



BEML LIMITED

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

TENDER NOTICE

Bid Invitation No. 6300037345

Date:-30.03.2022

Sub: Tender for Road Transport Contract for transportation of Components / Engineering Goods including spares by road for Carrying payload capacity of 1 MT to 9 MT

BEML LIMITED invites tenders through e-mode from reputed Transporters having experience with **various Govt/PSUs or other large organizations of repute** for transportation of Components / Engineering Goods including spares by road **as per scope given below for Carrying payload capacity of 1MT to 9 MT** in accordance with the enclosed terms and conditions.

The scope of above transportation would be as follows:-

- a) **BEML Manufacturing Units, Subsidiary/Ancillary Units to various parts of India/ Customer sites/ Regional & District Offices and Vendors.**
- b) **Vendors to BEML Manufacturing Units, Subsidiary/Ancillary Units, Customer sites, Regional & District Offices.**

BEML Manufacturing Units includes Marketing Divisions located within manufacturing units and Pune Warehouse.

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 Newspaper in this regard.

Tender Closing Date & Time: 22.04.2022 & at 14.00 hrs

Enclosure : as above

Note :- The tender consists of 77 no. of pages including this page.

For BEML LIMITED

General Manager
Corporate Procurement

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Enclosure to the Bid Invitation No. 6300037345

TERMS & CONDITIONS

1. This tender is designated as the tender for Road Transport Contract for Transportation of Components / Engineering Goods including spares by road as per scope given below **for Carrying payload Capacity of 1 MT to 9 MT** for a period of 2 (Two) years commencing from the date of award of contract.

The scope of above transportation would be as follows:-

- a) BEML Manufacturing Units, Subsidiary/Ancillary Units to various parts of India/ Customer sites/ Regional & District Offices and Vendors.
- b) Vendors to BEML Manufacturing Units, Subsidiary/Ancillary Units, Customer sites, Regional & District Offices.

BEML Manufacturing Units includes Marketing Divisions located within manufacturing units and Pune Warehouse.

2. The tender consists of: -

Part I -Pre-Qualification Bid – To be submitted manually.

Part II -Technical Bid} through e-mode on BEML SRM System

Part III -Price Bid } through e-mode on BEML SRM System

3. Technical Bid and Price Bid (Part II and Part III) are to be submitted through electronic mode in the BEML SRM system.

Only Pre-Qualification Bid is to be submitted manually.

Pre-Qualification Criteria: (To be submitted manually): EMD & Integrity Pact

PRE-QUALIFICATION CONDITIONS (To be submitted manually):

All the bidders intending to participate in the tender should forward the below requisites manually in a sealed cover through fastest courier super scribing the e-bid number on the top of the cover that should reach BEML, Ltd within the closing date & time:

3.1 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY :

Every bidder shall deposit an amount of **Rs 6.50 Lakhs** (Six Lakhs Fifty Thousand only) as Earnest Money Deposit with the buyer through any of the following mode before the tender closing date indicated in the tender document:

(i) Account Payee Demand Draft / Banker's Cheque/Fixed Deposit Receipt in favour of BEML Limited from any of the commercial bank

(OR)

(ii) An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in Annexure-A having a validity period of bid validity (120 Days) + 60 days from the date of opening of Tender.

(OR)

(iii) Through NEFT / RTGS in favour of BEML Limited. (Division Bank A/c details and IFSC)
Open the following link:

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

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

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

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

Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of **Rs 6.50 Lakhs**.

(OR)

(iv) Insurance Security Bond

3.2. Exemption for payment of EMD: (EMD Exempted only for Micro & Small Enterprises as per MSME Act)

(i) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD. Bidder / Contractor should submit valid MSE / NSIC / Udyog Aadhar/Udyam certificates or Certificate issued by Central Purchase Organization or the concerned Ministry or Department for EMD exemption.

(ii) Bidder / Contractor who had deposited the permanent EMD (PEMD) at ----- Division is also exempted from payment of EMD, to the extent of PEMD deposited only. In case the EMD amount exceeds PEMD amount the difference has to be paid. Letter issued by BEML Limited.....Division in this regard to be submitted as pre-qualification document.

a) Offers not accompanied by Earnest Money Deposit / EMD exemption letter as given above and for the amount as stipulated therein and for the stipulated period (in case of Bid guarantee) shall be summarily rejected.

b) The Earnest Money Deposit / Bid Guarantee shall remain deposited with the Purchaser for the period of bid validity (120 days)+ 60 days from the date of opening of Tenders. If the

validity of the offer is extended, the Earnest Money Deposit / Bank Guarantee duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

c) No interest will be payable by the Purchaser on the EMD / Bid Guarantee.

d) The Earnest Money / Bid Security/Bid Guarantee deposited is liable to be forfeited (encashed in case of BG) if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.

e) Cheque and other mode of payment will not be accepted.

f) The Demand Draft must be sent through courier in a sealed cover & should reach BEML Soudha on or before the closing date & time of e-bid, failing which, the tender will be rejected. EMD will not bear any interest

g) The Earnest Money Deposit will be returned without any interest, through RTGS to the unsuccessful bidder/(s) after the tender is decided & Contract is finalized. EMD will not bear any interest.

h) For successful bidder/(s) who enters into contract with BEML, the EMD will be returned after receipt of performance Security for 3% of the Annual Contract value after award of Contract.

i) Likewise, if the tender is cancelled for what so ever reason, then EMD will be refunded to all the bidders without any interest.

j) The Earnest Money Deposit will be Forfeited under the following circumstances:

a. If the bidder withdraw/modifies the offer during the Validity Period of the tender.

b. If the successful bidder withdraws the offer after acceptance of the contract.

c. If the successful bidder fails to furnish a Performance Security (Performance Bank Guarantee / Insurance Security Bond/Account Payee Demand Draft/Fixed Deposit Receipt/online payment) specified against this tender within the specified period for satisfactory execution of contract.

3.3 Refund of EMD:

01	If the bidder is disqualified at Prequalification stage	EMD amount received will be returned back immediately to the bidder by the purchase department, if bidder has not qualified as per pre-qualification criteria
02	If the bidder is disqualified at Technical Evaluation stage	EMD amount will be returned back to the bidder within 14 days from the date of technical evaluation.
03	If the bidder is not qualified at Commercial evaluation	EMD amount will be refunded to unsuccessful bidder, within 14 days from the date of awarding of contract.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

Sno	Particulars	To be filled & submitted along with DD/Banker's Cheque
1	BANK NAME	
2	BRANCH NAME	
3	CITY	
4	IFSC CODE	
5	ACCOUNT NO	
6	BENEFICIARY NAME	

IMPORTANT NOTE to submit EMD & Integrity Pact

Bidders to ensure submission of EMD & Integrity Pact as pre-qualification bid.

The name & address of the bidder shall be written legibly on the left-hand bottom corner of the envelopes.

The Envelope containing EMD shall duly be superscripted on the top of the sealed envelope as below

“PRE-QUALIFICATION BID (EMD & Integrity Pact)

Bid Invitation No:

Closing date & Time: “

Pre-Qualification Bid envelope have to reach the address as mentioned below through any fastest mode of courier / speed post/online transfer on or before the closing date & time of the tender. BEML is not responsible for any postal or courier delays.

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

Alternatively, it can also be dropped in the Tender Box which is kept in Room No.1,Ground Floor, BEML Soudha, SR Nagar, Bangalore.

The “Pre-Qualification Bid” shall be opened at 14.30 hrs at BEML Soudha ,BEML Corporate office on the tender due date.

Price bids shall not be considered for following deviations in pre-qualification bid:

Non-submission of Pre-qualification envelope containing EMD & Integrity Pact

Envelopes received without superscription as stated above.

Envelope containing Pre-qualification Bid not received before the closing date & time of the E-tender.

Demand Draft towards EMD received other than through Scheduled Commercial Bank Authorized by RBI.

Offers of bidders will be considered for further processing subject to encashment of DD/ BG Verification/insurance Bond Verification/online transfer confirmation submitted towards EMD else their technical bids will be rejected.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than **Rs. 6.50 Lakhs** will not be accepted and the quotation is liable to be rejected.
- d) EMD does not carry any interest on return.
- e) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- f) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, Udyam Certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- g) Tender shall be opened on closing date i.e 22.04.2022 @ 14.00hrs
- h) No responsibility will be taken for postal or non-delivery/non-receipt of EMD/firms claiming EMD exemption.

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

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

4. 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 Tenderers letter head and upload.

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

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

7.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.

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

9.Integrity Pact submitted that is not in the prescribed format are liable for rejection.

