



BEML LIMITED

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

Phone: 080 – 2296 3179, Fax : 080 2296 3283, Email :- office@cpc.beml.co.in

TENDER NOTICE

Bid Invitation No.6300029292

Date: 10/09/2019

Sub: TENDER FOR SERVICE PROVIDER FOR TRANSPORTATION OF SPARE PARTS TO MEET URGENT/IMPORTANT/WARRANTY AND EQUIPMENT BREAK DOWN REQUIREMENTS BY AIR CARGO/SURFACE COURIER.

Tender Closing Date & Time 04/10/2019 & 14.00 hrs

BEML LIMITED invites tender through e-mode in Two bid system (Technical Bid (Part-A) {Pre-Qualification Criteria} – through manual mode, Technical Bid (Part B)) {Qualifying Criteria} and Price bid in e-mode through BEML SRM platform from reputed Service providers having experience with various Govt/PSUs or other large organizations of repute for Transportation of Spare Parts of BEML from KGF, Mysore, Bangalore and Palakkad to BEML Regional, District Offices and BEML suppliers and customers and any part of India, Bhutan and Nepal and vice versa by Air Cargo/Surface Courier in accordance with the enclosed terms and conditions by the due date mentioned above.

All Corrigenda, Addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.in only. Bidders should regularly visit BEML’s websites to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.

Note :- The tender consists of no.79 of pages including this page.

Bidders will be able to view the technical compliance sheets of the competitor after the technical bid opening and price details of competitors after the price bid opening.

Enclosure : as above

Note:- The tender consists of no.79 of pages of RFQ



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Sign & Seal of Bidder/Contractor

TERMS & CONDITIONS

1. This tender is designated as the tender for Service Provider for Transportation of Spare Parts of BEML from KGF, Mysore Bangalore and Palakkad to BEML Regional, District Offices **and BEML suppliers and customers** and any part of India, Bhutan and Nepal & vice versa by Air Cargo/Surface Courier for a period of 2 (Two) years.
2. The tender consists of Two Bid :

Part I -Pre-Qualification Bid – To be submitted manually.
Part II -Technical Bid} through e-mode on BEML SRM System
Part III -Price Bid } through e-mode on BEML SRM System

Technical Bid and Price Bid (Part II and Part III) are to be submitted through electronic mode in the BEML SRM system before closing date indicated in the tender.

Only Pre-Qualification Bid i.e. Integrity pact & EMD amount to be submitted manually before the closing date indicated in the tender.

3. Technical Bid (Part-A) {Pre-Qualification Criteria):

3.1 Part I - Pre-Qualification Bid:

It consist of Demand drafts/Banker's Cheque or Bank Guarantee towards Earnest Money Deposit (EMD) along with duly signed Integrity Pact as detailed below:-

1.Account Payee Demand Draft (DD)/Banker's Cheque of Rs.4.00 Lakhs (Rs. Four Lakhs Only) towards Earnest Money Deposit (EMD) in favour of BEML Limited, payable at Bangalore.

Earnest Money Deposit (EMD):

EMD amount of Rs 4.00 Lakhs can be paid online through NEFT/RTGS or can be submitted in the form of Demand Draft / Banker's Cheque.or Bank Guarantee.

Online Payment of EMD amount can be made as mentioned below:

i) Open the following link:

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

ii) Read the terms & conditions,tick the acceptance box and click on Proceed.

iii) In 'Select State' dropdown, select All India and click on the Go button.

iv) In 'Select Payment Category', select EMD/ Tender Fee.

v) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 4.00 Lakhs.

Please ensure that online payment of EMD amount is made well ahead of the EMD Submission Date & Time mentioned in the Tender.

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Payment of EMD amount through DD / Banker's Cheque or Bank Guarantee :

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque of Bank Guarantee for **Rs.4.00 Lakhs** (Rupees Four Lakhs Only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
- b) The above said Demand Draft DD / Banker's Cheques/Bank Guarantee/ EMD Exemption Certificate shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No.6300029292 dated 10.09.2019, Closing date 04.10.2019 Time 14:00 Hrs** at the top of the envelope. The words "**PRE-QUALIFICATION BID**" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.
- c) An irrevocable Bank Guarantee from schedule commercial bank authorized by RBI to issue a bank guarantee in favour of the purchaser as per format having a validity period of bid validity + 45 days from the date of opening of the tender (Format attached vide annexure--F

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:

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

- d) The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

Dy. General Manager (Corporate Materials)
BEML LIMITED., Room No.2
BEML SOUDHA, 23/1, 4th Main,
S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India

Alternatively it can also be dropped in the Tender Box which is kept in Room No.2, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

- e) Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Note: Bidder shall ensure that their EMD (DD)/EMD /BG Exemption Certificate is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

General Instructions with regard to EMD:

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- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs. 4.00 Lakhs will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after establishment of Contract.
- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, superscribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened **on closing date i.e 04.10.2019 @ 15.00hrs**
- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

Duly signed Integrity Pact (I.P.) **in original** alongwith its enclosure. All pages of Integrity Pact including its enclosure to be signed with company seal by the tenderer. Two witnesses are also required to sign indicating their name and address at the designated place in the Integrity Pact.

Tenderers who are interested to participate in this tender are required to enter into an **"Integrity Pact"**. The Integrity Pact envisages an agreement between the prospective vendor/tenderer and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

Only those vendors/tenderers who have entered into an Integrity Pact with the BEML would be eligible to participate in tendering with BEML. The specimen of the Integrity Pact which is part of tender documents is enclosed at **Annexure-A** and same has to duly filled and signed with seal by the **tenderer on all pages**.

As a part of Pre-Qualification process, tenderer needs to submit the above by post/ courier or by hand before closing date and time of the tender:

The envelope containing above said Tender Fee, EMD and Integrity Pact shall be duly superscribed at the top of the envelope with the **Bid Invitation No. 6300029292 dated 10/09/2019, Closing date 04/10/2019 and Time 14:00 Hrs** and the words **"PRE-QUALIFICATION BID"** to be written in bold letters and sealed. The name and address of the tenderer shall be written on the left hand bottom corner of the envelopes.

Pre-Qualification Bid have to reach the address as mentioned below on or before the closing date & time of the tender.

**The Dy. General Manager,
Corporate Materials
BEML LTD,
BEML SOUDHA,
23/1, 4th Main, S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India**

Sign & Seal of Bidder/Contractor



Alternatively it can also be dropped in the Tender Box which is kept in Room No.2, Ground Floor, BEML Soudha, SR Nagar,Bangalore-27.

4.Those tenders who have not submitted **Pre-Qualification Bid** before the closing date & time of the tender, their tender will be rejected straightway. Also tenders who have submitted tender fee and EMD in the form other than Demand Draft/Banker's Cheque, their tender will also be rejected straightway.

The successful Tenderer has to submit the **Performance Bank Guarantee (PBG) for 10% of the contract value (Approx.Contract Value Rs.200 Lakhs)** executed by any Scheduled Commercial Bank in India authorized by Reserve Bank of India only within 15 Days of award of Letter of Acceptance by BEML. After receipt of PBG, EMD will be returned.

EMD of unsuccessful bidder will be returned after finalization of contract. The deposit towards EMD shall not carry any interest.

The tenderer is advised to carefully go through the terms & conditions of tender before submitting the tender.

5.In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the Tenderer's letter head and upload.

6.Transporters who are presently put on hold, suspended, de-listed, banned or blacklisted by BEML will not be eligible to participate.

7.This tender form is not transferable under any circumstance.

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

9.Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection.

10.The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.

11.Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.

Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital

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Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in.

12.Other Terms & Conditions :

- 3.1 The 'Pre-Qualification Bid' shall be opened at 15:00 hrs in Corporate Office on the tender due date in presence of the tenderers or their authorized representatives who wish to be present. Also Technical Bids shall be opened in the BEML SRM System at 15:00 Hrs on the tender due date. Technical bids of only those tenderer shall be considered for evaluation who are meeting the pre-qualification criteria.
- 3.2 The 'Price bids' shall be opened in respect of only those tenderers who, after technical evaluation are found technically qualified by technical committee constituted for the purpose.
- 3.3 The date & time of opening of Price bids will be conveyed to the technically qualified tenderers separately and will be opened in presence of the tenderer or their authorized representative who wish to be present.

All Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.in only. Bidders should regularly visit BEML's websites to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.

- 3.4 Fax/email quotations are not acceptable.
- 3.5 BEML reserves the right to accept or reject any bid without assigning any reasons thereof.

13.Pre-Bid Meeting :-

- i. Queries from Bidders if any, will be clarified during the pre-bid meeting which would be held on **18/09/2019 at 11.00 AM.**
- ii. The Bidders or their authorized representative are invited to attend Pre-Bid meeting, which will take place at
**BEML LTD.,
BEML SOUDHA,
23/1, 4th Main, S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India**
- iii. The purpose of the meeting will be to clarify issues related to tender and to answer questions on any matter that may be raised at that stage.
- iv. Any queries/clarification/information/details if required by the bidder, the same to be sent to e-mail addresses **cmim@beml.co.in**
- v. The queries will be accepted and entertained upto one day prior to the pre- bid meeting & the decision of BEML on this will be final & binding.
- vi. It is suggested that all the bidders should participate in the pre-bid meeting & obtain all the clarifications before submitting the bids.
- vii. Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder.

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viii. Any modification of the Bidding documents which may become necessary as a result of the pre-bid meeting, shall be made by BEML and the same will be hosted on BEML website.

14. Clarifications to the bidders' queries during the pre-bid meeting and all Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any to the tender, will be hosted on BEML website www.bemlindia.in only. Bidders should regularly visit BEML's websites to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.

All Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any thus issued shall be part of the Bidding documents. Prospective Bidders shall sign the same with seal and upload as a part technical bid.

15. Bidder must ensure that they furnish true information and documents. Bidder found having furnished false information is liable to be rejected as well also forfeiture of his EMD.

16. Return of Earnest Money Deposit (EMD)

- a) **EMD of unsuccessful bidder will be returned after finalisation of contract. The deposit towards EMD shall not carry any interest.**
- b) The Commercially successful bidder has to submit the Performance Bank Guarantee for 10 % of Contract value executed by **any Scheduled Commercial Bank in India authorized by Reserve Bank of India only** within 15 days after award of the contract / from the date of Letter of Intent whichever is earlier for a period of six months beyond the expiry date of the contract. After receipt of PBG, EMD will be returned.

17. Forfeiture of Earnest Money Deposit (EMD)

- a) If a Bidder withdraws / modifies its bid during the period of bid validity.
- a) If the successful bidder withdraw the offer after the tender is submitted/ acceptance of the tender.
- b) If the successful bidder fails to furnish a PBG (Performance Bank Guarantee) for 10 % of contract value within 15 days after award of the contract/ letter of acceptance by BEML whichever is earlier.
- c) If the successful bidder fails to start and perform work in accordance with the instructions given by BEML as per the agreed terms.
- d) After acceptance of the contract, if bidder decides to withdraw any places opted during tendering.
- e) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract.
- f) If the contract is not performed by the successful tenderer to the satisfaction of BEML.

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- g) In case of failure to execute the agreement.

18. TECHNICAL BID (Part B) {QUALIFYING CRITERIA}

Please upload all the technical documents in the Collaboration Folder in the BEML SRM system. Please ensure that **no price details** are mentioned in any of the documents uploaded as part of the Technical Bid. In case price details are found in technical bid, the bid shall be rejected. **Technical Bid (Part-B) is to be uploaded as per Annexure - B along with relevant documents.**

19.SCOPE OF WORK FOR AIR CARGO:

- 19.2 Collection of Consignments from the Marketing Stores, KGF /Mysore/Bangalore/Palakkad and transportation to BEML Regional/District Offices and BEML suppliers and customers and vice versa by Air Cargo.
- 19.3 Transportation of Consignments between KGF, Mysore & Bangalore shall be by road.
- 19.4 Transportation of Consignments between Palakkad & Coimbatore shall be by road.
- 19.5 Transportation by Air Cargo from Bangalore to the destinations as per list given at **Sl. No. 20.12**
- 19.6 Transportation of Consignments from Air Port to BEML Regional Offices and District Offices at various destinations and vice versa as per list given at **Sl. No.20.12**
- 19.7 Transportation of Consignment from Regional offices & District Offices to Regional offices & District Offices and **BEML suppliers and customers** and vice versa.
- 19.8 Furnishing of Air Way Bill details by FAX or E-Mail to the designated Consigners & Consignees of Concerned BEML Office or Project Offices immediately after Air lifting.
- 19.9 Communicating about Consignments arrival, to Consignees & Consignors at designated Concerned BEML Office or Project Offices over phone / E-Mail.
- 19.10 Tenderer shall have on-line facility of tracking the goods movements.
- 19.11 Consignments for Air Cargo mainly consist of Earthmoving Equipment Spare Parts.

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- 19.12 Volumetric weight will be taken into account while lifting the consignment by Air Cargo only and that too for cases where volumetric weight is greater than the actual weight of the shipment. The formulae that will be considered for arriving at **Volumetric Weight is**

$$\text{Weight in Kgs} = \frac{\text{Length*Width*Height (in cms)}}{6000}$$

19.13 **LIST OF PICK-UP ADDRESS & DELIVERY DESTINATIONS**

Pick-up Points	Delivery Points
01. <u>Kolar Gold Fields(KGF)</u> BEML limited. Spare Parts Stores, Marketing Division, BEML Nagar Post, K.G.F -563 115(Karnataka)	<u>Regional Offices(Marketing)</u> 01. Bangalore 02. Bilaspur 03. Chennai 04. Dhanbad 05. Hyderabad 06. Kolkata 07. Mumbai (Ambernath) 08. Nagpur 09. New Delhi 10. Ranchi 11. Sambalpur 12. Singrauli
02. <u>Mysore</u> BEML Limited, Spare parts Stores, Marketing Division, Belavadi Post, MYSORE-570018(Karnataka)	
03. <u>Bangalore</u> BEML Limited, New Thippasandra, BANGALORE – 560 075 and BEML Ltd. BEML Soudha Corporate Office, S.R.Nagar, Bangalore-560027	<u>District Offices(Marketing)</u> 13. Ahmedabad 14. Asansol 15. Bhilai 16. Bhubaneswar 17. Chandrapur 18. Guwahati 19. Jammu 20. Kothagudem 21. Madurai 22. Neyveli 23. Panjim 24. Ramagundam 25. Udaipur 26. Kochi
04. BEML Ltd. Defence & Rail Products Division Palakkad Complex, Kinfra Park, Menon para road,	

Sign & Seal of Bidder/Contractor



Kanjikode East Palakkad, Kerala – 678621	27. Bacheli 28. Vizag 29. Bhopal 30. Hospet
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Note: In addition to the above, the following movements shall also be undertaken

- From Regional Office to District Office
- From District Office to Regional Office
- From Regional/District Offices to KGF, Mysore, Bangalore and Palakkad.

