

BEML LIMITED

(Formerly BHARAT EARTH MOVERS LIMITED)
(A Govt. of India Mini Ratna Company under Ministry Of Defence)
BANGALORE COMPLEX, POST BOX: 7501, NEW THIPPASANDRA POST,
BANGALORE-560075.

TENDER NOTICE

BID INVITATION NO: 6300033755

DT: 10.08.2020

Subject: Transportation of 1 No. Metro Car from BEML Ltd Bangalore to KMRCL Central Park Depot Kolkata through hydraulic trailers by Road.

Tender closing date & time: 17.08.2020 @14.00 Hrs

BEML LIMITED invites tender for movement of 1 No. Metro Car from BEML Bangalore to KMRCL Central Park Depot in accordance with the enclosed terms and conditions by the due date mentioned above.

BEML LIMITED invites tenders in two bid system as mentioned below:

- **Technical Bid through E-mode**
- **Commercial Bid through Reverse auction**

All Corrigenda, Addenda, Amendments, Clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.com only.

Bidders should regularly visit BEML's website to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.

Deputy General Manager
Materials Management

ANNEXURE – I**GENERAL TERMS & CONDITIONS:**

1. Metro Car Specification & Scope of work	The Scope of work is placed at Annexure II . The technical specification of the KMRCL Metro Car that has to be transported is placed at Annexure III .
2. Delivery Destinations	BEML, Bangalore Complex
3. Validity of Tender	The rates quoted in the tender shall remain valid for a period of 120 days from the date of bidding.
4. Payment Terms	<p>Bills to be submitted in triplicate by the transporter separately for each Metro Cars duly supported by original consignee copy / number printed goods Metro Cars note clearly indicating therein date of delivery of Metro Cars at site with signature and seal of the representative of BEML LTD, Bangalore for correct and full receipt of the Metro Cars. The bills should be submitted to the Assistant General Manager, Shipping (MRO), BEML LTD, Bangalore Complex, and Bangalore.</p> <p>100% payment will be made on 60th day from the date of unloading of Metro cars at BEML Bangalore Complex subject to submission of documentary proof for safe delivery of metro cars.</p>
5. Performance Bank Guarantee (PBG)	The successful bidder shall submit Bank Guarantee in the form placed at Annexure V for an amount equal to ten percentage (10%) of the Purchase order (PO) value to guarantee for the performance of the PO in favor of BEML LTD, Bangalore Complex, payable at Bangalore from any scheduled commercial bank authorized by RBI having branch at Bangalore prior to execution of contract with BEML LTD within one (01) week from receipt of PO from BEML LTD. The expiry date of the Bank Guarantee should be 3 months from the date of execution of contract. Further, the bank guarantee should be valid for lodging claim for the period of another 3 months from the date of expiry of the validity date.
6. Encashment of Bank Guarantee	<p>The Bank Guarantee will be encashed by BEML LTD, upon un-satisfactory performance. If there is any breach of any terms & conditions of the tender or contract on part of the successful bidder after award of contract.</p> <p>The decision of BEML LTD will be final with regard to the encashment of Bank Guarantee and the extent thereof.</p>
7. MORTH (Ministry of Road transport & Highways)	<p>The transporter shall bear all the charges/fees deposited to the Indian Highway Management Company Ltd for obtaining MORTH permission as per guidelines circular: RW-NH-35072/1/2010-S&R(B) dated 20.05.2014 or the latest.</p> <p>Charges incurred by the transporter will not be reimbursed by BEML Ltd in this regard.</p> <p>Also, the time required in obtaining such permission should be within the stipulated transit time i.e, 25 day. Delay in obtaining permission shall not be a ground for extension of delivery period. The delivery at BEML shall be completed within the transit time i.e, 25 day.</p>
	<p>(a) The prime mover with trailer used by the transporter for movement of cars from KMRCL Depot to BEML should be covered under insurance by the transporter including for the staff. BEML LTD will not be responsible for any loss or damages to the prime mover & trailer or lives of the transporters staff.</p> <p>(b) While accepting Metro Cars for transportation, the transporter should ensure that necessary documents for check post are collected so that Metro Cars are not detained en-route. If Metro Car is detained en-route by check post authorities due to insufficient documentation or any reason and penalty such as</p>

8. SPECIAL NOTE:

Advance Tax, Compound Tax, Entry tax etc. is imposed; such payments shall be borne by the Transporter.

