



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

District Office: BEML Limited, Mamidwar Tiles Factory Compound,
Ghugus Road, Padoli, Chandrapur – 442406.

Phone: 07172 – 287760, Fax: 07172 – 287560, E-mail: mnch@rm.beml.co.in

E-TENDER NOTICE (Open Domestic Tender)

Bid Invitation No. 6300030827

Date: 18-12-2019

Sub: Tender for Road Transport Contract for transportation of Components / Engineering Goods including spares by Road from BEML Limited, Chandrapur , Bhilai , Dalli Rajhara MARC Store to BEML Manufacturing Units /Regional Offices, District Offices, Service Centres & Activity Centres and various parts of Customer Sites /Vendors for Small Consignment/LCV/MGV/16 MT/25 MT Truck/Trailer.

Tender Estimated Value (Rs.)	Earnest Money Deposit (Rs.)	Tender Closing Date & Time
42,00,000.00	1,50,000.00	16-01-2020, 14:00 hours

BEML LIMITED invites tenders through e-mode from reputed transporters having experience with various Government/PSUs or other large organizations of repute for transportation of Components / Engineering Goods including spares by Road as per scope given below from BEML Limited, Chandrapur BEML Nagpur, Bhilai , Dalli Rajhara MARC Store to BEML Manufacturing Units /Regional Offices, District Offices, Service Centres & Activity Centres and various parts of Customer Sites /Vendors for Category – Small Consignment/LCV/MGV/16 MT/25 MT TRUCK/TRAILER.

Scope of Transportation: BEML Limited, Chandrapur (Maharashtra State) BEML Nagpur , Bhilai, Dalli Rajhara MARC Store to BEML Manufacturing Units /Regional Offices, District Offices, Service Centres & Activity Centres and various parts of Customer Sites /Vendors. BEML Manufacturing Units includes Marketing Divisions/Stores located within Manufacturing Units.

All Corrigenda, addenda, amendments, time extensions, clarifications, etc. if any to the tender will be hosted on BEML website: www.bemlindia.com only. Bidders should regularly visit BEML website to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.

Enclosure: Tender Document (50 Pages)

Sign & Seal of Bidder/Contractor

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Sign & Seal of Bidder/Contractor

Enclosure to the Bid Invitation No.**TERMS & CONDITIONS****1. Scope of Tender:**

This tender is designated as the tender for Road Transport Contract for Transportation of Components / Engineering Goods including spares by road as per the scope given below from BEML Limited, Chandrapur (Maharashtra State), BEML Limited Nagpur (Maharashtra), Bhilai , Dalli Rajhara MARC Store to BEML Manufacturing Units /Regional Office, District Offices, Service Centres & Activity Centres and various parts of Customer Sites /Vendor places for Small consignment/ LCV/MGV/16 MT Truck/25 MT TRUCK/Trailer for a period of 2 (Two) years commencing from the date of award of contract.

The scope of above transportation would be as follows:-

“BEML Limited, Chandrapur (Maharashtra State), BEML Limited-Nagpur (Maharashtra State), Bhilai , Dalli Rajhara MARC Store to BEML Manufacturing Units /Regional Offices, District Offices, Service Centres & Activity Centres and various parts of Customer Sites /Vendors. BEML Manufacturing Units includes Marketing Divisions/Stores located within Manufacturing Unit” .

Period of Contract: Two years from the date of issue of acceptance letter and extendable at the option of BEML Limited, Chandrapur with the same Terms & Conditions

2. Bid Submission:

Part	Description	Submission Mode
I	Pre-Qualification Bid	Manually
II	Technical Bid	Electronically (Through BEML SRM Portal)
III	Price Bid	

3. Part I - Pre-Qualification Bid:

Earnest Money Deposit: The Pre-Qualification Bid must be accompanied by an Earnest Money Deposit of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) which must be submitted through DD/NEFT/RTGS/Other electronic means by the bidders before the date & time of closing of tender. The bidder has to indicate transaction (UTR) Number of such payment in the bid.

The Earnest Money Deposit will be returned to all unsuccessful bidders within a period of 30 days from the date of award of contract. No interest shall be payable on Earnest Money Deposit in any case.

For successful bidder whose bid has been accepted and contract is awarded, the EMD shall be returned within 15 days from the date of acceptance of Bank Guarantee for Contract Performance.

Sign & Seal of Bidder/Contractor

Beneficiary Name : BEML Limited
Beneficiary Bank : State Bank of India
Address of the Bank : Padoli Branch, Chandrapur
Account No : 36300242240
IFS Code : SBIN0011145

Bank Commission charges will be to the account of the bidder.

The Pre-Qualification bid in sealed cover super scribing Pre-Qualification Bid, Bid Invitation Number, Closing date & time of Bid shall be submitted through Courier/Post/In person so as to reach at the following address before the due date & time of submission of tender.

The District Manager,
BEML Limited,
Mamidwar Tiles Factory Compound, Ghugus Road,
Padoli, Chandrapur- 442406, Maharashtra.

Pre-Qualification Bids received without full EMD Fee in the aforesaid manner or in any other manner or short in amount will be summarily rejected. Offers of tenderers will be considered for further processing subject to encashment of payment submitted towards EMD, else such tender will be rejected. The successful Tenderer has to submit the Performance Bank Guarantee (PBG) of Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand Only) within 15 Days of award of Contract/Letter of Acceptance by BEML. After receipt of PBG, EMD will be returned. The tenderer is advised to carefully go through the terms & conditions of tender before submitting the tender.

4. This tender form is not transferable under any circumstance.
5. 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.**
6. Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection.
7. 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.
8. 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.

Sign & Seal of Bidder/Contractor

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 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.

9. Other Terms & Conditions :

9.1 The 'Pre-Qualification Bid' shall be opened at **14:00 hrs** at BEML Chandrapur office **on 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 **16:00 Hrs on the tender due date**. Technical bids of only those tenderer shall be considered for evaluation who are meeting the pre-qualification criteria.

9.2 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.

9.3 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.

9.4 Fax/email quotations are not acceptable.

9.5 BEML reserves the right to accept or reject any bid without assigning any reasons thereof.

10. Pre-Bid Meeting :-

- i. Queries from Bidders if any, will be clarified during the pre-bid meeting which would be held on 26-12-2019 at 11.00 hrs.
- ii. The Bidders or their authorized representative are invited to attend Pre-Bid meeting, which will take place at

BEML LTD.,
Mamidwar Tiles Factory Compound,
Ghugus Road,
Padoli, Chandrapur- 442406

Sign & Seal of Bidder/Contractor

- 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 address bemlchandrapur@gmail.com.
 - v. The queries will be accepted and entertained up to one day prior to the pre- bid meeting i.e. & 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.
 - 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.
- 11.** 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.

12. TECHNICAL BID

<https://www.bemlindia.in/eprocurement/demo.php>

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 is to be uploaded as per ANNEXURE A along with relevant documents.**

- 12.1** For transporting goods, including equipment parts and machinery, BEML will select Transporter who shall satisfy the following criteria:-

The tenderer should own a fleet of sufficient capacity & dimension to carry Components / Engineering Goods including spares. The minimum requirement for Vehicles owned in the name of **Organization/Partners** and operated by the Tenderer Organization shall be as follows:

S NO	Category /Type of Vehicle	Minimum number of vehicles required
01	Small Consignment (0-1000 kg)	Not applicable
02	LCV (1 TO 5 MT)	At least 02 Nos. in LCV/MGV Category or such numbers depending upon the availability of Bidders locally
03	MGV (5.1 MT TO 7.5 MT)	
04	MGV 9 MT	
05	16 MT Truck	
06	25 MT Truck	
07	Trailer 40’ (HBT)	

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It may be noted that the trucks which are having side walls on three sides (with top side open) shall be treated as closed truck. Vehicles should be well maintained & in good running condition complying RTO norms.

13 Forfeiture of Earnest Money Deposit (Bid Guarantee)

- 13.1 If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form.
- 13.2 If the successful tenderer withdraw the offer after the tender is submitted /acceptance of the tender.
- 13.3 Bidder decides to withdraw any stations/booking office/warehouse opted during bidding, after the acceptance of the contract agreement.
- 13.4 If the successful tenderer fails to furnish a PBG (Performance Bank Guarantee) for a sum of **Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand only)** within 15 days after award of the contract/ Letter of Acceptance by BEML.
- 13.5 If the successful tenderer fails to start and perform work in accordance with the instructions given by BEML as per the agreed terms.
- 13.6 If the contract is not performed by the successful tenderer to the satisfaction of BEML.
- 13.7 If there is any breach of terms and conditions of the contract on the part of the successful tenderer after the contract is awarded.
- 13.8 In case of failure to execute the agreement.

14 Performance Bank Guarantee (PBG) :The successful tenderer shall furnish a Performance Bank Guarantee (as per BEML Proforma at **Annexure-E) for **Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand only)**executed by **any Nationalized Bank only** issued by Chandrapur branch within 15 days after award of the contract/ 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.**

14.1 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 Transporter. *Also Transporter to submit no claim certificate stating that no claim from BEML.*

14.2 Encashment of Performance Bank Guarantee by BEML: The Performance Bank Guarantee will be encashed by BEML to the extent necessary if the performance is not satisfactory. The decision of BEML will be final with regard to the encashment of Performance Bank Guarantee and the extent thereof.