20.12.1 LIST OF ADDRESS OF DESTINATIONS/ DELIVERY POINTS REGIONAL OFFICES(MARKETING)

01. Bilaspur	02. Chennai
BEML Limited, 1-A,Industrial Area, Sirgitti Sector-C,TIFRA, BILASPUR(CG)-495 223 Ph. No.07752-252745	BEML Limited, Flat No.11, No.3, Supriya Estates, Sterling Road,Nungambakkam, CHENNAI-600 034, Ph. No 044-28270792
03. Hyderabad	04. Kolkata
BEML Limited, 3-6-114, Street No.18,Himayat Nagar, HYDERABAD-500 029. Ph. No.040-27240973	BEML Limited, No.35/1A,Taratolla Road KOLKATA-700 088. Ph. No.033-24015286
05. Mumbai	06. Nagpur
BEML Limited, A-100,Additional Ambernath MIDC,Anand Nagar Ambernath East Pin Code-421506, Ph. No.022-22049490	BEML Limited, 33,Cement Road, Shivaji Nagar, NAGPUR-440 010. Ph. No.0712-2248435
07. New Delhi	08. Ranchi
BEML Limited, 422,Patparganj Industrial Area NEW DELHI-110 092 Ph. No.011-22143968,22158656	BEML Limited, 206/D-1,Bhagirathi, (Behind NCC campus) Rameshwaram Colony, Bariatu Road, RANCHI-834 001 Ph. No.0651-2540710
09. Sambalpur	10. Singrauli
BEML Limited, BEML Complex,NH-6,	BEML Limited, PB No.5,Singrauli Colliery,

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Baraipalli Post	SINGRAULI-486 889.
SAMBALPUR-768 006	Ph. No.07805-266668
Ph. No.0663-2521604	
<u>DISTRICT OFFICES(MARKETING)</u>	

11. Ahmedabad	12. Chandrapur
BEML Limited,	BEML Limited,
266-1, Dilbaug Villa,	Mamidwar, Tiles Factory Compound,
Darshan Society Road,	Ghugus Road,
Navrangpura,	Padoli,
AHMEDABAD-380 009.	CHANDRAPUR-442 406(MS)
Ph. No.079-26445523	Ph. No.07172-287230
13. Asansol	14. Dhanbad
BEML Limited,	BEML Limited,
3. Burnpur Road,	Kamal Kunj, Kola kusuma
ASANSOL-713 304.	Saraidhela, Dhanbad-828127
DHANBAD-828 127.	Ph No.0326-2205750
Ph No.0341-2252480	
15. Bhilai	16. Bachel
BEML Limited,	Behind Central Stores of NMDC Ltd.
Room No.22/C, BSP Building,	Depot 5, Bachel-494553 (CG)
Near Ispat Bhavan,	Ph. No.07857-200518
BHILAI-490 001(CG).	
Ph. No.0788-2223882	
17. Bhubaneswar	18. Guwahati
BEML Limited,	BEML Limited,
252/A, Lewis Road	No.11, Hengrabari Road, Dispur
BHUBANESWAR-751 003.	GUWAHATI-781 005
Ph. No.0674-2434427	Ph. No.0361-2232966
19. Jammu	20. Panjim
BEML Limited,	BEML Limited,
62-C, Block D/C,	67-12, Dattaprasad Building,
Gandhi Nagar,	III Floor, M.G.Road,
JAMMU TAWI-180 004.	PANJIM-403 001.
Ph. No.0191-2459437	Ph. No.0832-2420380
21. Kothagudem	22. Ramagundam
BEML Limited,	BEML Limited,
Old Project Planning Dept	Opp:SCCL 11A Mines – GDK, via Manthani

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Near SCCL Corporate Office	(PO), Jallaram - 505184
KOTHAGUDEM-507 101(AP).	Karimanagar Dist. (AP)
Ph. No.08744-245572	Ph. No.08728-248299
23. Madurai	24. Udaipur
BEML Limited,	BEML Limited,
D No.9-4/49	20-B Ucchab Bhavan
Kalainagar, II Main Road	Bedla Road, New Fathepura
MADURAI-625 017.	UDAIPUR-313 001.
Ph. No.0452-2649458	Ph. No. 0294-2452055
25. Neyveli	26. Vizag
BEML Limited,	No.8-45-11 4 th Lane
F4, Dr.Rajendra Prasad Road,	China Waltair Colony
Block 27,	Vizag-530 003
NEYVELI-607 803,	Ph. No.0891-2754608
Ph. No.04142-268517	
27. Kochi	28. Bhopal
No.35/770, Chittoor Road	H-1,Chittod Complex, Ground Floor
Ernakulam South, Zone-1	MP Nagar,Bhopal - 462011
Kochi-682016	Ph. No.0755-2550711
Ph. No.0484-2375138	
29.Hospet	
L-8,KSSIDC Industrial Estate	
Dam Road, Hospet – 583203 Ph. No.08394-230172	

****“SERVICE PROVIDER” shall provide addresses and contact telephone no./Mobile nos./e-mail details of their agents at corresponding destinations in the above list.**

20.13 DELIVERY TIME NORMS FOR AIR CARGO:

Delivery Time: 48 Hrs from Airport to Airport Movement and 72 Hrs where no Airport is available either at booking or delivery destinations. Delivery time is inclusive of cooling time for consignments.

21.SCOPE OF WORK FOR SURFACE COURIER

TRANSPORTATION OF URGENT/ IMPORTANT/ WARRANTY AND BREAK DOWN EQUIPMENT SPARE PARTS of M/s. BEML, MARKETING DIVISION KGF/ MYSORE/

Sign & Seal of Bidder/Contractor



BANGALORE/PALAKKAD TO BEML REGIONAL/ DISTRICT OFFICES AND BEML SUPPLIERS/ CUSTOMERS AND VICE VERSA BY SURFACE COURIER.

21.1 Collection of Consignments from the Marketing Stores, KGF /Mysore/Bangalore/Palakkad, BEML Regional/District Offices and BEML suppliers and customers.

21.2 Delivery of Consignments to any part of India, Bhutan and Nepal (Destinations as per list given at Sl. No.20.12 & Annexure-D on “Door Delivery Basis”. The Destinations are divided into 5 zones and the maximum delivery time is indicated against corresponding destinations.

21.3 Destinations to be covered by Service provider, is as per list given at Sl. No. SI. No.20.12 & Annexure-D. The list is not exhaustive and some more destinations may come into effect as and when new customers are added. Service provider must take into account, the requirement of delivery on “Door Delivery” basis to all consignees at their locations.

At Sl. No.20.12 & Annexure-D, a representative list of pickup and delivery destinations involved frequently in transportation and their addresses are indicated. This is just to give an idea to the Bidders about the scope of work and it will be used to compare bids from various Tenderers. The list at Sl. No. 20.12 & Annexure-D is not exhaustive. BEML reserves the right to get any amount of Spares transported through the SERVICE PROVIDER at finalized rates to any other destinations also as a part of this tender.

21.4 The Service Provider shall also arrange to collect consignment booked from Regional/District/Activity centers, suppliers of BEML and customers to KGF/BANGALORE/MYSORE/PALAKKAD. They will adhere to the same rates/terms and conditions as accepted for dispatch of material from Ex-KGF/Bangalore/Mysore/Palakkad. In case the Service provider charges more than agreed rate, the differential amount will be recovered from their subsequent pending bills/IPBG/PBG.

21.5 The Service Provider will be responsible for collecting and safe handling of necessary documents for transport of consignments. Their representatives will ensure receiving such documents at the time of lifting of consignments. BEML under no circumstances will be obliged to pay or reimburse penalties imposed by Tax Authorities during the transit.

21.6 On 10th of every month the Service provider will submit a report confirming delivery of all the consignments booked up to the last day of previous month. BEML is authorized to deduct the value of consignments and taxes from the current bills of service provider against consignments remain undelivered even after 90 days of lifting. The uncovered amount, if any has to be paid by the Service provider or will be deducted from their future bills/pending bills for payment.

22 In case of Godown Delivery:-

- a) Service Provider should give intimation regarding arrival of Consignment IMMEDIATELY to the consignee as well as to the Concerned BEML Booking Office or Project Office concerned.

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- b) In case the consignments are NOT cleared from the godown, All relevant details shall be furnished to the Concerned BEML Office or Project Office, which has booked the consignment, and also to the Consignee and Consignor on 31st Day by Regd. Post/Courier/Fax/Email.
- c) If no response is received, on 45th day, the consignment shall be automatically handed over to the designated Concerned BEML Office or Project Office under intimation to the Consignor & Consignee.
- d) Under no circumstances Demurrages/Storage charges will be paid to the Service Provider.
- e) Service Providers should accept indemnity Bond co-ordinated by BEML wherever Consignee copy of GC notes could not be produced immediately.
- f) Service Provider shall obtain acknowledgment from the Concerned BEML Office or Project Office for the consignments re-booked and delivered, and produce the same to KGF/Bangalore/Mysore/Palakkad as the case may be.
- g) BEML will reimburse the Service Provider, the additional freight charges incurred for rebooking such consignments from the destinations to the point originally booked at the rates applicable. The bills along with acknowledged copy of GC notes for such re-booking shall be submitted to the Chief of Spare Parts Stores KGF/Bangalore/Mysore/Palakkad as the case may be for further action.

23. Performance Bank Guarantee(PBG) : The successful tenderer shall furnish a Performance Bank Guarantee (as per BEML Proforma) for 10% of contract executed by any Scheduled Commercial Bank in India authorized by Reserve Bank of India only issued preferably within 15 days after award of letter of Acceptance by BEML to ensure satisfactory operation of the contract .The Performance Bank Guarantee should be valid for a period of six months beyond the expiry date of the contract.

23.1 Return of Performance Bank Guarantee: The Performance Bank Guarantee will be returned to the successful tenderer after six months of the expiry of contract and upon there being no claim in full or part thereof on the Service provider.

22.2 Encashment of Performance Bank Guarantee by BEML: -

- i) The Performance Bank Guarantee will be encashed by BEML to the extent necessary if the performance is not satisfactory.
- ii) After acceptance of the contract, if tenderer decides to withdraw any places opted during tendering.
- iii) If there is any breach of terms and conditions of the contract on part of the successful tenderer after award of contract.

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The decision of BEML will be final with regard to the encashment of Performance Bank Guarantee and the extent thereof.

24. Service providers shall ensure that Motor Vehicle Act 1989 and Rules (as may be amended from time to time) and other statutory laws applicable are strictly followed. Vehicles must carry upto date fitness, road permit, insurance, pollution certificate and related documents/ certificates. The Driver should have valid driving Licenses.

25. Octroi and other levies, if any, in respect of destination stations shall be paid by the Service provider and claimed along with the freight charges duly supported by proper original receipts obtained from the authorities identifying the consignments. No other charges such as demurrage, retention, detention, loading / unloading, Hamali, storage charges, cartage charges, door collection, door delivery charges, statistical charges etc., will be paid by BEML under any circumstances. While accepting consignment for transportation, the Service providers should ensure that necessary documents for checkpost are collected so that consignments are not detained enroute. If a consignment is detained enroute by checkpost authorities due to insufficient documentation or any reason and penalty such as, advance tax, compound tax, etc is imposed such payments will have to be borne by the Service providers and consignment to be released and delivered in time and any detention on this account the Service provider would be responsible.

Door Delivery charges will not be paid in any case, if service provider insists for same, same will be paid and will be recovered at our KGF office from pending bills of service provider.

26. Price Bid Validity: should be valid for 120 days (one hundred twenty days) from the date of tender opening.

BEML's acceptance of the tender at the quoted / negotiated rates will be binding on the tenderer during the tenure of contract.

Bidders are advised to take into account all possible factors affecting fluctuations in the market rate, during the contract period.

No request for revision of rates except on account of increase in Diesel price (as per Fuel Price Variation Formulae) will be entertained on any account during pendency of the contract.

27 Validity period of the Contract:

Validity of Contract: The Contract shall remain valid for a period of Two Years (2) from the date of signing of the contract and is extendable for upto one year after successful and satisfactory completion of the contract with the same terms and conditions. The various rates of work approved and work output norms for works finalized, shall remain valid during the period of Contract.

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28.Price Variation Clause

28.1 Surface Courier:-

The rates shall remain firm during the pendency of the contract. Following formula will be applied for admitting revision in contract rates in the event of any increase / decrease in HSD price beyond 5% over **HSD rates prevailing on the date of tendering i.e. as on 10/09/2019** will be taken as a base for finalizing the contract.

The rate of M/s. Indian Oil Corporation, **Chennai** will be taken as basis for calculation for proportionate price variation. If the price increase/decrease in diesel is upto 5%, no increase/decrease will be admitted. Any variation beyond 5% will be admitted to the extent beyond 5%. i.e. e.g. if the increase is 8% the admissible increase will be 3% only.

If the variation is beyond 5% of the base value then for every increase/decrease of Rs.1/Liter, increase/decrease of 5% on rate per kg will be considered.

28.2 Air Cargo :-

Present Fuel Surcharge (FSC) if any, as a percentage of basic rates shall be quoted and the same shall be firm for the contract period including extension if any.

29Business Commitment:-

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

30The successful tenderer/s (henceforth referred as Service provider) shall enter into a **Contract Agreement** on a Rs. 200/- stamp paper within **15 days from the date of issue of letter of acceptance** with BEML embodying the terms & conditions of this tender and other suitable condition as may be laid down by BEML. The agreement shall be valid for two years from the date of awarding contract and with a provision for extension for further period upto one year at the same terms & conditions. The draft agreement (as per BEML proforma) to be signed after finalization of the contract.

All expenses for executing the agreement on stamp paper shall be paid by the Service provider entering into agreement.

31SERVICE PROVIDERS RESPONSIBILITY & LIABILITY:-

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- 31.1 The Service provider shall always be regarded, as an independent Service provider for transportation of consignment and their employees shall not at any time regarded as BEML's employees. BEML shall not be liable / responsible for any damage / loss or injury, if any, caused to the life or property of any person/s by reason of any acts of commission or negligence on the part of employees of the Service provider.
- 31.2 BEML shall not be liable / responsible for the claims, if any, of the employees of the Service provider under Workmen Compensation Act or any other enactments. The Service provider shall keep BEML fully indemnified and harmless always against all claims and proceedings, if any, of his employees or other against BEML.
- 31.3 The Service provider shall be responsible to BEML for the good behavior of his personnel whilst they are in the BEML's premises. Vehicles and personnel of the Service provider entering the BEML premises will be subject to scrutiny, check and other rules framed by BEML, Service provider shall also ensure good behavior with our customer at the time of giving delivery.
- 31.4 The Service provider shall hold BEML harmless and indemnified against all claims for damages (inclusive of legal costs in connections therewith) whether arising in consequences of personnel injury or death (irrespective of whether such claims arises in accordance with the provisions of the latest workmen's Compensation Act or any other Law in force) or to any other property by accident, negligence or otherwise arising out of and in the course of execution of the contract. And if any amount is made payable by BEML, the same shall be met by the Service Provider / if paid the same will be reimbursed to BEML immediately on receipt of a claim from BEML or BEML may recover the same out of any of the amounts due to the Service provider.
- 31.5 During the pendency of the contract, the Service provider will be responsible for the safety of all the persons and BEML's property within the vicinity of the works. If there is any loss to BEML due to the negligence or fault of the Service provider or its employees or representatives the Service provider shall compensate BEML for such loss as assessed by BEML.
- 32 Service provider shall ensure that the vehicles used for transporting consignments are fully compliant with Emission norms & to have the renewed certificate issued by a competent authority.
33. Please note that in absence of the above certificates the subject vehicles will not be allowed to enter / park inside the factory premises / Division of BEML Ltd. This is mandatory requirement for ISO-14000, Environment Management System.
- 34 The Service provider shall comply with / discharge all liabilities towards the Labour employed under the provisions of various enactments such as latest applicable Contract Labour (Regulation and Abolition) Acts and Karnataka Rules etc., and also the provisions of all other laws such as Industrial Disputes Act, Factories Act, Employees State Insurance Act, Employees Compensation Act, Employees Provident Fund Act, Payment of Gratuity Act., Payment of Bonus Act, Minimum wages etc., as may be applicable to the Service provider and shall keep BEML fully indemnified and harmless at all times in

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respect of breaches, if any, of the said laws on the part of the Service provider and or on any other account.