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

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

Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

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

12.Other Terms & Conditions:

12.1 The 'Pre-Qualification Bid' shall be opened at 15:00 hrs in Corporate Office on the tender due date.

12.2 The 'Price bids' shall be opened on the tender due date.

12.3 Fax/email quotations are not acceptable.

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

INTEGRITY PACT:

PRE-CONTRACT INTEGRITY PACT AGREEMENT:

Bidders who are interested to participate in this tender are required to enter into an "Integrity Pact". The Integrity Pact envisages an agreement between the prospective vendor/bidder and

the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

Only those vendors/bidders who have entered into an Integrity Pact with the BEML would be eligible to participate in tendering with BEML. A specimen of the Integrity Pact which is part of tender documents is enclosed at Annexure-B & Annexure B-1 and same has to duly filled signed and stamped by the bidder. Non-submission of original duly signed Integrity pact before the prescribed closing date and time of tender, will be rejected.

The bidder has to execute and submit 'Integrity Pact' on plain paper for all tenders of value Rs.1 Crore and above as per Annexure-B & Annexure B-1 to this tender document and the same should be submitted as Pre-qualification document. This integrity pact is a preliminary qualification in entering in to any contract with BEML Limited. For the successful bidder, the integrity pact will remain valid up to 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Offers without duly signed Integrity Pact will be disqualified. The bidder should put their authorized signature in the Integrity pact as a Contractor / bidder with their company seal along with witness's signature, name & address.

Central Vigilance Commission has appointed as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact. Address of IEM is as follows;
Shri E. K. Bharat Bhushan, IAS (Retd.) Flat No. 5151, Sobha City, Puzhukkal, Thrissur, Kerala - 680 553. Ph: +91 9400797777 Email : bbhushan55@gmail.com

Shri Akhilesh Kumar, CES (Retd.) 1042, B-1, Vasant Kunj (Near Fortis Hospital) New Delhi - 110 070. Ph: +91 9811420440 Email : er.akhilesh@yahoo.co.in

12.5 Schedule Of Events

SI No	Particulars	Date	Time
1	Floating of e-tender in BEML website and Central Public Procurement Portal	30.03.2022	
2	Last date for forwarding Queries if any, for clarification during Pre-bid meeting	05.04.2022	17.00Hrs
3	Pre-bid meeting	06.04.2022	11.00Hrs
4	Last date for submission of bids through SRM	22.04.2022	14.00 Hrs
5	Opening of Prequalification bids	22.04.2022	14.30 Hrs
6	Opening of Technical bids	22.04.2022	15.00 Hrs

13.Pre-Bid Meeting :

Due to Covid-19 Pandemic situation, Pre-bid meeting will be organized through Video Conference, interested bidders are advised to send the email to cmimp2@beml.co.in for the participation on or before 05.04.2022 @17.00 Hrs to share the video-conference link for Pre-Bid meeting scheduled on 06.04.2022 at 11.00 AM

• Any queries/clarification/information/details if required by the bidder, the same to be sent to e-mail address : cmimp2@beml.co.in

- The queries will be accepted and entertained upto 05.04.2022 @ 17.00 Hrs to the pre- bid meeting, the decision of BEML on this will be final & binding.
- It is suggested that all the bidders should send queries & obtain all the clarifications before submitting the bids.
- Any modification of the Bidding documents which may become necessary as a result of the pre-bid queries, shall be made by BEML and the same will be hosted on BEML website.
- Clarifications to the bidders' queries and all Corrigenda, Addenda, Amendments, 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 Newspaper in this regard & no bidder will be individually/separately informed of the same.
- Before the dead-line for submission of Bids, BEML may modify the Bidding documents.
 - All Corrigenda, Addenda, Amendments, 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

Part-1	Pre Qualification bid- To be submitted manually
	a) Rs. 6.45 lakhs EMD b) Original Integrity pact (As per Annexure-B & Annexure B-1) duly filled, signed and stamped
Part-2	Technical Bid – To be uploaded in Collaboration folder in the BEML SRM Platform
	a) Annexure–C duly filled, signed and stamped in prescribed format with required documents b) Annexure-D, Annexure-H, Annexure-I Annexure-J, Exhibit-A1, Exhibit-A2 duly filled, signed and stamped in prescribed format
Part-3	Price Bid-(As per Annexure-E) Please quote the price details in BEML SRM Platform only against the respective items provided therein

ANNEXURE-A

FORMAT OF BID GUARANTEE FORM

Note:

- 1.This guarantee shall be furnished by Scheduled Commercial Banks authorized by RBI to issue a Bank Guarantee.
- 2.This bank guarantee shall be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 200/-)
- 3.The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.
- 4.In the case of foreign bidder the B.G. may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Scheduled Commercial Bank in India authorized by Reserve Bank of India.

DATE:

BID GUARANTEE NO:

Ref:

To, BEML LIMITED

(Address of concerned Division/ Corporate Office) Dear Sirs,

.....
.....

M/s..... herein after called the Bidder, with the following Directors on their Board of Directors / partners of the firm.

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

Wish to participate in the said tender for As an irrevocable bank guarantee against bid guarantee for an amount of Rs.....(In word Figures) valid for days from Is required to be submitted by the bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal or revision of toe offer by the Bidder as a condition within the validity period.(2) Non acceptance of the "Letter of Intent/Purchase order" by the bidder when issued

within the validity period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.

We the.....Bank atHaving our head office at.....(Local address) Guarantee and undertake to pay immediately on first demand by BEML LIMITED, the amount of Rs.....(in figure words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to.....(this date shall be 60 days after the date for which the bid is valid) If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/son whose behalf bid guarantee is issued

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

witness (Signature)
Name in (Block letters)

(Bank's common Seal)
Official address:
Date:

ANNEXURE-B

INTEGRITY PACT

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

INTEGRITY PACT Between BEML Limited (BEML) hereinafter referred to as “The Principal” and hereinafter referred to as “The Bidder/Contractor” Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1)The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b.The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c.The Principal will exclude from the process all known prejudiced persons.

(2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure A-1.

e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or

credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

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

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

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

(1)The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2)The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.

(3)The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1: Witness 1:

(Name & Address) -----

(Name & Address) -----

Witness 2:

Witness 2:

(Name & Address) -----

(Name & Address) -----

ANNEXURE-B1

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed Application-Form available on www.bemlindia.in.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/ representative in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BEML LTD in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

14. TECHNICAL BID DETAILS

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-C along with relevant documents.**

14.1. 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. **The authorization letter to be issued on Company’s letter head duly certified by Competent Authority.**

14.2 The tenderer shall have 04 Branch Offices with telephone/Mobile/email/fax at Bangalore/ Mysore/ KGF /**Palakkad (Tenderer shall have office atleast within a radius of 60 kms). Tenderer shall provide addresses for above 04 Branch offices as per Exhibit – A1.**

Note: Bidder Should have Branch Office at Bangalore ,if bidder does not have branch office at other 3 places , bidder has to open branch office at all the places mentioned above within one month from the date of award of contract

Location of Mfg. Plants

01. Kolar Gold Fields(KGF)
BEML limited.
BEML Nagar Post,
K.G.F -563 115(Karnataka)
02. Mysore
BEML Limited,
Belavadi Post,
MYSORE-570018(Karnataka)
03. Bangalore
BEML Limited,
New Thippasandra,
BANGALORE – 560 075

And

- BEML Ltd.
BEML Soudha, Corporate Office,
S.R.Nagar, Bangalore-560027
04. BEML Ltd.
Defence& Rail Products Division
Palakkad Complex, Kinfra Park,

Menonpara road, Kanjikode

14.3 The tenderer's average annual turnover for the last three financial years **(i.e.2018-19 2019-20 and 2020-21)** shall not to be less than **Rs.1 Crore**. Self certified summary of Balance Sheet and Profit & Loss statement for above said three financial years to be uploaded along with Technical Bid. In case 2020-21 accounts not finalised provisional figures will have to be self attested and uploaded.

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

The tenderer should own a minimum 10 number of vehicles having Payload Capacity ranging from 1 MT to 9 MT in the name of Company/Partners else the bid will be rejected.

Sl. No.	Type of vehicle	Minimum no. of vehicles required
1	Payload Capacity 1 MT to 9 MT	10 Nos.

Note :- (Payload Capacity = Gross Vehicle Weight - Unladen weight)

The tenderer should have applicable permits as per RTO norms for National/State Permit to carry BEML Material to various destinations and vice versa.

14.5 Transporters shall upload the documents for having **10 vehicles as per Clause 14.4** along with the supporting documents like Registration Certificate (RC) and Insurance (valid as on tender date) etc., for each vehicle separately in well arranged manner along with Technical Bid.

Also Tenderer shall upload duly filled Exhibit – **A2** with sign and seal along with above supporting documents.

14.6 The Organization / partner shall have a minimum three years of past experience **from 01/04/2016** on wards with organizations of repute in transporting Engineering goods. Performance certificate(s) in support of three years of past experience **from 01/04/2016** onwards for transportation to be issued by an authorized officer of the Institutions / Customers in their company letter head indicating clearly period of contract(s) and details of transportation work carried out in respect of Engineering goods. Period of contract(s) in performance Certificate(s) must cover 3 years of past experience **from 01/04/2016** onwards. Certificate should be enclosed.