- (c) Any delay on these grounds shall not affect the timely delivery of metro cars.
- (d) Detention charges if any on any of these grounds shall not be paid by BEML.
- (e) It is the responsibility of the transporter at their cost to ensure the following :**
1. Any necessary and all relevant documents required for clearance at Check Posts, Toll-gate & State permits to be readily available with the transporter for continuous movement of Metro cars.
 2. Taxes if any, during enroute till it reaches final destination station 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.
 3. BEML is not liable to pay charges such as demurrage, detention, loading, unloading, Hamali charges, storage charges, door collection, door delivery charges etc., under any circumstances.
 4. The equipments like prime mover with the trailer used for movement of metro cars shall possess and keep readily available at any point of time during transit until delivery of metro cars all documents pertaining to Vehicle and Trailer Registration certificate, valid permits, valid driving license for the driver, Insurance and vehicle tax paid receipts.
 5. Bidder shall ensure Insurance to their equipment (prime mover with the trailer) including their personnel.
 6. The transporter shall be responsible to position vehicles as required by BEML LTD **within 10 days from the date of intimation from BEML in writing through letter or e-mail.**
 7. The responsibility of BEML ceases once the Metro car is handed over to the transporter at our works.
 8. BEML will not be interacting with any of authorities for any reasons. It is the responsibility of the transporter to liase with and obtain necessary clearance from concerned authorities, Puller, Trailer etc. BEML will not be responsible for the same. In this regard, BEML will not entertain any unwarranted interactions with any Road transport authorities.
- (f) Traffic, Road & Appurtenances:
1. It is the prime responsibility of the transporter to keep readily available of fitness certificate, road permit, Insurance & related documents & certificates as required under Motor Vehicle Act – 1989(as amended upto date) during transit.
 2. The transporter shall engage drivers who are fully fit, have a clean track record and be trained to handle the consignment carefully during the transit.
 3. Vehicle size and load limitations shall be in accordance with all statutory requirements.
 4. Transporter shall make all arrangements and assume full responsibility for transportation to the site at nominated depots of the KMRCL passenger rolling stock, and all necessary equipments, materials essential for proper execution of works. Procedures for access to and from the site shall be coordinated by the transporter with the relevant authorities.
 5. The transporter shall use the facilities at KMRCL depot after obtaining requisite approval from the Engineer, KMRCL duly considering the operational restraints.

	<p>6. The transporter shall use such routes and rights of entry to the site as may be decided by the Engineer from time to time. Routes for ‘very large ‘ or ‘very heavy’ loads shall be discussed with the Engineer, KMRCL in advance thereafter, all the arrangements shall be submitted to the Engineer, KMRCL</p> <p>7. In this context, the definition of the term ‘very large’ and ‘very heavy’ refer to metro cars that cannot be transported by normal road vehicles or be handled as in the case of normal consignments . Where doubt exists, it shall be the responsibility of the transporter to notify and discuss the nature of the load in question with the Engineer, KMRCL.</p> <p>8. The transporter shall be responsible at their cost for obtaining permission from all the authorities concerned to move ‘very large’ and ‘very heavy’ loads and for arranging police escorts if required.</p> <p>9. The transporter shall ensure that all roads and pavements, etc. leading to and around the site shall not cause inconvenience or hindrance to traffic or persons either by its vehicle or its workmen, scaffolding, plant, materials, equipment, etc. All workmen working on the road and Depot shall wear approved reflective safety vests at all times.</p> <p>10.The transporter shall repair damage caused to existing roads, footpaths, steps, cables, sewers, drains, etc during transit (if any) and shall reinstate the same at his own expense to the satisfaction of the relevant authorities. BEML shall not be liable in any manner whatsoever.</p> <p>11. The transporter shall have to carry out any civil works such as road preparation, curvature works and any other obstructions etc at their own cost wherever required during movement of metro cars till place of final destination without any damage to metro cars.</p>
<p>9. Period of Contract</p>	<p>Rates quoted shall remain firm for the contract period. The contract period will be valid till the transportation of the car is made complete in all respects as per the contract.</p>
<p>10. Start Date of Contract (The period of contract shall start from the date stated in the PO)</p>	<p>The transporter’s responsibility towards contract compliance shall commence from the date stated in the Letter of acceptance / Purchase order after furnishing of Bank Guarantee as per tender terms & conditions.</p>
	<p>It shall be the responsibility of the transporter to readily arrange roadworthy vehicles as may be required to transport the Metro cars entrusted to him from time to time. The vehicles shall conform to the respective government regulations, Motor vehicles Rules and be fully licensed on that behalf.</p> <p>The transporter shall be responsible to position vehicles as required by BEML within 10 days from the date of intimation through Email.</p> <p>The transporter shall duly reply within a day by email (ID: mro@beml.co.in) confirming that required number of vehicles are ready indicating the date of positioning of trailers/vehicles at BEML.</p> <p>(a) Delay in positioning of trailers:</p> <p>If transporter fails to position the trailers within 10 days from the date of intimation from BEML Ltd, in writing through email/letter, BEML shall levy penalty of Rs.3000/- per day for each car (DT/M/T) for each occasion of delay.</p> <p>In addition to the above, if BEML is levied Liquidated Damage (LD) charges by their customer on account of delay in delivery of cars at the destination of customer, then</p>