35.BEML shall not be liable for any action direct or indirect that may be instituted by any person or body of persons or Government against the Service providers in connection with the transportation of BEML's consignments entrusted to them for transportation or any consequent liability and the Service providers shall keep BEML fully indemnified in that behalf.

36.The Service provider should provide the valid Driving License & Accident free record of each driver before taking up the BEML consignment for movement.

37.For fragile and sophisticated equipments / Instruments, special care has to be given.

38.The SERVICE PROVIDER must provide all aids that would be necessary for carrying of spares with proper care, including protection from vagaries of weather such as rains.

39.Provision for on-line tracking of consignment shall be available.

40.Transit safety of goods:-

It shall be the responsibility of the Service provider to ensure the safety and security of the consignment entrusted to him for carriage and to effect delivery to the designated consignee in the same sound condition in which it was handed over to him and within the prescribed time. The Service provider shall be liable to pay for any loss or damage on account of non-delivery/short delivery of the consignments. Timely delivery is the essence of the contract.

The Service provider should furnish the monthly status report of undelivered/godown delivery consignments to BEML/Consignors without fail before 10th of every month for the previous month transaction. Alternately transporter shall have suitable e-POD facilities to enable BEML.

Goods loaded in the vehicles should be fully protected by covering it properly, wherever required, by the Service provider. The Service provider has to take necessary steps to prevent loss, damage or deterioration of the consignment while in his custody and he will be liable to make good any loss due to theft, pilferage or non-delivery as also any damage caused due to his failure. Any destruction / deterioration /loss/damage caused to the consignments entrusted to the Service provider for transportation, be it due to whatever reason, shall be made good by the Service provider to BEML. Further, the Service provider shall hold the goods entrusted to them for carriage as BAILEE and accountable thereof accordingly.

Wherever stores are booked by the Vendors/Suppliers addressed to "SELF" it shall be the responsibility of the Service provider to hold such consignments safely and securely till they are informed of the availability of the consignee copy of the Goods consignment Note with BEML and

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arrange delivery of such consignments at BEML's premises free of storage or any other charges. The freight charges for such consignments shall be paid only at the contract rate, notwithstanding any freight amount indicated in the G.C. Note. The Service provider shall also not collect storage charges on self consignments. In case of urgency the Service provider should handover self consignments on request and G.C. note will be surrendered as early as possible.

The Service provider shall also not to collect storage charges on other self consignments which are not covered by the Contract, for a period of 45 days from the date of arrival of goods at the destination. For whatsoever reasons the consignments should not be detained but should be delivered to Stores.

The Service provider are liable for any loss or damage caused to BEML until the consignment is safely delivered. In case of short delivery/damages in transit, the Service provider should issue Certificates on their Letter Head to BEML at the time of affecting the delivery. In case of open delivery the Service provider Representative should sign on the format of BEML, with their official seal which is a final document for settlement of claim by BEML's underwriters immediately and BEML's underwriters prefer the claim on the Service provider at a later date and it is binding on the part of the Service provider to settle the claim within a reasonable period.

Any claim made by BEML arising under this contract to be settled and paid by the Service provider within fifteen days from the date of lodging claim and if there is any delay in settlement of claim interest at the rate of 20% per annum to be paid by Service provider.

BEML's decision will be final where the materials transported are damaged and the amount of compensation payable in such cases as determined by BEML for the value of damaged / lost item is to be paid by crossed Demand Draft to BEML while submitting bill. Further, the Service provider shall be held as trustee of the consignment entrusted to him for transportation and accountable thereof accordingly. Service provider is responsible for safe delivery of consignments at assigned site and should the Service provider's vehicle meet with an accident causing loss, damage, injury or death to his or other vehicles' property or people the responsibility shall be entirely Service provider's and Service provider alone is responsible for settling all claims and or liabilities arising therefrom.

41.COMPENSATION FOR DAMAGE:

a) Any loss or damage of BEML consignments/spares while in the custody of the SERVICE PROVIDER shall have to be made good by the SERVICE PROVIDER.

b) The SERVICE PROVIDER will be held responsible and the SERVICE PROVIDER has to repair damages and/or compensate for injuries / losses.

i) If there is damage caused to any property of a third party,

or

ii) If injury / loss occurs to any person because of any lack of proper precaution on the

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part of the SERVICE PROVIDER.

- c) In case BEML has to incur any expenditure to repair such damages or to compensate for such injuries/losses the amount plus five percent (5%) processing charge, will liable to be recovered from the dues of the SERVICE PROVIDER/ IPBG/ PBG.

42.Delivery of Goods: -

The Service provider should have their own Office/Warehouse at BEML designated unit location. They themselves should deliver the consignment/s in their own G.C. note. In case the Service provider do not deliver the consignment/s themselves, but deliver the same through their Associates, no freight charges will be paid to the Associate by CASH and any extra expenditure incurred in collecting the consignment will be recovered from the Service provider's bills. The consignment should accompany with TWO copies of the G.C. note for Delivery.

The Service provider shall not have any lien on the goods entrusted to them for carriage and delivery of the goods to the Company/Authorized representative shall not be withheld by the Service provider on any ground whatsoever. In the event of such non-delivery the Service provider shall be liable for damages / losses caused to the Company. If the Service provider collect any consignment from the BEML suppliers after the date of expiry of the Contract, he shall not withhold such consignments and deliver the consignments at BEML. In such cases Service provider will be paid only as per last/previous contract rates.

43.Payment of SERVICE PROVIDER'S Bills:

- i) BEML will pay at approved rates to the SERVICE PROVIDER for the work awarded to the SERVICE PROVIDER after satisfactory delivery.
- ii) The SERVICE PROVIDER shall submit the bills to the Stores Chief of booking divisions, i.e. BEML, KGF/ Mysore / Bangalore/Palakkad immediately along with proper Air/Surface consignment acknowledgements (Proof of Delivery) from the consignee indicating time and date of delivery of each consignment. e-proof of delivery(e - POD) is acceptable. Scanned copy e-POD of the same to be furnished.

For the dispatches made from Regions/District offices/Activity Centers/Vendors (Suppliers), the concerned receiving division, Marketing accounts Chief shall arrange for payments based on the proof of receipts. In case inter region /within region the consignor shall arrange payment at the rates indicated in the contract.

- iii) Payment will be made within 60 days from the date of receipt of Bills, with acknowledged copy of the Goods Consignment Note or e-POD. Bills will not be

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honoured without producing the acknowledged Air/Surface consignment note from the consignee / scanned copy of e-POD.

- iv) The payment will be made against production of above documents on monthly basis.
- v) While making payment of SERVICE PROVIDER's bill(s), from the gross amount of each bill passed for payment, there will be
 - Service Tax will be applicable as per the service tax act at the point of incidence.
- vi) The Service provider shall be responsible to ensure collection of documents such as delivery challan, packing list, GST invoice (duplicate for Service provider Copy) pertaining to the consignments transported from BEML Vendors to avoid any problems en-route. All the above documents should be delivered along with the consignments.
- vii) In the event of non-delivery of the GST invoice (duplicate for Service provider copy) handed over by the Vendor along with the consignments, the amount will be recovered from the Service provider, if there is any loss of GST Credit to BEML. Besides a penalty of Rs.250.00 or 5% of actual freight per consignment whichever is higher will be recovered from the Service provider Bills.
- viii) Freight charges for each consignment will be paid by BEML / consignee and the same will be specified in the work order. Work orders placed within the currency of the contract will be valid for executions as per this contract.
- ix) Payments will be made subject to recovery of any tax levied as per rules prevailing during tenure of contract.
- x) In case of Inter Division materials movement, Consignor will be the payment making authority.
- xi) The freight charges for each consignment will be paid only at the contract rates / agreed rates on special cases. No supplementary bills will be entertained in this connection.

44.Provisions for Penalty:

44.1 Recovery from EMD/PBG:

BEML reserves the right to forfeit or adjust the whole or any part of the IPBG/PBG under the following situation:

For any money due to BEML that cannot be recovered by the pending bills of the SERVICE PROVIDER, As a measure of penalty, if:

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- a) The SERVICE PROVIDER fails to execute the Agreement required by him in pursuance of this Tender
- b) The SERVICE PROVIDER withdraws from the Contract during the period of validity of the Contract.
- c) The SERVICE PROVIDER fails to carry out the works ordered by BEML within the specified time frame.

44.2 In case of any such incidence of forfeiture and / or adjustment of the **IPBG/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.

44.3 On account of Delay in Execution : In case the SERVICE PROVIDER fails to deliver the spares within the time frame shown in **SI. No.20.12 & Annexure-D** a penalty will be levied as per the table below for the delayed deliveries' deducted from the Bill amount. Deduction is subject to a maximum of 50%.

Sl.No	Delay in Delivery by	% of Penalty
01	01 Day	3%
02	02 Day	5%
03	03 Day	8%
04	04 Day	12%
05	05 Day	16%
06	06 day	20%
07	After 06 th day penalty will be applicable @ 5% per day in addition to 20% subject to a maximum of 50%. total freight for the delayed deliveries will be levied or deducted from the Bill amount.	

44.4 On Account of Refusal to undertake a work: Cases of refusal to accept any Consignment by a SERVICE PROVIDER will be reviewed by BEML, and action may be initiated for rescinding of Contract &/or blacklisting of the SERVICE PROVIDER. In either case, the IPBG/PBG will be en-cashed.

44.5 Even if the goods are delayed en-route for any valid reasons beyond the Service provider control and the goods are not delivered at the destination within 30 days from the date of dispatch, the Service provider bill will not be paid.

44.6 In addition to the above, any extra or consequential expenses incurred by BEML due to non-placement of vehicle, shall be recovered from Service provider's outstanding bills/ /PBG.

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

44.8 In addition to the above, if BEML is levied Liquidated Damage

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(LD) charges by their customer *due to delay in delivery by Transporter*, then same amount shall be recovered to the extent of delayed period on account of transportations from transporter's outstanding bills /PBG. After recovery of amount from PBG, Transporter has to bring back the PBG value back to its original value i.e. 10% of contract value within 15 days.

44.8 In the event of any penal action as mentioned above, being adopted, the SERVICE PROVIDER shall have no claim for compensation for any loss sustained by him / her by reason of his / her having purchased or procured any materials or entered into arrangement or made any advance on account of or with the view of the execution of the work or the performance thereof.

44.9 BEML shall be at liberty to terminate the Contract after giving notice of 15 days in writing to the SERVICE PROVIDER under following circumstances:-

- a) If any fraud or fraudulent motive is detected in the SERVICE PROVIDER's action with BEML and/or
- b) If the SERVICE PROVIDER demands undue charges not stipulated in the Contract and/or
- c) If any person connected with BEML or any official drawing salary from BEML becomes in any way interested in the Contract and/or
- d) If the SERVICE PROVIDER himself or any of his servants be guilty of fraud or attempted fraud in connection with the Contract or offer any bribe to any person connected with BEML or to an official drawing salary from the BEML and/or
- e) If the SERVICE PROVIDER employed any outside agent or sublets the contract or any right to payment there under without the consent in writing of BEML and/or,
- f) If in the event of any deduction is being made from the SERVICE PROVIDER's /PBG, the SERVICE PROVIDER fails to make good of the payment of such deduction within the time frame specified and/or.
- g) If the SERVICE PROVIDER becomes insolvent or applies for relief as insolvent debtor and/or,
- h) In case the SERVICE PROVIDER winds up business or if the SERVICE PROVIDER is a partnership Firm and it is dissolved or reconstituted, and/or,
- i) If the SERVICE PROVIDER defaults or fails to comply with any of the terms and conditions set forth in this Contract.

In all the above cases, the SERVICE PROVIDER shall pay to BEML, in addition to any sum or sums of money which the SERVICE PROVIDER may be liable to pay under the provisions herein before stated, such sum as BEML may decide to be reasonable compensation for loss or inconvenience caused.

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45.Fall Clause: During the tenure of contract the approved Service provider should not undertake any load within the purview of this contract at a lower rate / charges as agreed with BEML to any of the BEML customers. In case it is found BEML reserves the right to recover such excess amount from the Service providers bill / bills including from the previous bills and may be liable for cancellation of the transportation contract as well as encashment of the Performance Bank Guarantee.

46.APPROPRIATION: BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contactor under this contract or any other contract including contracts with other divisions BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contactor under this contract or any other contract including contracts with other divisions of BEML. Should 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 Service provider shall pay BEML the balance due. BEML shall also be entitled to recover any amount due to them from the Performance Bank Guarantee executed in lieu thereof.

47.Termination of Contract: -

1. Should there be any default on the part of the Service provider in the satisfactory execution of the transport contract and if the performance continues to be unsatisfactory inspite of two written warnings, the transport contract is liable to be terminated without any further reference to the Service provider at the absolute discretion of BEML in addition to the levy of penalty / recovery of extra expenses incurred for making alternate arrangements and also the **Performance Bank Guarantee** will be en-cashed as per absolute discretion of **Chief of Stores of Respective Division/(Chief of Regional/District offices in case of marketing/services deptt).**
2. Notwithstanding anything stated in this contract, the **Chief of Stores of Respective Division/(Chief of Regional/District offices in case of marketing/services deptt).** will have the right to terminate the contract without notice and without assigning any reason, if he is of the opinion that the Service provider is negligent in rendering services in terms of this Contract or the services rendered are not satisfactory.

48.FORCE MAJEURE:

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

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time

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sought by the Service Provider along with supporting evidence and so granted by the BEML for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

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

49 ARBITRATION:

Applicable for Govt. / PSU Company (added)

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

Applicable for other than Govt. / PSU Company (added)

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the 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 thereunder. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.)

Shipping/Stores Department of BEML Bangalore Complex/ KGF / Mysore/ Palakkad will be the deciding authority as regards the satisfactory performance or otherwise of the contract.

In case of dispute as regards the satisfactory performance or otherwise of the contract, the decision of the **Chief of Stores of respective Division / Regional Office / District Office** ” shall be final and legally binding.

