION AND EVALUATION OF L1 BIDDER METHODOLOGY FOR PRICE BID SUBMISSION

- Service providers have to quote all the line items against each country (designated as Lot 1, Lot 2.....) as per Annexure B1 excel sheet by downloading and after entering all the details in the price bid and needs to be uploaded in SRM portal as attachment and the bidders are required to enter only the Total weighed average in the SRM portal against each lots/country  
Note: If any bidder does not quote for any line item or countries, the bids will be rejected.

Example: Line items wise for each lot is given in below table: Considering the Country: Japan and Currency: JPY

- The bidder shall quote for line item Sl no 01 for Minimum charges for collection of cargos on FOB basis in respective country currencies in Col B.
- The bidder shall quote for line item from sl no 02 to 09, Rate per Kg in Col B in respective currencies for that particular country i.e. for Japan in JPY currencies, US in USD, UK in GBP .... etc
- The bidder shall quote for line item Sl no 10 for Minimum charges for collection of cargos on Ex works / FCA basis in respective country currencies in Col B.

SL no	Lot -1			
	Country	Japan		
	Airports	Tokyo & Osaka		
	Rates to be quoted in currencies	JPY		
	Weight Slabs in Kgs	Multiplication factor	Rate / Kg ( expect for line sl no 01 & 10)	Total value of the activities
		Col : A	Col : B	Col C = A x B
01	FOB Minimum charges	5	2000	10000
02	0 to 45	15	250	3750
03	46 to 100	20	250	5000
04	101 to 250	15	250	3750
05	251 to 500	15	250	3750
06	501 to 1000	5	245	1225
07	1001 to 2000	5	240	1200
08	Above 2000	5	235	1175
09	Ex works charges per Kg	10	120	1200
10	Ex works charges – minimum	5	10000	50000
			Summation	81,050
11	Total	100	Total weighted average	810.50

- Multiplication factor indicated in Col (A) , will be constant for all the countries and the quoted rates will be Multiplied with this Multiplication factor

Example:

For Line items sl no 01 for Minimum FOB Charges (refer the table above) Multiplication factor is 05 ,  
Quoted rate is JPY 2000

Total value of the activities = Multiplication factor x Quoted rate

= 05 x 2000

= 10, 000

And summation of such each activity in Col C will be divided by summation factor denominator 100 to arrive at Total Weighted average.

And summation of Col C from the above table is 81, 050 which will be divided by 100 to arrive Total weighted average = Summation of Col C / 100

= 81,050 / 100

= 810.50

Using this method, Total weighted average to each country will be worked out and will be entered in the SRM portal against each lot / country indicated.

## 4.2. EVALUATION OF L1 BIDDER

The total weighted average will be considered for evaluation of L1 bidder.

Load port code Lot 1 to Lot 25 To Bangalore Airport	Country	Currency	Airport	Total weighted average of bidder A	Total weighted average of bidder B	Total weighted average of bidder C
Lot 1	Japan	JPY	Tokyo & Osaka	810.50	700.00	900.00
Lot 2	Singapore	SGD	Singapore	600.00	900.00	800.00
Lot 3	USA	USD	New York / Los Angeles			
Lot 4	UK	GBP	London			
Lot 5	France	Euro	Paris (Roissy), Lyon			
Lot 6	Italy	Euro	Milan			
Lot 7	Belgium	Euro	Brussels			
Lot 8	Germany	Euro	Frankfurt			
Lot 9	Czech Republic	Euro	Prague			
Lot 10	South Korea	USD	Seoul			
Lot 11	Taiwan	USD	Taipei			
Lot 12	Canada	CAD	Toronto			
Lot 13	UAE	AED	Dubai			
Lot 14	China	USD	Beijing			
Lot 15	Hong Kong	HKD	Hong Kong			
Lot 16	Australia	AUD	Sydney			
Lot 17	Denmark	DKK	Copenhagen			
Lot 18	Switzerland	CHF	Zurich			
Lot 19	Finland	Euro	Helsinki			
Lot 20	Thailand	USD	Bankok			
Lot 21	Sweden	SEK	Stockholm			
Lot 22	Austria	Euro	Vienna			
Lot 23	Slovakia	Euro	Kosice			
Lot 24	Holland	Euro	Amsterdam			
Lot 25	South Africa	USD	Johannesburg			

From the above table, the bidder who has obtained lowest or least total weighted average for the Majority of the countries will be considered as L1 bidder for the tender.

