

Schedule 'A' Company under Ministry of Defence, Govt. of India

Defence &amp; Aerospace | Mining &amp; Construction | Rail &amp; Metro

(A Govt.of India Mini Ratna Company under Ministry of Defence) Regional  
 Office : BEML Ltd. ,1/A Sector-C, Industrial Area Sirgitti, **Bilaspur**– 495223  
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### **E-TENDER NOTICE(open Domestic Tender)**

Bid Invitation Ref : 6300037748

Date:12.07.2022

**Sub :** Tender for Road Transport Contract for RO, Bilaspur transportation of Components / Engineering Goods including spares by road from BEML Ltd, Bilaspur to BEML Manufacturing Units /Regional & District Offices and various parts of Customer/vendors Sites and vice versa (also from any place to any place) and for Category – Small consignment/LCV/MGV/16MT for 02 year from 15.09.2022 to 14.09.2024 with a provision to extend the same for another one year on same rate, terms and condition .

<b>Tender Closing Date&amp; Time</b>
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30.07.2022 : at 16.00 Hours
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**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 from BEML Ltd, Bilaspur to BEML Manufacturing Units / Regional / District Offices and various Customer/Vendors Sites and vice versa(also from any place to any place) **for Category – Small consignment/LCV/MGV/16MT** in accordance with the enclosed terms and conditions by the due date mentioned above.

The scope of above transportation would be as follows:-

- BEML Ltd, Bilaspur to BEML Manufacturing Units, Regional & District Offices at various parts of India / Customer sites and vise versa.
- From Vendors / Customer sites to BEML Bilaspur and Vice -Versa

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

Enclosure : as above

**Note :-** The tender consists of 49 no. of pages including this page.

**Sign & Seal of Bidder/Contractor**

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**Enclosure to the Bid Invitation No. 6300037748**

**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* from BEML Ltd, Bilaspur to BEML Manufacturing Units /Regional & District Offices and various parts of Customer Sites/Vendor places and vice versa (also from any place to any place) for Category – **Small consignment/ LCV/MGV/16MT** for a period of 2 (Two) years commencing from the date of award of contract **with a provision to extend the same for another one year on same rate, terms and condition .**

The scope of above transportation would be as follows:-

- a) **BEML Ltd, Bilaspur to BEML Manufacturing Units, *Regional* & District Offices at various parts of India / Customer sites and vice-versa.**
- b) **From Vendors / Customer sites to BEML Bilaspur and vice-versa**

**BEML Manufacturing Units includes Marketing Divisions located within manufacturing units.**

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.

**3.1 Part I - Pre-Qualification Bid:**

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

- a) **Account Payee Demand Draft (DD) / Banker's Cheque or RTGS/NEFT/Net banking for Rs.90,000.00 (Ninety Thousand Only) towards EMD (Earnest Money Deposit) from Indian Public Sector bank in favour of BEML Limited, payable at Bilaspur.**

Earnest Money Deposit can also be submitted through demand draft, Bankers cheque , Net banking /NEFT and RTGS to M/s BEML Limited A/c at SBI Tifra, Branch Bilaspur, Current account no.10102785035 ( IFS Code : SBIN0006276/MICRNo.495002008)

The envelope containing above said EMD shall be duly super scribed at the top of the envelope with the Bid Invitation No. **6300037748** **dt.12.07.2022 Closing date.30.07.2022 and Time 16:00 Hrs** and the words **“PRE-QUALIFICATION BID”** to be written in bold letters and sealed. The name and address of the tenderer shall be written on the left hand bottom corner of the envelopes.

**Sign & Seal of Bidder/Contractor**

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

The Regional Manager  
BEML Limited  
1/A, Sector-C , Industrial Area,  
Sirgitti, Bilaspur (CG)  
Pin : 495-220.

**Alternatively it can also be dropped in the Tender Box which is kept in the office of Regional Manager, BEML Limited, Bilaspur(CG).**

Those tenders of Bidders who have not submitted '**EMD**' by the closing date & time of the tender will be rejected straightway.

**EMD may be submitted DDs,/Bankers Cheque/RTGS/NEFT/Net banking.**

Offers of tenderers will be considered for further processing subject to encashment of both DDs/Banker's Cheque or submitted by RTGS/NEFT / Net banking towards EMD, else such tender will be rejected.

The successful Tenderer has to submit the **Performance Bank Guarantee (PBG)** / DD of nationalized Bank of Rs.4,50,000/- (Rupees Four lakhs fifty thousand Only) **within 15 Days of award of Contract/Letter of Acceptance by BEML**. The PBG should be valid for 30 months from the date of contract which will be extended for another 12 months from the date of expiry of validity in case of extension of contract. After receipt of PBG, EMD will be returned. EMD of unsuccessful bidder will be returned after finalization of contract. The deposit towards EMD shall not carry any interest. The tenderer is advised to carefully go through the terms & conditions of tender before submitting the tender.

**Exemption for MSEs : Micro and small enterprises shall be facilitated by**

**(a) Exemption from submission of Earnest Money deposit.**

4. This tender form is not transferable under any circumstance.
5. All entries in the tender document shall be in English either typed or written legibly in black or blue ink only. Over-writings are not permitted. All cancellations and insertions shall be duly signed / attested by the authorized person. **All the documents should be uploaded in PDF format.**
6. Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection.
7. The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.

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

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](mailto:admin.srm@beml.co.in).**

**9. Other Terms & Conditions :**

**9.1** The ‘Pre-Qualification Bid’ shall be opened at **16:30 hrs** at BEML Bilaspur office **on the tender due date** in presence of the tenderers or their authorized representatives who wish to be present. Also Technical Bids shall be opened in the BEML SRM System at **16:30 Hrs on the tender due date**. Technical bids of only those tenderer shall be considered for evaluation who are meeting the pre-qualification criteria.

**9.2** The ‘Price bids’ shall be opened in respect of only those tenderers who, after technical evaluation are found technically qualified by technical committee constituted for the purpose.

**9.3** The date & time of opening of Price bids will be conveyed to the technically qualified tenderers separately and will be opened in presence of the tenderer or their authorized representative who wish to be present.

**All Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website [www.bemlindia.com](http://www.bemlindia.com) only. Bidders should regularly visit BEML’s websites to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.**

**9.4** Fax/email quotations are not acceptable.

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

**10. Pre-Bid Meeting :-**

- i. Queries from Bidders if any, will be clarified from BEML office.

**BEML LTD.,**  
1/A Industrial Area, Sector-c,  
Sirgitti, Bilaspur PO: Chakarbhata,  
Chhattishgarh – 495220

- iii. The purpose of the meeting will be to clarify issues related to tender and to answer questions on any matter that may be raised at that stage.