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All disputes and differences arising out of or in any way concerning the contract whatsoever shall be referred for decision to “**Chief of respective Division**”, whose decision shall be final and binding on all parties.

50.JURISDICTION: In respect of all matters arising out or pertaining to this tender and the contract coming into existence on acceptance thereof, the cause of action shall be deemed to have arisen only at BEML. All legal proceedings pertaining to the said contract shall be instituted in courts having territorial jurisdiction over the place where the registered office of BEML is situated, i.e. at Bangalore and no other court shall have the jurisdiction.

51.BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reason.

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Annexure A

(To be executed on plain paper and applicable for all tenders of value \geq Rs 1 Crores)

INTEGRITY PACT

Between

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

and

.....hereinafter referred to as “The

Bidder/Contractor”

Preamble

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

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- (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 be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

Sign & Seal of Bidder/Contractor



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

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

- (1) 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.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes

Sign & Seal of Bidder/Contractor



corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

Section 8 – Independent External Monitor / Monitors

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

Section 9 – Pact Duration

Sign & Seal of Bidder/Contractor



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

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

Signature

Signature

Name -----

Name -----

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1 :

Signature

Signature

Name & Address -----

Name & Address -----

Witness 2:

Witness 2:

Signature

Signature

Name & Address-----

Name & Address -----

Sign & Seal of Bidder/Contractor



TECHNICAL BID (Part-B) {QUALIFYING CRITERIA

(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 blank space provided for the purpose in the tender document. All the documents being uploaded by the tenderer, to be self certified with seal.

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

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

If tenderer is not complying for these clauses or not uploaded required documents, the bid will be rejected straight way.

Sl No	Particulars	To be Filled and documents to be uploaded in PDF format wherever required
1	Constitution of Company i.e. (Proprietor/ Partnership / Pvt. Ltd./ Limited/ Other) Please upload Certificate of Incorporation / Registered Partnership Deed / Article of association applicable based on type/ nature of company:	Please indicate details and also upload self certified required documents. 1.----- ----- 2.----- -----
2	Registration with the Indian Banker's Association.	Please upload self certified copy of the Valid Certificate which is in force.
3	The Organization / partner shall have a minimum three years of past experience during last five year i.e. 01/05/2014 onwards with large undertakings, with Govt. and Public Sector undertakings or other large Organizations of repute in transporting engineering goods / electronic items Satisfactory Performance certificate(s) in support of three years of past experience during last five year i.e. 01/05/2014 onwards for transportation to be issued by an authorized	Please upload the following in support of preceding three years of past experience: Self Attested Satisfactory Performance certificate(s) indicating clearly period of contract(s) and details of transportation work carried out in respect of engineering goods / electronic items . Period of contract(s) in Performance Certificate(s) must cover 3 years of past experience during last five year i.e. 01/05/2014 onwards .

Sign & Seal of Bidder/Contractor



	<p>officer of the Institutions /Customers on their company letter head indicating clearly period of contract(s) and details of transportation work carried out in respect of engineering goods / electronic items</p> <p>Period of contract(s) in Satisfactory Performance Certificate(s) must cover 3 years of past experience during last five year i.e. 01/02/2014 onwards.</p>	
4	<p>The tenderer must have Branch Offices with telephone/Mobile/email/fax at Bangalore, Mysore, KGF & Palakkad and should able to issue his own GC notes. <u>(Tenderer shall have office atleast within a radius of 60 kms from above indicated places) –Tenderer must upload addresses for above 04 Branch offices as per Exhibit – A1.</u></p>	<p>Please upload duly filled Exhibit – A1 with sign and seal.</p>
5	<p>Tenderer’s average annual turnover for the last three financial years (i.e. 2016-17, 2017-18 and 2018-19) shall not to be less than Rs.30 Lakhs.</p> <p>Example :-</p> <p><u>Turn over (Rs. Crores)</u></p> <p>2016-17: A</p> <p>2017-18: B</p> <p>2018-19 : C</p> <hr/> <p><u>(A+B+C) ≥ Rs.30 Lakhs</u> 3</p>	<p>Please indicate below the details: <u>Turn over (Rs. Crores)</u></p> <p>2016-17:-----</p> <p>2017-18:-----</p> <p>2018-19 :-----</p> <p>(Figures should be indicated above for year wise as appearing in Audited financial statements).</p> <p>Upload Self certified “summary of Balance Sheet and Profit & Loss Statement” for the above three financial years.</p>
6	<p>Please upload duly signed with seal an “Undertaking letter” as a token of acceptance of all the tender terms and conditions on bidder’s letter head as per Annexure – C</p>	<p>Please print the text as per Annexure - C on your letter head and upload the same duly signed with seal by the bidder.</p>
7	<p>Authorized signatory for the tender shall be the person holding ‘Authorization Letter from bidder on behalf of the firm/company/bidder-concerned who is authorized/empowered to act on behalf for the specific purpose and same to</p>	<p>Authorization Letter to be uploaded</p>

Sign & Seal of Bidder/Contractor



	be uploaded	
8	Income Tax PAN Number	Upload self certified copy of PAN card.
9	Latest annual Income Tax returns filed and duly acknowledged by the IT department	Upload self certified copy of Income Tax returns filed during 2018-19 (FY)
10	Service tax Number	Upload self certified copy of Service tax Number
11	Bank account numbers with Banker's Name, Address & Contact Number:	Please mention following: Bank A/c no. ----- Bank Name: ----- Bank Address: ----- ----- IFSC Code No. ----- Phone No. -----
12	Tenderer to indicate ODA(Outside Delivery Area) / Non ODA against destinations indicated in tender notice as per Annexure-D and if it is ODA then distance to be indicated from their Nearest Branch Office and the same to be submitted along with Technical Bid(Part B)	Annexure-D, to be filled and the same to be submitted along with Technical Bid (Part B). If there is no ODA locations for the bidder, then need not submit Annexure-D and need not to quote for ODA charges.

NOTE: All the terms indicated above form part of tender terms and conditions. Above terms are classified as Qualifying Criteria for the purpose of Technical Evaluation of bids only.

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

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

I / We agree to remit 10 % of contract value as Performance Bank Guarantee from an Indian Public Sector Bank within 15 days after award of contract/ from the date of Letter of Intent, whichever is earlier.

I/We agree for Price Bid Validity for 120 days (one hundred twenty days) from the date of tender opening.

Sign & Seal of Bidder/Contractor



I / we hereby confirm that we have gone through and understood the complete tender terms and conditions **including all its Annexures, Exhibits etc** along with its **Corrigenda, addenda, Amendments, Clarifications etc if any to Tender** and accept the same in to-to..

Place:

Date:

**(Signature of the Bidder)
Full name with seal**

DISCLOSURE CLAUSE FOR INFORMATION

<p>1</p>	<p>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.</p>	<p>If relation or relations employed in BEML. please declare with complete details and upload. If nothing is declared then it will be presumed that there is no relation / relations employed in BEML.</p>
<p>2</p>	<p>In case any Person / Persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the letter head and upload. If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract and forfeit the EMD/ Performance Bank Guarantee forthwith.</p>	<p>If any litigations, arbitration cases between themselves and BEML Ltd, then please declare with complete details and upload. If nothing is declared then it will be presumed that there is no litigations, arbitration cases.</p>

Sign & Seal of Bidder/Contractor



Annexure - C

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

To,

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

Sub:- Undertaking with respect to Bid Invitation No.6300029292

Dear Sir,

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

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

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

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions **including all its Annexures, Exhibits etc** along with its **Corrigenda, addenda, Amendments, Clarifications etc if any to Tender** and accept the same in to-to. As a token of acceptance I / We have signed and affixed seal on each and every page of tender document (**from page no.1 to 79 plus** and all **Corrigenda, addenda, Amendments, Clarifications etc if any to Tender** and same is uploaded on BEML SRM System.

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

Place:

Date:

**(Signature of the Bidder)
Full name with seal**

Sign & Seal of Bidder/Contractor



Exhibit – A1

BRANCH OFFICE DETAILS

Sl. No	Location	Full Postal Address along with pin code	Contact Details (Name, Mobile No/ Phone no & email id)
1.	Bangalore		
2.	KGF		
3.	Mysore		
4.	Palakkad		

Note: The Tenderer must have their own branch at above locations indicated in the table at the time of tender submission. **(Tenderer shall have office atleast within a radius of 60 kms.)**

Place:

Date:

**(Signature of the Bidder)
Full name with seal**

Sign & Seal of Bidder/Contractor



Annexure-D

SURFACE COURIER - DELIVERY DESTINATIONS AND MAXIMUM DELIVERY TIME

Sl. No.	Destinations	Maximum Delivery Time-Days (Excluding date of lifting consignment & including date of Delivery) from KGF /Mysore/Bangalore	Pincode	Please indicate ODA / NON ODA	If ODA please indicate distance in KMS from your nearest branch office
Nepal					
1	Kathmandu	10	44600		
BHUTAN					
1	BHUTAN	10	11001		
2	PHUNTSOLING	10	734001		
<i>NORTHERN ZONE DESTINATIONS (List No.1)</i>					
NEW DELHI					
1	NEW DELHI	8	110001		
2	NTPC PARVADA	8	531020		
3	MEERUT	8	250001		
4	GHAZIABAD	8	201001		
HARYANA					
1	FARIDABAD	5	121001		
2	PANIPAT	5	132103		
3	GURGAON	5	122001		
JAMMU & KASHMIR					
1	BARAMULLA	10	193101		
2	CANAL ROAD	10	180001		
3	JAMMU BEML	9	180004		
4	SHRINAGAR	9	190001		
PUNJAB					
1	BHATINDA	7	342027		
2	CHANDIGARH	7	160017		
3	NAYANANGAL	7	140126		
4	ROPAR	7	140001		
5	PATHANKOT	9	145001		
6	SHAHAPUR KANDI	7	140126		
7	NANGAL TOWNSHIP	7			
RAJASTHAN					
1	BHILWARA	7	311001		
2	CHITORGARH	7	312001		

Sign & Seal of Bidder/Contractor



3	GARH	7			
4	KHETRI NAGAR	7	333504		
5	KOTA	7	324001		
6	LAKERI	7	323603		
7	NAHOLI	7	305002		
8	RAJNI MARBLES	7			
9	SIROHI	7	307001		
10	UDAIPUR, BEML	6	313001		
11	JAMKATARA MINES	6	313015		
12	KAWAI	6	321602		
13	GIRAL	6	344001		
14	JHALAWAR	6	326001		
15	CHHABRA	6	325220		
16	BARMER	6	344001		
17	BIKANER	6	334001		
18	Suratgarh	6	335804		
UTTAR PRADESH / UTTARKAND					
1	ALLAHABAD	7	211002		
2	ALLIGARH	7	202001		
3	LUCKNOW	7	226001		
4	AMBEDKARNAGAR	7	224122		
5	DHARCHULA	7	262545		
6	GAUTHAM BUDH NAGAR	7	201301		
7	GAZIABAD	7	201002		
8	HARDWAR	7	247662		
9	MEERUT	7	250001		
10	PANKI	7	208020		
11	PARICHA	7	284305		
12	RAEBARELI	7	229001		
13	RAMPUR	7	224901		
14	RISHIKESH	7	249201		
15	TEHRI	7	249001		
16	JHANSI	7	284001		
SOUTHERN ZONE DESTINATIONS (List No.2)					
ANDHRAPRADESH					
1	ADILABAD	4	504001		
2	ANANTHAPUR	4	515001		
3	BELAMPALLI	4	504251		
4	CUDDAPAH	4	516001		
5	GODAVARIKHANI	5	505209		
6	GOUTHAMKHANI	5			

Sign & Seal of Bidder/Contractor



7	HYDERABAD, BEML	3	500029		
8	IBRAHIMPATNAM	4	521456		
9	JAGGAYYAPET	5	521175		
10	JYOTHINAGAR	4	505215		
11	KOTHAGUDEM, BEML	5	507101		
12	KURNOOL	4	518001		
13	MADHARAM	5	509320		
14	MAMIDADA	5	533344		
15	MANUGURU	5	507117		
16	MEDAK	4	502110		
17	MEDCHIL MANDAL	4	501401		
18	NALGONDA	4	508001		
19	NANDYAL	4	518501		
20	NELLORE	4	524101		
21	ONGOLE	4	523001		
22	RAJAMUNDRY	4	533101		
23	RAMAGUNDAM, BEML	5	505184		
24	RAMAKRISHNAPURA	5	500056		
25	SRIKAKULAM	4	532001		
26	TANDUR	4	501141		
27	TIRUPATHI	4	517501		
28	VIJAYAWADA	3	520001		
29	VISHAKAPATNAM, BEML	4	530003		
30	YELLANDU	4	507123		
31	VENKATESHKHANI	4	507103		
32	YERRAGUNTLA	4	516309		
33	KONDAPALI	4	521228		
34	KOTHAGUDAM	5	507101		
35	NELGONDA	4	508001		
36	JAGGAYYAPET	4	521175		
37	Bellampally	4	504251		
38	Bhoopalpally	4	506169		
39	Srirampur	4	533296		
40	YELLANDU	4	507123		
41		4			
KARNATAKA					
1	BAGALKOT	3	587101		
2	BANGALORE, BEML	1	560027		
3	BELGAUM	3	590001		
4	BADRAVATI	3			
5	BELLARY	3	583101		
6	CHENNARAYAPATNA	3	562137		
7	CHITRADURGA	3	577501		

Sign & Seal of Bidder/Contractor



12	JAM NAGAR	6	361006		
13	KADIA	6	370670		
14	KHEDA	6	388225		
15	KUTCH	6	370001		
16	KODINAR	6	362720		
17	MITHAPUR	6	361345		
18	PIYAJ VILLAGE ROAD	6	382721		
19	RADHAMPUR MESHA	6	385340		
20	RAJAPIPLA	6	393145		
21	SUBARMATI THERAM	6	380005		
22	TANKALESHWAR	6	390001		
23	UKAIDAM	6	394680		
24	VADODARA	6	390001		
25	PANANDHRO	6	370627		
26	TUNDA-MUNDRA	6	370435		
27	RAJULA	6	365560		
28	WANAKBORI	6	388235		
29	SIKKA	6	361140		
30	MATANOMADH	6	370620		
31	RAJPARDI	6	393115		
MAHARASHTRA					
1	AMBARNATH	5	421501		
2	CHANDRAPUR, BEML	5	442406		
3	DEEP NAGAR	4	425307		
4	NAGPUR, BEML	4	440010		
5	BARVAI	5	410221		
6	DHARAMPETH	5	440010		
7	KARAD	5	415110		
8	KIRKEE	4	411003		
9	KOLHAPUR	4	416001		
10	MUMBAI, BEML	3	400028		
11	PADAMPUR	4	335041		
12	PUNE	3	414001		
13	SHARANPUR	5	247001		
14	SILEWARA	5	440001		
15	SOLAPUR	4	413001		
16	SULWADE	5	425406		
17	TADALI	4	442406		
18	THANE	4	400610		
19	UMRER	4	441203		
20	KAMPTEE	4	441002		
21	KOPARGAON	4	423601		
22	DAHANU	4	401601		