15 Forfeiture of Performance Bank Guarantee

- 15.1** If the contract is not performed by the successful tenderer to the satisfaction of BEML.
- 15.2** If there is any breach of terms and conditions of the contract on the part of the successful tenderer after the contract is awarded.
- 15.3** In case of failure to execute the agreement.
- 15.4** Bidder decides to withdraw any stations/booking office/warehouse opted during bidding, after the acceptance of the contract agreement.
- 15.5** If the successful tenderer fails to start and perform work in accordance with the instructions given by BEML as per the agreed terms.

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 the capacity of an officer of BEML, the authority inviting tender shall be informed of the fact along with the offer, failing this, BEML may cancel the contract and forfeit the and EMD / **Performance Bank Guarantee** forthwith.

- 16** Transporters shall ensure that Motor Vehicle Act 1989 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- 17** Octroi and other levies, if any, in respect of destination stations shall be paid by the Transporter 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, door collection, door delivery charges etc., will be paid by BEML under any circumstances. While accepting consignment for transportation, the Transporters should ensure that necessary documents for check post are collected so that consignments are not detained enroute. If a consignment is detained enroute by checkpost authorities due to insufficient documentation or any other reason and penalty such as, advance tax, compound tax, etc is imposed such payments will have to be borne by the Transporters and consignment to be released and delivered in time and any detention on this account the Transporter would be responsible.

Loading and Unloading of material will be done by BEML within the premises of BEML and anywhere outside; it is the responsibility of the Transporter.

- 18 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.

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

19 Distance:

The distance for the purpose of freight admissibility shall be the **shortest route from Google Map depending on the type of load and vehicle**. The route applicable for transportation of Materials shall be decided on type of load and vehicle. The decision of Chief of Stores regarding distance/route etc will be final and binding.

Wherever Distance slabs provided in Price Bid, actual distance covered by transporter will be considered for payment. E.g. Distance slab is 0-250 Kms and actual distance travelled by transporter is 180 Kms then payment will be made for 180 Kms only.

Minimum chargeable distance shall be 100 Kms. This is in case of 0-250 Kms distance slab only.

20 FUEL PRICE VARIATION FORMULA

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 **18-12-2019**.

The rate of **M/s. Indian Oil Corporation, Chandrapur** will be taken as the basis for applicability of increase/decrease in rates. If the price increase of the HSD is less than 5% , no increase in freight charges will be considered. Any variation beyond 5% will be admitted, to the extent beyond 5%.

$$\text{Revision in Freight charges} = \frac{\text{Distance in Kms X Increase/ decrease in HSD Price Per Litre.}}{\text{Kms per Litre (Diesel Consumption)}}$$

Following diesel consumption pattern will form the basis for calculation of revision in freight charges:

TYPE OF VEHICLE	Kms PER LITRE (Diesel Consumption)
Small Consignment (0-1000 kg)	Not applicable
LCV (1 TO 5 MT)	7.00 KM
MGV (5.1 MT TO 7.5 MT)	3.50 KM
MGV 9 MT	3.50 KM
16 MT Truck	3.50 KM
25 MT Truck	2.50 KM
Trailer 40' (HBT)	2.50 KM

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- **HSD rates prevailing on the date of tendering i.e. as on 18-12-2019**, will be taken as a base for finalizing the contract.
- Any addition / subtraction in the Diesel price variation beyond 5% will be reviewed once in 3 months from the contract date and rate amendments will be made accordingly which are valid for the next 3 months.
- The weighted average price of Diesel for the previous period of 3 months, will be applicable for the next 3 months to determine rates of various contracts. (For example: if the average increase of previous 3 months is 7%, the applicable increase will be 2% (i.e. 7% minus 5%) for the next 3 months.)

e.g. Period from 01-05-2019 to 31-07-2019 (3 months)

From 01-05-2019 to 15-05-2019 – 15 Days	Rs.X1
From 16-05-2019 to 25-05-2019 – 10 Days	Rs.X2
From 26-05-2019 to 05-06-2019 – 11 Days	Rs.X3
From 06-06-2019 to 30-06-2019 – 25 Days	Rs.X4
From 01-07-2019 to 31-07-2019 – 31 Days	Rs.X5

92 Days

Applicable weighted Price of Diesel for the period from 01.08.2019 to 31.10.2019 will be :-
 $[(15 \times X1) + (10 \times X2) + (11 \times X3) + (25 \times X4) + (31 \times X5)] / 92$

In case the Contract starts from other than the calendar 1st day of Quarter, fuel price variation for first block period will be calculated considering actual no. of days between date of tendering and 1st day of nearest Calendar Quarter.

21 PART II: PRICE BID

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

The rates quoted during bidding should be the same for transport of goods either way i.e. vice versa (Inbound / Outbound consignments.)

The tenderer shall quote the 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-C**

22 Determination of Lowest Tenderer (L1):-

22.1 In case Bidder is not quoting for all the activities in price bid, then their offer shall be rejected.

22.2 The lowest bidder for particular line item will only be considered as L1.

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22.3 BEML shall have only one **Transporter (L1) for each line item activity.**

22.4 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.

22.5 Tenderers are requested to make note that any unreasonable quote for particular line item will be straight away rejected without assigning any reason.

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

23 Business Commitment:-

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

24 The successful tenderer/s (henceforth referred as Transporter) shall enter into a **Contract Agreement** on a Rs. 200/-/(as applicable) stamp paper within **15 days from the date of issue of acceptance letter** 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 up to one year at the same terms & conditions. The draft agreement (as per BEML Proforma at **Annexure-E**) to be signed after finalization of the contract.

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

25 Transit safety of goods:-

It shall be the responsibility of the Transporter 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 Transporter shall be liable to pay for any loss or damage on account of non-delivery/short delivery of the consignments.

The Transporter 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.

Goods loaded in the vehicles should be fully protected by covering it properly wherever required by the Transporter. The Transporter 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 Transporter for transportation, be it due to whatever reason, shall be made good by the Transporter to BEML.

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Further, the Transporter 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 Transporter 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 Transporter shall also not collect storage charges on self consignments. In case of urgency the Transporter should handover self consignments on request and G.C. note will be surrendered as early as possible.

The Transporter shall also not to collect storage charges on other self consignments which are not covered by the Contract. For whatsoever reasons the consignments should not be detained but should be delivered to Stores.

The Transporter is liable for any loss or damage caused to BEML until the consignment is safely delivered. In case of short delivery/damages in transit, the Transporter should issue Certificates on their Letter Head to BEML at the time of affecting the delivery. In case of open delivery the Transporter 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’ under writers prefer the claim on the Transporter at a later date and it is binding on the part of the transporter to settle the claim within a reasonable period.

Any claim made by BEML arising under this contract to be settled and paid by the Transporter 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 Transporter.

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 Transporter shall be held as trustee of the consignment entrusted to him for transportation and accountable thereof accordingly. Transporter is responsible for safe delivery of consignments at assigned site and should the Transporter’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 Transporter’s and Transporter alone is responsible for settling all claims and or liabilities arising there from.

Adequate and well protected warehousing facilities to handle bulk and heavy consignments at all Branches, if required to be ensured.

26 Delivery of Goods:

The Transporter should have their own Office/Warehouse at BEML designated unit location. They themselves should deliver the consignment/s in their own G.C. note for delivery. In case the Transporter 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 Transporter’s outstanding bills/. The consignment should accompany with TWO copies of the G.C. note for Delivery.

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The Transporter 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 Transporter on any ground whatsoever. In the event of such non-delivery the Transporter shall be liable for damages / losses caused to the Company. If the Transporter collect any consignment after the date of expiry of the Contract, he shall not withhold such consignments and deliver the consignments at BEML. In such cases Transporter will be paid only as per last/previous contract rates.

27. Calculation of Parts Load :-

A. In calculating the weight for payment (arrived at by Dead Weight);

- (i) If a consignment weighs less than half a tonne, the payment will be made for half tonne.
- (ii) If it is one tonne or more, but below 1 1/2 (one & half) ton, it will be made for 1 tonne.
- (iii) In case the consignments weigh over 1tonne, fractions over a tonne will be deemed as a full tonne where it is half or more than half, and ignored where it is less than half a tonne.

B. In calculating the weight for payment on volume basis, conversion of one “Cubic meter” shall be considered as equivalent to weight of **0.450 MT** and part thereof.

Payment for the full vehicle capacity will be made in case of load covering or exceeding the vehicle volumetric capacity (even if the volumetric weight falls below vehicle capacity).

However, if the volume covered by the load is less than the full capacity of the vehicle, payment will be made based on the volumetric calculation only and not for the full capacity of the vehicle.

The payment will be made with an approval from Chief of Stores, BEML designated unit.

28. ODC Consignments :-

In case of ODC consignments it is the responsibility of Transporter to place suitable vehicles. However, 10% extra charges are admissible for ODC consignments with an approval from Chief of Stores, BEML designated unit.

