

BEML LIMITED
(A Govt. of India Mini Ratna Company under Ministry of Defence)
“BEML SOUDHA”, 23/1, 4th Main, S. R. Nagar,
BANGALORE – 560 027
Phone : 080 – 2296 3179
Email ID : cmimp5@beml.co.in

Expression of Interest.

Bid Invitation No. 6300037675

Date: 24/06/2022

FOR EMPANELMENT OF INDIA BASED FREIGHT FORWARDING SERVICE PROVIDERS, FOR SEA SHIPMENTS FROM VARIOUS COUNTRIES TO CHENNAI SEAPORT AND INLAND CONTAINER DEPOT (ICD) BENGALURU FOR A PERIOD OF 2 YEARS.

Tender Closing Date & Time: 15/07/2022 at 14.00 Hrs.

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence, with Miniratna status and having its Registered Office at “BEML Soudha” No.23/1, 4thMain, Sampangirama Nagar, Bangalore – 560 027.

BEML Limited (formerly Bharat Earth Movers Limited) was established in May 1964 as a Public Sector Undertaking for manufacture of Rail Coaches & Spare Parts and Mining Equipment at its Bangalore Complex. The Company has partially disinvested and presently Government of India owns 54 percent of total equity and rest 46 percent is held by Public, Financial Institutions, Foreign Institutional Investors, Banks and Employees. BEML Limited, a ‘Schedule-A’ Company, plays a pivotal role and serves India’s core sectors like Defence, Rail, Power, Mining and Infrastructure. The Company started with a modest turnover of Rs. 5 Cr during 1965 and today, thanks to its diverse business portfolio, the company has been able to achieve a turnover of more than Rs.3,500 Cr.

The Company operates under three major Business verticals viz., Mining & Construction, Defence and Rail & Metro. The three verticals are serviced by nine manufacturing units located at Bangalore, Kolar Gold Fields (KGF), Mysore, Palakkad and Subsidiary - Vignyan Industries Ltd, in Chikmagalur District. Each Business vertical is headed by a Director who reports to the Chairman & Managing Director of the company. The products manufactured under the three Business Verticals are :-

Defence and Aerospace: Tatra based High Mobility Trucks, Recovery Vehicles, Bridge Systems Vehicles for Missile Projects, Tank Transportation Trailers, Milrail Wagons, Mine Ploughs, Crash Fire Tenders, Snow Cutters, Aircraft Towing tractors, Aircraft Weapon Loading Trolley

MINING & CONSTRUCTION: Bull Dozers, Excavators, Loaders, Pipe Layers, Wheeled Dozers, Tyre Handlers, Shovels, Dumpers, Water Sprinklers, Motor Graders, Under Mining Equipment

RAIL & METRO: Integral Rail Coaches, Metro Cars, AC EMUs, OHE Cars, Steel and Aluminum Wagons, Track Laying Equipment, Utility Vehicles, Treasury Vans, Spoil Disposal Units, Broad gauge Rail bus

All Corrigenda, Addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.in / SRM portal. Bidders should regularly visit BEML’s websites and SRM portal to keep themselves updated.

**Note: - 1. Existing empanelled sea freight service providers with BEML LTD need not participate in this EOI.
2. The tender consists of 50 no. of pages of RFQ including this page.**

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DISCLAIMER

The information contained in this Tender Document (the "**Bid Document**") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of BEML Limited ("**BEML**") or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is neither an agreement nor an offer and is only an invitation by BEML to the prospective Bidders who are qualified to submit their Proposal ("**Bids**"). The purpose of this Bid Document is to provide interested Bidder(s) with information that may be useful to them in the formulation of their Bid. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by BEML. Such assumptions, assessments and statements do not purport to contain all information that each Bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for BEML, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in this Bid Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BEML accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

BEML, its employees and Advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document.

BEML accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid Document.

BEML may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

The issue of this Bid Document does not imply that BEML is bound to appoint the selected Bidder and BEML reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BEML or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the Bidder and BEML shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. DEFINITIONS & INTERPRETATIONS:

- a. The Purchaser' means "(include BEML Limited, Division address)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at BEML Soudha, No:23/1, 4th Main, SR Nagar, Bangalore -560 027 and shall be deemed to include its successors and assignee.
- b. Supplier' means a person having been included in a contract as a Contractor and also means a firm or company with whom the order for supply/execution of work is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, Contractor or vendor.
- c. Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- d. Tender' means and includes quotation, invitation to tender and all other documents like drawings, specifications, quality plan, etc that form part of the tender document.
- e. Acceptance of Tender' Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
- f. Purchase Orders / Contract' means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, schedule of prices, quantities, quality plan, drawings enclosed and other condition specified in the acceptance of tenders and includes the repeat order which has been accepted or acted upon by / for the supplier for the supply of stores and includes an order for performance of service and includes amendments, if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.
- g. Stores / Materials / Services' means the goods or services specified in the Purchase Order which the supplier has agreed to supply under the Purchase Order.
- h. Words in singular include the plural & vice-versa.
- i. Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.
- j. The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

2. GENERAL INSTRUCTIONS TO BIDDERS

This EOI is designated as the EOI from BEML, inviting open bids for empanellment of India based Sea freight service provider for shipping of consignment/s from various countries to Chennai seaport and inland container depot (ICD) Bengaluru for a period of 2 years.

- 2.1 The bidders are advised to carefully go through the following paragraphs and terms & conditions of EOI before submitting the bid.
- 2.2 This EOI enquiry is not transferable under any circumstances.
- 2.3 All entries in the EOI document shall be in English either typed or written legibly in any one ink other than Green and Red. Erasing, over-writings and use of correction fluids are not permitted. All cancellations and insertions should be duly signed / attested by bidder concerned.
- 2.4 All the documents shall be uploaded in PDF Format in SRM platform.
- 2.5 Late and/or incomplete EOI shall not be considered.
- 2.6 Canvassing and request for in any manner, including unsolicited letters after submission of EOI, or post EOI' corrections shall render offers of such parties indulging in such activities are liable for rejection.
- 2.7 Bidder shall ensure that all the information & documents submitted by them are true & correct.
- 2.8 Submission of false information by the bidders shall render the EOI liable for rejection during any stage of evaluation and before awarding of contract. In case, it comes to the knowledge of BEML that the bidder has submitted false information,
- 2.9 In the event, it comes to the knowledge of BEML that the successful bidder has submitted false information, subsequent to the award of empanelment, the empanelment shall be cancelled/short closed by the company and shall invoke Risk purchase clause with liabilities on such bidder. The PBG shall also be encashed on a result of consequence of breach of contract at the discretion of BEML.
- 2.10 Non-compliance with any of the EOI conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
- 2.11 The bidder shall fill in all the required particulars in the blank space provided for the purpose in the EOI document.
- 2.12 Please note that as per the directives from Ministry of Defence, Class 3 Organization Digital Signature (Signing & encryption) is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.
- 2.13 In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269 or e-mail to admin.srm@beml.co.in (Contact person: Mr. Krishna Mohan)
- 2.14 An interested bidder who doesn't have valid user name and password for participating in the tender can contact BEML Limited through e-mail: admin.srm@beml.co.in to obtain the username and password for submitting the bids.
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
- 2.15 Technical bids of only those bidders shall be considered for evaluation who is meeting the qualification criteria.
- 2.16 All Corrigenda, Addenda, Amendments, Clarifications etc. if any to the tender will be hosted on BEML website www.bemlindia.in only. Bidders should regularly visit BEML's websites to keep themselves updated. No separate advertisement shall be published in the News-paper in this regard.
- 2.17 Fax/email quotations are not acceptable.
- 2.18 BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder.
- 2.19 Please ensure that no price details are mentioned in the Technical Bid (attachments to the c- Folder).
- 2.20 Please submit only the relevant documents which is required, please don't submit the documents which is not asked.
- 2.21 A separate sheet may be attached if the space provided is insufficient or additional information is to be given
- 2.22 BEML reserves the right to verify the authenticity of the documents from the Originator
- 2.23 MSME supplier has to attach the required document proofs if they are seeking to register under MSME Act
- 2.24 PO copies/Experience certificates/Test Certificates or any other required documents may be sent for verification to the concerned issuing authority.
- 2.25 Registration will be liable to be cancelled if any document is found to be fake/false/forged on verification
- 2.26 Submission of fake/false/forged documents will invite action by BEML as per extant Guidelines for Suspension of Business Dealings.

2.27 Key points refer: Table A

1	Tender Ref No and date	6300037675 and 24-06-2022
2	Name and contact details of the person for queries in the tender	Derick Vincent Manager Phone: 080 22963179 Email ID: cmimp5@beml.co.in alternate email ID: cmimp@beml.co.in Working hours: 8:30 am to 5:15 pm Working days: Monday to Friday
3	Nature of Work	Shipping of consignment/s from various countries to Chennai seaport and inland container depot (ICD) Bengaluru for a period of 2 years.
4	Nature of goods to be transported	Transporting Heavy engineering goods viz. Engines, Axles transmissions, propulsions, plates, tubes etc. through sea from various countries to India The bidder must submit experience of having successfully executed "International Ocean freight contract "in the last 7 years
5	Estimated value of the Sea Shipment per year	Approximately annual shipment value Rs 300 Lakhs (Rupees Three Hundred Lakhs only)
6	Pricing	Rates to be quoted in USD only.
7	EMD (Earnest Money Deposit)	Not applicable,
8	Performance Bank Guarantee	Rs 10 Lakhs (Rupees Nine Lakhs only) towards security deposit to be submitted by empanelled service providers
9	Average 3 years annual Financial turn over requirement for qualification	Rs 90 Lakhs (Rupees ninety Lakhs only)
10	Payment terms to be agreed	60 days from the date of bill submission in INR. (SBI T/T selling rate will be considered from the date of arrival of Ship)
11	Availability of RFQ document	www.bemlindia.in (Under Tenders section of website) & CPP Portal.
12	Technical assistance to submit the bid in SRM portal contact:	In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269 or e-mail to admin.srm@beml.co.in (Contact person: Mr. Krishna Mohan)
13	Last date for Submission of queries if any for clarification.	14-07-2022
14	Pre-bid meeting	Not applicable
15	Opening of Technical Bid	15-07-2022 14:00 Hrs. IST.