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- iv. Any queries/clarification/information/details if required by the bidder, the same to be sent to e-mail address [mvp@rm.beml.co.in](mailto:mvp@rm.beml.co.in) or [mv@beml.co.in](mailto:mv@beml.co.in)
  - v. The queries will be accepted and entertained up to one day prior to the pre- bid meeting i.e. & the decision of BEML on this will be final & binding.
  - vi. It is suggested that all the bidders should participate in the pre-bid meeting & obtain all the clarifications before submitting the bids.
  - vii. Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder.
  - viii. Any modification of the Bidding documents which may become necessary as a result of the pre-bid meeting shall be made by BEML and the same will be hosted on BEML website.
11. Clarifications to the bidders' queries during the pre-bid meeting and all Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any to the tender, will be hosted on BEML website [www.bemlindia.com](http://www.bemlindia.com) only. Bidders should regularly visit BEML's websites to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.

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

## 12. TECHNICAL BID

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

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

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

SL	Category /Type of Vehicle	Minimum number of vehicles required
01	Small Consignment upto 1000 Kgs	Minimum number of vehicles required
02	LCV >1 MT and up to 2.0 MT	At least 02 Nos. in LCV/MGV Category or such numbers depending upon the availability of Bidders locally
03	LCV >2 MT and up to 3.5 MT	
04	LCV >3.5 MT and up to 5 MT	
05	MGV>5 MT and up to 7.5 MT	
06	MGV>7.5 MT and up to 9.0 MT	
07	16 MT OPEN TRUCK	

Vehicles should be well maintained & in good running condition complying RTO norms.

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### **13 Forfeiture of Earnest Money Deposit (Bid Guarantee)**

- 13.1 If a Bidder withdraws / modifies its bid during the period of bid validity specified by The Bidder on the Bid Form.
- 13.2 If the successful tenderer withdraw the offer after the tender is submitted /acceptance of the tender.
- 13.3 Bidder decides to withdraw any stations/booking office/warehouse opted during bidding, after the acceptance of the contract agreement.
- 13.4 If the successful tenderer fails to furnish a PBG (Performance Bank Guarantee)/ Demand Draft of nationalized bank for a sum of **4,50,000.00/- (Rupees Four lakhs fifty thousand only)** within 15 days after award of the contract/ Letter of Acceptance by BEML.
- 13.5 If the successful tenderer fails to start and perform work in accordance with the instructions given by BEML as per the agreed terms.
- 13.6 If the contract is not performed by the successful tenderer to the satisfaction of BEML.
- 13.7 If there is any breach of terms and conditions of the contract on the part of the successful tenderer after the contract is awarded.
- 13.8 In case of failure to execute the agreement.

**Performance Bank Guarantee (PBG) :** The successful tenderer shall furnish a Performance Bank Guarantee (as per BEML Proforma at **Annexure-E**) for **Rs.4,50,000.00/- (Rupees Four Lakh fifty thousand only)** executed by **any Indian Public Sector Banks only** issued by Bilaspur branch within 15 days after award of the contract/ letter of Acceptance by BEML to ensure satisfactory operation of the contract. **The PBG should be valid for 30 months from the date of contract which will be extended for another 12 months from the date of expiry of validity in case of extension of contract.** The successful tenderer may also submit the same in the form of Demand Draft of any nationalized bank.

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

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

### **15 Forfeiture of Performance Bank Guarantee**

- 15.1** If the contract is not performed by the successful tenderer to the satisfaction of BEML.
- 15.2** If there is any breach of terms and conditions of the contract on the part of the successful tenderer after the contract is awarded.

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- 15.3** In case of failure to execute the agreement.
- 15.4** Bidder decides to withdraw any stations/booking office/warehouse opted during bidding, after the acceptance of the contract agreement.
- 15.5 If the successful tenderer fails to start and perform work in accordance with the instructions given by BEML as per the agreed terms.
- 16** Should a bidder or in the case of a firm or company of bidder's one or more of its partners shareholders/ directors have a relation or relations employed in the capacity of an officer of BEML, the authority inviting tender shall be informed of the fact along with the offer, failing this, BEML may cancel the contract and forfeit the and EMD / **Performance Bank Guarantee** forthwith.
- 17** Transporters shall ensure that Motor Vehicle Act 1989 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- 18** GST, and other levies, if any, in respect of destination stations shall be paid by the Transporter and claimed along with the freight charges duly supported by proper original receipts obtained from the authorities identifying the consignments. No other charges such as demurrage, retention, detention, loading / unloading, Hamali, storage charges, door collection, door delivery charges etc., will be paid by BEML under any circumstances. While accepting consignment for transportation, the Transporters should ensure that necessary documents for check post are collected so that consignments are not detained enroute. If a consignment is detained enroute by checkpoint authorities due to insufficient documentation or any other reason and penalty such as, advance tax, compound tax, etc is imposed such payments will have to be borne by the Transporters and consignment to be released and delivered in time and any detention on this account the Transporter would be responsible.

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

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

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

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

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

**20 Distance:**

**Distance for some of the customer from BEML Division are indicated at Annexure-F and for these places freight shall be admissible as per the distance mentioned therein .**

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

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shall be decided on type of load and vehicle. The decision of Chief of Stores regarding distance/route etc will be final and binding.

Where distance between 2 point is not listed in the tender the same will be calculated on the basis of Google Map (Shortest route)

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.**

## 21 FUEL PRICE VARIATION FORMULA

Following formula will be applied for admitting revision in contract rates in the event of any increase / decrease in HSD price beyond 5% over HSD rates prevailing on the date of scheduled opening of Tender i.e. as on XXXXXX.

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

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

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

SL	Category /Type of Vehicle	Kms PER LITRE (Diesel Consumption)
01	Small Consignment upto 1000 Kgs	Not applicable
02	LCV>1 MT and up to 2.0 MT	10.00 Kms
03	LCV>2 MT and up to 3.5 MT	10.00 kms
04	LCV>3.5 MT and up to 5 MT	7.50 kms
05	MGV>5 MT and up to 7.5 MT	5.00 kms
06	MGV>7.5 MT and up to 9.0 MT	3.00 kms
07	16 MT OPEN TRUCK	3.00 kms

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

e.g. Period from 01.05.2010 to 31.07.2010 (3 months)

01.05.2010 to 15.05.2010 – 15 Days Rs.X1  
 16.05.2010 to 25.05.2010 – 10 Days Rs.X2  
 26.05.2010 to 05.06.2010 – 11 Days Rs.X3  
 06.06.2010 to 30.06.2010 – 25 Days Rs.X4  
 01.07.2010 to 31.07.2010 – 31 Days Rs.X5

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 92 Days

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

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

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

## **22 PART II: PRICE BID**

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

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

The tenderer shall quote the rates for transporting the consignments. The rates should be quoted for the Activity / Routes as mentioned in the work sheet as per **Price Bid Format Annexure-C**

## **23 Determination of Lowest Tenderer (L1):-**

**23.1** Bidder should quote for all the activities in tender. In case bidder is not quoted for all activities in price bid then their offer shall be rejected.