Sign & Seal of Bidder/Contractor



23	PARLI	4	431515		
24	NASHIK	4	422001		
25	TIRODA	4	441911		
26	KOPARGAON	4	423601		
MADHYA PRADESH					
1	CHAMPA	7	482005		
2	DAMOH	7	470666		
3	CHAMPA	7	482005		
4	DAMOH	7	470666		
5	GEVRA	5	495454		
6	KORBA	5	495677		
7	MANDELESHWAR	7	451221		
8	NEEMUCH	7	458441		
9	NEMAWAR	7	455339		
10	RAIPUR	7	492001		
11	JABLPUR	6	482001		
12	MALANJKHAND	6	481116		
13	SINGRAULI	8	486889		
14	REWA	8	486001		
15	RAJAHARA	7	822110		
16	KATANI	7	483501		
17	BELPAHAR	7	768218		
18	SUHAGPUR	6	461771		
19	JAMUNA KOTMA	6	484444		
<i>EASTERN ZONE DESTINATIONS (List No.4)</i>					
BIHAR					
1	GHATOLAND	7			
2	HAZARIBAGH	7	825301		
3	JEALGORA	7	828110		
4	KATHARA	7	829116		
5	RAJMAHAL	8	816108		
6	RAJARAPPA	7	803101		
7	TUNDU	7	828128		
ORISSA					
1	ANGUL	7	759122		
2	BALANDE	7			
3	BARDBAHAL	7			
4	BEHRAMPUR	7	760002		
5	BOLANI	7	758037		
6	CHATRAPUR	7	761020		
7	KALINGA	7	762022		

Sign & Seal of Bidder/Contractor



8	KEONJHAR	7	758001		
9	KORAPUT	7	764056		
10	LAMTIBAHAL	7	768230		
11	PARADEEP	7	754142		
12	SIKHI COAL PROJECT	7			
13	SUNDERGARH	7	770001		
14	TALCHER	7	759100		
15	BELPAHAR	7	768218		
16	IB VALLEY	7	768216		
17	BUBANESHWAR	6	751001		
18	ROURKELA	6	769001		
19	SAMBALPUR	7	768006		
20	SOUTH BALANDA	7	759116		
21	ROURKELA	7	769001		
22	TISCO SUKINDA	6	755018		
23	NALCO DAMANJODI	7	763008		
24	ACC BARGARH (Dist.)	6	768038		
25	BARBIL	7	758035		
26	DUNGRI	6	396375		
27	BASUNDHARA	6	207301		
			755001		
28	JAJPUR (Dist.)	6			
29	ASANSOL, BEML	7	713304		
30	BURNPUR	7	713325		
31	KOLKATA, BEML	7	700088		
32	NEAMATPUR	7	713359		
33	SONEPUR BAZARI	7	767017		
34	ECL, RAJMAHAL (JHARKHAND)	8	816108		
35	DURGAPUR (SAIL,DPL,FSNL ETC)	7	713201		
36	ECL, MUGMA (JHARKHAND)	7	828204		
37	ECL, SP MINES CHITRA (JHARKHAND)	8	713333		
38	ECL, KAJORA AREA	8	713338		
39	ECL,PANDAWESHWAR AREA	8	713346		
40	ECL, KUNUSTORIA AREA	8	713346		
41	ECL, SODHPUR	8	700110		

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42	ECL, KENDA AREA	8	713342		
43	ECL, UKHRA REG WORKSHOP	8	713363		
44	ECL, SALANPUR AREA	7	713357		
45	ECL, SATGRAM AREA	8	713383		
46	ECL, BANKOLA AREA	8	713346		
47	EMTA, TARA	8			
48	EMTA, PAKUR (JHARKHAND)	9	816104		
CHATISGARH					
1	BACHELI, BEML	9	494553		
2	BILASPUR, BEML	7	495223		
3	BHILAI	7	490001		
4	KORBA	9	495677		
5	Bhatgaon	9	497235		
6	Chirimiri	9	497449		
7	Hasdeo	9	495677		
8	Bisharampur	9	497226		
9	Raigad Chaal	9	410203		
JHARKHAND					
1	BOKARO BEML	8	828404		
2	DHANBAD BEML	8	828127		
3	JAMSHEDPUR BEML	8	831001		
4	K D HESLONG, BEML	8	834029		
5	RANCHI, BEML	8	834009		
6	MEGATABURU (SAIL)	8	833222		
NORTH EASTERN ZONE (LIST NO. 5)					
ASSAM					
1	KARIMAGANJ	8	785001		
2	TEZPUR	10	784001		
3	GUWAHATI, BEML	9	781006		
HIMACHAL PRADESH					
1	BHATTAKFFER	10	171006		
2	CHAMBA	10	176310		
3	CHAMERA HYDRO	10	176325		
4	DHARMASALA	10	176215		
5	GAGRET	10	177201		
6	DHARMASALA	10	176215		
7	HAMIRPUR	10	177001		
8	JOGINDER NAGAR	10	176120		
9	KANGRA	10	176001		
10	KULU	10	175101		

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11	MANDI	10	175001		
12	MANDI VALLEY FA	10	175001		
13	NAHAN	10	173001		
14	PARWANDOO	10	173220		
15	SARKAGHAN	10	175024		
16	BHUSHAR	10	385320		
17	NURPUR	10	176202		
18	SHAMSHI	10	175126		
19	SHIMLA	10	171001		
20	SOLAN	10	173212		
ANDAMAN AND NICOBAR					
1	PORT BLAIR	10	744101		

For ODA LOCATIONS**Category (a) upto 50Kms -2 DAYS EXTRA TRANSIT TIME****Category (b) upto 51 to 100 Kms- 3 DAYS EXTRA TRANSIT TIME****Category (c) above 100 Kms -4 DAYS EXTRA TRANSIT TIME****DELIVERY PERIOD FOR ZONES:-****I. FROM NORTH**

- a) NORTH TO SOUTH – 8 DAYS
- b) NORTH TO EAST – 6 DAYS
- c) NORTH TO WEST – 6 DAYS
- d) WITHIN NORTH – 4 DAYS
- e) NORTH TO NORTH EASTERN ZONE – 10 Days

II. FROM SOUTH

- a) SOUTH TO WEST – 5 DAYS
- b) SOUTH TO EAST – 8 DAYS
- c) SOUTH TO NORTH – 8 DAYS
- d) WITHIN SOUTH – 4 DAYS
- e) SOUTH TO NORTH EASTERN ZONE – 10 Days

III. FROM EAST

- a) EAST TO NORTH – 8 DAYS
- b) EAST TO SOUTH – 8 DAYS
- c) EAST TO WEST – 7 DAYS
- d) WITHIN EAST – 4 DAYS
- e) EAST TO NORTH EASTERN ZONE – 10 Days

IV. WEST**Sign & Seal of Bidder/Contractor**

- a) WEST TO NORTH – 6 DAYS
- b) WEST TO SOUTH – 5 DAYS
- c) WEST TO EAST - 7 DAYS
- d) WITHIN WEST - 4 DAYS
- e) WEST TO NORTH EASTERN ZONE – 10 Days
- V) WITHIN NORTH EASTERN ZONE – 6 Days

Note: - 1) Volumetric weight will not be taken into account while lifting the consignment by Surface Courier.

2) If the consignee observes a holiday on the date of stipulated delivery, the next working day will be considered as date of delivery.

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20. PRICE BID THROUGH e-MODE

The rates quoted shall be for Transportation of Spare Parts of BEML earthmoving equipments from KGF, Mysore, Bangalore and Palakkad to BEML Regional, District Offices and BEML suppliers and customers and any part of India, Bhutan and Nepal and vice versa by Air Cargo/Surface Courier.

Please quote the price details in 'Item Data' on BEML SRM system only against the respective items provided therein.

- 1) For quoting basic charges / rates for different items of work for Commercial bid Category A for Air Cargo, B for Surface Courier & **Category C for ODA (Outside Delivery Area)}**, **No separate charges other than those items indicated in Category A, B, & C will be payable to the SERVICE PROVIDER. Any modification, riders and additional footnotes will not be accepted.**
- 2) The tenderer shall quote the basic rates for transporting the consignments. The rates should be quoted for the Activity / Routes as mentioned in the work sheet as per **Price Bid Format Annexure-E**
- 3) No separate charges i.e. **RAS (Remote Area Surcharge) Charges, Pick up charges, valuable Cargo handling charges, Airway bill Fee, Minimum Docket charges etc.**, will be payable to the Service Provider.
- 4) **The basic rates quoted during bidding should be the same for transport of goods either way i.e. vice versa (Inbound / Outbound consignments.)**
- 5) Present Fuel Surcharge (FSC) if any, as a percentage of basic rates shall be quoted for Category A and shall be firm for the contract period including extension if any.
- 6) In case Bidder is not quoting for all activities of all Categories-A & B **then their tender shall be rejected and also If there is ODA locations for the bidder, not quoting the Category C and not submitting Annexure-D will be treated for rejection of tender.**

If there is no ODA locations for the bidder, then need not submit Annexure-D and need not to quote for ODA charges. In such case ODA charges will be considered as zero for L1 determination.

Sign & Seal of Bidder/Contractor



ANNEXURE- E

Category A - Air Cargo

Sl. No.	Zone Details	Unit	Rate in Rs
North Zone			
1	Within North Zone	Per Kg	Please quote the rate against the respective item at Sl. No.1 in 'Item Data' in the system.
2	From North to East Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.2 in 'Item Data' in the system.
3	From North to West Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.3 in 'Item Data' in the system.
4	From North to South Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.4 in 'Item Data' in the system.
5	From North to North East Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.5 in 'Item Data' in the system.
East Zone			
6	Within East Zone	Per Kg	Please quote the rate against the respective item at Sl. No.6 in 'Item Data' in the system.
7	From East to West Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.7 in 'Item Data' in the system.
8	From East to South Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.8 in 'Item Data' in the system.
9	From East to North East Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.9 in 'Item Data' in the system.
West Zone			
10	Within West Zone	Per Kg	Please quote the rate against the respective item at Sl. No.10 in 'Item Data' in the system.
11	From West to South Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.11 in 'Item Data' in the system.
12	From West to North East Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.12 in 'Item Data' in the system.
South Zone			
13	Within South Zone	Per Kg	Please quote the rate against the respective item at Sl. No.13 in 'Item Data' in the system.
14	From South to North East Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.14 in 'Item Data' in the system.
North East Zone			
15	Within North East Zone	Per Kg	Please quote the rate against the respective item at Sl.

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			No.15 in 'Item Data' in the system.
FUEL surcharge in percentage (%)			
16	Present Fuel Surcharge(FSC), if any, to be quoted as a percentage of basic rates and shall be firm for the contract period including extension if any.	%	Please quote the FSC in % against Item Sl. No.16 in 'Item Data' in the system

Category B – Surface Courier

Sl. No.	Zone Details	Unit	Rate in Rs
North Zone			
17	Within North Zone	Per Kg	Please quote the rate against the respective item at Sl. No.17 in 'Item Data' in the system.
18	From North to East Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.18 in 'Item Data' in the system.
19	From North to West Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.19 in 'Item Data' in the system.
20	From North to South Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.20 in 'Item Data' in the system.
21	From North to North East Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.21 in 'Item Data' in the system.
East Zone			
22	Within East Zone	Per Kg	Please quote the rate against the respective item at Sl. No.22 in 'Item Data' in the system.
23	From East to West Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.23 in 'Item Data' in the system.
24	From East to South Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.24 in 'Item Data' in the system.
25	From East to North East Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.25 in 'Item Data' in the system.
West Zone			
26	Within West Zone	Per Kg	Please quote the rate against the respective item at Sl. No.26 in 'Item Data' in the system.
27	From West to South Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.27 in 'Item Data' in the system.
28	From West to North East	Per Kg	Please quote the rate against the respective item at Sl.

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	Zone and vice versa		No.28 in 'Item Data' in the system.
South Zone			
29	Within South Zone	Per Kg	Please quote the rate against the respective item at Sl. No.29 in 'Item Data' in the system.
30	From South to North East Zone and vice versa	Per Kg	Please quote the rate against the respective item at Sl. No.30 in 'Item Data' in the system.
North East Zone			
31	Within North East Zone	Per Kg	Please quote the rate against the respective item at Sl. No.31 in 'Item Data' in the system.
For Nepal and Bhutan			
32	From NEPAL to KGF, BANGALORE,MYSORE & vice versa.	Per Kg	Please quote the rate against the respective item at Sl. No.32 in 'Item Data' in the system.
33	From BHUTAN to KGF, BANGALORE,MYSORE & vice versa. Destinations : Bhutan & Phuntsholing.	Per Kg	Please quote the rate against the respective item at Sl. No.33 in 'Item Data' in the system.

Category C – ODA Charges :-

Sl. No.	Zone Details	Unit	Rate in Rs
Category (a) upto 50Kms			
34	Rate upto 500 Kg	Per Kg	Please quote the rate against the respective item at Sl. No.34 in 'Item Data' in the system.
35	Rate > 500 Kg & upto 1000 Kg	Per Kg	Please quote the rate against the respective item at Sl. No.35 in 'Item Data' in the system.
36	Rate > 1000 Kg	Per Kg	Please quote the rate against the respective item at Sl. No.36 in 'Item Data' in the system.
Category (b) upto 51 to 100 Kms			
37	Rate upto 500 Kg	Per Kg	Please quote the rate against the respective item at Sl. No.37 in 'Item Data' in the system.
38	Rate > 500 Kg & upto 1000 Kg	Per Kg	Please quote the rate against the respective item at Sl. No.38 in 'Item Data' in the system.
39	Rate > 1000 Kg	Per Kg	Please quote the rate against the respective item at Sl. No.39 in 'Item Data' in the system.
Category (c) above 100 Kms			
40	Rate upto 500 Kg	Per Kg	Please quote the rate against the respective item at Sl. No.40 in 'Item Data' in the system.
41	Rate > 500 Kg & upto	Per Kg	Please quote the rate against the respective item at Sl.

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	1000 Kg		No.41 in 'Item Data' in the system.
42	Rate > 1000 Kg	Per Kg	Please quote the rate against the respective item at Sl. No.42 in 'Item Data' in the system.

Note :-

1) Minimum Chargeable weight is 10 Kgs for Air Cargo, Surface Courier and ODA charges

2) List of states against each zone for Air and surface

Zone	Destination
South	Andhra Pradesh, Karnataka, Pondicherry, Tamil Nadu & Kerala
East	Bihar, Chhattisgarh, Jharkhand, Orissa & West Bengal
West	Gujarat, Goa, Maharashtra, Daman & Diu, M.P, & Dadar & Nagar Haveli
North	J&K, Chandigarh, Delhi, Haryana, Punjab, Uttaranchal, Rajasthan, U.P.
North Eastern (Special Zone)	Assam, Arunachal Pradesh, Assam, Nagaland, Mizoram, Himachal Pradesh, Meghalaya, Sikkim, Tripura, Manipur, Andaman & Nicobar

21. Determination of Lowest Tenderer (L1):-

1) For arriving at the lowest offer (L1) all the basic rates quoted for Category A, B and total basic value of ODA charges will be considered for evaluation.