If the tenderer is not providing above documents then their offer will be summarily rejected.

- 14.7 Tenderer must ensure that they furnish true information and documents. Tenderers found having furnished false information, are liable to be rejected along with forfeiture of their EMD.
- 14.8 Duly signed with Seal Exhibit A1(Branch Office Details), Exhibit A2(Details of owned Vehicles) and any other relevant Technical information duly signed with seal on each page to be uploaded in the Collaboration Folder of BEML SRM platform as a part of Technical Bid as detailed in **Annexure-C**.

15 Forfeiture of Earnest Money Deposit

- 15.2 If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form.
- 15.3 If the successful tenderer withdraw the offer after the tender is submitted /acceptance of the tender.
- 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 furnish a PBG (Performance Bank Guarantee) **for 3% of Annual contract value** or executed by **any Scheduled Commercial Bank in India authorized by Reserve Bank of India only** within 15 days after award of letter of Acceptance by BEML.
- 15.6 If the successful tenderer fails to start and perform work in accordance with the instructions given by BEML as per the agreed terms.
- 15.7 If the contract is not performed by the successful tenderer to the satisfaction of BEML.
- 15.8 If there is any breach of terms and conditions of the contract on the part of the successful tenderer after the contract is awarded.
- 15.9 In case of failure to execute the contract agreement.
- 16 Performance Bank Guarantee (PBG) :The successful tenderer shall furnish a Performance Bank Guarantee (as per BEML Proforma at Annexure-F) for 3% of Annual contract executed by any Scheduled Commercial Bank in India authorized by Reserve Bank of India only issued preferably by Bangalore branch within 15 days after award of letter of Acceptance by BEML to ensure satisfactory operation of the contract. The Performance Bank Guarantee should be valid for a period of six months beyond the expiry date of the contract. In the event of extension of contract, the PBG shall also be extended automatically by the transporter.**

- 16.1 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.**

16.1 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.

17 Forfeiture of Performance Bank Guarantee

- 17.1** If the contract is not performed by the successful tenderer to the satisfaction of BEML.
 - 17.1** If there is any breach of terms and conditions of the contract on the part of the successful tenderer after the contract is awarded.
 - 17.2** In case of failure to execute the agreement.
 - 17.3** Bidder decides to withdraw any stations/booking office/warehouse opted during bidding, after the acceptance of the contract agreement.
 - 17.4** If the successful tenderer fails to start and perform work in accordance with the instructions given by BEML as per the agreed terms.
- 18** 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 EMD / **Performance Bank Guarantee** forthwith.
- 19** Transporters shall ensure that Motor Vehicle Act 1989 (as amended upto date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- 20** 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 checkpost are collected so that consignments are not detained enroute. If a consignment is detained enroute by checkpost authorities due to insufficient documentation or any reason and penalty such as, advance tax, compound tax, etc is imposed such payments will have to be borne by the Transporters and consignment to be released and delivered in time and cost and consequences to any such detention on this account the Transporter would be liable to reimburse BEML
- 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.**

- 21 **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 final and binding on the tenderer during the tenure of contract.

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

No request for revision of rates for any reasons whatsoever, except on account of increase/ decrease in High Speed Diesel(HSD) price (as per Fuel Price Variation Formulae) will be admitted during pendency of the contract.

- 22 **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.

- 23 **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 Average financial quarter of Tendering i.e. (1st Qtr –Jan to March, 2nd Qtr-April to June, 3rd Qtr- July to Sep & 4th Qtr-Oct-Dec). The rate of (<https://www.goodreturns.in/diesel-price-in-bangalore.html>), Bangalore 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	Kilometer PER LITRE (Diesel Consumption)
Carrying payload capacity of 1MT to 7.5 MT	7.00 Kilometer/Litre.
Payload Capacity ranging from 7.51 MT to 9 MT	3.50 Kilometer/Litre.

- HSD rates prevailing on the Average financial quarter of Tendering i.e. (1st Qtr –Jan to March, 2nd Qtr-April to June, 3rd Qtr-July to Sep & 4th Qtr-Oct-Dec), 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 01.01.2022 to 31.03.2022 (3 months)

01.01.2022 to 31.03.2022 – 92 Days Rs.X1

92 Days

Applicable weighted Price of Diesel for the period from 01.04.2022 to 30.06.2022 will be :-
X1/92

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.

24 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-E**

25 Determination of Lowest Tenderer (L1):-

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

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

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

25.4 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 & decision of BEML is final and binding

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

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

26 **Business Commitment:-**

Approximate Volume of business based on past period is furnished in **Exhibit 'A3'**. This volume is tentative and is furnished for guidance purpose only. Further, the volume mentioned may vary substantially on either side. BEML at this stage cannot guarantee the volume of business.

- 27 The successful tenderer/s (henceforth referred as Transporter) shall enter into a **Contract Agreement** on a Rs. 200/- 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 upto one year at the same terms & conditions. The draft agreement (as per BEML Proforma at **Annexure-G**) 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.

28 **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. 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 are liable for any loss or damage caused to BEML until the consignment is safely delivered. In case of short delivery/damages in transit, the 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.

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 therefrom.

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

29 **Delivery of Goods:-**

The Transporter should have their own Office/Warehouse at BEML designated unit location. **i.e. Bangalore/Mysore/KGF /Palakkad (Tenderer shall have office at least within a radius of 60 kms).** 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 collect any consignment from the BEML suppliers after the date of expiry of the Contract, he shall not withhold such consignments and deliver the consignments at BEML. In such cases Transporter will be paid only as per last/previous contract rates.

30 Calculation of Parts Load :-

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

As per price bid format at Annexure-E, the payment shall be made slab wise.-e.g. if the Dead weight of the consignment is 4.2MT then rate applicable for slab >3.51 MT upto 5MT shall be applied and payment shall be made duly considering upper limit of 5MT.

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).

31 ODC Consignments :-

ODC Dimensions:

1) Open Truck : 20 feet X 8 Feet X 8 Feet (Length X Width X Height)

2) Closed Truck : 18 feet X 6.8 Feet X 7 Feet (Length X Width X Height)

In case of ODC consignments it is the responsibility of Transporter to place suitable vehicles. However, 10% extra charges are admissible for ODC consignments for one dimension (Length or Height or width)

15% extra charges are admissible for ODC consignments for two dimensions (Length and Height or length and width or Height and Width)

20 % extra charges are admissible for ODC consignments for all dimensions (Length, Height and Width) with an approval from Chief of Stores, BEML designated unit.

32 Deployment of Vehicle

All consignments shall be lifted by the Transporter in the type of vehicle specified from BEML works viz: Bangalore/KGF/Mysore/Palakkad and delivered to the designated consignee specified. The Transporter shall contact the Stores Department, BEML, Bangalore/KGF/Mysore/Palakkad everyday and ascertain details of consignments and arrange for transportation of the same after obtaining necessary work order/loading slip.

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

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.

All vehicles reporting for loading at BEML, designated location (Unit) should report at Shipping/Stores Department by 09 AM positively.

The Transporter should ensure that the trucks will report to BEML RECEIVING SECTION for unloading between 7.30AM and 2.00 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 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.

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 **vehicles** as indicated at **Clause 14.4** and to be registered in **Company / Partners name** and to be able to place the vehicles at shortest notice at as per **Clause 32**.

- 33 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.

34 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/PBG on case to case basis.

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

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

36 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. (For inter division movement no transshipment is allowed i.e.third party material should not be clubbed with BEML load)

37 Pick-up and Loading / Unloading:-

37.1 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 RECEIVING 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.

37.2 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 upto four points on need basis. This is applicable within 75 kms radius.** However the payment of Rs.250/- is not applicable in case of BEML Complexes.

37.3 Admissible Distance:-

Sl. No	FROM	TO	DISTANCE ADMISSIBLE FOR ALL TYPES OF VEHICLES in KMS. This will be applicable for vice versa.
1	Bangalore	KGF	165
2	Bangalore	MYSORE	200
3	KGF	Mysore	250
4	KGF	Chennai	275
5	KGF	Hosur	200
6	Bangalore	Palakkad	414
7	KGF	Palakkad	465
8	Mysore	Palakkad	265

38 **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 by **vehicle carrying payload capacity of 1MT to 9 MT**

Sl. No.	Type of Vehicle	Expected Travel distance/day
1	payload capacity of 1MT to 9 MT	300 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.**

- 39 The vehicles should be GPS enabled to ensure continuous monitoring of movement of consignments.**
- 40 Intimation of delivery of equipment at destination and acknowledgement has to be submitted to BEML Bangalore Complex / KGF / Mysore / Palakkad within 7 days of delivery. Weekly report on progress of consignment movement while in transit to be submitted to BEML positively in writing.
- 41 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.
- 42 In case of any accident, the Transporter should protect the right of recovery by lodging FIR in co-ordination with insurance surveyor, etc. Vehicles carrying the equipment/consignment/items is not to be moved from the accident spot before the survey by the Insurance Company is done.
- 43 **PENALTY CLAUSE :-**
- 43.1** If the Transporter fails to deliver the goods within the stipulated time, a penalty of Penalty of 5% per day of the total freight charges will be levied. Maximum penalty will be restricted to 50% of the total freight charges.
- 43.2** 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.
- 43.3** 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/PBG.