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

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

**23.4** 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.

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

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

## **24 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.

**25** The successful tenderer/s (henceforth referred as Transporter) shall enter into a **Contract Agreement** on a Rs. 250/- (as applicable) stamp paper within **15 days from the date of issue of acceptance letter** with BEML embodying the terms & conditions of this tender and other suitable condition as may be laid down by BEML. The agreement shall be valid for two years from the date of awarding contract and with a provision for extension for further period up to one year at the same terms & conditions. The draft agreement (as per BEML Proforma at **Annexure-E**) to be signed after

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

## **26 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 10<sup>th</sup> 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 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.

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

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

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

## **27 Delivery of Goods:**

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

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

## **28 Calculation of Parts Load :-**

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

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

**B.** In calculating the weight for payment on volume basis, conversion of one "Cubic meter"

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shall be considered as equivalent to weight of **0.450 MT** and part thereof.

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

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

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

## **29 ODC Consignments :-**

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

## **30 Deployment of Vehicle**

All consignments shall be lifted by the Transporter in the type of vehicle specified from BEML, Bilaspur works and delivered to the designated consignee specified. The Transporter shall contact the Stores Department, BEML, **Bilaspur** whenever called by Stores Incharge 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 us.

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

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

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

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

It shall be the responsibility of the Transporter to arrange as many vehicles as may be required and are to be road worthy to transport the consignments entrusted to him from time to time. The vehicles

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shall conform to the respective Government regulations, Motor Vehicle Rules and be fully licensed on that behalf.

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

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

**32** BEML reserves the right to use its own transport or the transport of other road transport contractors of its own choice and discretion during the tenure of the contract, whenever required, particularly when the Transporter is unable to quickly transport the consignments or when he fails to place the vehicles in time then BEML will have the right to transport the consignments through any other agency at the sole risk and cost of the Transporter. **The excess freight thus incurred in this regard will be to the Transporter's account and the same will be recovered from the Transporter's outstanding bills/Security Deposit/PBG on case to case basis.**

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

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

**34** 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.

**35 Pick-up and Loading / Unloading:-**

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

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

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

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SL	Category /Type of Vehicle	Expected time/day
01	Small Consignment upto 1000 Kgs	0-250 Kms
		251 - 500 Kms
		501 Kms - 750 Kms
		751 Kms - 1000 Kms
		above 1000 Kms
02	LCV>1 MT and up to 2.0 MT	200 km/ days
03	LCV>2 MT and up to 3.5 MT	200 km/ days
04	LCV>3.5 MT and up to 5 MT	200 km/ days
05	MGV>5 MT and up to 7.5 MT	200 km/ days
06	MGV>7.5 MT and up to 9.0 MT	200 km/ days
07	16 MT OPEN TRUCK	200 km/ days

Note : nos of days indicated above doesn't include holiday.

**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.**

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

**38** Intimation of delivery of equipment/components/items/spares at destination and acknowledgement has to be submitted to Designated Office within 7 days of delivery. Weekly report on progress of consignment movement while in transit to be submitted to BEML positively in writing.

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

**40** In case of any accident, the Transporter should protect the right of recovery by lodging FIR in co-ordination with insurance surveyor, etc. LCV/MGV/16MT TRUCK Vehicles carrying the equipment/consignment/items/components/ spares is not to be moved from the accident spot before the survey by the Insurance Company is done.

**41 PENALTY CLAUSE:-**

41.1 If the Transporter fails to deliver the goods within the stipulated time, then transporter will be liable for a penalty @ 5% per day of the total freight charges for the delayed deliveries subject to a maximum of 50%.

41.2 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.

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- 41.3 In addition to the above, any extra or consequential expenses incurred by BEML due to non-placement of vehicle, shall be recovered from respective Transporters' outstanding bills.

If the Transporter fails to provide the vehicles as required, BEML will have the right to transport the consignments through any other agency at the sole risk and cost of the Transporter. The **excess freight and any extra expenses** thus incurred in this regard will be charged to the Transporter's account and the same will be recovered from the Transporter's outstanding bills. In addition to this, a penalty of the Rs.3000/- per day per consignment for each occasion will be levied.

In addition to the above, if BEML is levied Liquidated Damage (LD) charges by their customer *due to delay in delivery by Transporter*, then same amount shall be recovered to the extent of delayed period on account of transportations from transporter's outstanding bills /PBG. After recovery of amount from PBG, Transporter has to bring back the PBG value back to its original value i.e. Rs 4,50,000.00 Lakhs (Rupees four Lakhs fifty thousand Only) within 15 days.

## 42 Price Fall Clause:

During the tenure of contract the approved Transporter should not undertake any load within the purview of this contract at a lower rate / charges as agreed with BEML to any of the BEML customers. In case it is found BEML reserves the right to recover such excess amount from the Transporters bill / bills including from the previous bills and may be liable for cancellation of the transportation contract as well as encashment of the Security Deposit/PBG.

## 43 Payment:

### Goods and Services Tax (GST):

Transporter will provide GSTIN number and will comply with all the rule / Act of GST Act 2017. He will submit necessary document in this connection.  
BEML Bilaspur GSTIN (provisional) are indicated below :  
Chhattisgarh GST No. 22AAACB8433D1Z8

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 and all other documents as per GST pertaining to the consignments transported from

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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 GST document required for transportation handed over by the vendor along with the consignment, the GST amount will be recovered from the Transporter, if there is any loss of Modvat /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.**

**44** 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.

**45 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 Security Deposit/PBG executed in lieu thereof.

**46 Termination of Contract:-**

46.1 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 **Security Deposit/PBG** will be en-cashed as per absolute discretion of the **Regional /District Manager, BEML Ltd.**

46.2 Notwithstanding anything stated in this contract, The **Regional /District Manager, BEML Ltd** will have the right to terminate the contract without notice and without assigning any reason, if he is of the opinion that the Transporter is negligent in rendering services in terms of this contract or the services rendered are not satisfactory.