2) L1 will be determined based on Sum of all the basic rates quoted for Category A B and total basic value of ODA charges. The Tenderer whose SUM is lowest will be considered as L1 for the details given in Description.

Sl.No.	Description	Summation
		(a)
1	Category A-Sum (Total in Rs) of all 15 line items rates quoted by firm for sl. no.1 to 15	
2	Category A - For sl. no.16 i.e. Fuel Surcharge (FSC) if any quoted in % will be calculated on summation of sl.no.1 to 15 and considered for evaluation	
3	Category B- Sum (Total in Rs) of all 17 line items rates quoted by firm for sl. no.17 to 33	
4	Total ODA charges(details of calculation are as below)	
	Total value of Sl. No. 1+2+3+4	

3) BEML reserves right to accept or reject all tenders or any tender in part or full.

4) BEML reserves right to enter into contracts with more than one tenderer for the same route and /or any route and / or all routes for any combination of route or activity with equal distribution.

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- 5) Tenderer to indicate ODA(Outside Delivery Area) / Non ODA against destinations indicated in tender notice as per Annexure-D and if it is ODA then distance to be indicated from their Nearest Branch Office and the same to be submitted along with Technical Bid(Part B). **If there is no ODA locations for the bidder, then need not submit Annexure-D and need not to quote for ODA charges. In such case ODA charges will be considered as zero for L1 determination.**
- 6) Conversion of Non ODA to ODA will not be permissible during pendency of Contract but vice versa is permissible.
- 7) **The rates to be quoted for ODA as per Category C. However, based on the quoted rates Total ODA Charges will be calculated as per table below :-**

Sl. No.	Distance	Per Kg Rate upto 500 Kg	Per Kg Rate > 500 Kg & upto 1000 Kg	Per Kg Rate > 1000 Kg
1	Category (a) upto 50Kms	X1	Y1	Z1
2	Category (b) upto 51 to 100 Kms	X2	Y2	Z2
3	Category (c) above 100 Kms	X3	Y3	Z3
4	No. of ODA Locations	A, B, C	A, B, C	A, B, C

A – no. of ODA locations in Category (a), B – no. of ODA locations in Category (b),
C – no. of ODA locations in Category (c).

$$\text{Total ODA charges} = \frac{(A*X1+B*X2+C*X3 + A*Y1+B*Y2+C*Y3 + A*Z1+B*Z2+C*Z3)}{\Sigma(A+B+C)}$$

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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. 100. /-)
3. The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.
4. In the case of foreign bidder the B.G. may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Scheduled Commercial Bank in India authorized by Reserve Bank of India.

DATE:

BID GUARANTEE NO:

Ref:

To,

BEML LIMITED

(Address of concerned Division/ Corporate Office)

Dear Sirs,

.....
.....
In accordance with your 'Tender Enquiry' under your Tender No: dated

M/s..... herein after called the Bidder, with the following

Directors on their Board of Directors / partners of the Firm.

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

Wish to participate in the said tender for

.....
.....
.....
As an irrevocable Bank Guarantee against bid guarantee amount of

Rs..... (In words and figures) valid for days
from

Sign & Seal of Bidder/Contractor



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

We, the Bank at..... Having our Head ofice at..... (Local address) Guarantee and undertake to pay immediately on

irst 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.....on whose behalf this guarantee is issued.

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

WITNESS

(Signature)
Name in (Block letters)

Designation
(Staff No.)
(Bank's common Seal)
Oficial address:

Attorney as per power of Attorney No
Date:

Sign & Seal of Bidder/Contractor



Annexure-G

AGREEMENT

THIS AGREEMENT is executed on this day of, xxxx between M/s BEML Limited, a Central Public Sector Undertaking incorporated under the provisions of Companies Act, 1956, having its Corporate Office at “BEML SOUDHA”, 23/1, 4TH Main, Sampangirama Nagar, Bangalore – 560 027 (hereinafter referred to as BEML/Company, which expression shall wherever the context so required or admits, mean and include its successors and assign) of the one part and M/s(Name & Address) a, registered under the provisions of represented by its , shri..... (hereinafter referred to as Service Provider, which expression shall wherever mean and include their successors, heirs, legal representatives and permitted assigns) of the other part.

WHEREAS the Company invited Tenders for Transportation of Spare Parts of BEML earthmoving equipment (hereinafter called ‘Spare Parts’) from KGF, Mysore, Bangalore and Palakkad to BEML Regional, District Offices and to any part of India, Bhutan and Nepal and vice versa by Air Cargo/Surface vide **Bid Invitation No.63000xxxx**

II. WHEREAS in response to the same, the Service Provider has submitted its offers for transportation of spare parts in terms of the tender which has been accepted by the company. The Service Provider has given its consent vide their acceptance letter / e-mail dated..... (Copy Attached as **Annexure II**).

III. WHEREAS in this manner the contract has come into existence between the parties in this behalf and has been agreed that a formal agreement should be executed between the parties in this behalf.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

This Agreement is for a period of two years from xx/xx/xxxx to xx/xx/xxxx. The term of the Agreement may be extended at the instance of BEML on the same terms and conditions for period upto one year However, the contract is subject to agreed rates by the Service Provider as per the enclosure at **Annexure I, II, III** and submission of Indian Bank Association documents.

That during the period up to xx/xx/xxxx the Service Provider shall duly and promptly transport for BEML the spare parts, as may be entrusted to the Service Provider by the company, from time to time, and safely deliver within shortest possible time as per terms and conditions of the tender.

For **BEML LIMITED**

For **SERVICE PROVIDER**
Sign & Seal of Bidder/Contractor



(Sign & Seal)

(Sign & Seal)

Notwithstanding the foregoing, the company shall be at liberty to terminate the contract covered by this agreement, without assigning any reason by giving 15 days notice in writing and also reserves the right to award contract to any other Service Provider/s.

BANK GUARANTEES.

The Service Provider has submitted Performance Bank Guarantee for 10 % of contract Value to be submitted by the Service Provider on.../...../....

The above Bank Guarantees can be invoked as per the terms and conditions contained therein.

Return of Bank Guarantees : The Bank Guarantees will be returned to the Service Provider after six months of the successful completion of the Contract and upon there being no claim in full or part thereof on the Service Provider.

Should the Service Provider, its Partners/Directors/Member has a relation or relations with an officer of BEML, the Service Provider shall inform the same to the Company failing this, BEML may cancel this Agreement and **Performance Bank Guarantee** forthwith.

The performance Bank Guarantee will only be discharged after successful completion of the contract. In case of any breach of this Agreement or delay in performance, the decision of the Company as to the breach will be final and binding on all the parties.

1. CONTRACT RATES:

The transportation rates shall be as per the enclosure at **Annexure I, II,III**

The rates indicated in Annexures – **I, II,III**, are firm and same for transport of goods either way i.e. Inbound / Outbound consignments during the contract period.

Rates agreed shall remain firm for the contract period. The rates agreed are all inclusive of demurrages, detention, loading/unloading, hamali, statistical charges, door collection, door delivery charges etc.

No request for revision of rates except on account of increase in Diesel price (as per Fuel Price Variation Formulae) will be entertained on any account during pendency of the contract.

The rates accepted shall be for Transportation of Spare Parts of BEML earthmoving equipments from KGF, Mysore, Bangalore and Palakkad to BEML Regional, District Offices and any part of India, Bhutan and Nepal and vice versa by Air Cargo/Surface Courier.

Sign & Seal of Bidder/Contractor



For **BEML LIMITED**

For **SERVICE PROVIDER**

(Sign & Seal)

(Sign & Seal)

2. OPERATIONS OF CONTRACT:

The responsibility of the Service Provider for the contract shall commence from the date of issue of letter from BEML indicating

22. SCOPE OF WORK FOR AIR CARGO:

- 22.1 Collection of Consignments from the Marketing Stores, KGF /Mysore/Bangalore/Palakkad and transportation to BEML Regional/District Offices and BEML suppliers and customers and vice versa by Air Cargo.
- 22.2 Transportation of Consignments between KGF, Mysore & Bangalore shall be by road.
- 22.3 Transportation of Consignments between Palakkad & Coimbatore shall be by road. Transportation by Air Cargo from Bangalore to the destinations as per list given at **Sl. No. 20.12 of RFQ (Request for Quotation)**. Transportation of Consignments from Air Port to BEML Regional Offices and District Offices **at various destinations and vice versa** as per list given at **Sl. No.20.12 of RFQ**.
- 22.4 Transportation of Consignment from Regional offices & District Offices to Regional offices & District Offices and vice versa.
- 22.5 Furnishing of Air Way Bill details by FAX or E-Mail to the designated Consigners & Consignees of Concerned BEML Office or Project Offices immediately after Air lifting.
- 22.6 Communicating about Consignments arrival, to Consignees & Consignors at designated Concerned BEML Office or Project Offices over phone / E-Mail.
- 22.7 Service Provider shall have on-line facility of tracking the goods movements.
- 22.8 Consignments for Air Cargo mainly consist of Earthmoving Equipment Spare Parts.
- 22.9 Volumetric weight will be taken into account while lifting the consignment by Air Cargo only and that too for cases where volumetric weight is greater than the actual weight of the shipment. The formulae that will be considered for arriving at **Volumetric Weight is**

$$\text{Weight in Kgs} = \frac{\text{Length*Width*Height (in cms)}}{6000}$$

Sign & Seal of Bidder/Contractor



For **BEML LIMITED**For **SERVICE PROVIDER****(Sign & Seal)****(Sign & Seal)****22.10 LIST OF PICK-UP ADDRESS & DELIVERY DESTINATIONS**

Pick-up Points	Delivery Points
<p>03. <u>Kolar Gold Fields(KGF)</u> BEML limited. Spare Parts Stores, Marketing Division, BEML Nagar Post, K.G.F -563 115(Karnataka)</p> <p>04. <u>Mysore</u> BEML Limited, Spare parts Stores, Marketing Division, Belavadi Post, MYSORE-570018(Karnataka)</p> <p>03. <u>Bangalore</u> BEML Limited, New Thippasandra, BANGALORE – 560 075</p> <p>and BEML Ltd. BEML Soudha Corporate Office, S.R.Nagar, Bangalore-560027</p> <p>04. BEML Ltd. Defence & Rail Products Division Palakkad Complex, Kinfra Park, Menon para road, Kanjikode East</p>	<p><u>Regional Offices(Marketing)</u></p> <p>31. Bilaspur 32. Chennai 33. Hyderabad 34. Kolkata 35. Mumbai(Ambernath) 36. Nagpur 37. New Delhi 38. Ranchi 39. Sambalpur 40. Singrauli</p> <p><u>District Offices(Marketing)</u></p> <p>41. Ahmedabad 42. Asansol 43. Bhilai 44. Bhubaneswar 45. Chandrapur 46. Dhanbad 47. Guwahati 48. Jammu 49. Kothagudem 50. Madurai 51. Neyveli 52. Panjim 53. Ramagundam 54. Udaipur 55. Kochi 56. Bachel 57. Vizag</p>

Sign & Seal of Bidder/Contractor

Palakkad, Kerala – 678621	58. Bhopal 59. Hospet
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Note: In addition to the above, the following movements shall also be undertaken

- From Regional Office to District Office
- From District Office to Regional Office
- From Regional/District Offices to KGF, Mysore, Bangalore and Palakkad

For **BEML LIMITED**For **SERVICE PROVIDER****(Sign & Seal)****(Sign & Seal)**

a) **LIST OF ADDRESS OF DESTINATIONS/ DELIVERY POINTS**
REGIONAL OFFICES(MARKETING)

01. Bilaspur	02. Chennai
BEML Limited,	BEML Limited,
1-A,Industrial Area,	Flat No.11, No.3, Supriya Estates,
Sirgitti Sector-C,TIFRA,	Sterling Road,Nungambakkam,
BILASPUR(CG)-495 223	CHENNAI-600 034, Ph. No 044-28270792
Ph. No.07752-252745	
03. Hyderabad	04. Kolkata
BEML Limited, 3-6-114,	BEML Limited,
Street No.18,Himayat Nagar,	No.35/1A,Taratolla Road
HYDERABAD-500 029.	KOLKATA-700 088.
Ph. No.040-27240973	Ph. No.033-24015286
05. Mumbai	06. Nagpur
BEML Limited,	BEML Limited,
A-100,Additional Ambernath	33,Cement Road,
MIDC,Anand Nagar	Shivaji Nagar,
Ambarnath East	NAGPUR-440 010.
Pin Code-421506,	Ph. No.0712-2248435
Ph. No.022-22049490	
07. New Delhi	08. Ranchi
BEML Limited,	BEML Limited,
422,Patparganj Industrial Area	206/D-1,Bhagirathi, (Behind NCC campus)
NEW DELHI-110 092	Rameshwaram Colony,
Ph. No.011-22143968,22158656	Bariatu Road, RANCHI-834 001
	Ph. No.0651-2540710
09. Sambalpur	10. Singrauli
BEML Limited,	BEML Limited,
BEML Complex,NH-6,	PB No.5,Singrauli Colliery,

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Baraipalli Post	SINGRAULI-486 889.
SAMBALPUR-768 006	Ph. No.07805-266668
Ph. No.0663-2521604	
<u>DISTRICT OFFICES(MARKETING)</u>	

11. Ahmedabad	12. Chandrapur
BEML Limited,	BEML Limited,
266-1, Dilbaug Villa,	Mamidwar, Tiles Factory Compound,
Darshan Society Road,	Ghugus Road,
Navrangpura,	Padoli,
AHMEDABAD-380 009.	CHANDRAPUR-442 406(MS)
Ph. No.079-26445523	Ph. No.07172-287230
13. Asansol	14. Dhanbad
BEML Limited,	BEML Limited,
3. Burnpur Road,	Kamal Kunj, Kola kusuma
ASANSOL-713 304.	Saraidhela, Dhanbad-828127
DHANBAD-828 127.	Ph No.0326-2205750
Ph No.0341-2252480	
15. Bhilai	16. Bachel
BEML Limited,	Behind Central Stores of NMDC Ltd.
Room No.22/C, BSP Building,	Depot 5, Bachel-494553 (CG)
Near Ispat Bhavan,	Ph. No.07857-200518
BHILAI-490 001(CG).	
Ph. No.0788-2223882	
17. Bhubaneswar	18. Guwahati
BEML Limited,	BEML Limited,
252/A, Lewis Road	No.11, Hengrabari Road, Dispur
BHUBANESWAR-751 003.	GUWAHATI-781 005
Ph. No.0674-2434427	Ph. No.0361-2232966
19. Jammu	20. Panjim
BEML Limited,	BEML Limited,
62-C, Block D/C,	67-12, Dattaprasad Building,
Gandhi Nagar,	III Floor, M.G.Road,
JAMMU TAWI-180 004.	PANJIM-403 001.
Ph. No.0191-2459437	Ph. No.0832-2420380
21. Kothagudem	22. Ramagundam
BEML Limited,	BEML Limited,
Old Project Planning Dept	Opp:SCCL 11A Mines – GDK, via Manthani

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Near SCCL Corporate Office	(PO), Jallaram - 505184
KOTHAGUDEM-507 101(AP).	Karimanagar Dist. (AP)
Ph. No.08744-245572	Ph. No.08728-248299
23. Madurai	24. Udaipur
BEML Limited,	BEML Limited,
D No.9-4/49	20-B Uchhab Bhavan
Kalainagar, II Main Road	Bedla Road, New Fathepura
MADURAI-625 017.	UDAIPUR-313 001.
Ph. No.0452-2649458	Ph. No. 0294-2452055
25. Neyveli	26. Vizag
BEML Limited,	No.8-45-11 4 th Lane
F4, Dr.Rajendra Prasad Road,	China Waltair Colony
Block 27,	Vizag-530 003
NEYVELI-607 803,	Ph. No.0891-2754608
Ph. No.04142-268517	
27. Kochi	28. Bhopal
No.35/770, Chittoor Road	H-1,Chittod Complex, Ground Floor
Ernakulam South, Zone-1	MP Nagar,Bhopal - 462011
Kochi-682016	Ph. No.0755-2550711
Ph. No.0484-2375138	
29.Hospet	
L-8,KSSIDC Industrial Estate	
Dam Road, Hospet – 583203	Ph. No.08394-230172

****“SERVICE PROVIDER” shall provide addresses and contact telephone no./Mobile nos./e-mail details of their agents at corresponding destinations in the above list.**

23. DELIVERY TIME NORMS FOR AIR CARGO:

Delivery Time: 48 Hrs from Airport to Airport Movement and 72 Hrs where no Airport is available either at booking or delivery destinations. Delivery time is inclusive of cooling time for consignments.