29. Deployment of Vehicle

All consignments shall be lifted by the Transporter in the type of vehicle specified from BEML, Chandrapur BEML Nagpur & BEML, Bhilai, Dalli Rajhara MARC Stores works and delivered to the designated consignee specified. The Transporter shall contact the Stores Department, BEML, Chandrapur, BEML Nagpur & BEML Bhilai , whenever called by Stores Incharge and ascertain details of consignments and arrange for transportation of the same after obtaining necessary work order/loading slip.

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It shall be the responsibility of the Transporter to ensure the availability of the roadworthy vehicle as may be required by us.

The Transporter will be responsible to provide vehicles either to BEML or their suppliers and deploy it in time frame **within 24 hrs from receipt of intimation from BEML/Supplier**.

The Transporter should ensure that the trucks will report to BEML destination places for unloading between 9 AM and 4 PM and for our Manufacture Plants between 7.30 AM to 2.30 PM. The company will not be responsible for delay in unloading/detention of the trucks, if reported after the specified time.

While accepting consignment for transportation, the Transporters should ensure that necessary documents for check-post are collected so that consignments are not detained enroute. If a consignment is detained enroute by check-post authorities due to insufficient documentation or anyreason and penalty such as, tax, compound tax, etc is imposed such payments will have to be borne by the Transporters and consignment to be released and delivered in time and any detention on this account the Transporter would be responsible.

Each Item / case / package / wooden box should be marked invariably with the details such as GC NOTE NO., Number of Cases booked etc., so as to enable the concerned receiving stores to identify/account the item and accelerate the processing of the same.

It shall be the responsibility of the Transporter to arrange as many vehicles as may be required and are to be road worthy to transport the consignments entrusted to him from time to time. The vehicles shall conform to the respective Government regulations, Motor Vehicle Rules and be fully licensed on that behalf.

Tenderer to Possess minimum number of TRUCKs as indicated at **Clause 12.1** and to be registered **inCompany /Partners name** and to be able to place the vehicles at shortest notice as per **Clause 30**.

30. The vehicles should be positioned during day time only for loading. The vehicles will not be generally loaded after day time and on weekly holidays, factory holidays or on any other unforeseen holidays except under emergency/special circumstances. Detention charges of vehicles will not be admitted under any circumstances if the vehicles have to stay overnight before they are loaded.
31. BEML reserves the right to use its own transport or the transport of other road transport contractors of its own choice and discretion during the tenure of the contract, whenever required, particularly when the Transporter is unable to quickly transport the consignments or when he fails to place the vehicles in time then BEML will have the right to transport the consignments through any other agency at the sole risk and cost of the Transporter. **The excess freight thus incurred in this regard will be to the Transporter's account and the same will be recovered from the Transporter's outstanding bills/Security Deposit/PBG on case to case basis.**

BEML also reserves the right to enter into parallel contracts with any other Transporter.

32. Three copies of G.C.(Goods Consignment) Notes shall accompany the consignment.
33. Transshipment of the consignment is permitted for all categories **subject to the provision of GST if any. Further expenses if incurred to such transshipment is not reimbursable.** However, Sub-contracting of the transportation of the consignment is not permitted.
34. **Pick-up and Loading / Unloading:-**

All inward consignments shall be lifted by the Transporter from Harbour /Clearing Agent’s Warehouse, Customer/ Supplier’s works /Stock yards/Any other place etc. and in turn delivered to BEML STORES at Designated Location. Outward consignments shall similarly be lifted by the Transporter from BEML Shipping Departments and in turn delivered to the Customers/ Supplier’s Warehouse.

Multipoint collection / delivery charges beyond 2 points will be paid at the rate of Rs.250/-per point for collection or delivery. ***Multipoint collection / delivery is permissible up to four points on need basis. This is applicable within 75 kms radius.***

35. **TIME SCHEDULE:** -Timely delivery is the essence of the contract. The Transporter shall therefore, ensure that the consignment entrusted to them for carriage is transported and delivered safely to the designated consignees/BEML- the shortest possible time from the date of booking.

Following are the expected distances required to be covered per day category wise:

Category	Expected Travel Distance/day
Small Consignment (0-1000 kg)	a) Within WEST - 4 days
	b) WEST to NORTH - 8 Days
	c) WEST to SOUTH -5 Days
	d) WEST to EAST - 9 Days
	e) WEST to NORTH EAST - 12 Days
LCV (1 TO 5 MT)	250 KM
MGV (5.1 MT TO 7.5 MT)	250 KM
MGV 9 MT	250 KM
16 MT Truck	250 KM
25 MT Truck	250 KM
Trailer 40’ (HBT)	200 KM

Permissible Delivery period to be exclusive of loading day only.

The Transporter will arrange to inform BEML either by Phone / SMS /Fax or e-mail about & upon reaching the destination, failing which penalty will be levied at Rs.200/- per day for non receipt of messages and this amount will be deducted from Transporters bill, **in case LD is levied on BEML by our customer for delay in delivery arising out of non-communication.**

36. The vehicles should be GPS enabled to ensure continuous monitoring of movement of consignments.

37. Intimation of delivery of equipment at destination and acknowledgement has to be submitted to Designated Office within 7 days of delivery. Weekly report on progress of consignment movement while in transit to be submitted to BEML positively in writing.
38. Transporter has to submit report regarding any break down/accident while in transit immediately to BEML, by Phone, Fax or e-mail and take immediate action as directed by BEML and on failure of action, Security Deposit/PBG will be forfeited in addition to termination of contract and other penalty.
39. In case of any accident, the Transporter should protect the right of recovery by lodging FIR in co-ordination with insurance surveyor, etc. LCV/MGV/16MT TRUCK/25 MT TRUCK/TRAILER Vehicles carrying the equipment/consignment/items is not to be moved from the accident spot before the survey by the Insurance Company is done.
40. **PENALTY CLAUSE:-**

- 40.1 If the Transporter fails to deliver the goods within the stipulated time, then transporter will be liable for a penalty @ 5% per day of the total freight charges for the delayed deliveries subject to a maximum of 50%.
- 40.2 Even if the goods are delayed en-route for any valid reasons beyond the Transporter control and the goods are not delivered at the destination within 30 days from the date of dispatch, the Transporter bill will not be paid.
- 40.3 In addition to the above, any extra or consequential expenses incurred by BEML due to non-placement of vehicle, shall be recovered from respective Transporters' outstanding bills.

If the Transporter 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 Transporter. The **excess freight and any extra expenses** thus incurred in this regard will be charged to the Transporter's account and the same will be recovered from the Transporter's outstanding bills. In addition to this, a penalty of the Rs.3000/- per day per consignment for each occasion will be levied.

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. Rs3.5 Lakhs (Rupees Three Lakhs Fifty Thousand Only) within 15 days.**

41. **Price Fall Clause:**

During the tenure of contract the approved Transporter 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 Transporters bill / bills including from the previous bills and may be liable for cancellation of the transportation contract as well as encashment of the Security Deposit/PBG.

42. Payment:

The Transporter shall furnish a weekly statement in duplicate showing the position as on every Monday, indicating the details of Consignments received during the week and held in their warehouse for want of G.C. note/s.

Bills for payment of freight charges shall be submitted separately for each consignment in TRIPLICATE, duly supported by original /consignee copy, with printed number on goods consignment note, duly acknowledged by the Consignee for safe and correct receipt of goods and marked to the attention of **Chief of Stores, BEML designated unit**, within 7 days from the date of delivery of goods and payment will be made **within 30 days of submission of bills**. The road permit wherever issued to the Transporter to be handed over to consignee and acknowledgement to be obtained and submitted along with bills for payment.

The Transporter shall be responsible to ensure collection of documents such as delivery challan, packing list, excise cum invoice (duplicate for Transporter 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.

In the event of non-delivery of the excise cum invoice (duplicate for Transporter copy) handed over by the Vendor along with the consignments, the Excise Duty amount will be recovered from the Transporter, 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 Transporter Bills.

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.

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

In case of inter-Division materials movement Consignor will be the payment making authority.

- 43.** 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. 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

Sign & Seal of Bidder/Contractor

to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due. BEML shall also be entitled to recover any amount due to them from the Security Deposit/PBG executed in lieu thereof.

45. Termination of Contract:-

- a. Should there be any default on the part of the Transporter 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 Transporter 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 **Security Deposit/PBG** will be en-cashed as per absolute discretion of The **District Manager, BEML Ltd.**
- b. Notwithstanding anything stated in this contract, The **District Manager, BEML Ltd** will have the right to terminate the contract without notice and without assigning any reason, if he is of the opinion that the Transporter is negligent in rendering services in terms of this contract or the services rendered are not satisfactory.

46. TRANSPORTERS RESPONSIBILITY / LIABILITY:

- a. The Transporter shall always be regarded, as an independent contractor 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 Transporter.
- b. BEML shall not be liable / responsible for the claims, if any, of the employees of the Transporter under Workmen Compensation Act or any other enactments. The Transporter shall keep BEML fully indemnified and harmless always against all claims and proceedings, if any, of his employees or other against BEML.
- c. The Transporter 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 Transporter entering the BEML premises will be subject to scrutiny, check and other rules framed by BEML, Transporter shall also ensure good behavior with our customer at the time of giving delivery.
- d. The Transporter 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

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be reimbursed to BEML immediately on receipt of a claim or the same shall be recovered out of any of the amounts due to the Transporter.