<p>11. DEPLOYMENT OF VEHICLES</p>	<p>same amount shall be recovered from respective Transporters' outstanding bills/PBG over & above the penalty stated above.</p> <p>(b) Delay in moving the loaded trailers out of BEML works:</p> <p>After loading the metro cars completely in all aspects, if transporter fails to move the trailers out of BEML within 24 hours from the date of loading of each metro car, a penalty of Rs. 20,000 per day will be levied for each car & each occasion of such delay.</p> <p>(c) Delay in moving the Unloaded trailers out of KMRCL Depot:</p> <p>After unloading the metro cars at KMRCL Depot & on completion of documentation process in all aspects, empty trailers/prime movers shall be moved out of KMRCL depot within 2-3 days of unloading.</p> <p>(d) RISK PURCHASE:</p> <p>If the transporter fails to provide the vehicles as per the mutually agreed time at any point, BEML LTD will have the right to transport the Metro cars through any other agency at the sole risk and cost of the transporter. The excess freight & other expenses thus incurred in this regard will be to the transporters account and the same will be recovered from the transporter's outstanding bills / PBG.</p> <p>(e) LOADING OF METRO CARS:</p> <p>Metro cars will be loaded using Mobile Crane at BEML. The vehicle should be positioned at shipping unit of BEML during day time. 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.</p> <p>(f) DETENTION CHARGES:</p> <p>Detention charges of vehicles at BEML will not be admitted under any circumstances if the vehicles have to stay beyond the schedule date, if the vehicles have to stay overnight before they are loaded at BEML and unloading at KMRCL Depot as well.</p>
<p>12. Loading / Unloading</p>	<ol style="list-style-type: none"> 1. All Metro Cars shall be lifted by the transporter in the type of vehicle specified from KMRCL Depot works. 2. Loading/Unloading of the complete Metro Car at the designated depots of KMRCL /BEML is the responsibility of the transporter. <p>IMPORTANT NOTE:</p> <p>The contractor should make his own arrangement including all facilities as specified below:</p> <p>Packing through Tarpaulin that must be clean & scratch proof & water proof material.</p>
<p>13. Time Schedule & Penalty For Delayed Delivery</p>	<p>Safe & Timely delivery is the essence of the contract. The transporter shall therefore, ensure that the Metro Cars entrusted to the firm is transported and delivered safely as per schedule time.</p> <p>Time Schedule:</p> <p>25 days is the maximum period of delivery from the day all material entrusted to the transporters for safe transportation of the Metro Cars from designated depots of KMRCL to BEML - Bangalore Complex.</p> <p>Penalty for Delayed Delivery of metro cars at designated Depots:</p> <p>If the transporter fails to deliver the goods within stipulated time, a penalty of 1% per day of the total freight charges per trip subject to a maximum of 25% of total freight charges shall be levied.</p>

<p>14. Transit safety of goods</p>	<ul style="list-style-type: none"> a. It shall be the responsibility of the transporter to ensure the safety and security of the goods to the satisfaction of BEML entrusted to them for carriage and to affect the delivery to the designated consignee/s in the same sound condition handed over by BEML and within the time prescribed. The transporters shall be liable to pay for any loss or damage on account of non-delivery of the Metro Cars. b. Goods loaded in the vehicles should adequately & fully protected by covering it properly. The transporter will take all necessary steps to prevent loss, damage or deterioration of the Metro Cars 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 this failure. Any destruction, loss, damage caused to the Metro Cars entrusted to the transporter for transportation, be it due to whatever reason, shall be made good by the transporter to BEML LTD. c. BEML LTD's decision will be final where the materials transported are damaged and the amount of compensation payable in such cases shall be as determined by BEML LTD, for the value of such damaged, lost item. The extent of damages, loss shall be paid by the transporter by crossed Demand Draft to BEML LTD while submitting bill. d. Further, the transporter shall be held as trustee of the Metro Cars entrusted to him for transportation and accountable therefore accordingly. Transporter is responsible for safe & sound delivery of equipment 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 therefrom. BEML shall not be liable in any manner whatsoever. e. In case of any accident, the transporter shall take any and all necessary steps to protect the right of recovery in co-ordination with Insurance Surveyor, etc. Trailer carrying the equipment/consignment/items is not to be moved from the accident spot before the survey by the Insurance Company is done. f. Any claim made by BEML LTD arising under this contract to be settled mutually 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.
<p>15. Transit Insurance</p>	<p>BEML insurance is only for the metro cars entrusted to the transporter for transportation to designated depot at KMRCL, Kolkata.</p> <ul style="list-style-type: none"> (I) BEML insurance does not include towards transporters equipments, accident to the vehicles, injuries sustained by any person or any third party during the transit owing to the negligence of the transporter or the people engaged by them. (II) In case of any damage caused to metro cars, due to whatever reason, the transporter shall submit the damage certificate to BEML within 10 days of delivery of metro cars. (III) Transporter shall submit report regarding any break down/accident while in transit immediately to shipping department of BEML LTD, Bangalore Complex. In case of any damages to metro cars entrusted to them, the transporter shall seek for immediate instructions from BEML to be taken in this regard. (IV) If the transporter fails to inform, seek instructions, BEML LTD, shall encash the Bank Guarantee in addition to termination of contract & other penalty. (V) The transporter shall be solely responsible for compensation in case any accident and/or incident caused by mishandling or violation of safety regulation during loading, unloading & transit.