24. SCOPE OF WORK FOR SURFACE COURIER

TRANSPORTATION OF URGENT/ IMPORTANT/ WARRANTY AND BREAK DOWN EQUIPMENT SPARE PARTS of M/s. BEML, MARKETING DIVISION KGF/ MYSORE/ BANGALORE/PALAKKAD TO BEML REGIONAL/ DISTRICT OFFICES AND BEML SUPPLIERS/ CUSTOMERS AND VICE VERSA BY SURFACE COURIER.

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- 24.1 Collection of Consignments from the Marketing Stores, KGF /Mysore/Bangalore/Palakkad, BEML Regional/District Offices and BEML suppliers and customers.
- 24.2 Delivery of Consignments to any part of India, Bhutan and Nepal (Destinations as per list given at **Sl.No.20.12 & Annexure-D** of RFQ on “Door Delivery Basis”. The Destinations are divided into 5 zones and the maximum delivery time is indicated against corresponding destinations.
- 24.3 **Destinations to be covered by Service Provider, is as per list given at Sl.No.20.12 & Annexure-D of RFQ. The list is not exhaustive and some more destinations may come into effect as and when new customers are added. Service provider must take into account, the requirement of delivery on “Door Delivery” basis to all consignees at their locations. At Sl. No.20.12 & Annexure-D of RFQ a representative list of pickup and delivery destinations involved frequently in transportation and their addresses are indicated. This is just to give an idea to the Bidders about the scope of work and it will be used to compare bids from various Tenderers. The list at Sl. No. 20.12 & Annexure-D of RFQ is not exhaustive. BEML reserves the right to get any amount of Spares transported through the SERVICE PROVIDER at finalized rates to any other destinations also as a part of this tender.**
- 24.4 The Service Provider shall also arrange to collect consignment booked from Regional/District/Activity centers, suppliers of BEML and customers to KGF/BANGALORE/MYSORE/PALAKKAD. They will adhere to the same rates/terms and conditions as accepted for dispatch of material from Ex-KGF/Bangalore/Mysore/Palakkad. In case the Service provider charges more than agreed rate, the differential amount will be recovered from their subsequent bills/ pending bills/IPBG/PBG.
- 24.5 The Service Provider will be responsible for collecting and safe handling of necessary documents for transport of consignments. Their representatives will ensure receiving such documents at the time of lifting of consignments. BEML under no circumstances will be obliged to pay or reimburse penalties imposed by Tax Authorities during the transit.
- 24.6 On 10th of every month the Service provider will submit a report confirming delivery of all the consignments booked up to the last day of previous month. BEML is authorized to deduct the value of consignments and taxes from the current bills of Service Provider against consignments remain undelivered even after 90 days of lifting. The uncovered amount, if any has to be paid by the Service provider or will be deducted from their future bills/pending bills/IPBG/PBG-
- 24.7 **In case of Godown Delivery:-**
- a) Service Provider should give intimation regarding arrival of Consignment IMMEDIATELY to the consignee as well as to the Concerned BEML Booking Office or Project Office concerned.

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- b) In case the consignments are NOT cleared from the godown, all relevant details shall be furnished to the Concerned BEML Office or Project Office, which has booked the consignment and also to the Consignee and Consignor on 31st Day by Regd. Post/Courier/Fax/Email.
 - c) If no response is received, on 45th day, the consignment shall be automatically handed over to the designated Concerned BEML Office or Project Office under intimation to the Consignor & Consignee.
 - d) Under no circumstances Demurrages/Storage charges will be paid to the Service Provider.
 - e) Service Providers should accept indemnity Bond co-ordinated by BEML wherever Consignee copy of GC notes could not be produced immediately.
 - f) Service Provider shall obtain acknowledgment from the Concerned BEML Office or Project Office for the consignments re-booked and delivered, and produce the same to KGF/Bangalore/Mysore/Palakkad as the case may be.
 - g) BEML will reimburse the Service Provider, the additional freight charges incurred for rebooking such consignments from the destinations to the point originally booked at the rates applicable. The bills along with acknowledged copy of GC notes for such re-booking shall be submitted to the Chief of Spare Parts Stores KGF/Bangalore/Mysore/Palakkad as the case may be for further action.
- 25.** Service providers shall ensure that Motor Vehicle Act 1989 and Rules (as may be amended from time to time) and other statutory laws applicable are strictly followed. Vehicles must carry upto date fitness, road permit, insurance, pollution certificate and related documents/certificates. The Drivers should have valid driving Licences.
- 26.** Octroi and other levies, if any, in respect of destination stations shall be paid by the Service provider and claimed along with the freight charges duly supported by proper original receipts obtained from the authorities identifying the consignments. No other charges such as demurrage, retention, detention, loading / unloading, Hamali, storage charges, cartage charges, door collection, door delivery charges, statistical charges etc., will be paid by BEML under any circumstances. While accepting consignment for transportation, the Service providers should ensure that necessary documents for checkpoint are collected so that consignments are not detained enroute. If a consignment is detained enroute by checkpoint authorities due to insufficient documentation or any reason and penalty such as, advance tax, compound tax, etc is imposed such payments will have to be borne by the Service providers and consignment to be released and delivered in time and any detention on this account the Service provider would be responsible.
- 27. Performance Bank Guarantee(PBG) :** The successful tenderer shall furnish a Performance Bank Guarantee (as per BEML proforma) for 10% of Contract Value executed by **any Scheduled Commercial Bank in India authorized by Reserve Bank of India only** within 15 days after award of the
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contract / from the date of Letter of Intent whichever is earlier to ensure satisfactory operation of the contract. The Performance Bank Guarantee should be valid for a period of six months beyond the expiry date of the contract.

27.1 **Return of Performance Bank Guarantee:** The Performance Bank Guarantee will be returned to the successful tenderer after six months of the expiry of contract and upon there being no claim in full or part thereof on the Service provider.

27.2 **Encashment of Performance Bank Guarantee by BEML: -**

- i) The Performance Bank Guarantee will be encashed by BEML to the extent necessary if the performance is not satisfactory.
- ii) After acceptance of the contract, if tenderer decides to withdraw any places opted during tendering.
- iii) If there is any breach of terms and conditions of the contract on part of the successful tenderer after award of contract.

The decision of BEML will be final with regard to the encashment of Performance Bank Guarantee and the extent thereof.

28. Price Variation Clause

28.1 **Surface Courier:-**

The rates shall remain firm during the pendency of the contract. Following formula will be applied for admitting revision in contract rates in the event of any increase / decrease in HSD price beyond 5% over **HSD rates prevailing on the date of tendering i.e. as on xx/xx/xxxx** will be taken as a base for finalizing the contract.

The rate of M/s. Indian Oil Corporation, **Chennai** will be taken as basis for calculation for proportionate price variation. If the price increase/decrease in diesel is upto 5%, no increase/decrease will be admitted. Any variation beyond 5% will be admitted to the extent beyond 5%. i.e. e.g. if the increase is 8% the admissible increase will be 3% only.

If the variation is beyond 5% of the base value then for every increase/decrease of Rs.1/Liter, increase/decrease of 5% on rate per kg will be considered.

28.2 **Air Cargo :-**

Present Fuel Surcharge(FSC) shall be firm for the contract period including extension if any.

29. Business Commitment:-

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

30. SERVICE PROVIDERS RESPONSIBILITY & LIABILITY:-

- 30.1 The Service provider shall always be regarded, as an independent Service provider for transportation of consignment and their employees shall not at any time regarded as BEML's employees. BEML shall not be liable / responsible for any damage / loss or injury, if any, caused to the life or property of any person/s by reason of any acts of commission or negligence on the part of employees of the Service provider.
- 30.2 BEML shall not be liable / responsible for the claims, if any, of the employees of the Service provider under Workmen Compensation Act or any other enactments. The Service provider shall keep BEML fully indemnified and harmless always against all claims and proceedings, if any, of his employees or other against BEML.
- 30.3 The Service provider shall be responsible to BEML for the good behavior of his personnel whilst they are in the BEML's premises. Vehicles and personnel of the Service provider entering the BEML premises will be subject to scrutiny, check and other rules framed by BEML, Service provider shall also ensure good behavior with our customer at the time of giving delivery.
- 30.4 The Service provider shall hold BEML harmless and indemnified against all claims for damages (inclusive of legal costs in connections therewith) whether arising in consequences of personnel injury or death (irrespective of whether such claims arises in accordance with the provisions of the latest workmen's Compensation Act or any other Law in force) or to any other property by accident, negligence or otherwise arising out of and in the course of execution of the contract. And if any amount is made payable by BEML, the same shall be met by the Service Provider/if paid the same will be reimbursed to BEML immediately on receipt of a claim from BEML or BEML may recover the same out of any of the amounts due to the Service provider.
- 30.5 During the currency of the contract, the Service provider will be responsible for the safety of all the persons and BEML's property within the vicinity of the works. If there is any loss to BEML due to the negligence or fault of the Service provider or its employees or representatives the Service provider shall compensate BEML for such loss as assessed by BEML.
31. Service provider shall ensure that the vehicles used for transporting consignments are fully compliant with Emission norms & to have the renewed certificate issued by a competent authority.

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32. Please note that in absence of the above certificates the subject vehicles will not be allowed to enter / park inside the factory premises / Division of BEML Ltd. This is mandatory requirement for ISO-14000, Environment Management System.
33. The Service provider shall comply with / discharge all liabilities towards the Labour employed under the provisions of various enactments such as latest applicable Contract Labour (Regulation and Abolition) Act and Karnataka Rules etc., and also the provisions of all other laws such as Industrial Disputes Act, Factories Act, Employees State Insurance Act, Employees Compensation Act, Employees Provident Fund Act, Payment of Gratuity Act., Payment of Bonus Act, Minimum Wages Act, etc., as may be applicable to the Service provider and shall keep BEML fully indemnified and harmless at all times in respect of breaches, if any, of the said laws on the part of the Service provider and or on any other account.
34. BEML shall not be liable for any action direct or indirect that may be instituted by any person or body of persons or Government against the Service providers in connection with the transportation of BEML's consignments entrusted to them for transportation or any consequent liability and the Service providers shall keep BEML fully indemnified in that behalf.
35. The Service provider should provide the valid Driving License & Accident free record of each driver before taking up the BEML consignment for movement.
36. For fragile and sophisticated equipments / Instruments, special care has to be given.
37. The SERVICE PROVIDER must provide all aids that would be necessary for carrying of spares with proper care, including protection from vagaries of weather such as rain.
38. Provision for on-line tracking of consignment shall be available

39. Transit safety of goods:-

It shall be the responsibility of the Service Provider to ensure the safety and security of the consignment entrusted to him for carriage and to effect delivery to the designated consignee in the same sound condition in which it was handed over to him and within the prescribed time. The Service provider shall be liable to pay for any loss or damage on account of non-delivery/short delivery of the consignments. Time will be essence of the Agreement.

The Service Provider should furnish the monthly status report of undelivered/godown delivery consignments to BEML/Consignors without fail before 10th of every month for the previous month transaction. Alternately transporter shall have suitable e-POD facilities to enable BEML.

Goods loaded in the vehicles should be fully protected by covering it properly, wherever required, by the Service Provider. The Service Provider has to take necessary steps to prevent loss, damage or deterioration of the consignment while in his custody and he will be liable to make good any loss due to

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theft, pilferage or non-delivery as also any damage caused due to his failure. Any destruction / deterioration /loss/damage caused to the consignments entrusted to the Service Provider for transportation, be it due to whatever reason, shall be made good by the Service Provider to BEML. Further, the Service Provider shall hold the goods entrusted to them for carriage as BAILEE and accountable thereof accordingly

Wherever stores are booked by the Vendors/Suppliers addressed to “SELF” it shall be the responsibility of the Service Provider to hold such consignments safely and securely till they are informed of the availability of the consignee copy of the Goods consignment Note with BEML and arrange delivery of such consignments at BEML's premises free of storage or any other charges. The freight charges for such consignments shall be paid only at the contract rate, notwithstanding any freight amount indicated in the G.C. Note. The Service provider shall also not collect storage charges on self consignments. In case of urgency the Service provider should handover self consignments on request and G.C. note will be surrendered as early as possible.

The Service Provider shall also not to collect storage charges on other self consignments which are not covered by the Contract, for a period of 45 days from the date of arrival of goods at the destination. For whatsoever reasons, the consignments should not be detained but should be delivered to Stores.

The Service Provider are liable for any loss or damage caused to BEML until the consignment is safely delivered. In case of short delivery/damages in transit, the Service provider should issue Certificates on their Letter Head to BEML at the time of affecting the delivery. In case of open delivery the Service provider Representative should sign on the format of BEML, with their official seal which is a final document for settlement of claim by BEML’s underwriters immediately and BEML’s underwriters prefer the claim on the Service Provider at a later date and it is binding on the part of the Service Provider to settle the claim within a reasonable period.

Any claim made by BEML arising under this contract to be settled and paid by the Service Provider within fifteen days from the date of lodging claim and if there is any delay in settlement of claim interest at the rate of 20% per annum to be paid by Service Provider.

BEML’s decision will be final where the materials transported are damaged and the amount of compensation payable in such cases as determined by BEML for the value of damaged / lost item is to be paid by crossed Demand Draft to BEML while submitting bill. Further, the Service Provider shall be held as trustee of the consignment entrusted to him for transportation and accountable thereof accordingly. Service Provider is responsible for safe delivery of consignments at assigned site and should the Service provider’s vehicle meet with an accident causing loss, damage, injury or death to his or other vehicles’ property or people the responsibility shall be entirely Service provider’s and Service provider alone is responsible for settling all claims and or liabilities arising there from.