3. SCOPE OF WORK

- 3.1 Service providers to ship the consignments from various countries to Chennai Port / ICD Bangalore as required by BEML.
- 3.2 Service providers to coordinate with BEML CHA (nominated by BEML) for custom clearance at Chennai / ICD Bangalore regarding documentation for speedy clearance of consignments.
- 3.3 Service providers to get details of relevant purchase order, Inco terms, invoice and packing list either from supplier / BEML divisions / units / office coordinators. The Service providers or his overseas agent shall be responsible to contact the foreign supplier / shipper on whom the purchase order has been placed by BEML and receive the cargo from them as per incoterms mentioned in the PO.
- 3.4 Service Provider have to ensure that the cargo being handed over by the supplier / shipper is properly packed and marked, worthy of Sea freighting.
- 3.5 List of associates must be provided to enable BEML to incorporate in their purchase order.
- 3.6 Service provider shall provide Bill of Lading to the BEML's overseas supplier within 3 to 4 working days from the date of sailing of the vessel in the country of origin.
- 3.7 Shipping through direct vessels is preferred. Shipping lines to provide complete route details.
- 3.8 The sailing schedule of the vessel (container, FCL & Break bulk) from the ports should be sent regularly to all divisions of BEML. The schedule must contain tentative transit time and frequency of sailing schedule from the ports of host country and to keep respective coordinating BEML office posted with all information regarding the readiness of the cargo for dispatch, exact date of dispatch and other relevant matters
- 3.9 Cargo arrival notice along with freight bill to be furnished to BEML, Chennai in case of Chennai Sea port / BEML Rail coach Division in case of ICD, Bangalore office within 2 – 3 days prior to arrival of vessel for necessary preparation for filing bill of entry.
- 3.10 Service provider should take up with the CCTL/CITPL/KATTUPALLI/for speedy movement of all containers to the respective CFS locations in one lot to enable us to take delivery at CFS.
- 3.11 In particular, the service provider shall keep themselves fully conversant and familiar with the Laws, Rules, Regulations and Procedures framed by Sea Port Authorities, Customs, and Insurance Authorities for carriage of Sea Consignments and keep themselves in touch with the carriers or Seaport authorities on the incoming consignments.
- 3.12 Service provider shall provide other services as may be required by BEML from time to time at a rate mutually agreed to by the Parties.
- 3.13 Vessel should meet all necessary insurance regulations and covered with the insurance clauses and duly certified by any of the recognized agencies, Vessel shall have all the requisite certification for berthing at both the ports without any liability to BEML. No delay on this account will be permitted.
- 3.14 Under no circumstances vessel detention, container detention and dead freight will be paid by M/s BEML at any port including load port and discharge port , contractor has to ensure proper coordination with our CHA / consignee / agent and plan accordingly.
- 3.15 Take all necessary permission from relevant agencies at all ports for carting of containers without any involvement of BEML.
- 3.16 Insurance of the cargo up to discharge port shall be arranged by BEML. However, the contractor to ensure:
 - 3.16.1 Lodging of first information to the underwriters and the other parties to protect BEML 's claim as required.
 - 3.16.2 Immediate forwarding of information as required enabling us for lodging the claim with the underwriters.
 - 3.16.3 Coordinate with the Insurance company for survey etc.
- 3.17 You will follow all Local laws / acts / rules prevailing in Transit while transporting the cargo without any liability to BEML and indemnify BEML from any mishap / claims while undertaking the work.
- 3.18 The above-mentioned scope of work is not exhaustive and bidder has to perform any other necessary task to enable Import of goods.

4. Empanelment Terms and conditions

Period of validity of bid

The bid shall remain valid for a period of two year from the date of order of empanelment.

Eligibility criteria

Bidders should have meet the mandatory requirement as per Annexure A1 and provide the details of as per Annexure A2 (for any clarification and additional documents will be sought for the requirements mentioned in Annexure A2 only)

- This EOI is being issued with no financial commitment and BEML reserves the right to change or vary any part thereof at any stage. BEML also reverses the right to withdraw the EOI should it become necessary at any stage.
- BEML reverses the right to accept or reject any application without assigning any reason.
- The selected service provider has to submit PBG (performance Bank Guarantee) for Rs 10 Lakhs within 15 days of issue of Empanelment letter, failing which the agency will be disqualified and out of empanelment process
- BEML reverse the right to encash / Seize the amount of PBG (submitted by agency), in case the appointed Service provider disobeys any term and conditions mentioned in the EOI.
- Since the store is imported, expensive and of delicate in nature, it should be handled with extra care to avoid damages / breakages etc.
- Demurrage due to delay or wrong action by oversea associates of Service providers to be bore by Service providers only.
- This empanelment can be terminated by either party by giving one month notice in advance.
- Financial bids would be invited from the empanelled service providers based on the requirement of BEML divisions.
- The service providers will be empanelled based on the minimum eligibility criteria. The detailed scope of work will be provided along with the financial bid Invitation.
- Details from where the consignment are to be collected and delivered for Sea Shipment shall be intimated at the time of Invitation of financial bids. The contract for the particular shipment shall be awarded to the lowest bidder.
- The empanelment shall be valid for a period of 2 (Two) years from the date of award of empanelment.
- If more than one bidder happens to quote the same lowest price, BEML reserve the right to split the order and award the contract to more than one bidder.
- BEML shall not pay any advance payment.

Rates and prices

Separate price bid shall be invited by the BEML Divisions from the empanelled Service providers and terms and conditions for quoting the prices will be as below

1. The bidder should thoroughly study the scope of work before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
2. The rate quoted should be exclusive of all statutory duties and taxes in India. Price quoted shall be firm any variation in rates , prices or terms of validity of the shall result in forfeiture of PBG.

Service providers Terms and conditions

The service providers can mention their terms and conditions in their Financial proposal. However, BEML reserve the right to accept / reject in part / fully any terms and without thereby incurring any liability. No representation in this regard will be accepted from the bidder.

Improvement in participation

In order to improve the participation by empaneled vendors, the following process shall be followed

1. If any empanelled service provider does not quote for one tender in a span of 6 months (at least 3 tender should have been invited in this period), a letter of warning should be issued to the Service Provider advising that non-response in future tenders may entail de empanelment.
2. Regretting participation also shall be considered as non-participation.
3. In case an empanelled service provider does not quote continuously for 05 or more enquires, then BEML has the right to cancel Empanelment of such service providers

Evaluation Criteria

The responsive bids will be evaluated on the basis of technical bid listed in Annexure -A1 and A2.

Financial bids of such bidders who are empanelled would be invited at later stage based on the requirement by BEML.

5 GENERAL TERMS & CONDITIONS

5.1 Integrity Pact:

- i. The bidder has to execute and submit 'Integrity Pact' on plain paper for all tenders of value Rs.1 Crore and above as per Annexure-E along with Annexure E-1 to this tender document and the same should be submitted as Pre-qualification document. This integrity pact is a preliminary qualification in entering in to any contract with BEML Limited. For the successful bidder, the integrity pact will remain valid up to 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Offers without duly signed Integrity Pact will be disqualified. The bidder should put their authorized signature in the Integrity pact as a Contractor / bidder with their company seal along with witness's signature, name & address.
- ii. Central Vigilance Commission has appointed Shri E.K Bharat Bhushan, IAS (Retd.) and Shri Akhilesh Kumar, CES (Retd.) as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact. Address of IEM is as follows

1. Shri E.K Bharat Bhushan , IAS (Retd.)

Flat no 5151,Sobha city, Puzhukkal , Thrissur , Kerala - 680553

Mobile no. 9400797777

Email : bbhushan55@gmail.com

2. Shri Akhilesh Kumar , CES (Retd.)

Flat no 3111, Tower Osimo,

Mahagun Mezzaria, Sector – 78

Noida – 201304.

Mobile no : 9811420440

Email ID : er.akhilesh@yahoo.co.in

5.2 PRICE & INVOICING:

The quoted rates will be in USD currencies only.

The agreed prices are fixed prices in the currency as specified in the contract. They shall include all the charges specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser.

The method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Service Purchase Order number & date, item number / s and supporting documents as called for in the Service Purchase Order.

5.3 Agreement and legal expenses (if applicable)

5.3.1 Successful tenderer is required to execute an agreement in a stamp paper of worth Rs. 200/- as per the format given by M/s. BEML Limited to carry out the work coming under the scope of work and as per terms and conditions within 15 days from the date of issue of acceptance letter with embodying the terms and conditions of this tender and other suitable condition as may be laid down by BEML.

5.3.2 The agreement shall be valid for two years from the date of awarding contract and with provision for extension for spill over period of three months or such other longer periods as required by BEML at the same terms and conditions.

5.4 Risk purchase clause:

In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages as deemed fit.

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

5.5 Purchase Order Cancellation Clause:

In the event of any situation arising out of or caused by any act which is beyond the control of BEML, may necessitate cancellation of purchase order by giving one month notice in advance to the supplier. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination.

If a Supplier fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. Where the order is cancelled, the Buyer can in addition sue the Supplier for the damages as per the terms of contract. Buyer subsequently purchases / execute the contract from elsewhere. The damages are generally limited to the difference between the contract price and the price paid to the new supplier for execution of the contract.

5.6 For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be applied.

5.6.1 The re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.

5.6.2 The defaulting Contractor shall be served with notice of re-purchase.

5.6.3 Risk purchase loss shall be recovered only after the re-purchase contract has been executed.

5.6.4 There will be cases where the cancellation of the order is due to factors beyond the control of the Buyer like labour strike in the factory of the Buyer, act of God, war etc. In such cases, the Supplier has to accept the cancellation.

5.6.5 BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the security deposit of the bidder in whole or in part in the event of any default, failure or neglect on the part of the contract in the fulfilment or performance in all respect of the Purchase Order.

5.7 WORKS TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY OTHER CONTRACTORS WITHOUT VITIATING THE CONTRACT

The contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the "Scope of the contract". In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power without vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workmen and to procure all the requisite materials and implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract.

5.8 CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the

supplier. The supplier shall not perform additional work / altered scope of work without the written instructions / amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier.

Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

5.9 SECRECY:

5.9.1 All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the execution of the services hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.