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/PBG. In addition to this, a penalty of 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 within 15 days.**

44 **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 Performance Bank Guarantee.

45 **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 **GST invoice** handed over by the Vendor along with the consignments, the GST amount will be recovered from the Transporter, if there is any loss of GST Credit to BEML. Besides a penalty of **Rs.250.00 or 5% of actual freight per consignment** whichever is higher will be recovered from the 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.

46 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.

47 **APPROPRIATION:**

BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contactor under this contract or any other contract including contracts with other divisions. BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contactor under this contract or any other contract including contracts with other divisions of BEML. Should the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due. BEML shall also be entitled to recover any amount due to them from the Performance Bank Guarantee executed in lieu thereof.

48 **Termination of Contract:-**

48.1 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 **Performance Bank Guarantee** will be en-cashed as per absolute discretion of **Chief of Stores of Respective Division**.

48.2 Notwithstanding anything stated in this contract, the **Chief of Stores of Respective Division** 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.

49 **TRANSPORTERS RESPONSIBILITY / LIABILITY:-**

49.1 Tenderer shall upload latest annual Income Tax returns filed and duly acknowledged by the IT department.

- 49.2 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.
- 49.3 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.
- 49.4 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.
- 49.5 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 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.
- 49.6 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.
- 50 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.
- 51 Please note that in absence of the above certificates the subject vehicles will not be allowed to enter/ park inside the factory premises/ Division of BEML Ltd. This is mandatory requirement for ISO-14000, Environment Management System.
- 52 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 Karnataka 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.

- 53 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.
- 54 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.

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

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

56 **ARBITRATION:**

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

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 Bangalore 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 **Chief of Stores of respective** Division shall be final and legally binding.

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

57 **JURISDICTION:**

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

58 **BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reason thereto, which is final & binding on the tenderer.**

Annexure-C

TECHNICAL BID DETAILS

(To be filled by Bidder and to be uploaded in 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 person. All the documents should be uploaded in PDF format.

(A) Mandatory Clauses :-

Sl. No.	Particulars	To be Filled and documents to be uploaded in PDF format wherever required
1.	Registration with the Indian Banker's Association.	Please upload self attested Photocopy of the Certificate which is in force.
2.	Please upload duly signed with seal an "Undertaking letter" as a token of acceptance of all tender terms and conditions on Bidder's letter head as per Annexure-D	Please print the text as per Annexure-D on your letter head and upload the same duly signed with seal by the bidder along with witnesses name and signature.
3.	Tenderer's average annual turnover for the last three financial years (i.e. 2018-19, 2019-20 and 2020-21) shall not be less than Rs.1 Crore.	<p>Please indicate below the details:</p> <p style="text-align: right;"><u>Turn over (Rs. Crores)</u></p> <p>2018-19:-----</p> <p>2019-20:-----</p> <p>2020-21:-----</p> <p>(Figures should be indicated above for year wise as appearing in Audited financial statements.) For 2020-21 Unaudited / Provisional financial figures may be indicated, if audited figures are not available.</p> <p>Upload Self attested copies of Balance Sheet and Profit & Loss Account for the above three</p>

		financial years. In case 2020-21 accounts not finalised provisional figures will have to be self attested and uploaded.
4.	Transporters shall upload the documents for having 10 vehicles as per Clause 14.4 along with the supporting documents like Registration Certificate (RC) and Insurance (valid as on tender date) for each vehicle separately in well arranged manner along with Technical Bid. Also Tenderer shall upload duly filled Exhibit – A2 with sign and seal along with above supporting documents.	Please upload Registration Certificate (RC) and Insurance (valid as on tender date) for each vehicle separately and duly filled Exhibit – A2 with sign and seal along with supporting documents.
5.	The Organization / partner shall have a minimum three years of past experience from 01/04/2016 on wards with organizations of repute in transporting Engineering goods. Performance certificate(s) in support of three years of past experience from 01/04/2016 onwards for transportation to be issued by an authorized officer of the Institutions / Customers in their company letter head indicating clearly period of contract(s) and details of transportation work carried out in respect of Engineering goods. Period of contract(s) in performance Certificate(s) must cover 3 years of past experience from 01/04/2016 onwards. Certificate should be enclosed.	Please upload Self Attested Performance certificate(s).

(B). Informative Clauses :-

SI 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.	Please indicate Name:----- Address:----- ----- -----

		Phone no. ----- Contact Person name: ----- - Email Address: ----- - Mobile no. -----
2.	Constitution of Company i.e. (Proprietor/ Partnership / Pvt. Ltd./ Limited/ Other)	Please indicate nature of organization details ----- and also upload self attested copy of Certificate of Incorporation / Registered Partnership Deed / proprietor certificate issued by Govt. Authority.
3	Name and Contact Details of the management:	Authorized persons for day to day operation. Any change, the transporter shall intimate the same Furnish Minimum 2 persons details. 1) Name :- Designation Address :- ----- ----- Contact no. 2) Name :- Designation Address :- ----- ----- Contact no.
4	Income Tax PAN Number (Please furnish a copy of PAN card):	Upload self attested copy of PAN card.
5	Latest annual Income Tax returns filed and duly acknowledged by the IT department.	Upload self attested copy of Income Tax returns filed
6	GST Certificate (Please furnish a copy of Registration):	Upload self attested copy of Registration
7	The tenderer shall have 04 Branch Offices with telephone/Mobile/email/fax at Bangalore/	Please upload duly filled Exhibit- A1 with sign and seal.

	<p>Mysore/ KGF /Palakkad Tenderer shall have office atleast within a radius of 60 kms), Tenderer shall provide addresses for above 04 Branch offices as per Exhibit – A1.</p> <p>Note: Bidder Should have Branch Office at Bangalore ,if bidder does not have branch office at other 3 places , bidder has to open branch office at all the places mentioned above with in one month from the date of award of contract</p>	
8	<p>Should a bidder or in the case of a firm or company of bidder's one or more of its partners shareholders/ directors have a relation or relations employed in BEML, the authority inviting tender shall be informed of the fact along with the offer, failing this, BEML reserves the right to cancel the contract and forfeit the EMD / Performance Bank Guarantee forthwith.</p>	<p>If relation or relations employed in BEML. please declare with complete details and upload.</p> <p>If nothing is declared then it will be presumed that there is no relation / relations employed in BEML.</p>
9	<p>In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the letter head and upload.</p>	<p>If any litigations, arbitration cases between themselves and BEML Ltd, then please declare with complete details and upload.</p> <p>If nothing is declared then it will be presumed that there is no litigations, arbitration cases.</p> <p>If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract and forfeit the EMD / Performance Bank Guarantee forthwith.</p>
10	<p>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. The authorization letter to be issued in Company's letter head duly certified by Competent Authority.</p>	<p>Authorization Letter to be uploaded</p>

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 3% of Annual contract value as Performance Bank Guarantee from **any Scheduled Commercial Bank in India authorized by Reserve Bank of India only** within maximum period of 15 days after award of the contract (i.e. from the date of Letter of Intent/ Acceptance by BEML)

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 and accept the same in to-to.