40. COMPENSATION FOR DAMAGE:

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a) Any loss or damage of BEML consignments/spares while in the custody of the SERVICE PROVIDER shall have to be made good by the SERVICE PROVIDER.

b) The SERVICE PROVIDER will be held responsible and the SERVICE PROVIDER has to repair damages and/or compensate for injuries / losses.

i) If there is damage caused to any property of a third party,

or

ii) If injury / loss occurs to any person because of any lack of proper precaution on the part of the SERVICE PROVIDER.

c) In case BEML has to incur any expenditure to repair such damages or to compensate for such injuries/losses the amount plus five percent (5%) processing charge, will liable to be recovered from the dues of the SERVICE PROVIDER/PBG.

41. Delivery of Goods: -

The Service provider should have their own Office/Warehouse at BEML designated unit location. They themselves should deliver the consignment/s in their own G.C. note. In case the Service Provider do not deliver the consignment/s themselves, but deliver the same through their Associates, no freight charges will be paid to the Associate by CASH and any extra expenditure incurred in collecting the consignment will be recovered from the Service provider's bills. The consignment should accompany with TWO copies of the G.C. note for Delivery.

The Service provider shall not have any lien on the goods entrusted to them for carriage and delivery of the goods to the Company/Authorized representative shall not be withheld by the Service provider on any ground whatsoever. In the event of such non-delivery the Service provider shall be liable for damages / losses caused to the Company. If the Service provider collect any consignment from the BEML suppliers after the date of expiry of the Contract, he shall not withhold such consignments and deliver the consignments at BEML. In such cases Service provider will be paid only as per last/previous contract rates.

42. Payment of SERVICE PROVIDER'S Bills:

i) BEML will pay at approved rates to the SERVICE PROVIDER for the work awarded to the SERVICE PROVIDER after satisfactory delivery.

ii) The SERVICE PROVIDER shall submit the bills to the Stores Chief of booking divisions, i.e. BEML, KGF/Mysore/Bangalore/Palakkad immediately along with proper Air/Surface consignment acknowledgements (Proof of Delivery) from the consignee indicating time and date of delivery of each consignment. e-proof of delivery (e-POD) is acceptable. Scanned copy e-POD of the same to be

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furnished. For the dispatches made from Regions/District offices/Activity Centers/Vendors (Suppliers), the concerned receiving division, Marketing accounts Chief shall arrange for payments based on the proof of receipts. In case inter region /within region the consignor shall arrange payment at the rates indicated in the contract.

iii) Payment will be made within 60 days from the date of receipt of Bills, with acknowledged copy of the Goods Consignment Note or e-POD. Bills will not be honoured without producing the acknowledged Air/Surface consignment note from the consignee / scanned copy of e-POD.

iv) The payment will be made against production of above documents on monthly basis.

v) While making payment of SERVICE PROVIDER's bill(s), from the gross amount of each bill passed for payment, there will be deduction of statutory payments like : TDS.

vi) The Service Provider shall be responsible to ensure collection of documents such delivery challan, packing list, excise cum invoice (duplicate for Service provider Copy pertaining to the consignments transported from BEML Vendors to avoid any problems en-route. All the above documents should be delivered along with the consignments.

vii) In the event of non-delivery of the excise cum invoice (duplicate for Service Provider copy) handed over by the Vendor along with the consignments, the Excise Duty amount will be recovered from the Service Provider, if there is any loss of Modvat Credit to BEML. Besides a penalty of Rs.250.00 or 5% of actual freight per consignment whichever is higher will be recovered from the Service provider Bills.

viii) Freight charges for each consignment will be paid by BEML / consignee and the same will be specified in the work order. Work orders placed within the currency of the contract will be valid for executions as per this contract.

ix) Payments will be made subject to recovery of any tax levied as per rules prevailing during tenure of contract.

x) In case of Inter Division materials movement, Consignor will be the payment making authority.

xi) The freight charges for each consignment will be paid only at the contract rates / agreed rates on special cases. No supplementary bills will be entertained in this connection.

43. Provisions for Penalty:

a) Recovery from PBG:

BEML reserves the right to forfeit or adjust the whole or any part of the **PBG** under the following situation:

For any money due to BEML that cannot be recovered by the pending bills of the SERVICE PROVIDER, As a measure of penalty, if:

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- b) The SERVICE PROVIDER withdraws from the Contract during the period of validity of the Contract.
- c) The SERVICE PROVIDER fails to carry out the works ordered by BEML within the specified time frame.
- d) In case of any such incidence of forfeiture and/or adjustment of the **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.

e) On account of Delay in Execution : In case the SERVICE PROVIDER fails to deliver the spares within the time frame shown in **SI. No.20.12 & Annexure-D** a penalty will be levied as per the table below for the delayed deliveries' deducted from the Bill amount. Deduction is subject to a maximum of 50%.

Sl.No	Delay in Delivery by	% of Penalty
01	01 Day	3%
02	02 Day	5%
03	03 Day	8%
04	04 Day	12%
05	05 Day	16%
06	06 day	20%
07	After 06 th day penalty will be applicable @ 5% per day in addition to 20% subject to a maximum of 50%. total freight for the delayed deliveries will be levied or deducted from the Bill amount.	

- g)** On Account of Refusal to undertake a work: Cases of refusal to accept any Consignment by a SERVICE PROVIDER will be reviewed by BEML, and action may be initiated for rescinding of Agreement &/or blacklisting of the SERVICE PROVIDER. In either case, the security deposit will be forfeited.
- h). In addition to the above, any extra or consequential expenses incurred by BEML due to non-placement of vehicle, shall be recovered from Service providers' outstanding bills/PBG.
- i) If the Service provider fails to provide the vehicles as required, BEML will have the right to transport the consignments through any other agency at the sole risk and cost of the Service Provider. The excess freight and any extra expenses thus incurred in this regard will be charged to the Service provider's account and the same will be recovered from the Service provider's outstanding bills/PBG.
- j)** In addition to the above, if BEML is levied Liquidated Damage (LD) charges by their customer **due to delay in delivery by Transporter, then same amount shall be recovered to the extent of delayed period on account of transportations from** transporter's outstanding bills /PBG. **After recovery of amount from PBG, Transporter has to bring back the PBG value back to its original value i.e. 10 % of Contact Value.**

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- k). In the event of any penal action as mentioned above, being adopted, the SERVICE PROVIDER shall have no claim for compensation for any loss sustained by him / her by reason of his / her having purchased or procured any materials or entered into arrangement or made any advance on account of or with the view of the execution of the work or the performance thereof.
- l). BEML shall be at liberty to terminate the Agreement after giving notice of 15 days in writing to the SERVICE PROVIDER under following circumstances:-
- j) If any fraud or fraudulent motive is detected in the SERVICE PROVIDER's action with BEML and/or
 - k) If the SERVICE PROVIDER demands undue charges not stipulated in the Contract and/or
 - l) If any person connected with BEML or any official drawing salary from BEML becomes in any way interested in the Contract and/or
 - m) If the SERVICE PROVIDER himself or any of his servants be guilty of fraud or attempted fraud in connection with the Contract or offer any bribe to any person connected with BEML or to an official drawing salary from the BEML and/or
 - n) If the SERVICE PROVIDER employed any outside agent or sublets the contract or any right to payment there under without the consent in writing of BEML and/or,
 - o) If in the event of any deduction is being made from the SERVICE PROVIDER's PBG, the SERVICE PROVIDER fails to make good of the payment of such deduction within the time frame specified and/or.
 - p) If the SERVICE PROVIDER becomes insolvent or applies for relief as insolvent debtor and/or,
 - q) In case the SERVICE PROVIDER winds up business or if the SERVICE PROVIDER is a partnership Firm and it is dissolved or reconstituted, and/or,
 - r) If the SERVICE PROVIDER defaults or fails to comply with any of the terms and conditions set forth in this Contract.

In all the above cases, the SERVICE PROVIDER shall pay to BEML, in addition to any sum or sums of money which the SERVICE PROVIDER may be liable to pay under the provisions herein before stated, such sum as BEML may decide to be reasonable compensation for loss or inconvenience caused.

- 44. Fall Clause:** During the tenure of contract the approved Service Provider should not undertake any load within the purview of this Agreement at a lower rate / charges as agreed with BEML to any of the BEML customers. In case it is found BEML reserves the right to recover such excess amount from the Service providers bill / bills including from the previous bills and may be liable for

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cancellation of the transportation contract as well as encashment of the Performance Bank Guarantee.

45. APPROPRIATION: BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this Agreement or any other contract including contracts with other divisions 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. Should 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 Service provider shall pay BEML the balance due. BEML shall also be entitled to recover any amount due to them from the Performance Bank Guarantee executed in lieu thereof.

46. Termination of Contract: -

1. Should there be any default on the part of the Service provider in the satisfactory execution of the transport Agreement and if the performance continues to be unsatisfactory inspite of two written warnings, the transport Agreement is liable to be terminated without any further reference to the Service provider at the absolute discretion of BEML in addition to the levy of penalty / recovery of extra expenses incurred for making alternate arrangements and also the **Performance Bank Guarantee** will be en-cashed as per absolute discretion of **Chief of Stores of Respective Division/(Chief of Regional/District offices in case of marketing/services deptt).**

2. Notwithstanding anything stated in this Agreement the Company shall at the request of, the **Chief of Stores of Respective Division/(Chief of Regional/District offices in case of marketing/services deptt) or otherwise** have the right to terminate the Agreement at any time without notice and without assigning any reason, if he is of the opinion that the Service provider is negligent in rendering services in terms of this Agreement or the services rendered are not satisfactory.

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

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

47. ARBITRATION:

Applicable for Govt. / PSU Company (added)

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for

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Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act,1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

Applicable for other than Govt. / PSU Company (added)

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the 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 thereunder. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.)

Shipping/Stores Department of BEML Bangalore Complex/ KGF / Mysore/ Palakkad will be the deciding authority as regards the satisfactory performance or otherwise of the contract.

In case of dispute as regards the satisfactory performance or otherwise of the contract, the decision of the **Chief of Stores of respective Division / Regional Office / District Office** ” shall be final and legally binding.

All disputes and differences arising out of or in any way concerning the contract whatsoever shall be referred for decision to **“Chief of respective Division”**, whose decision shall be final and binding on all parties.

48. **JURISDICTION**: In respect of all matters arising out or pertaining to this tender and the contract coming into existence on acceptance thereof, the cause of action shall be deemed to have arisen only at BEML. All legal proceedings pertaining to the said contract shall be instituted in courts having territorial jurisdiction over the place where the registered office of BEML is situated, i.e. at Bangalore and no other court shall have the jurisdiction.

49. The Tender Document dated.....,shall form part and parcel of this Agreement and if any inconsistency between the terms of the Agreement and tender documents, the terms of the tender documents shall prevail.

For **BEML LIMITED**

For **SERVICE PROVIDER**

(Sign & Seal)

(Sign & Seal)

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Annexure-H
Technical Compliance Report

Sl No	Particulars	To be Filled and documents to be uploaded in PDF format wherever required	Complied
1	Constitution of Company i.e. (Proprietor/ Partnership / Pvt. Ltd./ Limited/ Other) Please upload Certificate of Incorporation / Registered Partnership Deed / Article of association applicable based on type/ nature of company:	Please indicate details and also upload self certified required documents. 1.----- ----- 2.----- -----	
2	Registration with the Indian Banker's Association.	Please upload self certified copy of the Valid Certificate which is in force.	
3	The Organization / partner shall have a minimum three years of past experience during last five year i.e. 01/05/2014 onwards with large undertakings, with Govt. and Public Sector undertakings or other large Organizations of repute in transporting engineering goods / electronic items Satisfactory Performance certificate(s) in support of three years of past experience during last five year i.e. 01/05/2014 onwards for transportation to be issued by an authorized officer of the Institutions /Customers on their company letter head indicating clearly period of contract(s) and details of transportation work carried out in respect of engineering goods / electronic items Period of contract(s) in Satisfactory Performance	Please upload the following in support of preceding three years of past experience: Self Attested Satisfactory Performance certificate(s) indicating clearly period of contract(s) and details of transportation work carried out in respect of engineering goods / electronic items . Period of contract(s) in Performance Certificate(s) must cover 3 years of past experience during last five year i.e. 01/05/2014 onwards .	

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	Certificate(s) must cover 3 years of past experience during last five year i.e. 01/02/2014 onwards.		
4	The tenderer must have Branch Offices with telephone/Mobile/email/fax at Bangalore, Mysore, KGF & Palakkad and should able to issue his own GC notes. (<u>Tenderer shall have office atleast within a radius of 60 kms from above indicated places</u>)-Tenderer must upload addresses for above 04 Branch offices as per Exhibit – A1.	Please upload duly filled Exhibit – A1 with sign and seal.	
5	Tenderer’s average annual turnover for the last three financial years (i.e. 2016-17, 2017-18 and 2018-19) shall not to be less than Rs.30 Lakhs. Example :- <u>Turn over (Rs. Crores)</u> 2016-17: A 2017-18: B 2018-19 : C _____ <u>(A+B+C) ≥ Rs.30 Lakhs</u> 3	Please indicate below the details: <u>Turn over (Rs. Crores)</u> 2016-17:----- 2017-18:----- 2018-19 :----- (Figures should be indicated above for year wise as appearing in Audited financial statements). Upload Self certified “summary of Balance Sheet and Profit & Loss Statement” for the above three financial years.	
6	Please upload duly signed with seal an “Undertaking letter” as a token of acceptance of all the tender terms and conditions on bidder’s letter head as per Annexure – C	Please print the text as per Annexure - C on your letter head and upload the same duly signed with seal by the bidder.	
7	Authorized signatory for the tender shall be the person holding ‘Authorization Letter from bidder	Authorization Letter to be uploaded	

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	on behalf of the firm/company/bidder-concerned who is authorized/empowered to act on behalf for the specific purpose and same to be uploaded		
8	Income Tax PAN Number	Upload self certified copy of PAN card.	
9	Latest annual Income Tax returns filed and duly acknowledged by the IT department	Upload self certified copy of Income Tax returns filed during 2018-19 (FY)	
10	Service tax Number	Upload self certified copy of Service tax Number	
11	Bank account numbers with Banker's Name, Address & Contact Number:	Please mention following: Bank A/c no. ----- Bank Name: ----- Bank Address: ----- ----- IFSC Code No. ----- Phone No. -----	
12	Tenderer to indicate ODA(Outside Delivery Area) / Non ODA against destinations indicated in tender notice as per Annexure-D and if it is ODA then distance to be indicated from their Nearest Branch Office and the same to be submitted along with Technical Bid(Part B)	Annexure-D, to be filled and the same to be submitted along with Technical Bid (Part B). If there is no ODA locations for the bidder, then need not submit Annexure-D and need not to quote for ODA charges.	

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