5.9.2 BEML shall be entitled to prevent a breach of the above and to damages in case of breach.

5.10 DRAWINGS AND DOCUMENTS: Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. The supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

5.11 NON DISCLOSURE AND INFORMATION OBLIGATIONS:

The supplier shall provide Purchaser with all information pertaining to the service rendered in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution or to third parties. The supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

5.12 Tax conditions:

TDS (Tax deducted at source) will be applicable for domestic supplies including service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated for the services / NRC that will be carried out by the supplier.

5.13 All claims arising by OR at the instance of the labourers or their heirs or successors, including claims under the Employee's Compensation Act from time to time shall be met by the firm on his own account and the Company shall have no liability in that behalf and shall be kept duly indemnified by the firm.

5.14 In the event of the firm failing or neglecting to carry out the work as specified and as required by the Company the Company shall be entitled to recover damages from the firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labourers and the incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit (Or) any part thereof remaining to the Credit of the firm and at its option also be entitled to terminate the contract.

5.15 The contractor shall ensure that all the rules of the factory concerning discipline, safety, security and conduct are observed by his staff while working. In case of any noncompliance, the contractor shall be responsible for the consequence.

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

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.

- 5.17 The contractor shall guarantee that the services rendered are performed by personnel of required capacity and that new materials are used. The contractor shall guarantee that the services rendered corresponds exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of service rendered. The contractor shall guarantee that the service rendered complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The contractor shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. The contractor shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.
- 5.18 **Fall clause:** The prices charged for the services rendered under this P.O by the supplier shall in no event exceed the lowest price at which the supplier render the service of identical description to any other BEML Office / Division during the pendency of this PO.
If at any time, during the said period, the supplier reduces the price of such services or render such services to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the services rendered after the date of coming into force of such reduction shall stand correspondingly reduced.
- 5.19 **Non-waiver of defaults:** If any individual provision of the Contract is invalid, the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law shall not be construed as a waiver and the same shall continue in full force and effect.
- 5.20 **Assignment of rights and obligations; subcontracting:** The supplier is not permitted to sub-contract the service or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.
- 5.21 **Integrity commitment in the execution of contracts:**
- 5.21.2 **Commitment by Purchaser:** Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.
- 5.21.3 **Commitment by the Contractor:** The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship. The Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the Contract commit (s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.
- 5.22 **Intellectual property rights; licenses:** If any Patent design, trademark or any other intellectual property rights apply to the service rendered or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of anon-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the contract by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. The Supplier shall be obligated to do everything necessary

to obtain or establish the above mentioned rights. The Supplier guarantees that the service rendered does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.

The supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof.

- 5.23 **Bribes and gifts:** Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause 3.5 hereof. Any question or dispute as on the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.
- 5.24 **Jurisdiction:** Courts of Bengaluru alone shall have jurisdiction to decide any issue / dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between BEML and the Supplier.
- 5.25 **Arbitration:** Disputes if any, arising between BEML and the supplier in connection with this Purchase Order 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 Arbitration and Conciliation Act 1996 and Rules framed there under. The place of arbitration shall be at Bangalore or any other place mutually decided by and between BEML and the supplier 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.
- 5.26 **During arbitration:** “Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings”.
- 5.27 **Force majeure clause:** Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall 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 Purchaser or the Supplier.
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 Supplier or the acts on which the Purchaser 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 Supplier along with supporting evidence and so granted by the Purchaser for the supply / work affected, if any, shall not be construed as waiver in respect of remaining deliveries.
Notwithstanding above provisions, Purchaser 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. Purchase may takeover partly processed material at a mutually agreed price.
Force Majeure condition will apply on both sides.

The shipments have to be freighted in the prevailing situation of COVID-19. No condonation of delay / transit penalty on grounds of Covid-19 will be entertained.

Shipments have to be done in its stipulated time frame in the existing conditions only.

5.28 Confidentiality:

Service providers shall not divulge any information with regard to goods and documents etc to any person or agency without express permission from BEML. In any such event the contract will automatically stand cancelled and performance Bank Guarantee will be encashed and EMD will be forfeited.

5.29 Independent Agency

The service provider shall always be regarded as an independent agency and their employees shall not at any time be regarded as the employees of the company (BEML). The company (BEML) shall not be liable / responsible for damage , loss or injury if any caused to life or property of any persons or employees of the service provider by reason of any acts of commission or negligence on their part.

Now shall the company be liable / responsible for claims, if any of the employees of the service providers under the workmen's compensation act or any other enactment. The service provider shall always keep the company fully indemnified against all such claims and proceedings, if any of their employees or their agents against the company

5.30 Termination:

Should there be any default on the part of the service provider in the satisfactory execution of the contract and if the performance continues to be unsatisfactory in spite of two written warnings, the contract is liable to be terminated without any further reference to the service provider at the absolute discretion of BEML in addition to the levy of penalty / recovery of extra expenses incurred for making alternate arrangements and also the performance Bank guarantee will be encashed.

Notwithstanding anything stated in this contract, the chief of corporate materials of BEML will have the right to terminate the contract without notice and without assigning any reason, if he is of the opinion that the service provider is negligent in rendering services in terms of this contract or the services rendered are not satisfactory.

5.31 Share of business:

BEML intends to consider larger share of business to the service provider who's rates are most competitive. However the decision on share of business will be based on other factors like capacity constraints, delivery requirements and convenience of operation.

5.32 Document:

Sea freight service provider to detail the documents that would be submitted to BEML at various stages of activity.

5.33 Penalty clause

BEML may at its discretion in case the service provider fails to perform any or part of the contract / work entrusted to them as defined and which in the opinion of the company has led to a loss of production of any type, will impose a penalty up to a maximum 5% of the value of the contract computed during the period.

6 Special terms and conditions

6.1 Security deposit / performance guarantee:

6.1.1 Successful tenderer shall furnish security deposit for the fulfillment of the contract within 15 days of release of Service order/contract and security amount shall be to a **value of Rs. 10 Lakhs**. Such Security deposit shall not entail any interest payment on refund.

6.1.2 The contractor shall choose any one of the following three options for payment of security deposit in writing as under:

- The contractor shall deposit the difference between Earnest Money and full Security Deposit by Demand Draft / Banker's cheque drawn on any of the commercial bank made in favor of BEML Limited. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the contractor.

(OR)

- Bank Guarantee from any scheduled Commercial Bank authorized by RBI (as per format Annexure L) to the amount of Security Deposit valid up to 6 months after expiry of the contract covering the claim period. Bank Guarantee should be from any of the scheduled Commercial Banks authorized by RBI. (Excluding Regional Rural Banks/ Cooperative Banks)

(OR)

- Security Deposit amount will be deducted from the initial bills itself. (Payments will be made only after recovering the required security deposit)

In case of extension of the Contract, the validity of Bank guarantee also should be extended suitably failing which same will be realized by the BEML.

The above deposit will be held by the Company as Security for the satisfactory performance of the contract. All compensation or other sums or money payable by the contractor to the company under the terms and conditions of this contract may be deducted from his security deposit or from any sums that may be due or may become due, to the contractor by the Company on any account what-so-ever, and in the event of the security Deposit being reduced by reasons of any such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.

No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.

BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfillment or performance in all respect of the Purchase Order.

b. Refund of security deposit:

On completion of the contract based on the recommendations of the concerned-in-charge, the Security deposit will be released to the Contractor within six months (03) after expiring of contract period subject to fulfillment of contractual obligations by the contractor. Also, Service provider to submit no claim certificate stating that no claim from BEML.

6.2 Period of contract:

The bid shall remain valid for a period of two years from the date of order of empanelment.

6.3 Acceptance of order:

The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound

after it has agreed explicitly in writing to be in agreement with the deviation. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

6.4 Payment terms:

The bidder will be required to raise the invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract .

Service provider shall extend 60 days credit from the date of submission of bills at BEMLS designated locations Chennai / Bengaluru for arranging payments and for MSE service provider has per MSME act.

If deviation in payment term, a suitable loading factor will be considered for evaluation.

Advance payment shall not be entertained.

Payment will be made through ECS only

6.5 Business Commitment:-

Approximate Volume of business based on past period is furnished in **Exhibit 'A1'**. This volume is tentative and is furnished for guidance purpose only. Further, the volume mentioned may vary substantially on either side. BEML at this stage cannot guarantee the volume of business.

6.6 Change in business/load pattern:

In case of drop in volumes/load or insufficient work, contractor will not be entitled for any compensation from BEML on this account

6.7 Confidentiality

Contractors shall not divulge any information with regard to goods and documents etc. to any person or agency without express permission from BEML. In any such event the contract will automatically stand cancelled and performance bank guarantee will be cashed.

6.8 Independent agency:

The service provider shall always be regarded as an independent agency and their employees shall not at any time be regarded as the employee of the company (BEML). The Company (BEML) shall not be liable / responsible for damage, loss or injury if any caused to life or property of any persons, or employees of the Service Provider by reason of any acts of commission or negligence on their part.

Nor shall the company be liable / responsible for claims, if any, of the employees of the service provider under the Workmen's Compensation Act or any other enactment. The Service Provider shall always keep the company fully indemnified against all such claims and proceedings, if any, of their employees or their agents against the company.

6.9 Agreement & Legal expense: - (if applicable)

The Successful Bidder shall enter into an agreement with BEML embodying these and other suitable conditions as may be laid down by BEML which shall be valid for 2 (Two years) from the date of awarding of the contract.

The Service Provider shall be required to execute an agreement within the time specified in the Letter of Intimation. In the event of failure on the part of the bidder to sign the agreement with-in the specified time, the EMD shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

The expenses of completing and stamping the agreement shall be borne by the service provider. After the successful bidder submits the Bank Guarantee (BG) and signs the Agreement, the contract would be deemed to have come into effect from the date of signing of the agreement. However, in any case this activity has to be completed within 30 days from the date of Letter of Intimation.

6.10 Set-Off :-

Any sum of money due and payable to the Service Provider (including PBG returnable to him) under the contract may be appropriated by BEML and set-off against any claim of BEML for payment of sum of money arising out of or under other contract made by the contractor with BEML.