16. Joint Inspection Report	<ul style="list-style-type: none"> a. The transporter/authorized representative shall be present at BEML Ltd, Bangalore as well as at KMRCL Depot during loading & unloading of the cars. b. Soon after unloading, the Joint inspection shall be conducted by BEML, KMRCL & the transporter and the said report shall be prepared immediately after unloading which is mandatorily required for the insurance claim (for any shortages or damages).
17. Safety Requirements	<p>During the currency of the contract, the transporter shall be responsible for the safety of the persons and BEML LTD's property within the vicinity of the work. If there is any loss to BEML LTD due to negligence or fault of the Transporter or its employees or associates, the transporter shall compensate BEML LTD for such losses as assessed by BEML LTD.</p> <ul style="list-style-type: none"> I. Transporter shall ensure that the vehicles used for transporting consignments are fully compliant with Emission norms & shall have the renewed emission certificate issued by a competent authority, if the earlier certificate has lapsed. II. Please note that in absence of the above certificates the subject vehicles will not be allowed to enter / park inside the factory premises /BEML Ltd, Bangalore Complex. This is mandatory requirement for ISO-14000, Environment Management System. III. The Transporter should provide to BEML Ltd at the time of loading of metro cars, the details of drivers valid Driving License & Accident free record of each driver & before executing the movement. The driver of the vehicle shall have the cell phone for easy communication with BEML & to know the status of the delivery then & there.
18. Billing & Reporting documentation	<p>The Transporter shall ensure the following:</p> <ul style="list-style-type: none"> a. Intimation of delivery of equipment at destination and acknowledgement has to be submitted to BEML LTD within 7 days of delivery. b. Daily report on progress of Metro Cars movement while in transit to be submitted to BEML LTD, by Email in writing as well as through GPS. c. Bills in triplicate, for payment of freight charges shall be submitted by the transporter separately for each Metro Cars duly supported by the original consignee copy of Metro Cars clearly indicating the date of receipt of Metro Cars at site with signature and seal of representative of BEML stationed at designated depots of KMRCL, along with loading slip reference acknowledged by them for correct and full receipt of the Metro Cars. The bills shall be submitted to BEML LTD, Bangalore Complex within 30 days from the date of delivery of the Metro Cars. The road permits wherever issued to the transporter to be handed over to consignee and acknowledgement to be obtained and submitted along with the bills.
19. Bill Processing	<ul style="list-style-type: none"> a. The bills for payment of freight charge will be processed as per the terms of contract / agreed rates only. b. All amounts due to BEML LTD from the transporter shall be deducted from the amounts payable to the transporter under any bill which is becoming due or which may become due thereafter. Such deductions shall be intimated to the transporters, as and when made, BEML LTD shall also be entitled to recover any amount due to them from the performance Bank Guarantee executed in lieu thereof.
20. Income Tax Deduction	<p>Income tax shall be deducted at source u/s 194 (C) of the Income Tax Act, 1961 and the relevant rules framed there under. However, transporter desires that no deduction of Income Tax at source shall be made, the transporter shall produce an exemption certificate from the concerned assessing officer. The said certificate should not be issued earlier to the financial year.</p>

<p>21. BEML LTD’s Right of Alternate Vehicle Arrangement</p>	<p>a. BEML LTD reserves the right to use its own transport or the transport of other road transport contracts of its own choice and discretion during the tenure of this contract whenever required, particularly when the transporter is unable to quickly transport the metro car entrusted or when they fail to place the vehicles in time, then BEML will have right to transport the metro cars through any other agency at the sole risk & cost of the transporter. The risk purchase shall be invoked. The extra freight charges incurred in this regard will be recovered from the transporter bill apart from levy of penalty charges.</p> <p>b. On the failure of the transporter as stipulated above, BEML LTD also reserves the right to enter into parallel contracts with any other transporters.</p>
<p>22. Termination of Contract</p>	<p>a. The contract shall be terminated for breach of any or all of the terms & conditions of the tender enquiry & purchase order in addition to the following.</p> <p>b. If the performance of the transporter is not satisfactory, BEML LTD shall terminate the contract at any time by giving prior notice in writing, the period of notice being 15(fifteen) days.</p> <p>c. Should there be any default on the part of the transporter in the satisfactory implementation 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 LTD, in addition to the levy of penalty/recovery of extra expenses incurred of making alternate arrangements and Bank Guarantee will be encashed.</p>
<p>23. Transporters Responsibility /Liability: Independent Contractor:</p>	<p>a. The transporter shall always be regarded as an independent contractor for the carriage and their employees shall not at any time be regarded as the employee/s of BEML LTD.</p> <p>b. Further, BEML LTD shall neither be liable for any damage, loss of life or injury, if any caused to any person or property of any person/s by reason of any acts of omission, commission or negligence on the part of employee/s of the transporters nor shall BEML be liable for claims, if any, of the employees of the transporters under the Workman’s Compensation Act or any other enactment. The transporters shall always keep BEML LTD fully indemnified against any or all such claims if any, of their employees or others against BEML LTD.</p> <p>c. The Company (BEML LTD) shall not be liable for any action direct or indirect that may be instituted by any person or body or body of persons or Government against the transporters in connection with the carriage of goods of BEML LTD entrusted to them for transport, or any consequent liability, and the transporters shall keep the company (BEML LTD,) duly indemnified in this regard.</p> <p>d. The transporter shall be responsible to BEML LTD for proper behavior of their personnel whilst they are in BEML LTD premises. Vehicles and personnel of the transporter entering the BEML LTD premises will be subject to scrutiny, check and other rules framed by BEML LTD. Transporter shall also ensure good behavior with BEML LTD, customers at the time of delivery of metro car at final destination.</p>
<p>24. Transshipment Subcontracting of Business</p>	<p>Transshipment and Subcontracting of the transportation of Metro Cars in any form is strictly prohibited. Note: The successful Bidder should ensure positioning of required vehicles along with RC book at BEML works for transportation of metro cars.</p>
<p>25. BEML LTD ’s Limitation of</p>	<p>The company i.e. BEML LTD shall not be responsible for any loss or damage or detention of the vehicles of the transporters or injury resulting from Acts “Force Majeure” which terms means acts of God like Fire, Explosions or other Catastrophes, Storms and Flood,</p>