- e. During the currency of the contract, the Transporter 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 Transporter or its employees or representatives the Transporter shall compensate BEML for such loss as assessed by BEML.
- f. Transporter 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.
- g. 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-14001, Environment Management System.
- h. The Transporter 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 State Govt. Rules etc., and also the provisions of all other laws such as Industrial Disputes Act, Factories Act, Employees State Insurance Act, Workmen Compensation Act, Employees Provident Fund Act, Gratuity Act., etc., as may be applicable to the Transporter 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 Transporter and or on any other account.
- i. 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 Transporters in connection with the transportation of BEML's consignments entrusted to them for transportation or any consequent liability and the Transporters shall keep BEML fully indemnified in that behalf.
- j. The Transporter should provide the valid Driving License & Accident free record of each driver before taking up the BEML consignment for movement. The driver of the vehicle should have the cell phone for easy communication & to know the status of the delivery then & there.

47. 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.

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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.

48. ARBITRATION:

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

In case of dispute as regards the satisfactory performance or otherwise of the contract, the decision of The **District Manager, BEML Ltd** 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 “The **District Manager, BEML Ltd**”, whose decision shall be final and binding on the all parties.

49. 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 Chandrapur and no other court shall have the jurisdiction.

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

Sign & Seal of Bidder/Contractor

TECHNICAL BID DETAILS

(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.

In case any document / clarification required for these clauses by Technical Evaluation Committee, the same shall be asked from the bidders. =

Sl No	Particulars	To be Filled and documents to be uploaded in PDF format wherever required
1.	Name of Transporter along with Complete address and Contact Nos	<i>Please indicate</i> Name:----- Address:----- ----- ----- ----- Phone no.----- Contact Person name:----- Email Address:----- Mobile no.-----
2.	Constitution of Company i.e. (Proprietor/ Partnership / Pvt. Ltd./ Limited/ Other) Attach Certificate of Incorporation / Registered Partnership Deed / Article of association applicable based of type nature of company:	<i>Please indicate details and also upload required document.</i> -----
3.	No. of years in Business:	No. of Years :-----

Sign & Seal of Bidder/Contractor

4.	Name and Contact Details of the management:	<i>Please upload duly filled "Exhibit – A1"</i>
5.	Income Tax PAN Number	<i>Upload self certified copy of PAN card.</i>
6.	Latest annual Income Tax returns filed and duly acknowledged by the IT department for the last 3 years	Upload self certified copy of Income Tax returns filed during years FY : 2016-17, 2017-18 & 2018-19
7.	Service tax Number	<i>Upload self certified copy of Service tax Registration</i>
8.	Bank account numbers with Banker's Name, Address & Contact Number:	<i>Please indicate</i> Bank A/c no.----- Bank Name:----- Bank Address:----- ----- ----- Phone No.-----
9.	Registration with the Indian Banker's Association.	<i>Please upload self certified copy of the Valid Certificate which is in force.</i>
10.	The tenderer shall affix seal and sign on each and every page of tender document along with all Corrigenda, addenda, Amendments, Clarifications etc if any to Tender and upload the same as a token of acceptance of all the tender terms & conditions.	<i>Please sign with seal all Tender document pages (alongwith all Corrigenda, addenda, Amendments, Clarifications etc if any issued to the Tender) and upload the same.</i>
11.	Please upload duly signed with seal an "Undertaking letter" as a token of acceptance of all tender terms and conditions on Company's letter head as per Annexure-B	<i>Please print the text as per Annexure-B on your letter head and upload the same duly signed with seal by the bidder alongwith witnesses name and signature.</i>
12.	The tenderer must have a Branch Office with telephone/Mobile/email/fax at Chandpur. If tenderer is not having branch office as mentioned above, then their offer will be summarily rejected. Tenderer must provide addresses for above branch office as per exhibit – A2.	<i>Please upload duly filled Exhibit-A3 with sign and seal.</i>
13.	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.3.5 Lakhs	<i>Please indicate below the details:</i> Turn over (Rs. Lakhs) 2016-17:----- 2017-18:----- 2018-19 :----- (Figures should be indicated above for year wise as appearing in Audited

Sign & Seal of Bidder/Contractor

		<p>financial statements.) Upload Self certified “summary of Balance Sheet and Profit & Loss Statement” for the above three financial years.</p>																				
<p>14.</p>	<p>The minimum requirement of trucks owned by organization/Partners and operated by the Tenderer organization shall be as under :</p> <table border="1" data-bbox="324 478 1023 926"> <thead> <tr> <th data-bbox="324 478 406 556">S NO</th> <th data-bbox="406 478 698 556">Category /Type of Vehicle</th> <th data-bbox="698 478 1023 556">Minimum number of vehicles required</th> </tr> </thead> <tbody> <tr> <td data-bbox="324 556 406 640">1</td> <td data-bbox="406 556 698 640">Small Consignment (0-1000 kg)</td> <td data-bbox="698 556 1023 640">Not applicable</td> </tr> <tr> <td data-bbox="324 640 406 682">2</td> <td data-bbox="406 640 698 682">LCV (1 TO 5 MT)</td> <td data-bbox="698 640 1023 926" rowspan="5"> At least 02 Nos. in LCV/MGV Category or such numbers depending upon the availability of Bidders locally </td> </tr> <tr> <td data-bbox="324 682 406 766">3</td> <td data-bbox="406 682 698 766">MGV (5.1 MT TO 7.5 MT)</td> </tr> <tr> <td data-bbox="324 766 406 808">4</td> <td data-bbox="406 766 698 808">MGV 9 MT</td> </tr> <tr> <td data-bbox="324 808 406 850">5</td> <td data-bbox="406 808 698 850">16 MT Truck</td> </tr> <tr> <td data-bbox="324 850 406 892">6</td> <td data-bbox="406 850 698 892">25 MT Truck</td> </tr> <tr> <td data-bbox="324 892 406 926">7</td> <td data-bbox="406 892 698 926">Trailer 40’ (HBT)</td> <td data-bbox="698 892 1023 926"></td> </tr> </tbody> </table> <p>Transporters shall upload the documents for having the above trucks along with the supporting documents like Registration Certificate (RC), Insurance and B-Register Extract (valid as on tender date) etc.,for each ...vehicle separately in well arranged manner along with Technical Bid. B-Register Extract to be provided in similar lines to the B-Register Extract format as per Exhibit-A3, all the transporters to provide all vehicle details from concerned authorities to ensure ownership of no. of vehicles.</p> <p>Also Tenderer shall upload duly filled Exhibit – A4 with sign and seal along with supporting documents</p>	S NO	Category /Type of Vehicle	Minimum number of vehicles required	1	Small Consignment (0-1000 kg)	Not applicable	2	LCV (1 TO 5 MT)	At least 02 Nos. in LCV/MGV Category or such numbers depending upon the availability of Bidders locally	3	MGV (5.1 MT TO 7.5 MT)	4	MGV 9 MT	5	16 MT Truck	6	25 MT Truck	7	Trailer 40’ (HBT)		<p>Please upload self-certified copy of valid Registration Certificate (RC), Insurance, B-Register Extract format as per Exhibit-A4 for each vehicle and duly filled Exhibit – A5 with sign and seal along with supporting documents.</p>
S NO	Category /Type of Vehicle	Minimum number of vehicles required																				
1	Small Consignment (0-1000 kg)	Not applicable																				
2	LCV (1 TO 5 MT)	At least 02 Nos. in LCV/MGV Category or such numbers depending upon the availability of Bidders locally																				
3	MGV (5.1 MT TO 7.5 MT)																					
4	MGV 9 MT																					
5	16 MT Truck																					
6	25 MT Truck																					
7	Trailer 40’ (HBT)																					
<p>15.</p>	<p>The tenderer shall have a minimum three years of past experience (during last five years)with various Govt/PSUs or other large organizations of repute (as on date of tender opening) transporting heavy earth moving equipments and engineering goods. To be well versed in loading, unloading and door delivering Engineering goods and heavy packages Institutions for which such services have been rendered should be indicated (as per Exhibit A2) with details along with Performance certificates to be uploaded which should not be more than 3 months old from date of tender issue& to be issued by Competent Official on Company’s Letter Head.</p>	<p>Please upload duly filled Exhibit – A2” with sign and seal and the following Self Attested Running Agreements (minimum 2) Self Attested Performance certificates (minimum 2)</p>																				

	Self certified photocopy of Running contract agreements with various Govt / PSUs or other large organizations of repute to be attached. You should provide minimum two customer references.	
16	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, failing this, BEML reserves the right to cancel the contract and forfeit the EMD / Performance Bank Guarantee forthwith.	If relation or relations employed in BEML. please declare with complete details and upload. If nothing is declared then it will be presumed that there is no relation / relations employed in BEML.
17	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 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. 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.
18	Authorized signatory for the tender shall be the person holding ' Authorization Letter from Company ' on behalf of the firm/company/bidder-concerned who is authorized/empowered to act on behalf for the specific purpose and same to be uploaded.	Authorization Letter to be uploaded

NOTE: All the terms indicated above form part of tender terms and conditions.