6.11 Time limit for submission of bills:

The contractor shall make a claim for the services rendered under this contract to BEML within (3) Three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the BEML accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable

No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (3) Three months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated three months period, shall be liable to be summarily rejected by BEML. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to the prior approval of the BEML accepting authority, notwithstanding what has been laid down in the Clause on Payment. The decision of the BEML accepting authority shall be final and binding on the contractor.

6.12 Demurrages: -

In case it is found that the service provider have failed in this respect, resulting in demurrages, the claim of the service provider for such charges will be disallowed and they will have to make good the loss to BEML.

As regards the demurrage, the decision of BEML will be final and binding on the service provider., any demurrage paid by BEML

on account of delay in delivery of required documents or errors in the same will be recoverable from them.

In case any demurrage or warehousing charges have been incurred, demurrage explanation with event and date wise and a photocopy of the B/E should also be submitted along with the bill. If there is no proper explanation payment will not be made for demurrages.

No bill will be processed for payment by the company unless the above requirements are fully complied with.

6.13 List of Overseas Agents of Service Provider:

To enable Service provider and their overseas agents to render the services under this contract, BEML shall provide vendor contact details in the PO placed on the foreign vendor to facilitate the co-ordination between the overseas agent and the vendor. Contractor shall give details of address of their overseas Agents with contact person details, email for each gate way seaport as soon as LOA is placed.

6.14 Change of Overseas Agent:

In the event of service provider changing their foreign/overseas agent, the contractor should give complete details to BEML immediately after the change.

6.15 Observance of local laws in India and Abroad:

The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under the law of the land.

The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable/levied on account of any of the operations connected with the execution of this contract.

The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

The contractor shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Seaport Authorities, Customs and Insurance Authorities etc. for carriage of Sea consignments and keep themselves in touch with the carriers or their agents and concerned authorities about the incoming consignments.

6.16 Authorized Signatory

If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the tender application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender.

If the tender application is submitted by a Limited Company, it shall be signed by its Managing Director or by a duly authorized person holding the Power of Attorney for signing the tender document, in which case a certified copy of the Power of Attorney shall accompany the tender document.

6.17 Liquidation:

In the event of the Contractor going in to liquidation or winding up the business or making arrangements with a third party, the company shall have the right to terminate the contract forthwith. In case any of the partners of the Contractor become insolvent or otherwise disowns the contract, the same shall automatically stand terminated. The company reserves the right to claim from the Contractor any cost and expenses or loss that may have incurred by reasons of breach of terms and conditions of the contract.

Guidelines for suspension of business dealings with suppliers/ contractors': The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at BEML website www.bemlindia.in

6.18 Termination:

BEML reserves the right to terminate the contract at any time either wholly or in partly by giving a minimum of one-month notice. The service provider shall not be entitled to any compensation on account of such termination.

In the event of any breach by the service providers of any condition herein or in the General Terms and Conditions of purchase of BEML or in the event of any misconduct on the part of the service providers or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice. The company also reserves the right to terminate the contract at any time and without assigning any reason thereof by giving one month's notice of their intention to do so in writing to the service provider who shall not be entitled for any

compensation by any reason of such termination. The service provider will not have the option to terminate the contract before its expiry period or during the extended period, if any.

If at any time during the currency of the contract, the service provider fails to render all or any of the services required under the scope of work satisfactorily, in the opinion of the company and NOT perform any terms and conditions of the contract, decision of the company shall be final and binding on the service provider. The company reserves the right to get the work done by other parties or departmentally, at the Service provider's risk and cost

In the event of the service provider going into liquidation or winding up business or making arrangements with a third party, the company will have the right to terminate the contract forthwith without giving any notice. The company reserves the right to claim from the service provider any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of the contract.

In the case of change of overseas associates during pendency of contract Service provider should intimate to BEML such change well in advance. In case of such changeover, it will be the responsibility of service provider to ensure safety of material during the transition period.

This contract will be executed on the specific understanding of overseas associates declared by the service provider. Any change shall be with prior consent of BEML in writing and BEML shall be at liberty to terminate this contract without notice, if such change is not acceptable to BEML.

The service provider will not split, transfer or assign to any other party, any part of the contract during the period of the contract.

6.19 Short landed or damaged goods

It shall be the responsibility of contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery / short delivery / losses / damages. Under no circumstances, the intimation of Bidder/ contractor shall be time barred. In case of time barred cases, the loss sustained by BEML shall be to the account of the contractor.

In case of goods specified by BEML and in case of apparent damages, the contractor will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Contractor shall lodge claim with the appropriate authorities.

The Contractor is responsible for safe transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.

The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

Wherever cargoes have landed short, the Service Provider shall be required to file "NOT FOUND" remarks with the Seaport authorities within the stipulated period for the purpose and obtain and forward short landing certificates

to BEML. Before clearance to be weighed both Seaport and weight /measurement as per documents to be tallied. The Service Provider will have to apply and get refund of proportionate/whole landing charges within time prescribed by Sea Port Bye-Law and Regulations as the case may be from the Sea Port Authorities under advice to BEML. This should be done automatically by the service provider till the claim is finally settled.

6.20 Safety of men, equipment, material & environment:

All applicable safety rules, codes shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and air/road Transportation of all types of cargo. The contractor shall follow the safety requirements as applicable by laws, rules and regulations at all time during the period of contract.

The contractor shall indemnify BEML against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

No unauthorized person should be allowed to work for the transportation/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

6.21 BEML reserves the right: -

The quantum of work allocated to the service providers may be increased or decreased according to full discretion of BEML at any stage of contract. In the event of any emergency, BEML reserve the right to appoint any other service provider for any services referred in the contract, if the present service provider(s) are not in a position to render specific services within the period in which their services are required. The mere mention of various items of work in this contract does not by itself, confer a right on the service provider to demand that the work relating to all or any thereof should necessarily or exclusively be entrusted to them.

6.22 Letter of acceptance

Acceptance of offer will be intimated to the successful bidder / bidders through a letter of acceptance.

6.23 Area of operation:

Transportation of consignments from various countries as indicated in the Financial bid format (**Exhibit A2**) for inbound material to Chennai Port & ICD , Bengaluru

6.24 LD (liquidated damages) or FOB / Ex Works / FCA consignments:

Service provider will be informed by BEML / overseas supplier readiness of cargo for FOB / ex works movement. The service provider should provide the bill of lading within 21 days from the day of intimation received from BEML / overseas. In the event of failure of service provider to provide the bill of lading within 21 days, BEML will deduct as a penalty equal to 0.5% of the total sea freight charges payable on a consignment for every day of such delay subject to a maximum of 10% total freight payable.

6.25 Price Bid

Price (Bid) Basis:

Please submit your bid considering the following components.

1. Basic Freight.
2. Delivery Order Fee
3. Lift on / Lift off
4. Container cleaning charges.
5. Survey fee
6. Documentation fee
7. Container deposit charges.
8. Container terminal handling charges at Chennai port / ICD, Bangalore
9. General rate increase.

10. BAF (Bunker adjustment factor)
11. CAF (currency adjustment factor)
12. Security charges
13. Port congestion charges
14. Crane charges / Inter carting charges for break bulk cargo at port.
15. Free container detention period should be minimum 14 days.

The elements listed above 1 to 15 are indicative. The rates quoted should be inclusive of all elements involved in the operation. Besides any other element/s envisaged / involved should also be included in the calculation of the quote and submit the bid as a single value. No additional remarks, footnotes, riders separate rates and modification will be entertained and in case of any other elements is indicated then their offer will be liable for rejection. The statutory levies payable in India shall be paid extra.

The bidder shall quote the rates for transporting the consignments from various countries by Sea.

Note: The freight charges shall be calculated in Indian Rupees by applying T.T selling rate between USD and Indian Re. of SBI prevailing on the date of arrival of ship.

In case there is a Bank Holiday on B/L date than the rate prevailing on the previous working date will apply. Freight bills shall contain the details of packages, weight and MBL number and charges as per the contract rate.

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

6.26 **Performance review**

BEML will do periodical review (Monthly basis) of the Logistics performance of the service provider or which all necessary inputs are to be provided by the service provider as required by BEML from time to time.

Service provider will provide MIS and performance measurements from the start of business in the format prescribed by BEML below.

Performance will be mainly measured on the following parameters.

- a. Nomination received date
- b. Cargo readiness date
- c. Pick up date
- d. FOB received date
- e. Shipment date
- f. Cargo arrival date
- g. Total Transit time
- h. Date on which freight certificate is provided
- i. Submission of Bill date from arrival of shipment at destination.
- j. Number of damages

Note : No representation would be entertained on any error(s) if found in the NIT after tender closing date. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s) before tender closing date. The vendor's time and expenses has to be borne by vendor(s).

7. Annexure A

TECHNICAL BID DETAILS

(To be filled by bidder and to be uploaded in BEML SRM system along with relevant documents)

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

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

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

All the documents should be uploaded on the PDF format.

Technical bid has been divided into two categories:

Mandatory clauses as Annexure A1 and Informative clauses as Annexure A2

(Annexure A1 and A2 to be filled and uploaded with Signature and Seal of bidders)

Note : All technical documents and other supporting documents to be upload in SRM portal - **Rfx** information **C-** folder technical attachments

Annexure A1 :-

Sl no	Particulars	To be filled and documents to be uploaded in PDF format wherever required.
1	The bidder should be registered with Directorate General of shipping, Mumbai as a Multi Model Transport operator.	Pls. upload self-attested photocopy of the certificate which is in force (upload the document in the portal with file name has "DGS certificate")
2	<p>The bidder shall have past experience with organization of repute in transporting Heavy engineering goods viz. Engines, Axles transmissions, propulsions, plates, tubes etc. through sea from various countries to India in support of this the following certificate to be provided.</p> <p>The bidder must submit experience of having successfully executed "International Ocean freight contract "in the last 3 years last 2 years (ending last day of the month previous to the one in which the tender is floated) as under</p> <ol style="list-style-type: none"> 1. Three contract of value values not less than Rs 120 Lakhs each or equivalent <li style="text-align: center;">or 2. Two contract value not less than Rs 150 Lakhs each <li style="text-align: center;">or 3. One contract value not less than Rs 240 Lakhs) <p>Bidder must provide contact details as well as email id of customer for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.</p>	<ol style="list-style-type: none"> 1. Contract copy indicating the value. 2. Satisfactory performance of executing the above contract. <p>Contract copy / satisfactory performance for the corresponding period to be enclosed from customers must or supporting documents. be attached as per Format Appendix A and upload the same duly signed and seal by the bidder.</p>
3	<p>Average Annual Turnover: The Bidder must have an average annual turnover of the company not less than Rs. 90 Lakhs for the last three years. (CA certificate with UDIN no / Audited P&L account to be submitted / uploaded) (i.e. for year 2018-19, 2019-20 and 2020-21), incase final audit of FY 2020-21is not completed, last year may be considered as FY 2017-18, Fy 2018-19, Fy 2019- 20.</p> <p>Example: Turnover (Rs Crores) 2019- 20 A: 2020- 21 B: 2021 – 22 C : (A+B+C)/3 > or = Rs. 90 Lakhs</p>	<p>As per Format Appendix B to be upload.</p> <p>Figures should be indicated year wise as appearing in Audited financial statements.</p> <p>In case Fy 2021-22 accounts not finalized provisional figures of balance sheet and profit and loss account will have to be self-attested and uploaded on SRM portal</p> <p>Copies of CA certificate or copy of balance sheet indicating details of</p>

turn over for each FY to be uploaded.