Liability	War, Civil commotions, Strikes/lockouts, blockades, embargoes (imposed by Government) whether within or outside the company premises and such other causes beyond the control of the company.
26. Force Majeure	<p>If either party is prevented from or delayed in performing any obligation under this contract by the cause of force majeure such as but not limited to act of god, lightening, earthquakes, fires, floods, washouts, epidemics, Strikes, lockouts or other industrial disturbances, acts of public enemies, wars, whether declared or undeclared, blockades, insurrection, sabotage, explosions, or orders, restraints or prohibition by any government or any other causes or similar nature, beyond the reasonable control of the party, the effected party shall not be deemed to have made default or breach of this contract and such obligation shall be suspended for so long and to such extent as may justified by mutual agreement.</p> <p>In the event that either party is unable, wholly or in part to perform its obligations provided in this contract as a result of such force majeure. The party shall immediately give notice in writing within 7 days of the event to the other party and both parties shall discuss and mutually agree on measures to be taken. Both parties shall do their best to continue the performance of this contract after such force majeure occurrence is over.</p>
27. Transporter's Compliance To Govt. Laws	<ol style="list-style-type: none"> a. The transporter shall comply with & discharge all liabilities towards the labour employed under the provision of various enactments such as Contract Labour (Regulation & Abolition) Act 1971 and Contract Labour (Regulation & Abolition) Karnataka Rules 1974 etc. and also the provisions of all other laws such as Industrial Disputes Act, Factories Act, Employees State Insurance Act, Employees Provident Fund Act, Gratuity Act, Workmen Compensation Act etc. as may be applicable to the transporter and shall keep BEML LTD fully indemnified and harmless at all times in respect of breaches, of any of the said laws on the part of the transporter and or any other account. b. The transporter shall hold BEML LTD harmless and indemnified against all claims for damages (inclusive of all legal costs in connection herewith) 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. If any amount is made payable by BEML LTD the same shall be recovered out of any of the amounts due to the transporter. c. BEML LTD 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 carriage of BEML LTD's Metro Cars entrusted to them for transportation or any consequent liability and the transporters shall keep BEML LTD fully indemnified in that behalf.
28. Legal Documentation	<ol style="list-style-type: none"> a. Transporter will have to produce the Income Tax Clearance Certificate from the Income Assessing Officer concerned at the time of acceptance of their tenders. The transporter, whose income is not taxable, will be required to give an Affidavit of their Income on the prescribed form. If the transporters fail to produce the Income Tax Clearance Certificate at the time of acceptance of their tender, the Earnest Money cum Security Deposit of the transporters may be forfeited and the contract terminated. b. All expenses incurred for the above process shall be paid by the transporter.
29. Arbitration	<p>If the disputes cannot be settled between the parties, all or any issues, differences or disputes which may or has arisen out of or in relation to this contract in any way shall be discussed between the transporter & BEML and settled mutually.</p> <p>If the disputes are not settled mutually, the same shall be referred to Arbitration in accordance with the rules of Arbitration centre Karnataka (Domestic & International),</p>

	<p>Bangalore, Rules 2012.</p> <p>The Arbitration & Conciliation Act, 1996 along with Amendment 2015 shall govern this contract.</p> <p>The venue of Arbitration shall be at Bangalore. The language of Arbitration shall be in English. The award of the Arbitration Centre Karnataka shall be final & binding upon both the parties. The courts at Bangalore alone shall have jurisdiction.</p>
30. Jurisdiction	All legal proceedings, pertaining to the above contract shall be instituted only in courts having territorial jurisdiction over the place where the Registered Office of BEML LTD is situated i.e. Bangalore, and no other court shall have the jurisdiction.
31. Fall Clause	During the tenure of contract the approved Transporter shall not undertake to transport any load within the purview of this contract at a rate lower than the rate, charges as to BEML to any of the BEML customers. In case it is found, BEML reserves the right to recover such difference 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 Performance Bank Guarantee.
32. Right of BEML	<p>The Company (BEML) reserves the following rights:-</p> <ol style="list-style-type: none"> a. To accept or reject all or any of the tenders, without assigning any reason. b. To allocate this contract in entirety or partially to one or more Transporters or none at all.
33. BEML Scope	Lifting Beam & Spreader with wire rope, Stoppers.
34. Vendor Scope	Mobile Crane, Trailer, Puller, skid pallets, Tarpaulin (scratch & water proof) & others required for Loading, Transportation & unloading.