**47 TRANSPORTERS RESPONSIBILITY / LIABILITY:**

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- 47.1 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.
- 47.2 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.
- 47.3 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.
- 47.4 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.
- 47.5 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.
- 47.6 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.**
- 47.7 Please note that in absence of the above certificates the subject vehicles will not be allowed to enter/ park inside the factory premises/ Division of BEML Ltd. This is mandatory requirement for ISO-14001, Environment Management System.
- 47.8 The Transporter shall comply with /discharge all liabilities towards the labour employed under the provisions of various enactments such as latest applicable Contract Labour (Regulation and Abolition) Acts and State Govt. Rules etc., and also the provisions of all other laws such as Industrial Disputes Act, Factories Act, Employees State Insurance Act, Workmen Compensation Act, Employees Provident Fund Act, Gratuity Act., etc., as may be applicable to the Transporter and shall keep BEML fully indemnified and harmless at all times in respect of breaches, if any, of the said laws on the part of the Transporter and or on any other account.
- 47.9 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

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BEML's consignment entrusted to them for transportation or any consequent liability and the Transporters shall keep BEML fully indemnified in that behalf.

- 47.10 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.

**48 FORCE MAJEURE:**

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

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

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

**49. ARBITRATION:**

Regional Manager BEML Ltd., Bilaspur 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 Bilaspur 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 **Regional Manager, BEML Ltd** shall be final and legally binding.

All disputes and differences arising out of or in any way concerning the contract whatsoever shall be referred for decision to "The **Regional Manager, BEML Ltd**", whose decision shall be final and binding on the all parties.

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**50.JURISDICTION:**

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

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

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## Annexure – A

**TECHNICAL BID DETAILS**

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

The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document. All the documents being uploaded by the tenderer, to be self certified with seal.

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

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

Sl. no. 1 to 9 are mandatory terms. If tenderer is not complying for these clauses or not uploaded required documents, the bid will be rejected straight way.

However details for remaining non mandatory clauses (Sl no.10 to 20) also to be uploaded. In case any document / clarification required for these non mandatory clauses by Technical Evaluation Committee, the same shall be asked from the bidders.

Sl No	Particulars	To be Filled and documents to be uploaded in PDF format wherever required
<b>MANDATORY CLAUSES (SL NO. 1 TO 9)</b>		
<b>1</b>	<p>Constitution of Company i.e. (Proprietor/ Partnership / Pvt. Ltd./ Limited/ Other)</p> <p>Please upload Certificate of Incorporation / Registered Partnership Deed / Article of association applicable based on type/ nature of company:</p>	<p>Please indicate details and also upload self certified required documents.</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p>
<b>2</b>	Registration with the Indian Banker's Association.	Please upload self certified copy of the Valid Certificate which is in force.
<b>3</b>	<p>The Organization / partner shall have a minimum three years of past experience <b>during last five year i.e. 31.03.2017 onwards</b> with large undertakings, with Govt. and Public Sector undertakings or other large Organizations of repute in transporting <b>HEMM Equipments / Automobile vehicles / Industrial Equipments / mechanical machineries / engineering goods.</b></p> <p>Performance certificate(s) in support of three years of past experience <b>during last five year i.e. 31.03.2014onwards</b> for transportation to be issued by an authorized officer of the Institutions</p>	<p>Please upload the following in support of preceding three years of past experience:</p> <p>Self Attested Performance certificate(s) indicating clearly period of contract(s) and details of transportation work carried out in respect of '<b>HEMM Equipments / Automobile vehicles / Industrial Equipments / mechanical machineries / engineering goods.</b> Period of contract(s) in Performance Certificate(s) must cover 3 years of past experience <b>during last five year i.e. 31.03.2017 onwards.</b></p>

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	<p>/Customers on their company letter head indicating clearly period of contract(s) and details of transportation work carried out in respect of 'HEMM Equipments / <b>Automobile vehicles/ Industrial Equipments/ mechanical machineries/ engineering goods.</b></p> <p>Period of contract(s) in Performance Certificate(s) must cover 3 years of past experience <b>during last five year i.e. 31.03.2017onwards.</b></p>																				
4	<p>The tenderer must have a Branch Office with telephone/Mobile/email/fax at Bilaspur. <b>If tenderer is not having branch office as mentioned above, then their offer will be summarily rejected.</b> Tenderer must provide addresses for above Branch office as per Exhibit – A2.</p>	<p>Please upload duly filled <b>Exhibit – A2</b> with sign and seal.</p>																			
5	<p>Tenderer's average annual turnover for the last three financial years (i.e. <b>2018-19, 2019-20 and 2020-21</b>) shall not to be less than <b>Rs.10 Lakhs.</b></p>	<p>Please indicate below the details:</p> <p style="text-align: right;"><b><u>Turn over (Rs. Lakhs)</u></b></p> <p><b>2018-19:</b>-----</p> <p><b>2019-20:</b>-----</p> <p><b>2020-21:</b>-----</p> <p>(Figures should be indicated above for year wise as appearing in Audited financial statements).</p> <p>Upload Self certified "summary of Balance Sheet and Profit &amp; Loss Statement" for the above three financial years.</p>																			
6	<p>The minimum requirement of LCVs owned by Organization/partners and operated by the Tenderer Organization shall be as follows:-</p> <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Type of vehicle</th><th>Minimum no. of vehicles required</th></tr> </thead> <tbody> <tr> <td colspan="3"><b>Category LCV</b></td></tr> <tr> <td>1</td><td>LCV &gt;1 to 2 MT</td><td rowspan="6"><b>At least 02 Nos. in LCV category or such numbers depending upon the availability of Bidders locally.</b></td></tr> <tr> <td>2</td><td>LCV &gt;2 TO 3.5MT</td></tr> <tr> <td>3</td><td>LCV &gt;3.5 TO 5 MT</td></tr> <tr> <td>4</td><td>MGV&gt; 5 TO 7.5MT</td></tr> <tr> <td>5</td><td>MGV&gt; 7.5 TO 9.0 MT</td></tr> <tr> <td>6</td><td>16 MT TRUCK (Open)</td></tr> </tbody> </table>	Sl. No.	Type of vehicle	Minimum no. of vehicles required	<b>Category LCV</b>			1	LCV >1 to 2 MT	<b>At least 02 Nos. in LCV category or such numbers depending upon the availability of Bidders locally.</b>	2	LCV >2 TO 3.5MT	3	LCV >3.5 TO 5 MT	4	MGV> 5 TO 7.5MT	5	MGV> 7.5 TO 9.0 MT	6	16 MT TRUCK (Open)	<p>Please upload Self certified copy valid Registration Certificate (RC), Insurance <b>and B-Register Extract</b> valid as on <b>tender date or later date.</b></p> <p>Self certified copy of B-Register Extract to be uploaded in similar lines to the format as per Exhibit-A3. RC, Insurance and B-Register Extract to be uploaded for each vehicle.</p>
Sl. No.	Type of vehicle	Minimum no. of vehicles required																			
<b>Category LCV</b>																					
1	LCV >1 to 2 MT	<b>At least 02 Nos. in LCV category or such numbers depending upon the availability of Bidders locally.</b>																			
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6	16 MT TRUCK (Open)																				