Note: If the Bidder/s is not complying with the mandatory clauses then their offer will be summarily rejected.

Annexure A2 Informative Clauses:

Sl no	Particulars	To be filled and documents to be uploaded in PDF format wherever required.
1	Name of bidder along with complete Registered office address and contact nos with email ID	As per format refer Appendix C and to be uploaded in SRM with file named as Appendix C.
2	Name and contact details of the correspondence office / persons	As per format refer Appendix D and to be uploaded in SRM with file named as Appendix D.
3	Do you have Godown space within the Harbor / Premises if yes give details Location of Godown a) Storage space open area (un-covered) b) Storage space covered area Total Storage space available	As per format refer Appendix E and to be uploaded in SRM with file named as Appendix E.
4	GST Registration number and details to be furnished.	Self-attested true copy to be uploaded in SRM with file name "GST certificate"
5	Documentary proof of registration (DPR) with the respective ports authorities / other statutory authorities like Chennai Port, ICD, Bangalore	Self-attested true copy to be uploaded in SRM with file name "DPR 1" DPR 2 etc
6	Income Tax PAN Number (Please furnish a copy of PAN card):	Self-attested true copy to be uploaded in SRM with file named as "PAN Card".
7	Furnish copies of Constitution of Company i.e. (Proprietor/ Partnership / Pvt. Ltd./ Limited/ Other)	Please indicate nature of organization details.....and also upload self-attested copy of Certificate of Incorporation / Registered Partnership Deed / proprietor certificate issued by Govt. Authority.
8	Latest annual Income Tax returns filed and duly acknowledged by the IT department.	Upload self-attested copy of Income Tax returns Filed
9	Should a bidder or in the case of a firm or company of bidder's one or more of its partners shareholders/ directors have a relation or relations employed in BEML, the authority inviting tender shall be informed of the fact along with the offer, failing this, BEML reserves the right to cancel the contract and forfeit the EMD / encash Performance Bank Guarantee forthwith	If relation or relations employed in BEML. Please declare with complete details and upload. If nothing is declared then it will be presumed that there is no relation / relations employed in BEML.
10	In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the letter head and upload.	If any litigations, arbitration cases between themselves and BEML Ltd, then please declare with complete details and upload. If nothing is declared then it will be presumed that there is no litigations, arbitration cases. If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract and forfeit the EMD / Performance Bank Guarantee forthwith.
11	Details of Load port agent	To be provided if available.
12	The bidder should not have been banned / suspended for business dealing by BEML / Government of India / any undertaking of Government of India / Exim Bank	A self-certification should be submitted by the bidder indicating compliances

	and nor should be associated with party who have been banned for business dealing by BEML / Government of India / any undertaking of Government of India / EXIM bank as on date of publication of NIT	
13	The bidder should not have been referred to BIFR and interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceeding against the bidder.	A self-certification should be submitted by the bidder indicating compliances
14	Submission of undertakings	Annexure E – Integrity Pact Annexure F – General Declaration Certificate Annexure G - Under taking letter Annexure H – Compliance Certificate Annexure I – Authorization letter Annexure J – Tax Indemnity clause declaration.

(Signature of the Bidder)

Name :

Designation:

Place:

Date:

Seal / Digitally signed.

Exhibit A1
APPROXIMATE VOLUME OF BUSINESS FOR ONE YEAR

Sl. No.	Type of Cargo	Unit	Total Approx Quantity for 1 Year
LOT-1 (Sea Freight from Australia to Chennai Port)			
1	20 Ft CLOSED CONTAINER (FOB basis)	Container	2
2	40 Ft CLOSED CONTAINER(FOB basis)	Container	2
3	LCL Cargo (FOB basis)	CBM/MT	1
4	20 Ft Container Dangerous Cargo (FOB basis)	Container	10
5	40 Ft Container Dangerous Cargo (FOB basis)	Container	5
LOT-2 (Sea Freight from CANADA to Chennai Port)			
6	LCL Cargo (FOB basis)	CBM/MT	0.3
LOT-3 (Sea Freight from CHINA to Chennai Port)			
7	20 Ft CLOSED CONTAINER (FOB basis)	Container	12
8	40 Ft CLOSED CONTAINER(FOB basis)	Container	1
9	LCL Cargo (FOB basis)	CBM/MT	56
10	Ex works charges alone for LCL	CBM/MT	0.42
11	20 FT Open Top Over Gauge (FOB basis)	Container	1
12	40 FT Open Top Over Gauge (FOB basis)	Container	1
LOT-4 (Sea Freight from FRANCE to Chennai Port)			
13	20 Ft CLOSED CONTAINER (FOB basis)	Container	3
14	40 Ft CLOSED CONTAINER(FOB basis)	Container	3
15	LCL Cargo (FOB basis)	CBM/MT	17.36
16	20 Ft OPEN TOP (FOB basis)	Container	3
17	40 Ft OPEN TOP (FOB basis)	Container	3
18	20 FT Open Top Over Gauge (FOB basis)	Container	3
19	40 FT Open Top Over Gauge (FOB basis)	Container	3
20	Exworks charges alone for LCL	CBM/MT	1
LOT-5 (Sea Freight from FINLAND to Chennai Port)			
21	20 Ft CLOSED CONTAINER (FOB basis)	Container	1
22	40 Ft CLOSED CONTAINER(FOB basis)	Container	1
23	LCL Cargo (FOB basis)	CBM/MT	1
24	Ex works charges alone for LCL	CBM/MT	1
25	Ex works charges alone for 20 Ft GP (Full Container Load)	Container	1
26	Ex works charges alone for 40Ft GP (Full Container Load)	Container	1
LOT-6 (Sea Freight from GERMANY to Chennai Port)			
27	20 Ft CLOSED CONTAINER (FOB basis)	Container	10
28	40 Ft CLOSED CONTAINER(FOB basis)	Container	75
29	LCL Cargo (FOB basis)	CBM/MT	20
30	BREAK-BULK Cargo (FOB basis)	CBM/MT	250
31	20 Ft Flat Rack Container (FOB basis)	Container	1
32	40 Ft Flat Rack Container (FOB basis)	Container	1
33	20 Ft Flat Rack Container Out Gauge (FOB basis)	Container	1
34	40 Ft Flat Rack Container Out Gauge (FOB basis)	Container	1
35	RORO Vessel (FOB basis)	CBM/MT	250
36	Exworks charges alone for LCL	CBM/MT	15
37	Exworks charges alone for 20 Ft GP (Full Container Load)	Container	2
38	Exworks charges alone for 40Ft GP (Full Container Load)	Container	2
39	FCA Port Charges alone for LCL	CBM/MT	7
LOT-7 (Sea Freight from ITALY to Chennai Port)			
40	20 Ft CLOSED CONTAINER (FOB basis)	Container	10
41	40 Ft CLOSED CONTAINER(FOB basis)	Container	4
42	LCL Cargo (FOB basis)	CBM/MT	50

43	20 Ft Flat Rack Container (FOB basis)	Container	1
44	40 Ft Flat Rack Container (FOB basis)	Container	1
45	Exworks charges alone for LCL	CBM/MT	20
46	Exworks charges alone for 20 Ft GP (Full Container Load)	Container	1
47	Exworks charges alone for 40Ft GP (Full Container Load)	Container	1
48	FCA Port Charges alone for LCL	CBM/MT	10
LOT-8 (Sea Freight from JAPAN to Chennai Port)			
49	20 Ft CLOSED CONTAINER (FOB basis)	Container	4
50	40 Ft CLOSED CONTAINER(FOB basis)	Container	3
51	LCL Cargo (FOB basis)	CBM/MT	60
52	20 Ft OPEN TOP (FOB basis)	Container	1
53	40 Ft OPEN TOP (FOB basis)	Container	1
54	BREAK-BULK Cargo (FOB basis)	CBM/MT	150
55	20 FT Open Top Over Gauge (FOB basis)	Container	1
56	40 FT Open Top Over Gauge (FOB basis)	Container	1
LOT-9 (Sea Freight from RUSSIA to Chennai Port)			
57	20 Ft CLOSED CONTAINER (FOB basis)	Container	2
58	40 Ft CLOSED CONTAINER(FOB basis)	Container	2
59	LCL Cargo (FOB basis)	CBM/MT	2
60	20 Ft OPEN TOP (FOB basis)	Container	2
61	40 Ft OPEN TOP (FOB basis)	Container	2
LOT-10 (Sea Freight from SINGAPORE to Chennai Port)			
62	20 Ft CLOSED CONTAINER (FOB basis)	Container	1
63	40 Ft CLOSED CONTAINER(FOB basis)	Container	1
64	LCL Cargo (FOB basis)	CBM/MT	65
LOT-11 (Sea Freight from SOUTH KOREA to Chennai Port)			
65	20 Ft CLOSED CONTAINER (FOB basis)	Container	5
66	40 Ft CLOSED CONTAINER(FOB basis)	Container	16
67	LCL Cargo (FOB basis)	CBM/MT	60
68	20 Ft OPEN TOP (FOB basis)	Container	2
69	40 Ft OPEN TOP (FOB basis)	Container	2
70	BREAK-BULK Cargo (FOB basis)	CBM/MT	100
71	20 Ft Flat Rack Container (FOB basis)	Container	5
72	40 Ft Flat Rack Container (FOB basis)	Container	5
73	Exworks charges alone for LCL	CBM/MT	2
LOT-12 (Sea Freight from SPAIN to Chennai Port)			
74	20 Ft CLOSED CONTAINER (FOB basis)	Container	1
75	40 Ft CLOSED CONTAINER(FOB basis)	Container	1
76	LCL Cargo (FOB basis)	CBM/MT	1
77	20 Ft OPEN TOP (FOB basis)	Container	1
78	40 Ft OPEN TOP (FOB basis)	Container	1
LOT-13 (Sea Freight from SWEDEN to Chennai Port)			
79	20 Ft CLOSED CONTAINER (FOB basis)	Container	1
80	40 Ft CLOSED CONTAINER(FOB basis)	Container	1
81	LCL Cargo (FOB basis)	CBM/MT	1
LOT-14 (Sea Freight from TAIWAN to Chennai Port)			
82	20 Ft CLOSED CONTAINER (FOB basis)	Container	1
83	40 Ft CLOSED CONTAINER(FOB basis)	Container	1
84	LCL Cargo (FOB basis)	CBM/MT	2
LOT-15 (Sea Freight from USA to Chennai Port)			
85	20 Ft CLOSED CONTAINER (FOB basis)	Container	2
86	40 Ft CLOSED CONTAINER(FOB basis)	Container	2
87	LCL Cargo (FOB basis)	CBM/MT	50
88	20 Ft OPEN TOP (FOB basis)	Container	1