Scope of Work

1. The drawing no: 926-00003 Alt 1 indicating the general dimension of the “Metro Car” is enclosed.
2. **The Scope of Work** for transportation of metro car from **BEML Ltd Bangalore to KMRCL Central Park Depot** is as follows:
“Loading of metro car (T-car) using mobile crane at BEML Ltd Bangalore, Transportation of metro car (T-car) from BEML Ltd Bangalore to KMRCL Central Park Depot & Un-loading of metro car (T-car) using mobile crane at KMRCL Central Park Depot”
3. Position the lifting Beam under the front & Rear Bogie carefully.
4. Place the Bogie Stopper on the lifting beam to align center of Bogie.
5. Insert Wood Blocks under Side Frame center of Bogie.
6. Attach the lifting Spreader to the Cranes hook & check whether upper part of wire rope is twisted with Cranes Hook. Locate Cranes hook at the center over the Car.
7. Descend the lifting Spreader slowly & carefully. Use extra ropes that are attached to the lower end of wire rope to protect scratches on the Cars.
8. Fix the lower wire rope of lifting spreader Assy in wire rope hanger of lifting beam.
*M-Car should minimise the droop of Carbody, using shackle & round sling on the opposite side of the droop part which is caused by declination of the weight (3.5 Ton)
9. Transporter must setup a signal communication between signalman & Crane driver and must follow the rule on set-up method, location of Crane on the ground etc.
10. Make sure that Cranes hook is located over the center of the Car. If not, you must move the Spreader to the center of the car in order to avoid leaning of Car to one side, which is very dangerous.
11. Raise the Cranes hook slowly & carefully and simultaneously monitor lower part wire rope is attached to lifting beam.
12. Ensure wire rope attached to lifting spreader is tight to protect Carbody from rolling and avoid force pulling the rope which may lead to lean to one side.
13. Position the trailer under the car when in lifted condition.
14. Descend the Car slowly on the skid pallet placed over the Trailer and fix the Bogie to the Skid pallet and load the car on the Trailer.
15. Remove the wire rope attached to lifting beam, lift the spreader ensuring ropes are protected to avoid scratches on the Cars and turn the crane arm for the next stage followed by stoppers & lifting beam.
16. Cover the Car with using Tarpaulin which should be scratch & water proof.
17. Standard methods to be adopted for Transportation & lashing of cars.
18. Transportation of Metro Cars should be escorted to avoid accidents, damages, thefts etc.
19. Follow the same methods for lifting & unload the car on the Rail at the depot. Ensure whether the direction is correct when unloading the car on the rail.

General Safety Compliance:

- a) Transporters must dispose site-overseers on site, where it is related to lifting and all of the workers have to under supervision.
- b) Removal of obstacles of no use around the loading site.
- c) Unauthorized persons who are not related to lifting should not access the site with the exception of main worker and if necessary provide setup guideline (or) safety fence for control.
- d) Arrange enough illuminators that can provide luminosity that can figure out objects in the dark when lifting of Metro Cars in late hours.
- e) Persons should follow the instructions who is in-charge of the activity when situations can't figure out whether to continue work or rough weather such as pouring rains etc under due approval from BEML management.
- f) Supervisors must instruct all the workers and related persons in method of working & safety.
- g) All workers & related persons must put on safety devices on site.
- h) Safety working required must be positioned on proper location around the lifting site to protect accidents.
- i) Ensure the overall inspection, supervision, security & protection during the entire activity.
- j) Manage all permissions, statutory requirements with concerned Govt. Authorities to carryout entire scope of work.
- k) Ensure availability of required statutory certificates/documents for mobile crane, Vehicle & Trailer registration, valid permits, driving licence for the driver. Insurance for vehicle, Trailer along with the driver, operators/persons involved during loading, transportation & unloading of Metro Cars.
- l) All the documents to be produced as & when required by BEML/Concerned authority.

ANNEXURE -III

Major technical details of Metro cars to be transported:

KMRL Metro Car						
Sl.No	Description	Dimension (Appx)			Approx Weight(MT)	QTY
		L(mm)	W(mm)	H(mm)		
1	KMRL Metro Car	As per drawing no: 942-00004 indicating the general dimension of the			40 MT	1 No

ANNEXURE -IV

MANDATORY CLAUSES:

NOTE: NON-COMPLIANCE OF ANY CLAUSE, OMISSION OF MANDATORY REQUIREMENTS AND NON-FURNISHING OF REQUIRED DOCUMENTS IN SRM PLATFORM AS PER MANDATORY CLAUSES SHALL BE LIABLE FOR REJECTION WITHOUT ANY PRIOR INFORMATION & SHALL LEAD TO DISQUALIFICATION.