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 Rs. 3.5 Lakhs (Rupees Three Lakhs Fifty Thousand Only) 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.

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

Sign & Seal of Bidder/Contractor

Bid Invitation No.

Annexure B

(To be typed by Bidder on Bidders letter Head)

To,

The District Manager
BEML Limited,
Chandrapur

Sub: - Undertaking with respect to **Bid Invitation**.

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 **Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand Only)** as Performance Bank Guarantee from an **Indian Public Sector Bank** 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 50)** 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

Management Contact Details of Transporter

Name of the Transporter :-

Address:-

S NO	NAME	DESIGNATION	ADDRESS	CONTACT DETAILS

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Exhibit – A2

BRANCH OFFICE DETAILS

Sl. No.	Location	Full Address	Contact Details (Name, Mobile No/ Phone & Email Id)
01	Chandrapur		
02	Bhilai		

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 at least within a radius of 60 kms.)**

Sign & Seal of Bidder/Contractor

Exhibit – A3

B-Extract Format

Transport Department

- 01. Vehicle Registration No. :
- 02. Date of Registration :
- 03. Particulars of previous registration, if any :
- 04. Name of the Regd. Owner :
- Full Address :
- 05. Whether held under HPA, :
- if so name of the financier :
- 06. Brief description of vehicle :
- 07. Class of Vehicle :
- 08. Maker's Name :
- 09. Type of body :
- Month/Year of Manufacture :
- 10. Engine Number :
- 11. Chassis Number :
- 12. Number of cylinder :
- 13. Horse Power :
- 14. Dimension of LCV/MGV TRUCK : Length :
- Width :
- 15. Capacity of LCV/MGV : a. Unladen Weight :
- (as Registered) b. Gross Weight :

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- 16. Number, Description & size of Tyres :
 - a. Front Axle :
 - b. Rear Axle :
 - c. Any other Axle :
 - d. Tandem Axle :
- 17. Regd. Axle Weight :
 - a. Front Axle :
 - b. Rear Axle :
 - c. Any other Axle :
 - d. Tandem Axle :
- 18. Fitness Certificate (F.C) Validity :
- 19. Road Tax Token Validity : ..
- 20. Insurance Validity : ...
- 21. Authorization for National Permit with current validity :
- 22. State(s) for which Permit is given :
- 23. Latest Emission Test Certificate :

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Authorized Signatory

Regional Transport Office

Sign & Seal of Bidder/Contractor

Exhibit A4

Vehicle Details

Transport Name :

(Category- LCV/MGV/16MT/25MT/TRUCK)

Sl. No.	RC Book Copy Provided Yes/No	B-Extract Copy Provided – Yes/No	Vehicle Registration No. Date	Indicate Whether Vehicle in Company Name/ Partner Name	Insurance No. / Validity	Name of the Insurance Company
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Place:

Date:

Sign & Seal of Bidder/Contractor

Price Bid Format

ANNEXURE- C

CATEGORY –SMALL CONSIGNMENT/LCV/MGV/16MT/TRAILER

<p>A) BEML Ltd, Chandrapur , Bhilai , Dalli Rajhara MARC Site to BEML Manufacturing Units, Regional & District Offices and various parts of India/ Customer sites.</p> <p>B) From Vendors/ Customer sites places to BEML LTD, Chandrapur , Bhilai , Dalli Rajhara MARC Site</p>				
S NO	Category/Weight	Distance	Unit	Rate in Rs.
1	Small Consignment upto 1000 Kgs	0-250 Kms	KG / KM	Please quote the rates against the respective items (Sl. Nos. 01 to 05) in 'Item Data' in the system.
2		251 - 500 Kms	KG / KM	
3		501 Kms - 750 Kms	KG / KM	
4		751 Kms - 1000 Kms	KG / KM	
5		above 1000 Kms	KG / KM	
6	LCV >2 MT and up to 3.5 MT	0-250 Kms	Per KM	Please quote the rates against the respective items (Sl. Nos. 06 to 10) in 'Item Data' in the system.
7		251 - 500 Kms	Per KM	
8		501 Kms - 750 Kms	Per KM	
9		751 Kms - 1000 Kms	Per KM	
10		above 1000 Kms	Per KM	
11	LCV >3.5 MT and up to 5 MT	0-250 Kms	Per KM	Please quote the rates against the respective items (Sl. Nos. 11 to 15) in 'Item Data' in the system.
12		251 - 500 Kms	Per KM	
13		501 Kms - 750 Kms	Per KM	
14		751 Kms - 1000 Kms	Per KM	
15		above 1000 Kms	Per KM	
16	MCV >5 MT and up to 7.5 MT	0-250 Kms	Per KM	Please quote the rates against the respective items (Sl. Nos. 16 to 20) in 'Item Data' in the system.
17		251 - 500 Kms	Per KM	
18		501 Kms - 750 Kms	Per KM	
19		751 Kms - 1000 Kms	Per KM	
20		above 1000 Kms	Per KM	
21	MCV >7.5 MT and up to 9.0 MT	0-250 Kms	Per KM	Please quote the rates against the respective items (Sl. Nos. 21 to 25) in 'Item Data' in the system.
22		251 - 500 Kms	Per KM	
23		501 Kms - 750 Kms	Per KM	
24		751 Kms - 1000 Kms	Per KM	
25		above 1000 Kms	Per KM	

Sign & Seal of Bidder/Contractor

26	16 MT CLOSED TRUCK	0-250 Kms	Per KM	Please quote the rates against the respective items (Sl. Nos. 26 to 30) in 'Item Data' in the system.
27		251 - 500 Kms	Per KM	
28		501 Kms - 750 Kms	Per KM	
29		751 Kms - 1000 Kms	Per KM	
30		above 1000 Kms	Per KM	
31	25 MT CLOSED TRUCK	0-250 Kms	Per KM	Please quote the rates against the respective items (Sl. Nos. 31 to 35) in 'Item Data' in the system.
32		251 - 500 Kms	Per KM	
33		501 Kms - 750 Kms	Per KM	
34		751 Kms - 1000 Kms	Per KM	
35		above 1000 Kms	Per KM	
36	40 FEET HIGH BED TRAILER	0-250 Kms	Per KM	Please quote the rates against the respective items (Sl. Nos. 36 to 40) in 'Item Data' in the system.
37		251 - 500 Kms	Per KM	
38		501 Kms - 750 Kms	Per KM	
39		751 Kms - 1000 Kms	Per KM	
40		above 1000 Kms	Per KM	

A) LOCAL MOVEMENT FOR CHANDRAPUR (In & around 30 Kms & 50 Kms from BEML, Padoli Chandrapur & BHILAI and vice versa (Per Trip is one way only).			
UPTO 2 MT	In & around 30Kms from BEML, Chandrapur/ Bhilai and vice versa	Per Trip	Please quote the rates against the Sl. No. 41 in 'Item Data' in the system.
UPTO 2 MT	In & around 50Kms from BEML, Padoli Chandrapur/ Bhilai and vice versa	Per Trip	Please quote the rates against the Sl. No. 42 in 'Item Data' in the system.
2 MT TO 5 MT	In & around 30Kms from BEML, Chandrapur/ Bhilai and vice versa	Per Trip	Please quote the rates against the Sl. No. 43 in 'Item Data' in the system.
2 MT TO 5 MT	In & around 50Kms from BEML, Padoli Chandrapur/ Bhilai and vice versa	Per Trip	Please quote the rates against the Sl. No. 44 in 'Item Data' in the system.
5 MT to 7.5 MT	In & around 30Kms from BEML, Chandrapur/ Bhilai and vice versa	Per Trip	Please quote the rates against the Sl. No. 45 in 'Item Data' in the system.

5 MT to 7.5 MT	In & around 50Kms from BEML, Padoli Chandrapur/ Bhilai and vice versa	Per Trip	Please quote the rates against the Sl. No. 46 in 'Item Data' in the system.
7.5 MT TO 9 MT	In & around 30Kms from BEML, Chandrapur/ Bhilai and vice versa	Per Trip	Please quote the rates against the Sl. No. 47 in 'Item Data' in the system.
7.5 MT TO 9 MT	In & around 50Kms from BEML, Padoli Chandrapur/ Bhilai and vice versa	Per Trip	Please quote the rates against the Sl. No. 48 in 'Item Data' in the system.
16 MT Closed Truck	In & around 30Kms from BEML, Chandrapur/ Bhilai and vice versa	Per Trip	Please quote the rates against the Sl. No. 49 in 'Item Data' in the system.
16 MT Closed Truck	In & around 50Kms from BEML, Padoli Chandrapur/ Bhilai and vice versa	Per Trip	Please quote the rates against the Sl. No. 50 in 'Item Data' in the system.
25 MT Closed Truck	In & around 30Kms from BEML, Chandrapur/ Bhilai and vice versa	Per Trip	Please quote the rates against the Sl. No. 51 in 'Item Data' in the system.
25 MT Closed Truck	In & around 50Kms from BEML, Chandrapur/ Bhilai and vice versa	Per Trip	Please quote the rates against the Sl. No. 52 in 'Item Data' in the system.