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	<p>Transporters shall upload documents for having LCVs along with supporting documents i.e. Registration Certificate (RC), Insurance and B-Register Extract. Registration Certificate (RC), Insurance <b>and B-Register Extract</b> shall be valid as on <b>tender date or later date</b>.</p> <p>B-Register Extract from RTO office to be provided in similar lines to the format as per Exhibit-A3. RC, Insurance and B-Register Extract to be uploaded for each vehicle.</p>	
7	Please upload duly signed with seal an "Undertaking letter" as a token of acceptance of all the tender terms and conditions on <b>bidder's</b> letter head as per Annexure –B	Please print the text as per Annexure - C on your letter head and upload the same duly signed with seal by the bidder.
8	Authorized signatory for the tender shall be the person holding 'Authorization Letter from <b>bidder</b> on behalf of the firm/company/bidder-concerned who is authorized/empowered to act on behalf for the specific purpose and same to be uploaded	Authorization Letter to be uploaded

**NON-MANDATORY CLAUSES (SL NO. 9 TO 19)**

9	Name of Transporter along with Complete address and Contact Nos.	<p>Please indicate</p> <p><b>Name:</b>-----</p> <p><b>Address:</b>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p><b>Phone no.</b>-----</p> <p><b>Contact Person name:</b>-----</p> <p><b>Email Address:</b>-----</p> <p><b>Mobile no.</b>-----</p>
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10	Name and Contact Details of the management:	Please upload duly filled “ <b>Exhibit – A1</b> ”
11	No. of years in Business:	Please mention: <b>No. of Years :-----</b>
12	Income Tax PAN Number	Upload self certified copy of PAN card.
13	Income Tax returns filed and duly acknowledged by the IT department for the <b>last 3 years</b>	Upload self certified copy of Income Tax return filed during the years <b>FY : 2018-19, 2019-20 and 2020-2021.</b>
14	<b>Goods and Service Tax.</b>	Upload self certified copy of certificate of provisional GST Registration.
15	Bank account numbers with Banker’s Name, Address & Contact Number:	Please mention following:  <b>Bank A/c no.-----</b>  <b>Bank Name:-----</b>  <b>Bank Address:-----</b>  -----  -----  <b>Phone No.-----</b>
16	The tenderer shall affix seal and sign on each and every page of tender document along with all <b>Corrigenda, addenda, Amendments, Clarifications etc if any to Tender</b> and upload the same <b>as a token of acceptance</b> of all the tender terms & conditions including its Annexures, Exhibits etc.	Please sign with seal all Tender document pages (along with all Corrigenda, addenda, Amendments, Clarifications etc if any issued to the Tender) and upload the same.
17	Should a bidder or in the case of a firm or company of bidder’s one or more of its partners Shareholders/ Directors have a relation or relations employed in BEML, the authority inviting tender shall be informed of the fact along with the offer. If it is found that the Bidder has not provided the true information then BEML <b>reserves the right to cancel</b> the contract and forfeit the EMD/ <b>Performance Bank Guarantee</b> forthwith.	If relation or relations employed in BEML. please declare with complete details and upload.  <b>If nothing is declared then it will be presumed that there is no relation / relations employed in BEML.</b>
18	In case any Person / Persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the letter head and upload. If it is found that the Bidder has not provided the true	If any litigations, arbitration cases between themselves and BEML Ltd, then please declare with complete details and upload.  <b>If nothing is declared then it will be presumed that there is no litigations, arbitration cases.</b>

**Sign & Seal of Bidder/Contractor**



	declaration then BEML reserves the right to cancel the contract and forfeit the EMD/ Performance Bank Guarantee forthwith.	
19	Vehicle details as per Exhibit – A4	Duly filled Exhibit – A4 with bidder's sign and seal for each vehicle to be uploaded.

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

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

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

I / We agree to remit Rs.4,50,000.00(Rupees four lakhs fifty thousand only) as Performance Bank Guarantee from an Indian Public Sector Bank within 15 days after award of contract/ from the date of Letter of Intent, whichever is earlier.

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

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

**Place:**

**Date:**

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

**Sign & Seal of Bidder/Contractor**

**Annexure B**

**(To be typed by Bidder on Bidders letter Head)**

To,  
The Regional Manager  
BEML Limited,Bilaspur

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

Dear Sir,

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

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

I / We agree to remit **Rs.4,50,000.00/- (Rupees four lakhs fifty thousand Only)** as Performance Bank Guarantee from an **Indian Public Sector Bank** within 15 days after award of the contract/ from the date of Letter of Intent by BEML.

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions **including all its Annexures, Exhibits etc** along with its **Corrigenda, addenda, Amendments, Clarifications etc if any to Tender** and accept the same in to-to. As a token of acceptance I / We have signed and affixed seal on each and every page of tender document **(from page no. 1 to 47) and all Corrigenda, addenda, Amendments, Clarifications etc if any to Tender and same is uploaded on BEML SRM System.**

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

**Place:**

**Date:**

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

**Sign & Seal of Bidder/Contractor**

Exhibit – A1

**Management Contact Details of Transporter**

**Name of the Transporter :-**

**Address:-**

S NO	NAME	DESIGNATION	ADDRESS	CONTACT DETAILS

**Sign & Seal of Bidder/Contractor**

**Exhibit – A2**

**BRANCH OFFICE DETAILS**

<b>Sl. No.</b>	<b>Location</b>	<b>Full Address</b>	<b>Contact Details (Name, Mobile No/ Phone &amp; Email Id)</b>
01	<b>Bilaspur</b>		
02	<b>Any Other Places in Chhattisgarh</b>		

**Note :**The Tenderer must have their own branch at above locations indicated in the table at the time of tender submission. **(Tenderer shall have office at least within a radius of 150 kms.)**

**Sign & Seal of Bidder/Contractor**

**Exhibit – A3**

**B-Extract Format**

**Transport Department**

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

**Sign & Seal of Bidder/Contractor**

- c. Any other Axle : .....
- d. Tandem Axle : .....
17. Fitness Certificate (F.C) Validity: .....
18. Road Tax Token Validity : .....
19. Insurance Validity : .....
20. Authorization for National Permit  
with current validity : .....
21. State(s) for which Permit is given : .....
22. Latest Emission Test Certificate : .....