Place:

Date:

(Signature of the Bidder)

Full name with seal

(To be printed on Bidder's letter Head)

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

Sub:- Undertaking with respect to **Bid Invitation 6300037345**

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 **3% of Annual contract value** as Performance Bank Guarantee from **any Scheduled Commercial Bank in India authorized by Reserve Bank of India only** within maximum period of 15 days after award of the date of Letter of Acceptance by BEML

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions 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 77**) 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 undertaking"

Place:

Date:

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

BRANCH OFFICE DETAILS

Sl. No.	Location	Full Address	Contact Details (Name, Mobile No/ Phone no & email id)
04 Branch offices which tenderer shall have at the time of tendering are listed below (Tenderer shall have office atleast within a radius of 60 kms). Please fill up details as required below :-			
1.	Bangalore		
2.	KGF		
3.	Mysore		
4.	Palakkad		

Note: Bidder Should have Branch Office at Bangalore ,if bidder does not have branch office at other 3 places , bidder has to open branch office at all the places mentioned above with in one month from the date of award of contract

PLACE:
DATE:

TRANSPORTER NAME:& SIGNATURE:
WITH OFFICIAL SEAL

Exhibit -A2**Transport Name :****Vehicle details having Payload Capacity ranging from 1 MT to 9 MT. (Payload Capacity = Gross Vehicle Weight - Unladen weight).**

Sl. No.	R.C.book copy provided - Yes/No.	Vehicle Registration No./Date	Indicate whether vehicle in Company name / Partner Name	Insurance No. / Validity	Insurance Company
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Place:

Date:

Approximate Volume of business for Two year**Exhibit-A3**

SL.NO	Load (MT)	Distance	UNIT	Total distance (in KMS)
A. MOVEMENT OF MATERIAL FROM KGF/BANGALORE /MYSORE/PALAKKAD COMPLEXES/BEML Pune TO VARIOUS BEML REGIONAL/DISTRICT OFFICES/Customer Sites / from Vendor places / any place to any place and VICE VERSA				
1	>1 MT and upto 2 MT	0-250 Kms	Per KM	220000
2		251 - 500 Kms	Per KM	101200
3		501 Kms - 750 Kms	Per KM	9200
4		751 Kms - 1000 Kms	Per KM	17300
5		above 1000 Kms	Per KM	9500
6	>2 MT upto 3.5MT	0-250 Kms	Per KM	213300
7		251 - 500 Kms	Per KM	123000
8		501 Kms - 750 Kms	Per KM	41550
9		751 Kms - 1000 Kms	Per KM	12000
10		above 1000 Kms	Per KM	165300
11	>3.5 MT upto 5MT	0-250 Kms	Per KM	451600
12		251 - 500 Kms	Per KM	59700
13		501 Kms - 750 Kms	Per KM	19000
14		751 Kms - 1000 Kms	Per KM	20600
15		above 1000 Kms	Per KM	247800
16	MGV 5.1 TO 7.5 MT	0-250 Kms	Per KM	157200
17		251 - 500 Kms	Per KM	10600
18		501 Kms - 750 Kms	Per KM	4500
19		751 Kms - 1000 Kms	Per KM	5400
20		above 1000 Kms	Per KM	129700
21	7.51 MT to 9MT Open Truck	0-250 Kms	Per KM	10200
22		251 - 500 Kms	Per KM	2800
23		501 Kms - 750 Kms	Per KM	2800
24		751 Kms - 1000 Kms	Per KM	2800
25		above 1000 Kms	Per KM	5900
26	7.51 MT to 9MT Closed Truck	0-250 Kms	Per KM	105800
27		251 - 500 Kms	Per KM	73300
28		501 Kms - 750 Kms	Per KM	43000
29		751 Kms - 1000 Kms	Per KM	13400
30		above 1000 Kms	Per KM	269200

B. Glass Wool transportation from Ambernath, to BEML, Bangalore Complex (per Trip is one way only)				Total no. of trips
31	7.5 MT Containerized Truck- 32 ft Length	from Ambernath, to BEML, Bangalore Complex	TRP	30
	Load (MT)	Distance	UNIT	Total no. of days (in Days)
C. LOCAL MOVEMENT FOR BANGALORE - In & around 75 Kms from BEML, Vendor & vice versa				
32	Upto 5 MT	around 75 Kms Radius Bangalore Unit	TRP	1500
D. Local Movements in and around 40 Kms Radius @ KGF Unit				
33	Upto 5MT	around 40 Kms Radius @ KGF Unit	TRP	100
E. Local Movements in and around 25 Kms Radius @ Mysore Unit				
34	Upto 5MT	around 25 Kms Radius @ Mysore Unit	TRP	10
F. Local Movements @ BEML, Palakkad within radius of 30 Kms				
35	Upto 5MT	within radius of 30 Kms	TRP	10
G. Local Movements from BEML, Palakkad to Coimbatore Industrial estates in and around radius of 50 Kms from Coimbatore and vice versa				
36	Upto 5MT	around radius of 50 Kms from Coimbatore Per Day	TRP	150
H. COLLECTION OF WHEEL SETS in 9MT CLOSED TRUCK FROM THE VARIOUS PLACES TO BEML, BANGALORE COMPLEX and vice versa. (9MT)				Total no. of trips (in nos.)
37	6 Wheel sets (Unmachined) - each weighing 1.2MT	WHEEL & AXLE PLANT, YELAHANKA	TRP	30
38	4 Wheel sets (machined) - each weighing 1.2MT	WHEEL & AXLE PLANT, YELAHANKA	TRP	30
39	6 Wheel sets(unmachined) - each weighing 1.2MT	SOUTH CENTRAL RAILWAY WORKSHOP, HUBLI	TRP	30

40	4 Wheel sets machined) - each weighing 1.2MT	SOUTH CENTRAL RAILWAY WORKSHOP, HUBLI	TRP	30
41	6 Wheel sets (Unmachined) - each weighing 1.2MT	SOUTH CENTRAL RAILWAY WORKSHOP, MYSORE	TRP	30
42	4 Wheel sets machined) - each weighing 1.2MT	SOUTH CENTRAL RAILWAY WORKSHOP, MYSORE	TRP	30
43	6 Wheel sets (Unmachined) - each weighing 1.2MT	WESTERN RAILWAY, MUMBAI	TRP	30
44	4 Wheel sets machined) - each weighing 1.2MT	WESTERN RAILWAY, MUMBAI	TRP	30
45	6 Wheel sets (Unmachined) - each weighing 1.2MT	SOUTH CENTRAL RAILWAY , SECUNDERABAD	TRP	30
46	4 Wheel sets machined) - each weighing 1.2MT	SOUTH CENTRAL RAILWAY , SECUNDERABAD	TRP	30
I. COLLECTION OF WHEEL SETS FROM THE WHEEL & AXLE PLANT, YELAHANKA AND TRANSPORTATION TO SOUTH CENTRAL RAILWAY WORKSHOP, HUBLI and vice versa. (Per Trip is one way only).				Total no. of trips (in nos.)
47	6 Wheel sets (Unmachined) - each weighing 1.2MT	FROM YELHANKA TO SCR,HUBLI	TRP	30
48	4 Wheel sets machined) - each weighing 1.2MT	FROM YELHANKA TO SCR,HUBLI	TRP	30
J. LOCAL MOVEMENT FOR BANGALORE - In & around 75Kms from BEML, Vendor & vice versa (Per Trip is one way only).				Total no. of trips (in nos.)
49	9MT Closed / Open Truck	In & around 75Kms from BEML, Bangalore	TRP	20
50	Transportation of Platform Assy - 9 MT	In & around 75Kms from BEML, Bangalore	TRP	20

K. TRANSPORTATION OF STEEL FROM STOCK YARDS IN AND AROUND BANGALORE AND VICE-VERSA WITHIN A RADIUS OF 50KMs COVERING ENROUTE STATIONS BY TRUCKS				Total no. of trips (in nos.)
51	9MT Closed	In & around 50 Kms from BEML, Bangalore	TRP	10
52	9MT Open Truck	In & around 50 Kms from BEML, Bangalore	TRP	10
L. Local Movements in and around 40 Kms Radius @ KGF Unit				Total no. of days (in Days)
53	9 MT CLOSED TRUCK	in and around 40 Kms Radius @ KGF Unit	TRP	30
54	9 MT OPEN TRUCK	in and around 40 Kms Radius @ KGF Unit	TRP	5
M. Local Movements in and around 25 Kms Radius @ Mysore Unit				
55	9 MT CLOSED TRUCK	in and around 25 Kms Radius @ Mysore Unit	TRP	10
56	9 MT OPEN TRUCK	in and around 25 Kms Radius @ Mysore Unit	TRP	10
N. Local Movements @ BEML, Palakkad within radius of 30 Kms				
57	9 MT CLOSED TRUCK	within radius of 30 Kms @BEML, Palakkad	TRP	10
58	9 MT OPEN TRUCK	within radius of 30 Kms @BEML, Palakkad	TRP	10
O. Local Movements from BEML, Palakkad to Coimbatore Industrial estates in and around radius of 50 Kms from Coimbatore and vice versa				
59	9 MT CLOSED TRUCK	from BEML, Palakkad to Coimbatore	TRP	10
60	9 MT OPEN TRUCK	from BEML, Palakkad to Coimbatore	TRP	10
P. Transportation of Component on Per Piece from KGF to various destination and vice versa				Total no. PCs (in PC)