- 1) In case Bidder is not quoting for all activities, then their offer shall be rejected for that Category.
- 2) The lowest bidder for particular line item only be considered as L1.
- 3) BEML shall have only one Transporter (L1) for each line item activity.
- 4) Wherever Distance slabs provided actual distance covered by transporter will be considered for payment. E.g. Distance slab is 0-250 Kms and actual distance travelled by transporter is 180 Kms then payment will be made for 180 Kms only.

ANNEXURE- D

FORMAT OF PERFORMANCE BANK GUARNATEE FOR SERVICE CONTRACT

Note:

1. This guarantee should be furnished by **any Indian Public Sector Banks only.**
2. This bank guarantee should be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 100./-)

The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

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

The District Manager
 BEML Limited
 Mamidwar Tiles Factory Compound,
 GhugusRoad,Padoli,
 Chandrapur-442406.

M/s(Name of the Transport Contractor) having their office atand its Registered office at(hereinafter called the contractor) has entered into an agreement No:..... (hereinafter called the said agreement) with M/s BEML Limited, Chandrapur(hereinafter called the Company) for under mentioned transport of Components / Engineering Goods on the terms and conditions in the said agreement.

In terms of the said agreement the Transporter is required to and has agreed to furnish to the company a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards security for the due and faithful performance of the terms of the said agreement and against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said Transporter of any of the terms or conditions contained in the said agreement.

(Name of the BANK) having its office at has agreed at the request of the contractor to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor’s failure to perform the said agreement. Any such demand made on the Bank by the company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto **xx/xx/xxxx (date)** or the extended period if any.

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only). Any change or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee.

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

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

We, (Name of the BANK) further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

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

AGREEMENT

Road Transport for Transportation of Components / Engineering Goods including spares by road for **Category –Small consignment/LCV/MGV/16 MT/25MT/Trailer** for a period of 2 (Two Years)

The scope of above transportation would be as follows:-

- a) **BEML Ltd, Chandrapur** , Bhilai , Dalli Rajhara MARC Store to **BEML Manufacturing Units, Regional & District Offices and various parts of India/ Customer sites.**
- b) **From Vendors places/ Customer sites to BEML LTD, Chandrapur, Bhilai , Dalli Rajhara MARC Store.**

BEML Manufacturing Units includes Marketing Divisions located within manufacturing units.

Contract No:

THIS AGREEMENT executed on, 2017 between M/s BEML Limited, a Central Public Sector Undertaking incorporated under the provisions of Companies Act, 1956, having its Stores at BEML Ltd. Mamidwar Tiles Factory Compound, Ghugus Road, Padoli, Chandrapur – 442406.Chandrapur-110092(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 Transporter, which expression shall wherever mean and include their successors, heirs, legal representatives and permitted assigns) of the other part.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS the Company invited Tenders for transportation of Components /Engg. Goods including spare parts for the period of two years from xx/xx/2020 to xx/xx/2022 and extendable at the option of the Company with the same terms and conditions herein agreed for Transportation of Components / Engineering Goods including spares by road BEML Chandrapur, Bhilai , Dalli Rajhara MARC Store to Manufacturing Units, Subsidiary/Ancillary Units to various parts of India/ Customer sites/ Regional & District Offices and Vendors for **Category –Small consignment/LCV/MGV/16MT/25MT/Trailers** vide

Date:-

II. WHEREAS in response to the same, the Transporter has submitted its offers for transportation tender which has been accepted by the company as per the enclosure and after negotiations with the Transporter, consent has been given 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:

Sign & Seal of Bidder/Contractor

That during the period up to xx/xx/2022 the Transporter shall duly and promptly transport for BEML all such Machineries, Goods, attachments, as may be entrusted to the Transporter by the company, from time to time, and safely deliver within shortest possible time as per terms and conditions of the tender.

This contract shall be in force up to xx/xx/2022 and extendable at the option of the Company with the same terms and conditions of tender consisting of Part I and Part II. However, the contract is subject to agreed rates by the Transporter as per the enclosure at **Annexure I** and submission of Indian Bank Association documents.

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 Transporter/s.

The Transporter has submitted Performance Bank Guarantee for an amount of Rs.3 Lakhs. (Rupees Three Lakhs Only)

1. FORFEITURE OF PERFORMANCE BANK GUARANTEE (PBG)

The Performance Bank Guarantee will be forfeited in favour of the company under the following circumstances.

- a) If the contract is not performed by the successful Transporter to the satisfaction of BEML.
- b) If there is any breach of terms and conditions of the contract on the part of the successful Transporter after the contract is awarded.
- c) Bidder decides to withdraw any stations/booking office/warehouse opted during bidding, after the acceptance of the contract agreement.
- d) If the successful Transporter fails to start and perform work in accordance with the instructions given by BEML as per the agreed terms.

The Transporter have furnished/shall furnish within 15 days of the award of the Contract, a Bank Guarantee for Rs.3.5 lakhs (Rupees Three Lakhs Fifty Thousand only) as per the format provided by the Company and issued by **any PublicSector Bank only** to ensure satisfactory operation/performance of the contract in favour of the Company. The bank Guarantee shall be valid up to the tenure of the contract and for a period of 6 (Six) months beyond the expiry date of contract. The Bank Guarantee shall be extended at the instance of the Company.

Return of Performance Bank Guarantee: The Performance Bank Guarantee will be returned to the Transporter after six months of the successful completion of the Contract and upon there being no claim in full or part thereof on the Transporter...*Also Transporter to submit no claim certificate stating that no claim from BEML.*

Encashment of Performance Bank Guarantee by BEML: The Performance Bank Guarantee will be encashed by BEML if the performance of the Transporter is found not satisfactory. The decision of BEML will be final with regard to the non-satisfactory performance or encashment of Performance Bank Guarantee and the extension hereof.

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

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

Sign & Seal of Bidder/Contractor

2. CONTRACT RATES:

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

The rates indicated in Annexure-I 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. (Loading of material within the premises of the Company is the responsibility of the Company and anywhere outside, it is the responsibility of the Carriers).

No request for revision of rates except on account of increase in Diesel price will be entertained on any account during pendency of the contract.

The rates accepted shall be for Transportation of Components / Engineering Goods including spares by road *asper scope given*.

3. OPERATIONS OF CONTRACT:

The responsibility of the Transporter for the contract shall commence from the date of issue of letter from BEML indicating..

All consignments shall be lifted by the Transporter in the type of vehicle specified by BEML, Chandrapur, Bhilai , Dalli Rajhara MARC Store delivered to the designated consignee specified. The Transporter shall contact the Stores Department, BEML, Chandrapur and BEML Bhilai everyday and ascertain details of consignments and arrange for transportation of the same after obtaining necessary work order/loading slip.

The Transporter shall contact the store in charge every day and ascertain details of consignments and arrange for transportation of the same after obtaining necessary work orders or loading slips. It shall be the responsibility of the Transporter to ensure the availability of the roadworthy vehicle as may be required by us.

The Transporter will be responsible to provide vehicles either to BEML or their suppliers and deploy it in time frame within **24 hrs** from receipt of intimation from BEML/Supplier.

The Transporter should ensure that the trucks will report to STORES for unloading between 9.30AM and 4.00 PM. The company will not be responsible for delay in unloading/detention of the trucks, if reported after the specified time.

While accepting consignment for transportation, the Transporters should ensure that necessary documents required 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, tax, compound tax, etc is imposed, such payments will have to be borne by the Transporters and consignment to be released and delivered in time and any detention on this account the Transporter would be responsible. The Transporter undertakes to indemnify BEML for any loss caused to BEML in this regard.

Sign & Seal of Bidder/Contractor

Each Item / case / package / wooden box should be marked invariably with the details such as GC NOTE NO., Number of Cases booked etc., so as to enable the concerned receiving stores to identify/account the item and accelerate the processing of the same.

It shall be the responsibility of the Transporter to arrange as many vehicles as may be required and are to be road worthy to transport the consignments entrusted to him from time to time. The vehicles shall conform to the respective Government regulations, Motor Vehicle Rules and be fully licensed on that behalf.

Tenderer to Possess minimum number of LCV/MGV as indicated at **Clause 13.4**, and to be registered **in Company/Partners name** and to be able to place the vehicles at shortest notice at as per **Clause 31**.

The vehicles should be positioned during day time only for loading. The vehicles will not be generally loaded after day time and on weekly holidays, factory holidays or on any other unforeseen holidays except under emergency/special circumstances. Detention charges of vehicles will not be admitted under any circumstances if the vehicles have to stay overnight before they are loaded.

BEML reserves the right to use its own transport or other transport at its choice and discretion during the tenure of this contract, whenever required. When the Transporter is unable to quickly transport the consignments or fails to place the vehicles in time, then BEML will have the right, besides other remedies against the transporter, to transport the consignments through any other agency at the sole risk and cost of the Transporter. The excess freight, demurrages, costs etc. thus incurred in this regard will be to Transporter's account and the same will be recovered from the Transporter's outstanding Bills/Security Deposit/PBG on case to case basis.