89	40 Ft OPEN TOP (FOB basis)	Container	1
90	20 Ft Flat Rack Container (FOB basis)	Container	1
91	40 Ft Flat Rack Container (FOB basis)	Container	1
92	20 FT Open Top Over Gauge (FOB basis)	Container	1
93	40 FT Open Top Over Gauge (FOB basis)	Container	1
94	Exworks charges alone for LCL	CBM/MT	5
95	Exworks charges alone for 20 Ft GP (Full Container Load)	Container	1
96	Exworks charges alone for 40Ft GP (Full Container Load)	Container	1
LOT-16 (Sea Freight from DUBAI to Chennai Port)			
97	20 Ft CLOSED CONTAINER (FOB basis)	Container	1
98	40 Ft CLOSED CONTAINER(FOB basis)	Container	1
99	LCL Cargo (FOB basis)	CBM/MT	3
100	Exworks charges alone for LCL	CBM/MT	1
LOT-17 (Sea Freight from UK to Chennai Port)			
101	20 Ft CLOSED CONTAINER (FOB basis)	Container	10
102	40 Ft CLOSED CONTAINER(FOB basis)	Container	20
103	LCL Cargo (FOB basis)	CBM/MT	40
104	20 Ft OPEN TOP (FOB basis)	Container	2
105	40 Ft OPEN TOP (FOB basis)	Container	2
106	Exworks charges alone for LCL	CBM/MT	20
107	Exworks charges alone for 20 Ft GP (Full Container Load)	Container	3
108	Exworks charges alone for 40Ft GP (Full Container Load)	Container	3
LOT- 18 (Sea Freight from Slovakia to Chennai Port)			
109	20 Ft CLOSED CONTAINER (FOB basis)	Container	1
110	40 Ft CLOSED CONTAINER(FOB basis)	Container	1
111	LCL Cargo (FOB basis)	CBM/MT	1
112	Exworks charges alone for LCL	CBM/MT	1
LOT-19 (Sea Freight from South Africa to Chennai Port)			
113	20 Ft CLOSED CONTAINER (FOB basis)	Container	5
114	40 Ft CLOSED CONTAINER(FOB basis)	Container	1
115	LCL Cargo (FOB basis)	CBM/MT	3
116	Exworks charges alone for LCL	CBM/MT	1
117	Exworks charges alone for 20 Ft GP (Full Container Load)	Container	1
118	Exworks charges alone for 40Ft GP (Full Container Load)	Container	1
LOT- 20 Sea Freight from Czech Republic (FCA KOPRIVNICE to Chennai Port)			
119	20 Ft CLOSED CONTAINER (FCA KOPRIVNICE to Chennai Port)	Container	40
120	40 Ft CLOSED CONTAINER(FCA KOPRIVNICE to Chennai Port)	Container	300
121	LCL Cargo (FCA KOPRIVNICE to Chennai Port)	CBM/MT	50
122	BREAK-BULK Cargo (FCA KOPRIVNICE to Chennai Port)	Container	500
123	20 Ft Flat Rack Container (FCA KOPRIVNICE to Chennai Port)	Container	2
124	40 Ft Flat Rack Container (FCA KOPRIVNICE to Chennai Port)	Container	2
125	20 Ft Flat Rack Container Out Gauge (FCA KOPRIVNICE to Chennai Port)	Container	2
126	40 Ft Flat Rack Container Out Gauge (FCA KOPRIVNICE to Chennai Port)	Container	2
127	RORO Vessel (FCA KOPRIVNICE to Chennai Port)	CBM/MT	500
LOT- 21 (Sea Freight from SLOVENIA to Chennai Port)			
128	20 Ft CLOSED CONTAINER (FOB basis)	Container	1
129	40 Ft CLOSED CONTAINER(FOB basis)	Container	1
130	LCL Cargo (FOB basis)	CBM/MT	1
LOT-22 (Sea Freight from POLLAND to Chennai Port)			
131	20 Ft CLOSED CONTAINER (FOB basis)	Container	10
132	40 Ft CLOSED CONTAINER(FOB basis)	Container	10
133	LCL Cargo (FOB basis)	CBM/MT	10
134	20 Ft OPEN TOP (FOB basis)	Container	2

135	40 Ft OPEN TOP (FOB basis)	Container	5
LOT-23 (Sea Freight from Australia to ICD, Bangalore)			
136	20 Ft CLOSED CONTAINER (FOB basis)	Container	2
137	40 Ft CLOSED CONTAINER (FOB basis)	Container	2
138	LCL Cargo (FOB basis)	CBM/MT	1
139	20 Ft Container Dangerous Cargo (FOB basis)	Container	10
140	40 Ft Container Dangerous Cargo (FOB basis)	Container	5
LOT-24 (Sea Freight from BELGIUM to ICD, Bangalore)			
141	20 Ft CLOSED CONTAINER(FOB basis)	Container	1
142	40 Ft CLOSED CONTAINER(FOB basis)	Container	1
143	LCL Cargo (FOB basis)	CBM/MT	10
144	20 Ft Container Dangerous Cargo (FOB basis)	Container	4
145	40 Ft Container Dangerous Cargo (FOB basis)	Container	2
LOT-25 (Sea Freight from FRANCE to ICD, Bangalore)			
146	20 Ft CLOSED CONTAINER(FOB basis)	Container	2
147	40 Ft CLOSED CONTAINER(FOB basis)	Container	2
148	LCL Cargo (FOB basis)	CBM/MT	1
149	20 Ft Container Dangerous Cargo (FOB basis)	Container	1
150	40 Ft Container Dangerous Cargo (FOB basis)	Container	1
LOT-26 (Sea Freight from GERMANY to ICD, Bangalore)			
151	20 Ft CLOSED CONTAINER(FOB basis)	Container	10
152	40 Ft CLOSED CONTAINER(FOB basis)	Container	20
153	LCL Cargo (FOB basis)	CBM/MT	2
154	20 Ft Container Dangerous Cargo (FOB basis)	Container	2
155	40 Ft Container Dangerous Cargo (FOB basis)	Container	4
156	Exworks charges alone for LCL	CBM/MT	1
157	Exworks charges alone for 20 Ft GP (Full Container Load)	Container	1
158	Exworks charges alone for 40Ft GP (Full Container Load)	Container	1
LOT-27 (Sea Freight from JAPAN to ICD, Bangalore)			
159	20 Ft CLOSED CONTAINER(FOB basis)	Container	2
160	40 Ft CLOSED CONTAINER(FOB basis)	Container	2
161	LCL Cargo (FOB basis)	CBM/MT	1
162	20 Ft Container Dangerous Cargo (FOB basis)	Container	1
163	40 Ft Container Dangerous Cargo (FOB basis)	Container	1
164	Exworks charges alone for LCL	CBM/MT	1
LOT-28 (Sea Freight from SOUTH KOREA to ICD, Bangalore)			
165	20 Ft CLOSED CONTAINER(FOB basis)	Container	12
166	40 Ft CLOSED CONTAINER(FOB basis)	Container	60
167	LCL Cargo (FOB basis)	CBM/MT	40
168	20 Ft Container Dangerous Cargo (FOB basis)	Container	12
169	40 Ft Container Dangerous Cargo (FOB basis)	Container	4
170	Exworks charges alone for LCL	CBM/MT	1
LOT-29 (Sea Freight from USA to ICD, Bangalore)			
171	20 Ft CLOSED CONTAINER(FOB basis)	Container	10
172	40 Ft CLOSED CONTAINER(FOB basis)	Container	5
173	LCL Cargo (FOB basis)	CBM/MT	2
174	20 Ft Container Dangerous Cargo (FOB basis)	Container	1
175	40 Ft Container Dangerous Cargo (FOB basis)	Container	1
176	Exworks charges alone for LCL	CBM/MT	1
177	Exworks charges alone for 20 Ft GP (Full Container Load)	Container	1
178	Exworks charges alone for 40Ft GP	Container	1