61	Tatra Platform / LxBxH in mm/ Wt in Kgs (5360 X 2410 X 1600) / 1800 Kgs	Bangalore to KGF and vice versa	PC	10
62	BG 825 Tandem Axle / LxBxH in mm / Wt in Kgs (2750X2750X1000) / 5000 Kgs	KGF to Mysore and vice versa	PC	10
Q. Transportation of ODC from various destination to Mysore and vice versa.				Total no. PCs (in PC)
63	WS 28 Water Sprinkler tank /LxBxH in mm / Wt in Kgs (5000 x 3600 x 2160) / 8300 Kgs	COIMBATORE TO MYSORE AND VICE VERSA	PC	5
64	WS 28 Water Sprinkler tank / LxBxH in mm / Wt in Kgs (5000 x 3600 x 2160) / 8300 Kgs	BANGALORE TO MYSORE AND VICE VERSA	PC	5
R. TRANSPORTATION OF CONTAINERS (9 MT)				Total no. of trips (in nos.)
65	Freight charges towards transportation of Container containing Earth Moving Machinery / Parts of size 20' x 8.5' x 10' (HT) with approximate load capacity of 9 MT (including Container weight) to be transported in 9 MT Truck from Chennai Port to BEML Units and empty container back to Chennai	Chennai Port to KGF (Transit time 3 days)	TRP	5
66		Chennai Port to Bangalore (Transit time 3 days)	TRP	5
67		Chennai Port to Mysore (Transit time 5 days)	TRP	5
68		Chennai Port to Palakkad (Transit time 5 days)	TRP	5

ANNEXURE- E**Price Bid Format****CATEGORY –Payload Capacity of 1MT to 9 MT**

Sl. No.	Payload (MT)	Distance	Unit	Rate in Rs.
a) BEML Manufacturing Units, Subsidiary/Ancillary Units to various parts of India/ Customer sites/ Regional & District Offices and Vendors.				
b) Vendors to BEML Manufacturing Units, Subsidiary/Ancillary Units, Customer sites, Regional & District Offices.				
1	>1 MT and upto 2 MT	0-250 Kms	Per KM	Please quote the rates against the respective items (Sl. Nos. 1 to 5) in 'Item Data' in the system.
2		251 - 500 Kms	Per KM	
3		501 Kms - 750 Kms	Per KM	
4		751 Kms - 1000 Kms	Per KM	
5		above 1000 Kms	Per KM	
6	>2 MT upto 3.5MT	0-250 Kms	Per KM	Please quote the rates against the respective items (Sl. Nos. 6 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	>3.51 MT upto 5MT	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	5.1 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	7.51 MT to 9MT Open Truck	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	

26	7.51 MT to 9MT 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	

B. Glass Wool transportation from Ambernath, to BEML, Bangalore Complex (per Trip is one way only)				
31	7.5 MT Containerized 32 Ft length Truck	from Ambernath, to BEML, Bangalore Complex	Per Trip	Please quote the rate against Item Sl. No. 31 in 'Item Data' in the system.
C. LOCAL MOVEMENT FOR BANGALORE - In & around 75Kms from BEML, Vendor & vice versa				
32	Upto 5MT	around 75 Kms Radius Bangalore Unit	Per Trip	Please quote the rate against Item Sl. No. 32 in 'Item Data' in the system.
D. Local Movements in and around 40 Kms Radius @ KGF Unit				
33	Upto 5MT	around 40 Kms Radius @ KGF Unit	Per Trip	Please quote the rate against Item Sl. No. 33 in 'Item Data' in the system.
E. Local Movements in and around 25 Kms Radius @ Mysore Unit				
34	Upto 5MT	around 25 Kms Radius @ Mysore Unit	Per Trip	Please quote the rate against Item Sl. No. 34 in 'Item Data' in the system.
F. Local Movements @ BEML, Palakkad within radius of 30 Kms				
35	Upto 5MT	within radius of 30 Kms	Per Trip	Please quote the rate against Item Sl. No. 35 in 'Item Data' in the system.
G. Local Movements from BEML, Palakkad to Coimbatore Industrial estates in and around radius of 50 Kms from Coimbatore and vice versa				
36	Upto 5MT	around radius of 50 Kms from Coimbatore	Per Trip	Please quote the rate against Item Sl. No. 36 in 'Item Data' in the system.
H. COLLECTION OF WHEEL SETS in 9MT CLOSED TRUCK FROM THE VARIOUS PLACES TO BEML, BANGALORE COMPLEX and vice versa.				
37	6 Wheel sets (Unmachined) - each weighing 1.2MT	WHEEL & AXLE PLANT, YELAHANKA	Per Trip	Please quote the rate against Item Sl. No. 37 in 'Item Data' in the system.
38	4 Wheel sets (machined) - each weighing 1.2MT	WHEEL & AXLE PLANT, YELAHANKA	Per Trip	Please quote the rate against Item Sl. No. 38 in 'Item Data' in the system.
39	6 Wheel sets(unmachined) - each	SOUTH CENTRAL RAILWAY	Per Trip	Please quote the rate against Item Sl. No. 39 in

	weighing 1.2MT	WORKSHOP, HUBLI		'Item Data' in the system.
40	4 Wheel sets machined) - each weighing 1.2MT	SOUTH CENTRAL RAILWAY WORKSHOP, HUBLI	Per Trip	Please quote the rate against Item SI. No. 40 in 'Item Data' in the system.
41	6 Wheel sets (Unmachined) - each weighing 1.2MT	SOUTH CENTRAL RAILWAY WORKSHOP, MYSORE	Per Trip	Please quote the rate against Item SI. No. 41 in 'Item Data' in the system.
42	4 Wheel sets machined) - each weighing 1.2MT	SOUTH CENTRAL RAILWAY WORKSHOP, MYSORE	Per Trip	Please quote the rate against Item SI. No. 42 in 'Item Data' in the system.
43	6 Wheel sets (Unmachined) - each weighing 1.2MT	WESTERN RAILWAY, MUMBAI	Per Trip	Please quote the rate against Item SI. No. 43 in 'Item Data' in the system
44	4 Wheel sets machined) - each weighing 1.2MT	WESTERN RAILWAY, MUMBAI	Per Trip	Please quote the rate against Item SI. No.44 in 'Item Data' in the system
45	6 Wheel sets (Unmachined) - each weighing 1.2MT	SOUTH CENTRAL RAILWAY , SECUNDERABAD	Per Trip	Please quote the rate against Item SI. No.45 in 'Item Data' in the system
46	4 Wheel sets machined) - each weighing 1.2MT	SOUTH CENTRAL RAILWAY , SECUNDERABAD	Per Trip	Please quote the rate against Item SI. No.46 in 'Item Data' in the system
I. COLLECTION OF WHEEL SETS in 9MT CLOSED TRUCK FROM THE WHEEL & AXLE PLANT, YELAHANKA AND TRANSPORTATION TO SOUTH CENTRAL RAILWAY WORKSHOP, HUBLI and vice versa. (Per Trip is one way only).				
47	6 Wheel sets (Unmachined) - each weighing 1.2MT	FROM YELHANKA TO SCR,HUBLI	Per Trip	Please quote the rate against Item SI. No.47 in 'Item Data' in the system
48	4 Wheel sets machined) - each weighing 1.2MT	FROM YELHANKA TO SCR,HUBLI	Per Trip	Please quote the rate against Item SI. No. 48 in 'Item Data' in the system
J. LOCAL MOVEMENT FOR BANGALORE - In & around 75Kms from BEML, Vendor & vice versa (Per Trip is one way only).				
49	9MT Closed / Open Truck	In & around 75Kms from BEML, Bangalore	Per Trip	Please quote the rate against Item SI. No. 49 in 'Item Data' in the system
50	Transportation of Platform Assy - 9 MT	In & around 75Kms from BEML, Bangalore	Per Trip	Please quote the rate against Item SI. No.50 in 'Item Data' in the system
K. TRANSPORTATION OF STEEL FROM STOCK YARDS IN AND AROUND BANGALORE AND VICE-VERSA WITHIN A RADIUS OF 50KMs COVERING ENROUTE STATIONS BY TRUCKS				
51	9MT Closed	In & around 50 Kms	Per Trip	Please quote the rate