Authorized Signatory

**Transport Office**

**Sign & Seal of Bidder/Contractor**

**Exhibit A4**

**Vehicle Details**

Transport Name :  
(Category –  
LCV/MGV/16MT  
TRUCK)

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

Place:

Date:

**Sign & Seal of Bidder/Contractor**

**Price Bid Format**

ANNEXURE- C

<b>A) BEML Ltd, Bilaspur to BEML Manufacturing Units, Regional &amp; District Offices and various parts of India/ Customer sites.</b> <b>B) From Vendors/ Customer sites places to BEML LTD, Bilaspur</b>				
S NO	Category/Weight	Distance	Unit	Rate in Rs.
1	<b>Small Consignment upto 1000 Kgs</b>	0-250 Kms	KG / KM	<b>Please quote the rates against the respective items (Sl. Nos. 1 to 5) in 'Item Data' in the system.</b>
2		251 - 500 Kms	KG / KM	
3		501 Kms - 750 Kms	KG / KM	
4		751 Kms - 1000 Kms	KG / KM	
5		above 1000 Kms	KG / KM	
6	<b>LCV &gt;1 MT and up to 2.0 MT</b>	0-250 Kms	Per KM	<b>Please quote the rates against the respective items (Sl. Nos. 06 to 10) in 'Item Data' in the system.</b>
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	<b>LCV &gt;2 MT and up to 3.5 MT</b>	0-250 Kms	Per KM	<b>Please quote the rates against the respective items (Sl. Nos. 11 to 15) in 'Item Data' in the system.</b>
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	<b>LCV &gt;3.5 MT and up to 5 MT</b>	0-250 Kms	Per KM	<b>Please quote the rates against the respective items (Sl. Nos. 16 to 20) in 'Item Data' in the system.</b>
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	<b>MGV &gt;5 MT and up to 7.5 MT</b>	0-250 Kms	Per KM	<b>Please quote the rates against the respective items (Sl. Nos. 21 to 25) in 'Item Data' in the system.</b>
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	<b>MGV &gt;7.5 MT and up to 9.0 MT</b>	0-250 Kms	Per KM	<b>Please quote the rates against the respective items (Sl. Nos. 26 to 30) in 'Item Data' in the system.</b>
27		251 - 500 Kms	Per KM	
28		501 Kms - 750 Kms	Per KM	
29		751 Kms - 1000 Kms	Per KM	
30		above 1000 Kms	Per KM	
31	<b>16 MT OPEN TRUCK</b>	0-250 Kms	Per KM	<b>Please quote the rates against the respective items (Sl. Nos. 31 to 35) in 'Item Data' in the system.</b>
32		251 - 500 Kms	Per KM	
33		501 Kms - 750 Kms	Per KM	
34		751 Kms - 1000 Kms	Per KM	
35		above 1000 Kms	Per KM	

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

- 1) Bidder should quote for all the activities in tender. In case bidder is not quoting for all activities in Price Bid, 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. 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.
- 4) Minimum chargeable distance shall be 100 Kms. This is in case of 0-250 Kms distance slab only.

**Sign & Seal of Bidder/Contractor**



**ANNEXURE- D**

**FORMAT OF PERFORMANCE BANK GUARNATEE FOR SERVICE CONTRACT**

Note:

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

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

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

The Regional Manager  
 BEML Limited  
 1/A, Sector-C , Industrial Area,  
 Sirgitta, Bilaspur (CG)  
 Pin : 495-220.

M/s .....(Name of the Transport Contractor) having their office at .....and its Registered office at .....( hereinafter called the contractor) has entered into an agreement No:..... (hereinafter called the said agreement) with M/s BEML Limited, Bilaspur (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 uptoxx/xx/xxxx (date) or the extended period if any.

Sheet 2 of 2

**Sign & Seal of Bidder/Contractor**

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

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

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

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

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

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

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

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

**Sign & Seal of Bidder/Contractor**

**Annexure-E**

**AGREEMENT**

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

The scope of above transportation would be as follows:-

- a) **BEML Ltd, Bilaspur to BEML Manufacturing Units, Regional & District Offices and various parts of India/ Customer sites & Vice-Versa.**
- b) **From Vendors places/ Customer sites to BEML LTD, BILASPUR & Vice-Versa**

**BEML Manufacturing Units includes Marketing Divisions located within manufacturing units.**

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 Stores at BEML Ltd. 1/A SECTOR-C INDUSTRIAL AREA , SIRGITTA, BILASPUR(CG) 495220 (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 BEML Bilaspur to Manufacturing Units, Subsidiary/Ancillary Units to various parts of India/ Customer sites/ Regional & Regional Offices and Vendors for **Category –Small consignment/LCV/MGV/16MT** and visa versa which may be extended for another 01 year on same rate , terms & conditions.

**Date:-**

II. WHEREAS in response to the same, the Transporter has submitted its offers for transportation tender which has been accepted by the company as per the enclosure and after negotiations with the Transporter, consent has been given vide their acceptance letter / e-mail dated..... (Copy Attached as **Annexure II**).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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.

**Sign & Seal of Bidder/Contractor**

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 Bank Guarantee for an amount of Rs.2.25 Lakhs. (Rupees Two lakhs twenty five thousand Only)

### **1. FORFEITURE OF PERFORMANCE BANK GUARANTEE (PBG)**

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

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

The Transporter have furnished/shall furnish within 15 days of the award of the Contract, a Bank Guarantee for Rs.4.50 lakhs (Rupees four lakhs fifty thousand only) as per the format provided by the Company and issued by **any Indian Public Sector Bank only** to ensure satisfactory operation/performance of the contract in favour of the Company. The bank Guarantee shall be valid up to the tenure of the contract and for a period of 6 (Six) months beyond the expiry date of contract. The Bank Guarantee shall be extended at the instance of the Company.

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

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

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

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

### **2. CONTRACT RATES:**

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

The rates indicated in Annexure-I are firm and same for transport of goods either way i.e. Inbound / Outbound consignments during the contract period.

Rates agreed shall remain firm for the contract period. The rates agreed are all inclusive of demurrages, detention, loading/unloading, hamali, statistical charges, door collection, door delivery charges etc. (Loading of material within the premises of the Company is the responsibility of the Company and anywhere outside, it is the responsibility of the Carriers).