BEML also reserves the right to enter into parallel contracts with any other Transporter.

Three copies of G.C. (Goods Consignment) Notes shall accompany the consignment.

Transshipment of the consignment is permitted for all categories **subject to the provision of VAT if any. Further expenses if incurred to such transshipment are not reimbursable.** However, Sub-contracting of the transportation of the consignment is not permitted.

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

The Transporter **shall have** minimum One Branch Office with telephone/Mobile/email/fax at Chandrapur, Bhilai & Bhopal.

Transporters shall ensure that Motor Vehicle Act 1989 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/certificates.

Octroi and other levies, if any, in respect of destination stations shall be paid by the Transporter 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, door collection, door delivery charges etc., will be paid by BEML under any circumstances. While accepting consignment for transportation, the Transporters should ensure that necessary documents for check post are collected, so that consignments are not

Sign & Seal of Bidder/Contractor

detailed en-route. If a consignment is detained enroute by check-post 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 Transporters and consignment to be released and delivered in time and any detention on this account the Transporter would be responsible.

Loading and Unloading of material within the premises of BEML is the responsibility of BEML and anywhere outside, it is the responsibility of the Transporter.

4. Distance:-

The distance for the purpose of freight admissibility shall be the shortest route from Google Map depending on the type of load and vehicle. The route applicable for transportation of Equipment shall be decided on type of load and vehicle. The decision of **Chief of Shipping Department** regarding distance/route etc will be final and binding.

Wherever Distance slabs provided in Price Bid, actual distance covered by transporter will be considered for payment. E.g. Distance slab is 0-250 Kms and actual distance travelled by transporter is 180 Kms then payment will be made for 180 Kms only.

Minimum chargeable distance shall be 100 Kms. This is in case of 0-250 Kms distance slab only.

5. FUEL PRICE VARIATION FORMULA:-

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 The rate of **M/s. Indian Oil Corporation, Chandrapur** will be taken as the basis for applicability of increase/decrease in rates. If the price increase of the HSD is less than 5%, no increase in freight charges will be considered. Any variation beyond 5% will be admitted, to the extent beyond 5%.

$$\text{Revision in Freight charges} = \frac{\text{Distance in Kms} \times \text{Increase/ decrease in HSD Price Per Litre.}}{\text{Kms per Litre (Diesel Consumption)}}$$

Following diesel consumption pattern will form the basis for calculation of revision in freight charges:

TYPE OF VEHICLE	Kms PER LITRE (Diesel Consumption)
Small Consignment (0-1000 kg)	Not applicable
LCV (1 TO 5 MT)	7.00 Km
MGV (5.1 MT TO 7.5 MT)	3.50 Km
MGV 9 MT	3.50 Km
16 MT Truck	3.50 Km
25 MT Truck	2.50 Km
Trailer 40' (HBT)	2.50 Km

- **HSD rates prevailing on the date of tendering i.e. as on**will be taken as a base for finalizing the contract.
- Any addition / subtraction in the Diesel price variation beyond 5% will be reviewed once in 3 months from the contract date and rate amendments will be made accordingly which are valid for the next 3 months.
- The weighted average price of Diesel for the previous period of 3 months will be applicable for the next 3 months to determine rates of various contracts. (For example: if the average increase of previous 3 months is 7%, the applicable increase will be 2% (i.e. 7% minus 5%) for the next 3 months.)

e.g. Period fromto(3 months)

..... To – 15 Days Rs.X1
 To – 10 Days Rs.X2
 To – 11 Days Rs.X3
 To 25 Days Rs.X4
 To – 31 Days Rs.X5

92 Days

Applicable weighted Price of Diesel for the period from 01.08.2010 to 31.10.2010 will be :-

$$[(15 \times X1) + (10 \times X2) + (11 \times X3) + (25 \times X4) + (31 \times X5)] / 92$$

In case the Contract starts from other than the calendar 1st day of Quarter, fuel price variation for first block period will be calculated considering actual no. of days between date of tendering and 1st day of nearest Calendar Quarter.

6. Business Commitment:-

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

7. Transit safety of goods:-

It shall be the responsibility of the Transporter 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 Transporter shall be liable to pay for any loss or damage on account of non-delivery/short delivery of the consignments.

The Transporter 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.

Goods loaded in the vehicles should be fully protected by covering it properly wherever required by the Transporter. The Transporter 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

Sign & Seal of Bidder/Contractor

destruction / deterioration /loss/damage caused to the consignments entrusted to the Transporter for transportation, be it due to whatever reason, shall be made good by the Transporter to BEML. Further, the Transporter 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 Transporter 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 Transporter shall also not collect storage charges on self consignments. In case of urgency the Transporter should handover self consignments on request and G.C. note will be surrendered as early as possible.

The Transporter 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 Transporter is liable for any loss or damage caused to BEML until the consignment is safely delivered. In case of short delivery/damages in transit, the Transporter should issue Certificates on their Letter Head to BEML at the time of affecting the delivery. In case of open delivery the Transporter 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 Transporter at a later date and it is binding on the part of the Transporter to settle the claim within a reasonable period.

BEML’s decision will be final where the materials transported are damaged /lost/ destructed 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 Transporter shall

be held as Trustee of the consignment entrusted to him for transportation and accountable thereof accordingly. Transporter is responsible for safe delivery of consignments at assigned site and should the Transporter’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 with Transporter and Transporter alone is responsible for settling all claims and or liabilities arising there from. The Transporter undertakes to indemnify BEML for the loss, if any, caused to bempl in this regard. The Transporter shall take all necessary steps, such as, Filing of Complaint with the jurisdictional Police, Insurance Company etc., The Transporter also undertakes to mitigate the loss, if any, beyond the claim permitted by the Insurance Company.

Any claim made by BEML arising under this contract to be settled and paid by the Transporter 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 Transporter.

Adequate and well protected warehousing facilities to handle bulk and heavy consignments at all Branches, if required to be ensured.

Sign & Seal of Bidder/Contractor

8. Delivery of Goods:

The Transporter should have their own Office/Warehouse at BEML designated unit location. *i.e.* Chandrapur , Bhilai, Bhopal. They themselves should deliver the consignment/s in their own G.C. note for delivery. The consignment should accompany with TWO copies of the G.C. note for Delivery.

The Transporter 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 Transporter on any ground whatsoever. In the event of such non-delivery the Transporter shall be liable for damages / losses caused to the Company. If the Transporter to collect any consignment from 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 Transporter will be paid only as per last/previous contract rates.

9 Calculation of Parts Load :-**A. In calculating the weight for payment (arrived at by Dead Weight);**

If a consignment weighs less than half a tonne, the payment will be made for half a tonne.

If it is one tonne or more, but below 1 1/2 (one & half) tonne, it will be made for 1 tonne.

In case the consignments weigh over 1 tonne, fractions over a tonne will be deemed as a full tonne where it is half or more than half, and ignored where it is less than half a tonne.

B. In calculating the weight for payment on volume basis, conversion of one "Cubic meter" shall be considered as equivalent to weight of **0.450 MT and part thereof.**

Payment for the full vehicle capacity will be made in case of load covering or exceeding the vehicle volumetric capacity (even if the volumetric weight falls below vehicle capacity).

However, if the volume covered by the load is less than the full capacity of the vehicle, payment will be made based on the volumetric calculation only and not for the full capacity of the vehicle.

The payment will be made with an approval from Chief of Stores, BEML designated unit.

10 ODC Consignments:-

In case of ODC consignments it is the responsibility of Transporter to place suitable vehicles. However, 10% extra charges are admissible for ODC consignments with an approval from Chief of Stores, BEML designated unit.

11 Pick-up and Loading/Unloading:-

- a. All inward consignments shall be lifted by the Transporter from Harbour /Clearing Agent’s Warehouse, Customer/ Supplier’s works /Stock yards/Any other place etc. and in turn delivered to BEML STORES at Designated Location. Outward consignments shall similarly be lifted by the Transporter from BEML Shipping Departments and in turn delivered to the Customers/ Supplier’s Warehouse.
- b. Multipoint collection / delivery charges beyond 2 points will be paid at the rate of Rs.250/- per point for collection or delivery. Multipoint collection / delivery is permissible up to four points on need basis. This is applicable within 75 kms radius.

12 TIME SCHEDULE:-Timely delivery is the essence of the contract. The Transporter shall therefore, ensure that the consignment entrusted to them for carriage is transported and delivered safely to the designated consignees/BEML – the shortest possible time from the date of booking. Following are the expected distances required to be covered per day

Category	Expected Travel Distance/day
Small Consignment (0-1000 kg)	a) Within WEST - 4 days
	b) WEST to NORTH - 8 Days
	c) WEST to SOUTH -5 Days
	d) WEST to EAST - 9 Days
	e) WEST to NORTH EAST - 12 Days
LCV (1 TO 5 MT)	250 KM
MGV (5.1 MT TO 7.5 MT)	250 KM
MGV 9 MT	250 KM
16 MT Truck	250 KM
25 MT Truck	250 KM
Trailer 40’ (HBT)	200 KM

Permissible Delivery period to be exclusive of loading day only

Transporter has to submit report regarding any break down/accident while in transit immediately to BEML, by Phone, Fax or e-mail and take immediate action as directed by BEML and on failure of action /PBG will be en-cashed in addition to termination of contract and other penalty.