Example: Out of 25 Lots indicated in the table, if The Bidder "A" is lowest or least for 13 countries based on Total weighted average. and Bidder "B" is lowest or least for 10 countries based on Total weighted average and Bidder "C" is lowest or least for 03 countries based on Total weighted average.

Bidder A, who is least or lowest for Majority of the countries ( i.e 13 countries ) will be considered as L1 bidder.

## 5 GENERAL TERMS AND CONDITIONS

### 5.1 EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE:

5.1.a Every bidder shall deposit an amount of Rs 4 Lakhs (Rs. Four Lakhs only) which is 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.

5.1.a.1 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)

5.1.a.2 An irrevocable Bank Guarantee from a 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)

5.1.a.3 Through NEFT / RTGS in favor of BEML Limited. (Division Bank A/c details and IFSC) Open the following link: <https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>.

Read the terms & conditions, tick the acceptance box and click on Proceed. In 'select state 'drop down, select all India and click on the Go button.

In 'select payment category', select EMD / tender fee

Enter details of payment, details of Bank account for refund and click on submit to make the online payment of the required EMD amount.

5.1.a.4 Insurance Surety Bonds.

### 5.2 Exemption for payment of EMD:

5.2.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.

5.2.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.

5.2.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.

5.2.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.

5.2.e No interest will be payable by the Purchaser on the EMD / Bid Guarantee.

5.2.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.

## 5.3 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.

## 5.4 Integrity Pact:

5.4.a 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-E 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.

5.4.b Central Vigilance Commission has appointed Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact.

Address of IEM as follows

Shri E. K. Bharat Bhushan, IAS (Retd.)  
Flat No. 5151, Sobha City, Puzhukkal,  
Thrissur, Kerala - 680 553.  
Email : bbbhushan55@gmail.com

Shri Akhilesh Kumar, CES (Retd.)  
Flat No.3111, Tower Osimo,  
Mahagun Mezzaria, Sector - 78,  
Noida - 201 304.  
Email : er.akhilesh@yahoo.co.in

## 5.5 AUTHORITY OF PERSONS SIGNING DOCUMENT:

A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Service provider.

## 5.6 Validity of the offer:

Offer should be valid for 120 days (One hundred and Twenty days) from the date of opening of the bid.

- 5.7 GST registration:  
Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM portal to submit quotation.  
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 have to be borne by vendor(s).
- 5.8 Public Procurement – Preference to Make in India Policy:  
The procurement and placement of order is subject to Public Procurement (Preference to Make in India) Order 2017 issued by the Ministry of Commerce and Industry, Department of Industrial Policy & Promotion, Government of India vide No.P- 45021/2/2017-B-E-II dt 15<sup>th</sup> June 2017. The full details of the order can be seen a
- 5.9 The accepting officer reserve the right to place order as a whole or part of any service as deemed fit.
- 5.10 ACCEPTANCE OF ORDER:  
The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order 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.
- 5.11 PERIOD OF CONTRACT:  
The period of contract shall be for two from the date of commencement as per the Service Purchase order with an option for the company to extend for a further period up to 3 months on the same terms and conditions with the mutual consent with the contractor & satisfactory execution of the contract. Notwithstanding anything contained herein, the company reserves the right to terminate the contract by giving one month notice to the contractor. The contractor shall not be entitled to claim any compensation or any damages for such termination.
- 5.12 SECURITY DEPOSIT / PERFORMANCE GUARANTEE:
- 5.12.1 Successful tenderer shall furnish Security deposit for the fulfilment of the contract within 30 days of release of purchase order and security amount shall be to a value of 3 % of annual contract value. Such Security deposit shall not entail any interest payment on refund.
- 5.12.2 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 Commercial Bank equivalent to the amount of Security Deposit valid up to 3 months after expiry of the contract covering the claim period. Bank Guarantee should be from any of the scheduled Commercial Banks authorized by RBI. (Excluding Regional Rural Banks/ Cooperative Banks
  - (OR) Insurance Surety Bonds.
- 5.12.3 Security Deposit amount will be deducted from the initial bills itself. (Payments will be made only after recovering the required security deposit)
- 5.12.4 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.
- 5.12.5 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.