		from BEML, Bangalore		against Item SI. No.51 in 'Item Data' in the system
52	9MT Open Truck	In & around 50 Kms from BEML, Bangalore	Per Trip	Please quote the rate against Item SI. No.52 in 'Item Data' in the system
L. Local Movements in and around 40 Kms Radius @ KGF Unit				
53	9 MT CLOSED TRUCK	in and around 40 Kms Radius @ KGF Unit	Per Trip	Please quote the rate against Item SI. No.53 in 'Item Data' in the system
54	9 MT OPEN TRUCK	in and around 40 Kms Radius @ KGF Unit	Per Trip	Please quote the rate against Item SI. No.54 in 'Item Data' in the system
M. Local Movements in and around 25 Kms Radius @ Mysore Unit				
55	9 MT CLOSED TRUCK	in and around 25 Kms Radius @ Mysore Unit	Per Trip	Please quote the rate against Item SI. No.55 in 'Item Data' in the system
56	9 MT OPEN TRUCK	in and around 25 Kms Radius @ Mysore Unit	Per Trip	Please quote the rate against Item SI. No.56 in 'Item Data' in the system
N. Local Movements @ BEML, Palakkad within radius of 30 Kms				
57	9 MT CLOSED TRUCK	within radius of 30 Kms @BEML, Palakkad	Per Trip	Please quote the rate against Item SI. No.57 in 'Item Data' in the system
58	9 MT OPEN TRUCK	within radius of 30 Kms @BEML, Palakkad	Per Trip	Please quote the rate against Item SI. No.58 in 'Item Data' in the system
O. Local Movements from BEML, Palakkad to Coimbatore Industrial estates in and around radius of 50 Kms from Coimbatore and vice versa				
59	9 MT CLOSED TRUCK	from BEML, Palakkad to Coimbatore	Per Trip	Please quote the rate against Item SI. No.59 in 'Item Data' in the system
60	9 MT OPEN TRUCK	from BEML, Palakkad to Coimbatore	Per Trip	Please quote the rate against Item SI. No.60 in 'Item Data' in the system
P. Transportation of Component on Per Piece from KGF to various destination and vice versa.				
61	Tatra Platform / LxBxH in mm/ Wt in Kgs (5360 X 2410 X 1600) / 1800 Kgs	Bangalore to KGF and vice versa	Per Piece	Please quote the rate against Item SI. No.61 in 'Item Data' in the system
62	BG 825 Tandem Axle / LxBxH in mm / Wt in Kgs (2750X2750X1000) / 5000 Kgs	KGF to Mysore and vice versa	Per Piece	Please quote the rate against Item SI. No.62 in 'Item Data' in the system
Q. Transportation of ODC from various destination to Mysore and vice versa.				
63	WS 28 Water Sprinkler tank /LxBxH in mm / Wt in Kgs	COIMBATORE TO MYSORE AND VICE VERSA	Per Piece	Please quote the rate against Item SI. No.63 in 'Item Data' in the system

	(5000 x 3600 x 2160) / 8300 Kgs			
64	WS 28 Water Sprinkler tank / LxBxH in mm / Wt in Kgs (5000 x 3600 x 2160) / 8300 Kgs	BANGALORE TO MYSORE AND VICE VERSA	Per Piece	Please quote the rate against Item SI. No.64 in 'Item Data' in the system
R. TRANSPORTATION OF CONTAINERS				
65	- Freight charges towards transportation of Container containing Earth Moving	Chennai Port to KGF (Transit time 3 days)	Per Trip (To & Fro)	Please quote the rate against Item SI. No.65 in 'Item Data' in the system
66	Machinery / Parts of size 20' x 8.5' x 10' (HT) with approximate load capacity of 9 MT (including Container weight) to be transported in 9 MT Truck from Chennai Port to BEML Units and empty container back to Chennai	Chennai Port to Bangalore (Transit time 3 days)	Per Trip (To & Fro)	Please quote the rate against Item SI. No.66 in 'Item Data' in the system
67		Chennai Port to Mysore (Transit time 5 days)	Per Trip (To & Fro)	Please quote the rate against Item SI. No.67 in 'Item Data' in the system
68		Chennai Port to Palakkad (Transit time 5 days)	Per Trip (To & Fro)	Please quote the rate against Item SI. No.68 in 'Item Data' in the system

Notes:

- 1) In case Bidder is not quoting for all activities, then their offer shall be rejected.
- 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.
- 5) The tonnage indicated i.e. 1MT to 9 MT is payload capacity. (Payload Capacity = Gross Vehicle Weight - Unladen weight)
- 6) The quoted price shall be exclusive of **GST**.

ANNEXURE-F

FORMAT OF PERFORMANCE BANK GUARNATEE FOR SERVICE CONTRACT

Note:

1. This guarantee should be furnished by **Scheduled Commercial Bank in India authorized by Reserve Bank of India only.**
2. This bank guarantee should be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 200./-)

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 Dy. General Manager (...)
 BEML Limited

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 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 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)** 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.

Date :

Place :

Annexure-G

DRAFT AGREEMENT

Road Transport for Transportation of Components / Engineering Goods including spares by road as per scope given below for Category – Payload Capacity of 1MT to 9 MT for a period of 2 (Two Years)

The scope of above transportation would be as follows:-

- a) BEML Manufacturing Units, Subsidiary/Ancillary Units to various parts of India/ Customer sites/ Regional & District Offices and Vendors.
- b) Vendors to BEML Manufacturing Units, Subsidiary/Ancillary Units, Customer sites, Regional & District Offices.

BEML Manufacturing Units includes Marketing Divisions located within manufacturing units and Pune Ware House

Contract No:

THIS AGREEMENT executed on, 2022 between M/s BEML Limited, a Central Public Sector Undertaking incorporated under the provisions of Companies Act, 1956, having its Corporate Office at “BEML SOUDHA”, 23/1, 4TH Main, Sampangirama Nagar, Bangalore – 560 027 (hereinafter referred to as BEML/Company, which expression shall wherever the context so required or admits, mean and include its successors and assign) of the one part and M/s(Name & Address) a, registered under the provisions of represented by its _____, shri..... (hereinafter referred to as 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/2022 to xx/xx/2024 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 vide **Bid Invitation No.xxxxxxxx Date:-xx.xx.xxxx**

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:

That during the period up to xx/xx/2024 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/2024 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.xx Lakhs.

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.
- e) The Transporter have furnished/shall furnish within 15 days of the award of the Contract, a Bank Guarantee for 3% of Annual value of Contract as per the format provided by the Company and issued by any Scheduled Commercial Bank in India authorized by Reserve Bank of India only to ensure satisfactory operation/performance of the contract in favour of the Company. In the event of extension of contract, the PBG shall also be extended automatically by the transporter. 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.

2. CONTRACT RATES:

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

The rates indicated in Annexures–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 **as per 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, works at Bangalore/KGF/Mysore/Palakkad and delivered to the designated consignee specified. The Transporter shall contact the Stores Department, BEML, Bangalore/ KGF/ Mysore/ Palakkad 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 shipping departments of concerned complexes of BEML i.e. Bangalore / KGF / Mysore/ Palakkad 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 BEML Units.

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.

All vehicles reporting for loading at BEML, designated location (Unit) should report at Shipping/Stores Department by **09 AM** positively.

The Transporter should ensure that the trucks will report to BEML RECEIVING SECTION for unloading between 7.30AM and 2.00PM. 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.

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 vehicles as indicated at **Clause 14.4**, and to be registered in **Company /Partners name** and to be able to place the vehicles at shortest notice at as per **Clause 32**.

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/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 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.

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 04 Branch Offices with telephone/Mobile/email/fax at Bangalore / Mysore / KGF / Palakkad (Transporter shall have office atleast within a radius of 60 kms).

Note: Bidder Should have Branch Office at Bangalore ,if bidder does not have branch office at other 3 places , bidder has to open branch office at all the places mentioned above with in one month from the date of award of contract

Transporters shall ensure that Motor Vehicle Act 1989 (as amended upto date) is strictly followed as applicable. Vehicles must carry upto 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 checkpost are collected, so that consignments are not detained enroute. If a consignment is detained enroute by checkpost authorities due to insufficient documentation or any reason and penalty such as, advance tax, compound tax, etc is imposed such payments will have to be borne by the 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 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.

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 Average financial quarter of Tendering i.e. (1st Qtr –Jan to March, 2nd Qtr-April to June,3rd Qtr- July to Sep & 4th Qtr-Oct-Dec).The rate of (<https://www.goodreturns.in/diesel-price-in-bangalore.html>), Bangalore 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%

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

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

TYPE OF VEHICLE	Kilometer PER LITRE (Diesel Consumption)
Carrying payload capacity of 1MT to 7.5 MT	7.00 Kilometer/Litre.
Carrying payload capacity of 7.51 MT to 9 MT	3.50 Kilometer/Litre.

- HSD rates prevailing on the Average financial quarter of Tendering i.e. (1st Qtr –Jan to March, 2nd Qtr-April to June,3rd Qtr-July to Sep & 4th Qtr-Oct-Dec), 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 01.01.2022 to 31.03.2022 (3 months)

01.01.2022 to 31.03.2022 – 92 Days Rs.X1

92 Days

Applicable weighted Price of Diesel for the period from 01.04.2022 to 30.06.2022 will be :-
X1/92

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.

5. **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.

6. 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. 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 therefrom. 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.

7. Delivery of Goods:

The Transporter shall have their own Office/Warehouse at BEML designated unit location. i.e. Bangalore/Mysore/KGF /Palakkad (Tenderer shall have office at least within a radius of 60 kms). 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 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.

8. Calculation of Parts Load :-

- A. As per price bid format at Annexure-D, the payment shall be made slab wise.-e.g. if the Dead weight of the consignment is 4.2MT then rate applicable for slab >3.5 MT upto 5MT shall be applied and payment shall be made duly considering upper limit of 5MT.
- 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).