	(Full Container Load)		
LOT-30 (Sea Freight from UK to ICD, Bangalore)			
179	20 Ft CLOSED CONTAINER(FOB basis)	Container	6
180	40 Ft CLOSED CONTAINER(FOB basis)	Container	30
181	LCL Cargo (FOB basis)	CBM/MT	2
182	20 Ft Container Dangerous Cargo (FOB basis)	Container	1
183	40 Ft Container Dangerous Cargo (FOB basis)	Container	1
184	Exworks charges alone for LCL	CBM/MT	1
185	Exworks charges alone for 20 Ft GP (Full Container Load)	Container	1
186	Exworks charges alone for 40Ft GP (Full Container Load)	Container	1
LOT-31 (Sea Freight from AUSTRIA to ICD, Bangalore)			
187	20 Ft CLOSED CONTAINER(FOB basis)	Container	2
188	40 Ft CLOSED CONTAINER(FOB basis)	Container	2
189	LCL Cargo (FOB basis)	CBM/MT	1
LOT-32 (Sea Freight from CHINA to ICD, Bangalore)			
190	20 Ft CLOSED CONTAINER(FOB basis)	Container	5
191	40 Ft CLOSED CONTAINER(FOB basis)	Container	20
192	LCL Cargo (FOB basis)	CBM/MT	5
193	Exworks charges alone for LCL	CBM/MT	1
194	Exworks charges alone for 20 Ft GP (Full Container Load)	Container	4
195	Exworks charges alone for 40Ft GP (Full Container Load)	Container	20
LOT-33 (Sea Freight from FINLAND to ICD, Bangalore)			
196	20 Ft CLOSED CONTAINER(FOB basis)	Container	2
197	40 Ft CLOSED CONTAINER(FOB basis)	Container	2
198	LCL Cargo (FOB basis)	CBM/MT	1
199	Exworks charges alone for LCL	CBM/MT	1
200	Exworks charges alone for 20 Ft GP (Full Container Load)	Container	1
201	Exworks charges alone for 40Ft GP (Full Container Load)	Container	1
LOT-34 (Sea Freight from DUBAI to ICD, Bangalore)			
202	20 Ft CLOSED CONTAINER(FOB basis)	Container	2
203	40 Ft CLOSED CONTAINER(FOB basis)	Container	2
204	LCL Cargo (FOB basis)	CBM/MT	1
205	Exworks charges alone for LCL	CBM/MT	1
LOT-35 (Sea Freight from Polland to ICD, Bangalore)			
206	20 Ft CLOSED CONTAINER(FOB basis)	Container	2
207	40 Ft CLOSED CONTAINER(FOB basis)	Container	2
208	LCL Cargo (FOB basis)	CBM/MT	1
209	Ex works charges alone for LCL	CBM/MT	1

Exhibit A2

PORTS AND EX WORKS LOCATIONS

Sl.	Country	Country wise Ports	Suppliers Locations (with ZIP Code) for Ex-works for LCL	Suppliers Locations (with ZIP Code) for Exworks for 20 Ft GP(Full Container Load)	Suppliers Locations(with ZIP Code) for Exworks for 40Ft GP(Full Container Load)	Suppliers Locations(with ZIP Code) for FCA Port for LCL
1	Australia	Sydney				
2	Belgium	Antwerp Zeebrugge				
3	Canada	Toronto, ON				
4	China	1. Qingdao 2.Shanghai 3.Xiamen	1) Xiamen, 361012. 2) Jiangsu 215009 unit 3) 2,Brampton, Ontario 17a IC3,20, Regan road, Brampton, L7A IC3,20,	1. Xiamen,361012 2.No.65, Huoju Road, Suzhou Dist. Suzhou 215011		1. Shandong - 261205 2. Jiangsu - 226503
5	France	Le Havre				Jean Monnet - 57380
6	Finland	Helsinki	Nordic Light A division of M/s.Herrmans OY AS PB:36, Jakobstad, Finland	Nordic Light A division of M/s.Herrmans OY AS PB:36, Jakobstad, Finland	Nordic Light A division of M/s.Herrmans OY AS PB:36, Jakobstad, Finland	
7	Germany	Bremerhaven Hamburg	Schonau - 79677	ZF Sachs Slovakia A-S Strojarenska-2, SK 917 02 Trnava , Port of Loading Hamberg		1) Lohmar - 53797 2) 94034 Passau, Tittlinger Strasse 28,Germany
8	Czech Republic	Bremerhaven Hamburg	Tatra trucks A.S., Koprivnice, czech republic			
9	Italy	Genoa	1) Copparo(FE). modena 2) M/s.Dana Italia SPA-spicer Italcradano Division ,via Torino,10 13044- Crescentino(VC) Italy 3) Lord corporation, Italy 4) Genoa EC 5) Crescentina 6) 10-13044- Crescentino (VC),via Torino,Italy	M/s.Dana Italia spa spicer Italcradano Division ,via Torino,10 13044- Crescentino(VC) Italy 2) Lord corporation, Italy 3) Genoa EC 4) Lippo,DI Calderara DI Reno,Bologna Italy,via.Giovanni XX111,7/A,40012	1) M/s.Dana Italia SPA spicer Italcradano Division ,via Torino,10 13044- Crescentino(VC) Italy 2) Lord corporation, Italy	1. Rivoli - 10098 2. Copparo(FE). Modena 3. M/s.Dana Italia SPAspicer Italcradano Division ,via Torino,10 13044- Crescentino(VC) Italy
10	Japan	1.Kobe 2.Nagoya 3.Osaka 4.Tokyo 5.Yokohama	1) Tokyo - 1040032 2) Kobe 3) Osaka 4) 9-4, 2-Chrome, Higashitenma,"Kitaku , Osaka","Chiyoda Building, Higashikan", Japan	Japan Power Brakes 2453-9 II, Yama Atsugi- Shi, Kanagawa-ken Japan 243-0213 Port of Loading - Yokohama		1. Osaka 2. Tokyo - 1040032 3. Osaka - 5310076 4. Yokohama, 221-0844
12	Russia	St. Petersburg				

13	Singapore	Singapore	Bukit Avenue- 417938 Singapore			
14	S Korea	Pohang Pusan (Busan)	JH Co. Korea Ads Rail Suncore Korea DMS KOREA			
15	Spain	1. Barcelona 2. Bilbao				
16	Sweden	1. Gothenburg 2. Helsingborg				
17	Taiwan	1. Kaohsiung 2. Keelung 3. Taichung				
18	USA	1. Baltimore, MD 2. Charleston, SC 3. Los Angeles 4. Houston 5. New Orleans, LA 6. Santiago 7. New York, NY 8. Norfolk 9. Savannah .Ga	1) Oklahoma - 74119 2). Salisbury - SP11 QZ 3). Northants, 1735082 4). M/s.Parker Hannifin export Division ,Parker service Centre ,7100 Winstead DB, Loues ville KY 40258, US, 5). M/s.Husco Intl,USA ZIP Code Waukesha WI, 53288-0873 6). GE Transportation,Parts LLC, Erie pa Zip Code 16531 7)The Timken corporation, Canton OH 44706 8)M/s.Hypac, Tulsa ok zip code 74119, 9) M/s.Carlisle Industrial Brakel & Friction , Bloomington IN 47401-6597, 10) New York 11) Long Beach 12) Los Angeles 13) chicago 14) Tulsa,Oklahoma 15) Bloomington 16) Newyork 10604,"No. 2, Gannett Drive, White Plains,USA	1)M/s.Parker Hannifin export Division ,Parker service Centre ,7100 Winstead DB, Loues ville KY 40258, US, 2) M/s.Husco Intl,USA ZIP Code Waukesha WI, 53288-0873 3)GE Transportation,Parts LLC, Erie pa Zip code 16531 4)The Timken corporation, Canton OH 44706 5)M/s.Hypac, Tulsa OK Zip code 74119 6) M/s.Carlis Industrial Brakel & Friction , Bloomington IN 47401-6597, 7) The Timken Corporation , 1835,Dueber avenue SW,43055 Port of Loading New York	1)M/s.PARKER Hannifin export Division ,Parker service Centre ,7100 Winstead DB, Loues ville KY 40258, US,2) M/s.Husco Intl,USA ZIP Code Waukesha WI, 53288-0873 3)GE Transportation,Parts LLC, Erie pa Zip Code 16531 4)The Timken corporation, Canton OH 44706 5)M/s.Hypac, Tulsa OK zip code 74119, 6)M/s.Carlisle Industrial Brakel & Friction , Bloomington IN 47401-6597, 7) The Timken Corporation , 1835,Dueber avenue SW,43055 Port of Loading New York	1) New Jersey 07981, 2) M/s.Parker Hannifin export Division ,Parker service Centre ,7100 Winstead DB, Loues ville KY 40258, US
19	Dubai	Jabel ali	Jabel ali			Sharjah – 48513
20	UK	1.Felixstowe 2.Southampton 3.Thames port	1) M/s Abesco (DG Cargo), Laurencekirk Buisness Park, Laurencekirk, AB30 1EY, Scotland, UK 2)Red Dot Europe Ltd, One Goddard Road, White House Industrial estate , Ipswich Suffolk ,IP1 5NP UK 3) Newcastle upon Tyne, England	1) M/s Abesco (DG Cargo), Laurencekirk Buisness Park, Laurencekirk, AB30 1EY, Scotland, UK 2)Red Dot Europe Ltd,One Goddard Road, White House Industrial Estate , Ipswich Suffolk ,IP1 5NP UK	1) M/s Abesco (DG Cargo), Laurencekirk Buisness Park, Laurencekirk, AB30 1EY, Scotland, UK 2)Red Dot Europe Ltd, One Goddard Road, White House Industrial Estate , Ipswich Suffolk ,IP1 5NP UK	

			(nearest port - Thamesport - London) 4) White House Industrial Estate, Ips wich, Suffolk, IP1 5NP, One Goddard Road, Suffolk IP1 5NP			
21	Slovakia	Bratislava Port	M/s ZF Sach Slovakia a.s., Strojarenska 2, 91702 Trnava, Slovakia	M/s ZF Sach Slovakia a.s.	Strojarenska 2	91702 Trnava
22	South Africa	Durban	M/s Bird Machines, PO BOX 267, Nelspruit 1200 South Africa	M/s Bird Machines	PO Box 267	Nelspruit 1200 South Africa
23	Polland	Gdansk / Gdynia	M/s Bumar, Gliwice works, Polland			

Exhibit – A3

UN NUMBER DETAILS FOR DG CARGO

SI No.	Dangerous Cargo	UN Number
1	HVAC SYSTEM FOR DRIVERS CAB	2857
2	HVAC SYSTEM FOR PASSENGERS COMPARTMENT	2857
2a	Refrigerant (R 134A)	3159
3	BATTERY,	2795
4	ADHESIVES, CLEANING AGENTS & PUTTY	
A	Adhesive Bond D-5250NF SP :	1133
B	Anti-spatter EW 300	1993
C	HYSC 2200	1993
D	Safe Clean Z	1760
E	Safe Clean ZF	1760
F	Solvent Yusol TF	3295
G	SR 600	2922
H	YY 900	1263
I	Hana Putty	1263
5	SEVEN RESIN ETC. etc	1325
6	Adhesive 3 Bond	1133
7	Joint Sealer	3082
8	Anti Drumming Paint	1263

Annexure E

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

INTEGRITY PACT

Between

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

And

.....**hereinafter referred to as “The Bidder/Contractor”**

Preamble

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

.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

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

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

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

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

Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Annexure E-1**.