For transporting metro cars, BEML LTD wishes to select transport contractors, who besides quoting competitive rates shall satisfy the following important criteria:

Sl. No	Selection Criteria															
1.	<p><u>EXPERIENCE IN TRANSPORTATION OF COMPLETELY BUILT METRO CARS THROUGH HYDRAULIC TRAILERS BY ROAD:</u></p> <p>Bidders should have experience in successful transportation of Completely Built Metro Cars through Hydraulic Trailers by Road with minimum 6 axles (3 Front Axle + 3 Rear Axle) of sufficient capacity (17 TONS against each axle totaling to 102 TONS for 3x3 axle combination) and dimension including mobile crane (with minimum capacity of 100TONS) for loading & unloading.</p> <p>Such Experience shall include:</p> <ol style="list-style-type: none"> (1) Experience in loading, lashing, safe movement/transportation of Completely Built Metro Cars through Hydraulic Trailers by Road, unloading and door delivery of metro cars within the stipulated time. (2) Bidders should have transported minimum 3 numbers of Completely Built Metro Cars through Hydraulic Trailers by Road during the past 5 years from the date of issue of this tender. (3) Bidders should have executed contract(s) of movement/transportation of Completely Built Metro Cars through Hydraulic Trailers by Road from direct metro manufacturers only. <p>The details of metro experience meeting the criteria stated at above points (A), (1) (2) & (3) to be filled by the bidder as per format given below on Bidder/ tenderer’s company letter head & same should be uploaded in SRM platform duly signed & stamped by the bidder/tenderer:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl. No (a)</th> <th style="text-align: center;">Name of the Metro project executed by bidder (b)</th> <th style="text-align: center;">Number of completely built metro cars transported through hydraulic trailers by Road against the project (c)</th> <th style="text-align: center;">Name of direct metro manufacturer i.e, Customer name (d)</th> <th style="text-align: center;">Contract. Number / purchase order number with date (e)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </tbody> </table> <ul style="list-style-type: none"> - Documentary proof of contract copies as mentioned/declared in column (e) of above table to be uploaded in BEML SRM platform. - Customer feedback against each metro contract as mentioned/declared in column (e) of the above table to be uploaded in BEML SRM. - Photographs if any to be uploaded in SRM. <p>Note: BEML at its sole discretion may ask for the hard copies of the documents to be sent through Courier / post pertaining to mandatory clause of this general terms & conditions at a later stage.</p> <p>IMPORTANT NOTE:</p> <p>(a) In case, if any Bidder /Company/Firm in connection with any contract/tender has been blacklisted/debarred from participating in such similar tenders by BEML Ltd or any government or public sector agencies / other reputed companies, the same shall be disclosed in the technical bid duly uploading with brief details authenticated in the Tenderers letter head & technical Bids of such Bidder /Company/Firm will be REJECTED STRAIGHT AWAY by BEML LTD.</p> <p>If bidder fails to upload the above details (i.e, blacklisted/debarred) in their technical bid & if BEML Ltd finds the same at</p>	Sl. No (a)	Name of the Metro project executed by bidder (b)	Number of completely built metro cars transported through hydraulic trailers by Road against the project (c)	Name of direct metro manufacturer i.e, Customer name (d)	Contract. Number / purchase order number with date (e)	-	-	-	-	-	-	-	-	-	-
Sl. No (a)	Name of the Metro project executed by bidder (b)	Number of completely built metro cars transported through hydraulic trailers by Road against the project (c)	Name of direct metro manufacturer i.e, Customer name (d)	Contract. Number / purchase order number with date (e)												
-	-	-	-	-												
-	-	-	-	-												

	<p>a later date during evaluation process/after finalization of the contract, BEML at its sole discretion will take following course of action:</p> <p>(i) If BEML arrives to know/finds regarding non-submission of above information during technical evaluation, technical bid of the respective bidder will be straight away rejected & EMD of the respective bidder will be recovered by BEML Ltd.</p> <p>(ii) If BEML arrives to know/finds regarding non-submission of above information after finalization of contract, the contract will be terminated duly recovering the performance bank guarantee against the contract.</p> <p>(b) In case, If, any previous contracts / purchase orders of the bidder had been short-closed /cancelled by BEML Ltd or any government or public sector agencies/ other reputed companies due to reasons of non-performance/poor performance/non-adherence to terms of the contract, the same shall be disclosed in the technical bid duly uploading with brief details authenticated in the Tenderers letter head along with respective contract copies / purchase order copies & Technical Bids of such bidders/ firms/company will be REJECTED STRAIGHT AWAY by BEML LTD.</p> <p>If bidder fails to upload the above details (i.e, short-closure/cancellation of previous contracts) in their technical bid & if BEML Ltd finds the same at a later date during evaluation process/after finalization of the contract, BEML at its sole discretion will take following course of action:</p> <p>(i) If BEML arrives to know/finds regarding non-submission of above information during technical evaluation, technical bid of the respective bidder will be straight away rejected & EMD of the respective bidder will be recovered by BEML Ltd.</p> <p>(ii) If BEML arrives to know/finds regarding non-submission of above information after finalization of contract, the contract of the finalized bidder will be terminated duly recovering the performance bank guarantee against the contract.</p> <p>Enclosures: Supporting documents to be uploaded in SRM as stated above</p>
<p>2.</p>	<p><u>OWN Vehicle Infrastructure:</u></p> <ul style="list-style-type: none"> - Bidders should possess minimum 1 numbers of OWN hydraulic trailers with minimum 3 x 3 axle combination (17 TONS against each axle totaling to 102 TONS) & minimum of 1 numbers of OWN prime movers. - Details of OWN Prime Movers (1 No's) & OWN Hydraulic trailers (1 No's) with minimum 3 x 3 axle combination required for transportation of Completely Built Metro Cars through Hydraulic Trailers by Road as per exhibit A2 of general terms & conditions to be filled , signed & stamped and uploaded in BEML SRM platform along with the documentary proof as specified therein. <p>Enclosures: Supporting documents to be uploaded in SRM as stated above</p>
<p>3.</p>	<p><u>PBG Clause:</u></p> <p>The successful bidder shall submit Bank Guarantee in the form placed at Annexure D for an amount equal to ten percentage (10%) of the Purchase order (PO) value to guarantee for the performance of the PO in favor of BEML LTD, Bangalore Complex, payable at Bangalore from any Commercial Bank Authorized by RBI having branch at Bangalore prior to execution of contract with BEML LTD within two (02) weeks from receipt of LOI/PO from BEML LTD. The expiry date of the Bank Guarantee should be 2 months from the date of contract. Further, the bank guarantee should be valid for lodging claim for the period of another 1 month from the date of expiry of the validity date.</p>