13 The Transporter will arrange to inform BEML either by Phone / SMS /Fax or e-mail about & upon reaching the destination, failing which penalty will be levied at Rs.200/- per day for non receipt of messages and this amount will be deducted from Transporters bill, in case LD is levied on BEML by our customer for delay in delivery arising out of non-communication.,

The vehicles should be GPS enabled to ensure continuous monitoring of movement of consignments.

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Intimation of delivery of equipment at destination and acknowledgement has to be submitted to BEML Limited, Chandrapur, BEML Bhilai within 7 days of delivery. Weekly report on progress of consignment movement while in transit to be submitted to BEML positively in writing.

Transporter has to submit report regarding any break down/accident while in transit immediately to BEML, by Phone, Fax or e-mail and take immediate action as directed by BEML and on failure of action, Performance Bank Guarantee will be en-cashed in addition to termination of contract and other penalty.

- 14** In case of any accident and consequential loss, the Transporter shall take all steps required under law to protect the right of recover. Including but not limited to lodging of complaint with the jurisdictional police. Informing the insurance Company. Lifting the consignment with the consent of the Police/ insurance Company. Etc. All action required to protect the interest of the Company shall be at the responsibility of the Transporter and shall mitigate the loss beyond the claim permitted by the Insurance Company.

On failure of the action by the Transporter, the Security Deposit or PBG will be en-cashed in addition to termination of Contract and other penalty.

The Transporter should protect the right of recovery by lodging FIR in coordination with Insurance Surveyor, etc. Vehicles carrying the consignment/ items are not to be moved from the accident spot before the survey by the insurance Company is done.

15 PENALTY CLAUSE:-

- (A) If the Transporter fails to deliver the consignment within the stipulated time, a penalty of 5% per day of the total freight charges will be levied for all categories. Maximum penalty will be restricted to 50% of the total freight charges.
- (B) If the consignments are delayed en-route for any reasons and the consignment is not delivered at the destination within 30 days from the date of dispatch, the Transporter's Bill will not be paid.
- (C) In addition to the above, any extra or consequential expenses incurred by BEML due to non-placement of vehicle, shall be recovered from respective Transporters' outstanding bills/Security Deposit/PBG.
- (D) If the Transporter 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 Transporter. The **excess freight and any extra expenses** thus incurred in this regard will be charged to the Transporter's account and the same will be recovered from the Transporter's outstanding bills/ Security Deposit/PBG. In addition to this, a penalty of the Rs.3000/- per day per consignment for each occasion will be levied.

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. Rs 10 Lakhs within 15 days.*

16 Price Fall Clause: During the tenure of contract the Transporter 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 right to recover such excess amount from the Transporter's bill / bills including from the previous bills and may be liable for cancellation of the transportation contract, besides encashment of the Security Deposit/PBG.

17 Payment:

The Transporter shall furnish a weekly statement in duplicate showing the position as on every Monday, indicating the details of Consignments received during the week and held in their warehouse for want of G.C. note/s.

Bills for payment of freight charges shall be submitted separately for each consignment in TRIPLICATE, duly supported by original /consignee copy, with printed number on goods consignment note, duly acknowledged by the Consignee for safe and correct receipt of goods and marked to the attention of **Chief of Store, BEML Chandrapur / BEML Bhilai** within 7 days from the date of delivery of goods and payment will be made **within 30 days submission of bills**. The road permits wherever issued to the Transporter to be handed over to consignee and acknowledgement to be obtained and submitted along with bills for payment.

The Transporter shall be responsible to ensure collection of documents such as delivery challan, packing list, excise cum invoice (duplicate for Transporter 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.

In the event of non-delivery of the excise cum invoice (duplicate for Transporter copy) handed over by the Vendor along with the consignments, the Excise Duty amount will be recovered from the Transporter, 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 Transporter Bills.

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

In case of inter Division materials movement Consignor will be the payment making authority.

18. 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.

19. APPROPRIATION: BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions BEML Ltd., shall be entitled to recover by appropriating in part or full any sum

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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 contractor shall pay BEML the balance due. BEML shall also be entitled to recover any amount due to them from the Security Deposit/PBG executed in lieu thereof.

20. Termination of Contract: -

- i. Should there be any default on the part of the Transporter in the satisfactory execution of the transport contract and if the performance continues to be unsatisfactory in spite of two written warnings, the transport contract is liable to be terminated without any further reference to the Transporter 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 Security Deposit/PBG will be en-cashed as per absolute discretion of **The District Manager, BEML Ltd, Chandrapur.**
- ii. Notwithstanding anything stated in this contract, **The District Manager, BEML Ltd, Chandrapur** will have the right to terminate the contract without notice and without assigning any reason, if BEML is of the opinion that the Transporter is negligent in rendering services in terms of this Contract or the services rendered are not satisfactory. The decision of BEML in this regard shall be final and binding on the Transporter.

21. TRANSPORTERS RESPONSIBILITY / LIABILITY:-

- a. The Transporter shall always be regarded, as an independent contractor 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 Transporter.
- b. BEML shall not be liable / responsible for the claims, if any, of the employees of the Transporter under Employee Compensation Act or any other enactments. The Transporter shall keep BEML fully indemnified and harmless always against all claims and proceedings, if any, of his employees or other against BEML.
- c. The Transporter 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 Transporter entering the BEML premises will be subject to scrutiny, check and other rules framed by BEML, Transporter shall also ensure good behavior with our customer at the time of giving delivery of equipment.
- d. The Transporter 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 Employee 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 reimbursed to BEML immediately on receipt of a claim or the same shall be recovered out of any of the amounts due to the Transporter.

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- e. During the currency of the contract, the Transporter 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 Transporter or its employees or representatives the Transporter shall compensate BEML for such loss as assessed by BEML.
 - f. Transporter shall ensure that the vehicles used for transporting BEML's consignments are fully compliant with all legal requirements, including but not limited to Emission norms & to have the renewed certificate issued by a competent authority.
 - g. In the absence of the above, the vehicle 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
 - h. The Transporter shall comply with / discharge all statutory and legal requirements and pay all liabilities towards the labour employed under the provisions of various enactments such as latest applicable Contract Labour (Regulation and Abolition) Acts and Rules etc., and also the provisions of all other laws such as Industrial Disputes Act, Factories Act, Employees State Insurance Act, Employee Compensation Act, Employees Provident Fund Act, Gratuity Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act., etc., as may be applicable to the Transporter 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 Transporter and or on any other account.
 - i. 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 Transporters in connection with the transportation of BEML's consignments entrusted to the Transporter for transportation or any consequent liability and the Transporter shall keep BEML fully indemnified in that behalf.
 - j. The Transporter should provide the valid Driving License & Accident free record of each driver before taking up the BEML's consignment for movement. The driver of the vehicle should have the cell phone for easy communication & to know the status of the delivery then & there.
22. **CONFIDENTIALITY**: The Transporter or its employees or representatives shall not divulge any information which may come in to their possession while executing the contract herein during the currency of the contract and two years thereafter to any third party without prior consent of the Company.
23. **FORCE MAJEURE**: -
Notwithstanding anything contained in the Contract, neither the Transporter nor 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 BEML or the Transporter. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics,

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quarantine restrictions, floods, earthquake or acts of God, restrictions by Govt. authorities over which the Transporter or *the acts on which* BEML has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within one week on the intervention and on the cessation of such circumstance. Extension of time sought by the Transporter along with supporting evidence and so granted by 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.

24. ARBITRATION:

DistrictManager / BEML Ltd., Chandrapur will be the deciding authority as regards the satisfactory performance or otherwise of the contract.

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

In case of dispute as regards the satisfactory performance or otherwise of the contract, the decision of The **District Manager, BEML Ltd** 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 “The **District Manager, BEML Ltd**”, whose decision shall be final and binding on the all parties.

25. 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 Chandrapur and no other court shall have the jurisdiction.

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Annexure-F

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List of some of the major destinations for booking from BEML, Chandrapur/ BEML, Bhilai, BEML Ltd Dalli Rajhara (MARC Depot).

S.No.	Place
1	Kolar Gold Fields
2	Mysuru
3	Bhilai
4	Bilaspur
5	Nagpur
6	Ambernath
7	Hyderabad
8	Dhanbad
9	Asansol
10	Ranchi
11	Singrauli
12	Sambalpur
13	DalliRajhara
14	Ramagundam
15	Kothagudam
16	Tadali
17	Sambalpur
18	Hosur
19	Neyveli
20	Kolkata
21	Palakkad
22	Sarni (MPPGCL)
23	Dongri Buzurg (MOIL)
24	Tirodi (MOIL)
25	Delhi
26	Dalli Rajhara Mines
27	Bhopal
28	Udaipur