- 5.12.6 No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.
- 5.12.7 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 fulfilment or performance in all respect of the Purchase Order.

#### 5.13 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 fulfilment of contractual obligations by the contractor.

#### 5.14 PRICE & INVOICING:

- 5.14.1 The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include all the charges specified by the Purchaser and are inclusive 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 Purchase Order number & date, item number / s and supporting documents as called for in the Purchase Order.
- 5.14.2 Successful tenderer is required to execute an agreement in a stamp paper of worth ----- 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.
- 5.14.3 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.
- 5.15 Purchase Order Cancellation Clause:
  - 5.15.1 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 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.
  - 5.15.2 If a Supplier fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. Where the order is cancelled, the Buyer can in addition sue the Supplier for the damages as per the terms of contract. Buyer 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.
  - 5.15.3 For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be applied.
  - 5.15.4 The re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.
  - 5.15.5 The defaulting Contractor shall be served with notice of re-purchase.
  - 5.15.6 Risk purchase loss shall be recovered only after the re-purchase contract has been executed.

- 5.15.7 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.
- 5.15.8 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.
- 5.15.9 Works to be carried on with expedition failing which the company may employ other contractors without vitiating the contract
- 5.15.10 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.
- 5.16 **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.
- 5.17 **SECRECY:**
- 5.17.1 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.
- 5.17.2 BEML shall be entitled to prevent a breach of the above and to damages in case of breach.
- 5.18 **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.

5.19 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.

5.20 TAX CONDITIONS:

5.20.1 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.

5.20.2 All claims arising by OR at the instance of the laborer's 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.

5.20.3 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 laborer's 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.

5.20.4 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.

5.21 APPROPRIATION:

5.21.1 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.

5.21.2 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.

5.22 FALL CLAUSE:

5.22.1 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.

- 5.22.2 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.
- 5.23 **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.
- 5.24 **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.
- 5.25 **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**
- 5.25.1 **Commitment by Purchaser:** Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.
- 5.25.2 **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.
- 5.26 **INTELLECTUAL PROPERTY RIGHTS; LICENSES:**
- 5.26.1 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.
- 5.26.2 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.
- 5.27 **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 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.

5.28 JURISDICTION:

Courts of Bangalore 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.

5.29 ARBITRATION:

5.29.1 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.

5.29.2 DURING ARBITRATION: "Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

5.30 FORCE MAJEURE CLAUSE:

5.30.1 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.

5.30.2 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.

5.30.3 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.

5.30.4 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.

Annexure A  
TECHNICAL BID

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

The tenderer shall fill in all the required particulars in the blanks space provided for the purpose in the technical bid document. All the documents being uploaded by the tenderer in SRM.

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, over writing are not permitted. All cancellation and insertions shall be duly signed / attested by the authorized bidder. All the documents to be uploaded in PDF format.

Technical bid has been divided into two categories:

Mandatory clauses:

- Qualification criteria: I (a) to (e) and
- Technical requirement II (1) to (11)

Informative clauses from (1) to (16)