**Sign & Seal of Bidder/Contractor**

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, delivered to the designated consignee specified. The Transporter shall contact the Stores Department, BEML, Bilaspur everyday and ascertain details of consignments and arrange for transportation of the same after obtaining necessary work order/loading slip.

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

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

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

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

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

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

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

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

BEML reserves the right to use its own transport or other transport at its choice and discretion during the tenure of this contract, whenever required. When the Transporter is unable to quickly transport the consignments or fails to place the vehicles in time, then BEML will have the right, besides other remedies against the transporter, to

**Sign & Seal of Bidder/Contractor**

transport the consignments through any other agency at the sole risk and cost of the Transporter. The excess freight, demurrages, costs etc. thus incurred in this regard will be to Transporter's account and the same will be recovered from the Transporter's outstanding Bills/Security Deposit/PBG on case to case basis.

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

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

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

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

The Transporter **shall have** minimum One Branch Office with telephone/Mobile/email/fax at Bilaspur.

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

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

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

#### **4. Distance:-**

**Distance for some of the customer from BEML Division are indicated at Annexure-F and for these places freight shall be admissible as per the distance mentioned therein .**

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

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

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

**Sign & Seal of Bidder/Contractor**

### 5. **FUEL PRICE VARIATION FORMULA:-**

Following formula will be applied for admitting revision in contract rates in the event of any increase / decrease in HSD price beyond 5% over HSD rates prevailing on the date of Tendering i.e. as on XXXXXX. The rate of **M/s. Indian Oil Corporation, Bilaspur** will be taken as the basis for applicability of increase/decrease in rates. If the price increase of the HSD is less than 5%, no increase in freight charges will be considered. Any variation beyond 5% will be admitted, to the extent beyond 5%.

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

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

SL	Category /Type of Vehicle	Kms PER LITRE (Diesel Consumption)
01	Small Consignment upto 1000 Kgs	Not applicable
02	LCV>1 MT and up to 2.0 MT	10.00 Kms
03	LCV>2 MT and up to 3.5 MT	10.00 kms
04	LCV>3.5 MT and up to 5 MT	7.50 kms
05	MGV>5 MT and up to 7.5 MT	5.00 kms
06	MGV>7.5 MT and up to 9.0 MT	3.00 kms
07	16 MT OPEN TRUCK	3.00 kms

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

e.g. Period from 01.05.2010 to 31.07.2010 (3 months)

01.05.2010 to 15.05.2010 – 15 Days Rs.X1  
 16.05.2010 to 25.05.2010 – 10 Days Rs.X2  
 26.05.2010 to 05.06.2010 – 11 Days Rs.X3  
 06.06.2010 to 30.06.2010 – 25 Days Rs.X4  
 01.07.2010 to 31.07.2010 – 31 Days Rs.X5

-----  
 92 Days

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

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

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

**6. Business Commitment:-**

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

**7. Transit safety of goods:-**

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

The Transporter should furnish the monthly status report of undelivered/godown delivery consignments to BEML/Consignors without fail before 10<sup>th</sup> 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

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Transporter's vehicle meet with an accident causing loss, damage, injury or death to his or other vehicles' property or people, the responsibility shall be entirely with Transporter and Transporter alone is responsible for settling all claims and or liabilities arising there from. The Transporter undertakes to indemnify BEML for the loss, if any, caused to bempl in this regard. The Transporter shall take all necessary steps, such as, Filing of Complaint with the jurisdictional Police, Insurance Company etc., The Transporter also undertakes to mitigate the loss, if any, beyond the claim permitted by the Insurance Company.

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

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

## **8. Delivery of Goods:**

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

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

## **9 Calculation of Parts Load :-**

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

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

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

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

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

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

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

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

## **10 ODC Consignments:-**

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

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**11 Pick-up and Loading/Unloading:-**

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

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

Following are the expected distances required to be covered per day

SL	Category /Type of Vehicle	Expected Travel Distance /day
01	Small Consignment upto 1000 Kgs	0-250 Kms
		251 - 500 Kms
		501 Kms - 750 Kms
		751 Kms - 1000 Kms
		above 1000 Kms
02	LCV>1 MT and up to 2.0 MT	200 km/ days
03	LCV>2 MT and up to 3.5 MT	200 km/ days
04	LCV>3.5 MT and up to 5 MT	200 km/ days
05	MGV>5 MT and up to 7.5 MT	200 km/ days
06	MGV>7.5 MT and up to 9.0 MT	200 km/ days
07	16 MT OPEN TRUCK	200 km/ days

Note : nos of days indicated above doesn't include holiday.

**Permissible Delivery period to be exclusive of loading day only**

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

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

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

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

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

- 14 In case of any accident and consequential loss, the Transporter shall take all steps required under law to protect the right of recover. Including but not limited to lodging of complaint with the jurisdictional

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police. Informing the insurance Company. Lifting the consignment with the consent of the Police/ insurance Company. Etc. All action required to protect the interest of the Company shall be at the responsibility of the Transporter and shall mitigate the loss beyond the claim permitted by the Insurance Company.

On failure of the action by the Transporter, the Security Deposit or PBG will be 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 are not to be moved from the accident spot before the survey by the insurance Company is done.

**15 PENALTY CLAUSE:-**

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

In addition to the above, if BEML is levied Liquidated Damage (LD) charges by their customer ***due to delay in delivery by Transporter, then same amount shall be recovered to the extent of delayed period on account of transportations from transporter's outstanding bills /PBG. After recovery of amount from PBG, Transporter has to bring back the PBG value back to its original value i.e. Rs 1.8 Lakhs within 15 days.***

- 16 Price Fall Clause:** During the tenure of contract the Transporter should not undertake any load within the purview of this contract at a lower rate / charges as agreed with BEML to any of the BEML customers. In case it is found, BEML reserves right to recover such excess amount from the Transporter's bill / bills including from the previous bills and may be liable for cancellation of the transportation contract, besides encashment of the Security Deposit/PBG.

**17 Payment:**

**Goods and Services Tax (GST):**

Transporter will provide GSTIN no and will comply with all the rule / Act of GST Act 2017. He will submit necessary document in this connection.

BEML Bilaspur GSTIN (provisional) are indicated below :

Chhattisgarh GST No. 22AAACB8433D1Z8

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

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

The Transporter shall be responsible to ensure collection of documents such as delivery challan, packing list 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 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 input Credit to BEML. Besides a penalty of **Rs.250.00 or 5% of actual freight per consignment** whichever is higher will be recovered from the Transporter Bills.