9. ODC Consignments :-

ODC Dimensions:

3) Open Truck : 20 feet X 8 Feet X 8 Feet (Length X Width X Height)

4) Closed Truck : 18 feet X 6.8 Feet X 7 Feet (Length X Width X Height)

In case of ODC consignments it is the responsibility of Transporter to place suitable vehicles. However, 10% extra charges are admissible for ODC consignments for one dimension (Length or Height or width)

15% extra charges are admissible for ODC consignments for two dimensions (Length and Height or length and width or Height and Width)

20 % extra charges are admissible for ODC consignments for all dimensions (Length, Height and Width) with an approval from Chief of Stores, BEML designated unit.

10. **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 RECEIVING 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 upto four points on need basis. This is applicable within 75 kms radius.*** However the payment of Rs.250/- is not applicable in case of BEML Complexes.

c. **Admissible Distance:-**

SI. No	FROM	TO	DISTANCE ADMISSIBLE FOR ALL TYPES OF VEHICLES in KMS. This will be applicable for vice versa.
1	Bangalore	KGF	165
2	Bangalore	MYSORE	200
3	KGF	Mysore	250
4	KGF	Chennai	275
5	KGF	Hosur	200
6	Bangalore	Palakkad	414
7	KGF	Palakkad	465
8	Mysore	Palakkad	265

11. 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 by **vehicle having payload capacity of 1MT to 9 MT**

Sl. No.	Type of Vehicle	Expected Travel distance/day
1	vehicle having payload capacity of 1MT to 9 MT	300 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.

59 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.

Intimation of delivery of equipment at destination and acknowledgement has to be submitted to BEML Bangalore Complex / KGF / Mysore / Palakkad 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.

12. 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 loading 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 Performance Bank Guarantee or will be encashed 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 is not to be moved from the accident spot before the survey by the insurance Company is done.

13. 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/ /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/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. within 15 days.***

14. 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 Performance Bank Guarantee.

15. 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.

16. 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.

17. 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 of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Should the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due. BEML shall also be entitled to recover any amount due to them from the Performance Bank Guarantee executed in lieu thereof.

18. Termination of Contract: -

1. 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 **Performance Bank Guarantee &** will be en-cashed as per absolute discretion of **Chief of Stores of Respective Division of BEML.**
2. Notwithstanding anything stated in this contract, the **Chief of Stores of Respective Division of BEML** 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.

19. 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.
- 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.

20. 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.

21. 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, 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.

22. ARBITRATION:

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

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 the Chief of respective Division of BEML. The arbitration/proceedings shall be in accordance with the provisions of The Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of arbitration shall be at Bangalore and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.

23. JURISDICTION : The Courts at Bangalore alone shall have jurisdiction in respect of this Agreement. . .

IN WITNESS WHEREFORE, the Company and the Transporter hereto have set their hands in the presence of the following witnesses on the day, month and year written above.

Exhibit – A1

BRANCH OFFICE DETAILS

Sl. No.	Location	Full Address	Contact Details (Name, Mobile No/ Phone no & email id)
04 Branch offices which tenderer shall have at the time of tendering are listed below (Tenderer shall have office atleast within a radius of 60 kms). Please fill up details as required below :-			
1.	Bangalore		
2.	KGF		
3.	Mysore		
4.	Palakkad		

Note: Bidder Should have Branch Office at Bangalore ,if bidder does not have branch office at other 3 places , bidder has to open branch office at all the places mentioned above with in one month from the date of award of contract

PLACE:

TRANSPORTER NAME & SIGNATURE:

DATE:

WITH OFFICIAL SEAL

ANNEXURE-H

Declaration by the bidder

This is to certify that our person/persons/Company/Firm/Associations does not have any litigation, arbitration cases against BEML Ltd or pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd.

Signature of Bidder with Seal

ANNEXURE – I

Declaration by the bidder

This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any BEML /Central /State Govt. Dept. / Autonomous Institution / PSUs in India at the time of bid submission.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Annexure-J
Technical Compliance Report

(B) Mandatory Clauses :-

Sl. No.	Particulars	To be Filled and documents to be uploaded in PDF format wherever required	Complied
1.	Registration with the Indian Banker's Association.	Please upload self attested Photocopy of the Certificate which is in force.	
2.	Please upload duly signed with seal an "Undertaking letter" as a token of acceptance of all tender terms and conditions on Bidder's letter head as per Annexure-D	Please print the text as per Annexure-D on your letter head and upload the same duly signed with seal by the bidder along with witnesses name and signature.	
3.	Tenderer's average annual turnover for the last three financial years (i.e. 2018-19, 2019-20 and 2020-21) shall not be less than Rs.1 Crore .	<p>Please indicate below the details: <u>Turn over (Rs. Crores)</u> 2018-19:----- 2019-20 :----- 2020-21:-----</p> <p>(Figures should be indicated above for year wise as appearing in Audited financial statements.) For 2020-21 Unaudited / Provisional financial figures may be indicated, if audited figures are not available.</p> <p>Upload Self attested copies of Balance Sheet and Profit & Loss Account for the above three financial years. In case 2020-21 accounts not finalised provisional figures will have to be self attested and uploaded.</p>	
4.	Transporters shall upload the documents for having 10 vehicles as per Clause 14.4 along with the supporting documents like Registration Certificate (RC) and Insurance (valid as on tender	Please upload Registration Certificate (RC) and Insurance (valid as on tender date) for each vehicle separately and duly filled Exhibit – A2 with sign and	

	<p>date) for each vehicle separately in well arranged manner along with Technical Bid.</p> <p>Also Tenderer shall upload duly filled Exhibit – A2 with sign and seal along with above supporting documents.</p>	<p>seal along with supporting documents.</p>	
5.	<p>The Organization / partner shall have a minimum three years of past experience from 01/04/2016 onwards with organizations of repute in transporting Engineering goods. Performance certificate(s) in support of three years of past experience from 01/04/2016 onwards for transportation to be issued by an authorized officer of the Institutions / Customers in their company letter head indicating clearly period of contract(s) and details of transportation work carried out in respect of Engineering goods. Period of contract(s) in performance Certificate(s) must cover 3 years of past experience from 01/04/2016 onwards. Certificate should be enclosed.</p>	<p><i>Please upload</i></p> <p><i>Self Attested Performance certificate(s).</i></p>	

(B). Informative Clauses :-

SI 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.	<p>Please indicate</p> <p>Name:-----</p> <p>Address:-----</p> <p>-----</p> <p>-----</p> <p>Phone no.-----</p> <p>Contact Person name:-----</p>	

		Email Address:----- Mobile no.-----	
2.	Constitution of Company i.e. (Proprietor/ Partnership / Pvt. Ltd./ Limited/ Other)	Please indicate nature of organization details ----- and also upload self attested copy of Certificate of Incorporation / Registered Partnership Deed / proprietor certificate issued by Govt. Authority.	
3	Name and Contact Details of the management:	Authorized persons for day to day operation. Any change, the transporter shall intimate the same Furnish Minimum 2 persons details. 3) Name :- Designation Address :- ----- ----- Contact no. 4) Name :- Designation Address :- ----- ----- Contact no.	
4	Income Tax PAN Number (Please furnish a copy of PAN card):	Upload self attested copy of PAN card.	
5	Latest annual Income Tax returns filed and duly acknowledged by the IT department.	Upload self attested copy of Income Tax returns filed	
6	GST Certificate (Please furnish a copy of Registration):	Upload self-attested copy of Registration	
7	The tenderer shall have 04 Branch Offices with telephone/ Mobile/ email/fax at Bangalore/ Mysore/ KGF /Palakkad Tenderer shall have office atleast within a radius of 60 kms), Tenderer shall provide addresses for above 04 Branch offices as per	Please upload duly filled Exhibit- A1 with sign and seal.	

	<p>Exhibit – A1. Note: Bidder Should have Branch Office at Bangalore ,if bidder does not have branch office at other 3 places , bidder has to open branch office at all the places mentioned above with in one month from the date of award of contract</p>		
8	<p>Should a bidder or in the case of a firm or company of bidder's one or more of its partners shareholders/ directors have a relation or relations employed in BEML, the authority inviting tender shall be informed of the fact along with the offer, failing this, BEML reserves the right to cancel the contract and forfeit the EMD / Performance Bank Guarantee forthwith.</p>	<p>If relation or relations employed in-BEML. please declare with complete details and upload.</p> <p>If nothing is declared then it will be presumed that there is no relation / relations employed in BEML.</p>	
9	<p>In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the letter head and upload.</p>	<p>If any litigations, arbitration cases between themselves and BEML Ltd, then please declare with complete details and upload.</p> <p>If nothing is declared then it will be presumed that there is no litigations, arbitration cases.</p> <p>If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract and forfeit the EMD / Performance Bank Guarantee forthwith.</p>	
10	<p>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. The authorization letter to be issued in Company's letter head duly certified by Competent Authority.</p>	<p>Authorization Letter to be uploaded</p>	