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

SI No	Description	Remarks To be filled and documents to be uploaded in PDF format wherever required.
I	Qualification Criteria	
a	Bidder must have an average annual turnover on account of air freighting not less than Rs 60 Lakhs.. (i.e. for year 2019-20,2020-21 & 2021-22).	Please indicate below the details Turnover (Rs. Crores) 2019-20 ..... 2020-21..... 2021-22 ..... Figures should be indicated above for year wise as appearing in Audited financial figures statements and 2021 -22 Audited financial not available, provisional audit statement to be provided) Upload copies of balance sheet and profit and loss account for the above three financial years.
b	Bidders must submit proof of having successfully executed total air freighting in last 3 years including CHA activities with logistics contract (ending last day of month previous to the one in which the tender was due for opening).	Satisfactory self-certified certificate for completion of the contract by mentioning customer name, contract value, type of items, scope (Exw or FCA basis) along with documentary evidence from the customer must be uploaded on SRM portal. (Note: Documentary evidence such as work orders / purchase orders / order completion certificate issued by customers indicating time period and value of the works)

d	To have valid IATA certificate. Copy of the certificate (2022) is to be enclosed and original to be produced as and when called for.	Copy of valid IATA certificate to be uploaded on SRM portal
e	To have Valid AEO/LO certificate from Customs.	Copy of certificate from customs in the name of service provider / outsourced CHA to be uploaded on SRM portal
II	Technical Requirement	
1	INDEMNITY: Contractor shall keep BEML indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
2	VALIDITY: The period of contract will be for 2 years further extendable by three months with the mutual consent.	Agreed
3	LOAD PATTERN: The Country-wise load pattern given is tentative. The actual load pattern to be followed under the contract may, however differ at the time of execution. BEML does not guarantee the load pattern.	Agreed
4	Compliance with land border sharing clause as detailed at annexure	Agreed
5	RISK PURCHASE: In the event of failure of CONTRACTOR to execute the contract offered to them within 15 days, BEML reserves the right to use alternative source at their risk and cost and extra expenditure incurred if any shall be borne by the CONTRACTOR.	Agreed
6	SCOPE OF WORK: We have understood the scope of work and special conditions.	Agreed
7	DEAD FREIGHT: Dead freight/Any Airlines penalties /or Equivalent charges shall not be payable by BEML, in any circumstances. Onus for coordination and timely movement of goods rests solely with the Service providers.	Agreed
8	Applicable GST will be paid separately	Agreed
9	Complied with Integrity pact as per BEML format as per Annexure A	Agreed
10	PENALTY FOR TRANSIT TIME: As specified in the tender	Agreed
11	EVALUATION CRITERIA: We have understood the evaluation criteria.	Agreed

INFORMATIVE CLAUSES		
1	Name of the Service provider in full.	
2	Address details of the Head office along with contact name and contact nos.	Address:  Phone no: Contact person name: Email address:
3	Constitution of company i.e Proprietor / Partnership / Pvt Ltd / limited / others (The originals of the above documents have to be produced when asked for)	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.
4	Name and Contact details	Authorized persons for day to day operation, Any change during the pendency of the tender the bidder shall intimate the same. Furnish Minimum 2 persons details 1. Name : Designation : Contact no: Email Id : Place :  1. Name : Designation : Contact no: Email Id : Place :
5	The Total tonnage / no. of consignments handled for the following years destined to Bengaluru airport 2019-20 2020-21 2021-22	Tonnage / no. Tonnage / no. Tonnage / no.
6	Income tax Pan number	Upload Pan cad
7	Copy of latest Income tax returns.	Upload copy of Income tax filed.
8	The bidder must have a deposit account with BIAL for payment of levy / other charges to ensure that there is no delay in adjustment of levy / other charges in the Import applications	Proof of Maintaining a deposit account
9	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.	If any litigation, arbitration cases between themselves and BEML limited then please declare with complete details and upload.  If found that the bidder has not provided the true declaration then BEML reverse the right to cancel the contract and forfeit the EMD / Performance Bank Guarantee forthwith.  Strike the applicable (the point no 9 is applicable / not applicable)