Freight charges for each consignment will be paid by BEML / consignee and the same will be specified in the work order. Work orders placed within the currency of the contract will be valid for executions as per this contract. Payments will be made subject to recovery of any tax levied as per rules prevailing during tenure of contract.

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

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

**19. APPROPRIATION:** BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the 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 Security Deposit/PBG executed in lieu thereof.

**20. Termination of Contract: -**

- i. Should there be any default on the part of the Transporter in the satisfactory execution of the transport contract and if the performance continues to be unsatisfactory in spite of two written warnings, the transport contract is liable to be terminated without any further reference to the Transporter at the absolute discretion of BEML in addition to the levy of penalty / recovery of extra expenses incurred for making alternate arrangements and also the Security Deposit/PBG will be en-cashed as per absolute discretion of **The Regional Manager, BEML ltd, Bilaspur**.
- ii. Notwithstanding anything stated in this contract, **The Regional Manager, BEML ltd, Bilaspur** 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

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rendering services in terms of this Contract or the services rendered are not satisfactory. The decision of BEML in this regard shall be final and binding on the Transporter.

**21. TRANSPORTERS RESPONSIBILITY / LIABILITY:-**

- a. The Transporter shall always be regarded, as an independent contractor for transportation of consignment and their employees shall not at any time regarded as BEML's employees. BEML shall not be liable /responsible for any damage / loss or injury, if any, caused to the life or property of any person/s by reason of any acts of commission or negligence on the part of employees of the Transporter.
- b. BEML shall not be liable / responsible for the claims, if any, of the employees of the Transporter under Employee Compensation Act or any other enactments. The Transporter shall keep BEML fully indemnified and harmless always against all claims and proceedings, if any, of his employees or other against BEML.
- c. The Transporter shall be responsible to BEML for the good behavior of his personnel whilst they are in the BEML's premises. Vehicles and personnel of the Transporter entering the BEML premises will be subject to scrutiny, check and other rules framed by BEML, Transporter shall also ensure good behavior with our customer at the time of giving delivery of equipment.
- d. The Transporter shall hold BEML harmless and indemnified against all claims for damages (inclusive of legal costs in connections therewith) whether arising in consequences of personnel injury or death (irrespective of whether such claims arises in accordance with the provisions of the latest Employee Compensation Act or any other Law in force) or to any other property by accident, negligence or otherwise arising out of and in the course of execution of the contract. And if any amount is made payable by BEML, the same shall be reimbursed to BEML immediately on receipt of a claim or the same shall be recovered out of any of the amounts due to the Transporter.
- 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.

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- j. The Transporter should provide the valid Driving License & Accident free record of each driver before taking up the BEML's consignment for movement. The driver of the vehicle should have the cell phone for easy communication & to know the status of the delivery then & there.

**22. CONFIDENTIALITY:** The Transporter or its employees or representatives shall not divulge any information which may come in to their possession while executing the contract herein during the currency of the contract and two years thereafter to any third party without prior consent of the Company.

**23. FORCE MAJEURE: -**

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

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

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

**24. ARBITRATION:**

Regional Manager / BEML Ltd., Bilaspur 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 Bilaspur 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 **Regional Manager, BEML Ltd** shall be final and legally binding.

All disputes and differences arising out of or in any way concerning the contract whatsoever shall be referred for decision to "The **Regional Manager, BEML Ltd**", whose decision shall be final and binding on the all parties.

**25. JURISDICTION:**

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

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**Annexure-F**

List of some of the major destinations for booking from BEML, Bilaspur

**LIST OF DELIVERY STATIONS (CUSTOMERS)**

SL No.	DELIVERY STATION	DISTANCE (APPROX From BILASPUR)
1	SECL GEVRA	100
2	SECL KUSMUNDA	110
3	SECL DIPKA	90
4	SECL KORBA	130
5	PATHARI LANKO	96
6	CHAMPA/JANJGIR	80
7	NTPC LARA	185
8	SECL RAIGARH	180
9	SECL TAMNAR	190
10	SECL CHHAL	200
11	SECL GAREPELMA	230
12	SECL BAROUD	220
13	SECL JAMPALI	235
14	SECL CHIRIMIRI	200
15	SECL RANI ATTARI	146
16	SECL BHATAGAON	260
17	SECL MAHAN-2	270
18	SECL BISHRAMPUR	240
19	AMBIKAPUR	230
20	SECL AMAGAON	300
21	SECL AMERA	210
22	SECL SOHAGPUR	200
23	SECL HASDEO/ RAJNAGAR	170
24	ANNUPPUR	152
25	SECL J&KOTMA	170
26	SECL AMADAND	160
27	SECL JOHILLA	290
28	MALANJKAND(MP)	200
29	RAIPUR	125
30	MAHASAMUNDRA	134
31	SONADIH	65
32	NTPC SIPAT	40
33	BALODA BAZAR	65
34	HIRMI	90
35	TILDA/BAIKUNT	95
36	BLACK DIAMOND, KORBA	112
37	CSPGCL SARNI, Betul (MP)	500
38	CSPGCL MARWAM JANJGIR -CHAMPA (CG)	50

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**Note : BEML Limited, Bilaspur may requested the transporter to place lorry apart from above location for transporting the goods and vise versa. The distance will be calculated through Google earth map (shortest route).**

**LIST OF DELIVERY STATIONS (DISTRICT / REGIONAL OFFICE BEML AND OTHER CUSTOMERS LOCATED )**

SL No.	DELIVERY STATION	DISTANCE ( APPROX FROM BILASPUR)
1	CHENNAI	1520
2	DHANBAD	600
3	HYDERABAD	890
4	KOLKATA	815
5	MUMBAI	1220
6	NAGPUR	395
7	DELHI	1185
8	RANCHI	430
9	SINGRAULI	377
10	SAMBALPUR	261
11	AHMEDABAD	1255
12	ASANSOL	630
13	BACHELI	505
14	BHILAI	142
15	BHUBANESHWAR	536
16	BANGALORE	1477
17	CHANDERPUR	470
18	GUWAHATI	1538
19	HOSPET	1288
20	JAMMU	1777
21	KOTHAGUDEM	835
22	KOCHI	1911
23	MADURAI	1911
24	NEYVELI	1716
25	PANJIM	1512
26	RAMAGUNDAM	594
27	UDAIPUR	1310
28	VISAKHAPATNAM	661
29	KGF	1516
30	MYSORE	1627
31	ROURKELA	375
32	DONGRI BUZYRG (MOIL)	370
33	TALCHER	436

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**Note : BEML Limited, Bilaspur may requested the transporter to place lorry apart from above location for transporting the goods and vise versa. The distance will be calculated through Google earth map (shortest route).**

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