I / We certify that to the best of my/our knowledge, the information & 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.

PLACE & DATE:

SIGNATURE OF BIDDER WITH OFFICIAL SEAL

EXHIBIT-A1**COMPLIANCE REPORT TO MANDATORY CLAUSES**

(To be submitted along with Technical Bid)

Transporter Name:

Sl. No.	Clause	Complied	Remarks
1	Experience in transportation of completely built metro cars through hydraulic trailers by road		Supporting documents to be submitted
2	Bidders should possess minimum 1 number of OWN hydraulic trailers with minimum 3 x 3 axle combination (17 TONS against each axle totaling to 102 TONS) & minimum of 1 number of OWN prime movers.		Supporting documents to be submitted
3	Performance Bank Guarantee Clause		Unconditional compliance

Authorized signatory with company seal / stamp**Note:** Compliance to Mandatory Clauses should be uploaded in SRM Portal along with Technical bid.

VEHICLE INFRASTRUCTURE

a) Prime Mover Details:

Bidders to fill the OWN prime mover (1 Numbers) details in the below table:

NOTE: BIDDERS TO UPLOAD THE DOCUMENTS IN BEML SRM PLATFORM AS MENTIONED AGAINST COLUMNS (e, f, g & h) OF BELOW TABLE :

Sl No (a)	Make (b) (To be filled by Bidder)	REG.No of Vehicle (c) (To be filled by Bidder)	Capacity (d) (To be filled by Bidder)	Please put a tick (v) mark against each enclosure uploaded in SRM platform.			
				Certificate of registration RC book (To be uploaded in SRM platform) (e)	Certificate of Fitness (To be uploaded in SRM platform) (f)	Authorization certificate of National permit (To be uploaded in SRM platform) (g)	Certificate of Insurance (To be uploaded in SRM platform) (h)
1							
2							
3							
4							

b) Hydraulic trailer Details:

Bidders to fill the OWN Hydraulic trailer details (1 numbers) with minimum 3 x 3 axle combination in the below table:

NOTE: BIDDERS TO UPLOAD THE DOCUMENTS IN BEML SRM PLATFORM AS MENTIONED AGAINST COLUMNS (e, f, g & h) OF BELOW TABLE:

Sl. No (a)	Make (b) (To be filled by Bidder)	REG.No's for each Axle line (c) (To be filled by Bidder)	Axle combination (3x3)/(4x4)/(6x6) (d) (To be filled by Bidder)	Capacity (e) (To be filled by Bidder)	Please put a tick (v) mark against each enclosure uploaded in SRM platform.			
					Certificate of registration RC book (To be uploaded in SRM platform) (f)	Certificate of Fitness (To be uploaded in SRM platform) (g)	Authorization certificate of National permit (To be uploaded in SRM platform) (h)	Certificate of Insurance (To be uploaded in SRM platform) (i)
1								
2								
3								
4								

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.

PLACE & DATE:

SIGNATURE OF THE TRANSPORTER WITH OFFICIAL SEAL

ANNEXURE-V

PERFORMANCE BANK GUARANTEE

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

The General Manager (Materials- Management)
BEML Limited
BEML Soudha, 23/1, 4th main
Sampangirama Nagar
BANGALORE – 560 027

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, Bangalore (hereinafter called the Company) for under mentioned transport of Metro cars 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 10% of the purchase order value i.e, Rs.----- (Rupees .----- only) towards security for the due and faithful performance of the terms of the said agreement and against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said 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

Contd.....2

: 2 :

been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

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

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

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

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

The validity of Bank Guarantee shall be upto 2 years from the date of contract i.e, till-----The Bank guarantee shall remain valid for the period of 6 months after expiry of contract i.e, till -----upto which the contractor is obliged for due performance of the said Agreement/Contract/Order.

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

Date :

Place :

ANNEXURE - VI

COMMERCIAL BID SUBMISSION CONDITIONS:

- The technical bids received within the closing date & time will be scrutinized as per terms & conditions of the tender enquiry.
- Those bidders who qualify technically will be informed to participate in reverse auction through BEML SRM platform which will be scheduled at a later date & the date of reverse auction will be informed to technically qualified firms only.
- The event of reverse auction will be scheduled by SRM team at BEML Ltd, Head office.