10	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. 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	If relation or relations employed in BEML. Please declare with complete details and upload on SRM portal.  Strike the applicable (the point no 10 is applicable / not applicable)
11	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	Authorization letter to be uploaded.
12	Please upload duly signed with seal an "undertaking letter "as a token of acceptance of all the tender terms and conditions on bidder company 's letter head as per Annexure C	Please print the Annexure C on your Company's letter head and upload the same on SRM portal.
13	The Bidder should not have been referred to BIFR / NCTL or declared "SICK" by any Statutory Authority	A Self certification should be uploaded on SRM portal
14	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.	A Self certification should be uploaded on SRM portal
15	Valid GST Registration	Copy to be uploaded on SRM portal
16	Should have office(s) at Bengaluru	Contact Details and address of offices to be uploaded on SRM portal
17	Compliance certificate	Annexure I to be filled and uploaded.
18	Format for refunding DD / bankers cheque	Annexure J to filled and uploaded if applicable.
19	Dangerous goods regulations (DGR) qualified certificate.	Please attached documentary evidence.

## Note:

- All the terms indicated above form part of tender terms and conditions.
- Above terms are classified as Mandatory and Non-Mandatory for the purpose of technical bid evaluation.
- Service providers not meeting the Mandatory clauses criteria or not uploaded relevant documents sought in the Mandatory clauses. Technical bid of such service providers will be summarily rejected
- 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 per the Mandatory and Informative clauses.

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 3% of the contract value as 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:

Name and signature of the bidder

### Commercial Bid Details Annexure B

- Note: All price bid documents only to be upload in SRM portal - ☐ Items tab for entering total weighed average and upload price bid attachments in ☐ Notes and price attachments.
- Bidder shall enter their quoted rates for each line activities in each lot in Annexure (B1) . In case tenderer is not quoting for all activities, then their offer shall be rejected.
- Further, Bidder shall also enter these details in Annexure (1) (download excel sheet annexure 1 from attachment) to arrive the total weighted average
- The total weighted average arrived against each countries I .e 25 Lots to entered in SRM portal ☐ Item tab ☐ Price respectively.

- **And upload Annexure B 1 and Annexure (1) in SRM portal in PDF format in the Notes and price attachments.**

- Example:

Price Break up sheet		Lot 1		
Country		Japan		
Airports		Tokyo / Osaka		
Currency		JPY		
SL no	Weight Slabs in Kg/ Minimum Charges	Multiplication n factor	Rate per Kg (expect for SI no 01 and 10)	Total value of the activities
		Col: A	Col B	Col C = Col A x Col B
01	Minimum charges on collection of cargo on FOB basis	5		
02	0 to 45	15		
03	46 to 100	20		
04	101 to 250	15		
05	251 to 500	15		
06	501 to 1000	5		
07	1001 to 2000	5		
08	Above 2000	5		
09	Ex works charges per Kg	10		
10	Minimum charges on collection of cargo on Ex works basis	5		
	Total	100		Total of Col C
	Total weighted average			<u>Total of Col C</u> 100



[illegible]

Annexure C  
Authorization letter

Ref :

Date:

To,  
The Asst. 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/consortium members 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, 23/1,4<sup>th</sup> 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 / competent signatory )

Name :

Designation :

Place

Date:

Seal :

Signature &amp; seal of the bidder

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

Sign and Seal of Bidder/ contractor

## Annexure D

### 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 the 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 30<sup>th</sup> 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 being 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.

Sign and Seal of Bidder/ contractor

## Annexure E

## Integrity pact

(To be executed on plain paper and applicable for all tenders of value Rs 1 Crore) INTEGRITY PACT

Pre-contract INTEGRITY PACT is reproduced as below: 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 if there is 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

Sign and Seal of Bidder/ contractor



prices, specifications, certifications, subsidiary contracts, submission or no 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 J-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 take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

### Section 4 – Compensation for Damages

- i. 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.
- ii. 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 Transgression

- i. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- ii. 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 /Subcontractors

- i. The Bidder(s)/ Contractor(s) undertaker(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.
- ii. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and sub-contractors.
- iii. 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 Sub- contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor 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

- i. 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.
- ii. 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.
- iii. 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 Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- iv. 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.
- v. 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.
- vi. 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, shall the occasion arise submit proposals for correcting problematic situations.
- vii. 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.
- viii. 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

- i. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- ii. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- iii. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- iv. Shall 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.
- v. 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)

(Office Seal)

Place-----

Date -----

Witness 1:

Name and address

\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

Name and address

\_\_\_\_\_  
\_\_\_\_\_

-----  
(For & On behalf of Bidder/Contractor)

(Office Seal)

Place-----

Date -----

Witness 1 :

Name and address

\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :

Name and address

\_\_\_\_\_  
\_\_\_\_\_

Sign and Seal of Bidder/ contractor

Annexure F  
FORMAT OF BID GUARANTEE FORM

Note:

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

DATE:

BID GUARANTEE NO:

Ref:

To,

General Manager Corporate Materials BEML Soudha BEML LIMITED

Dear Sirs,

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

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

Wish to participate in the said tender for.....

.....

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

Sign and Seal of Bidder/ contractor

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 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:

Attorney as per power of Attorney No Date:

Sign and Seal of Bidder/ contractor

## Annexure G

## FORMAT OF PERFORMANCE BANK GUARANTEE FOR SERVICE CONTRACT.

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. 100. /-)
3. The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.

-----

Bank Guarantee No..... Dated ..... Amount .....

Valid upto ..... Claim upto ..... The General Manager (...) BEML Limited

.....

.....

.....

M/s ..... (Name of the Service Provider) having their office at..... and 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 BEML) for under mentioned Air freight contract on the terms and conditions in the said agreement.

In terms of the said agreement the Contractor is required to and has agreed to furnish to BEML a Bank Guarantee for a sum of 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 BEML 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 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 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 BEML 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

Sign and Seal of Bidder/ contractor

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 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 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 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 BEML that BEML 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 BEML 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 BEML in writing. This Guarantee is effective from xx/xx/xxxx (date) to xx/xx/xxxx (date) or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of BEML.

This Guarantee will remain valid for a period of 30 months from xx/xx/xxxx (date) to xx/xx/xxxx (date) or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before xx/xx/xxxx (date) or the extended period.

Notwithstanding anything 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) unless extended. 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.

Signature: (Printed Name):  
Designation  
Banker's common sea

Date:

Place:

Sign and Seal of Bidder/ contractor

## Annexure H A G R E E M E N T P R O F O R M A

Contract No. :

This agreement executed on this the ...day of '2017 between M/s BEML Limited, a Central Public Sector Undertaking, incorporated under the Companies Act, 1956 and having its Corporate Office at BEML Soudha, S.R. Nagar, 4th Main, Bangalore – 560 027 [hereinafter referred to as “BEML” which expression shall wherever the context so required or admits mean and include its successors and assignees] of the one part and Contractor M/s.....registered under the Companies Act 1956 and having its Registered Office .....[hereinafter referred to as CONTRACTOR/SEA FREIGHT FORWARDER] which expression shall wherever the context so requires or admits mean and include its successors and Assignees] of the other part, witnesseth as follows:-

1. Whereas, BEML a Mini Ratna Category-1 Public Sector Undertaking, under Ministry of Defence, Government of India, is a leading organization in India, a multi product, Multi technology Company inter-alia offering high quality products and services for various sectors such as, Coal, Steel, Limestone, Power, Irrigation, Construction, Road building, Airport, Railways, Defence and Metro.
2. Whereas, BEML is desirous of appointing a Sea Freight forwarder for arranging Sea freight for all imports of BEML Ltd. from various countries to be received at Chennai (Sea Port) and Inland Container Depot.(ICD),Bangalore and the Sea Freight Forwarder has accepted such appointment by BEML.
3. Whereas, BEML floated Bid Invitation No. xxxxxxxxxxxx Dated XX/XX/20XX, for which the Sea Freight Forwarder submitted its quote. The Service Provider shall furnish within 15 days of the award of the Contract, a Bank Guarantee for Rs. 20 Lakhs as per the format provided by the Company and issued by any Scheduled commercial bank only to ensure satisfactory operation/performance of the contract in favour of the Company.
4. Whereas, Sea Freight Forwarders and their associates, as shown in the Annexure-xxx are carrying on business as Seafreight Forwarder all over the world and the Sea Freight Forwarder is under obligation for freight forwarding, customs clearance, warehousing etc.
5. Whereas, Sea Freight Forwarder have agreed their rates for undertaking the consolidation for Sea consignments between .....to Chennai Sea Port as per Annexure-xxx of rates enclosed and also for the Sea Consignments between .....to Inland Container Depot. (ICD),Bangalore as per Annexure-XX of rates enclosed.
6. As far as possible the sea freight forwarder should engage Indian Flag Vessels/Shipping Corporation of India Vessels.
7. Now this agreement witnesses as follows :
  - i) Duration :  
This agreement shall be deemed to have taken effect from xx-xx-20XX and remains in force till xx/xx/xxxx. This agreement may however be terminated at any time by BEML by giving one month notice to the other in writing. However, the assignment undertaken prior to the termination notice shall be completed by the parties irrespective of termination of the agreement and all the obligations arose till the date of termination shall continue even after the date of termination.
  - ii) The Sea Freight Forwarder at the request of BEML will render the same services at the same rate in case of expiry of contract for spill over period of three months or such other longer periods as required by BEML.
  - iii) This agreement is executed on the specific understanding that the name as mentioned in Annexure-.. are the Overseas Associates of the Contactor. 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.
  - iv) At the instance of BEML, as and when required, the Contractor will undertake the freight forwarding work of any other sectors entrusted at the same contract rate and other terms of the other sector. For the countries which are not covered in contract, rates available in contract for nearest country shall be considered if mutually agreed.
8. During the period of agreement the Sea Freight Forwarder and his foreign associates as mentioned in Annexure-xxx shall render services as per scope of work indicated in detail in the Bid No. XXXXXXXXXXXX Dated XX/XX/XXXX
9. That the Terms & Conditions, Technical Bid, scope of work and all enclosures to Bid Invitation No. 6xxxxxxxxx Dated xx/xx/xxxx and also post Pre-bid meeting Appendix/Annexure/Modified tender as

Sign and Seal of Bidder/ contractor



per CORRIGENDUM to said TENDER shall form part of this contract in addition to whatever terms and conditions stipulated herein. However for ready reference the details are enclosed at Annexure-XX , XX etc

10. For rendering the various services mentioned as per the tender documents (scope of work of Sea Freight Forwarder) the rates agreed shall be as per Annexures attached.

11. BEML reserves the right of concluding parallel contract on the same sector with other Forwarding Agents depending on BEML requirements.

12. All information and documents exchanged between BEML and the Contractor pursuant to this Agreement shall not, under any circumstances, be released by the Contractor to any other third party or to public without prior written consent of BEML. This condition is obligatory for a period of two years from the date of termination of this Agreement without considering the way it happened.

13. The Contractor shall obtain all permits/licences etc. required for the performance of the obligation under this Agreement. The Contractor shall abide by the provisions of all applicable Laws, Rules, Notifications etc.

#### 14. 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.

#### 15. ARIBITRATION

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.

IN WITNESS WHEREOF the parties hereto have executed this agreement in the presence of the witnesses attesting hereunder at :-

For BEML LIMITED  
(Authorized Signatory)

WITNESSES :

- 1)
- 2) .

For CONTRACTOR  
(Authorized Signatory)

WITNESSES :

- 1)
- 2

## Annexure I

### Compliance certificate

Regarding bidders sharing land border with India

- II. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.
- III. "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 process.
- IV. "Bidder 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.
- V. 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 agreement s 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.

I/we have read the clause regarding above terms and conditions regarding restrictions on procurement whether goods, services (including consultancy service and non consultancy services) or works (including turn key projects)

I / We M/s ..... 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 ..... 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 no .....are eligible to participate in this tender.

Sign and Seal of Bidder/ contractor

Annexure J  
Format for refunding of DD / bankers cheque for EMD ( if applicable)

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	

Sign and Seal of Bidder/ contractor