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

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project

documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

Section 10 – Other provisions

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

Annexure E-1

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

(For & On behalf of Bidder/Contractor)

ANNEXURE F

GENERAL DECLARATION CERTIFICATE

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

To,
The Asst. General Manager (CMIM)
Corporate Materials
BEML Ltd.,
23/1,4th Main,
S.R. Nagar, Bangalore -27

Dear Sir,

Sub: Declaration by the authorized signatory

Ref: Tender Ref No: [•]

I/ We , [•] hereby certify that all the information and data furnished with regard to this Tender Ref. No. [•] are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of Specification.

I/We hereby certify that all the documents submitted by us in support of the possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by BEML.

I / We hereby further confirm that no tampering has been done with the documents submitted in support of our qualification as a bidder. I understand that at any stage (during the bidding process or while executing the awarded works) if it is found that fake/false/ forged bid qualifying / supporting documents/certificates were submitted, it would lead to summarily rejection of our bid/termination of contract. BEML shall be at liberty to initiate other appropriate actions as per the terms of the bid / Contract or other extant policies of BEML.

I/We do hereby declare that there is no case with Police / Court / Regulatory authorities against the proprietor / Firms / Partners regarding disciplinary proceeding or any criminal activities . And / Or not sentenced for such activities . Also , I / We have not been suspended or been blacklisted by BEML or any other Govt. Ministry / Department / PSU / Court. We also certify that either or firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

(Signature of authorized signatory of the tenderer)

Name :

Designation :

Place

Date:

Seal / Digitally signed.

Signature & seal of the bidder

Annexure G
(undertaking letter)

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

To,
The Asst. General Manager (CMIM)
Corporate Materials
BEML Ltd.,
23/1,4th Main,
S.R. Nagar, Bangalore – 27

Sub:- Undertaking with respect to **Bid Invitation Number** [•]

Dear Sir,

I / We hereby confirm that we have not changed/ modified/materially altered any of the RFQ documents as downloaded from the website/ issued by BEML and in case of such observance at any stage, it shall be treated as null and void.

I / We also hereby confirm that we have neither set any terms and conditions and nor have we taken any deviation from the RFQ conditions together with other references applicable for the above-referred RFQ.

I / We further confirm our unqualified acceptance to all Terms and Conditions and unqualified compliance to RFQ Conditions.

I / We confirm to have submitted our offer in accordance with RFQ instructions and as per aforesaid references.

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 10 Lakhs** as Performance Bank Guarantee within maximum period of 15 days after award of the empanelment (i.e. from the date of Letter of Intent/ Acceptance by BEML)

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions along with its **Corrigenda, addenda, Amendments, Clarifications etc if any to Tender** and accept the same in to-to. **For having agreed for all the terms and conditions of tender, Bidder is providing undertaking duly signed with seal.**

(Signature of authorized signatory of the tenderer)

Name :

Designation :

Place

Date:

Seal / Digitally signed.

Signature & seal of the bidder

Annexure H
Compliance certificate

Regarding bidders sharing land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.
- II. “ Bidder “ (including the term ‘ tenderer ‘ , consultant ‘ or service provider ‘ in certain contexts) means any person or firm or company , including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the descriptions of bidders stated here in before , including any agency branch or office controlled by such person , participating in a process.
- III. “Bidder from a country which shares a land border with India “ for the purpose of this order means :-
 - a. An entity incorporated , established or registered in such country ;or
 - b. A subsidiary of an entity incorporated, established or registered in such a country ;or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country ; or
 - d. An entity whose beneficial owner is situated in such a country ; or
 - e. An Indian (or other) agent of such an entity ; or
 - f. A natural person who is a citizen of such a country ; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under :
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) , who , whether acting alone or together , or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a. “ Controlling ownership interest “ means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company
 - b. “ Control “ shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement s or voting agreements;
 2. In case of a partnership firm , the beneficial owner is the natural person(s) who , whether acting alone or together , or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together , or through one or more juridical person , has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust , the identification of beneficial owner(s) shall include identification of the author of the trust , the trustee , the beneficiaries with fifteen percent or more interest in the trust an any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

I/we have read the clause regarding above terms and conditions regarding restrictions on procurement whether goods, services (including consultancy service and non consultancy services) or works (including turn key projects)

I / We M/s are not from a country which shares land border with India and as per the above terms and conditions are eligible to participate in this tender.

Or

I / We M/s are from a country which shares land border with India and as per the above terms and conditions ,we are registered with Competent authority with Registration noare eligible to participate in this tender.

(Signature of authorized signatory of the tenderer)

Name :

Designation :

Place

Date:

Seal / Digitally signed.

Signature & seal of the bidder

Annexure I
Authorization letter
(To be printed by Bidder on Company's letter Head)

Ref :

Date:

To,
The Dy. General Manager (CMIM)
Corporate Materials
BEML Ltd.,
23/1,4th Main,
S.R. Nagar, Bangalore – 27

Dear Sir,

Know all men by these presents, that I/We -----(name of the firm/consortium members and address of registered office) do hereby make, nominate, constitute and appoint Mr [•], whose signature given below herewith to be true and lawful Attorney of M/s [•] hereinafter called 'Company', for submitting bid/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s BEML Limited, BEML Soudha, 23/1,4th Main, S.R.Nagar, Bengaluru, 560027 in connection with [•] vide Tender Ref No. [•] dated [•].

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as maybe lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

In witness where of the common seal of the company has been here unto affixed in the manner hereinafter appearing on the document.

(Signature of authorized signatory of the tenderer)

Name :

Designation :

Place

Date:

Seal / Digitally signed.

Signature & seal of the bidder

Note : This letter of authority should be on the letter head of the bidder and should be signed by a person competent and having the powers of attorney to bind the tenderer.

Annexure J
TAX INDEMNITY CLAUSE DECLARATION

GST Terms & Conditions

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that "the liability of payment of GST amounting to Rs is on the Recipient of Service" in the invoice raised on BEML.
9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months' interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above

clauses.

13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.

14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

*I hereby acknowledge that I have read and understood the terms and conditions as provided
GST- General terms and conditions of sale' as available at general terms and I agree to all of the
terms.*

Signature & seal of the bidder
Seal / Digitally signed.

Appendix A

Experience of the Service provider for similar movements

List of reference works ()

(To be typed in the letterhead of the bidder)

SN	Project/ Description of work	Customer name, contact address, Ph.no., email	Work order ref.	Work Order date	Value of Order (in Lakhs)	Brief of work	Completion date
1							
2							
..							

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment

Note: Uploaded the above individual documents with file name Appendix A1, Appendix A2....etc

Place & date

Signature & seal of the bidder

Appendix B

Financial Capacity of the Bidders

The Bidder shall provide an Auditor's Certificate specifying the average annual turnover of the Applicant / Bidder as per the format below.

Average Annual Turnover of the bidder

Sl. No.	Financial Year	Annual Turnover
1	2019-18	
2	2020-21	
3	2021-22	
3 years average		
Certificate from Statutory Auditors/ Chartered Accountant with UDIN no		
This is to certify that -----(name of the bidder), annual turnover shown above against the respective years is correct as by the accounts of the bidder		
Signature		
Seal of the firm		
Place		
Date		

Appendix C

Details of the bidder along with complete address and contact nos. of the registered office / Head office

Name of the Bidder	
Address of the registered office / Head office	
Contact person name	
Phone number	
Email address	

Yours sincerely,

Signature & Seal / Digitally signed.

Appendix D

Name and contact details of the management authorized persons for day to day operation.
Any change, the service provider shall intimate the same.

Furnish minimum 2 person details

First person

Contact person name	
Designation	
Email address	
Phone number	
Official address	

Second person

Contact person name	
Designation	
Email address	
Phone number	
Official address	

Yours sincerely,

Place & date

Signature & Seal / Digitally signed.

Appendix E

Details of warehouse space within the harbor premises, if yes then provide

Storage Space open area (uncovered)	
Storage space covered area	
Total storage space available	

Yours sincerely,

Place & date

Signature & Seal / Digitally signed.

22 Annexure L
FORMAT OF PERFORMANCE BANK GUARANTEE FOR SERVICE CONTRACT

Note:

1. This guarantee shall be furnished by Scheduled Commercial Banks authorised by RBI to issue a Bank Guarantee.
2. This bank guarantee shall be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 100. /-)
3. The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.

Bank Guarantee No.....

Dated

Amount

Valid upto

Claim upto

The General Manager (.....)

BEML Limited

.....

.....

The Dy. General Manager (...)

BEML Limited

.....

.....

.....

M/s(Name of the Service Contractor) having their office atand its Registered office at(hereinafter called the Contractor) has entered into an agreement No:..... (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned Shipping of consignments from various countries on the terms and conditions in the said agreement.

In terms of the said agreement the Service Provider 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 Service Provider of any of the terms or conditions contained in the said agreement.

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

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor's failure to perform the said agreement. Any such demand made on the Bank by the company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto xx/xx/xxxx (date) or the extended period if any. However, our liability under this Guarantee shall be restricted to an amount 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 6 months from after contract period from xx/xx/xxxx (date) to xx/xx/xxxx (date) or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before xx/xx/xxxx (date) or the extended period.

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

Date:

Place:

23 ABBREVIATION USED IN THIS TENDER

B/L	Bill of Lading
BAF	Bunker adjustment factor
BG	Bank Guarantee
CAF	Currency adjustment factor
CHA	Custom House Agent
CBM	Cubic metre
CUR	Currency
EMD	Earnest Money Deposit
FCA	Free Carrier Alongside
FCL	Full container Load
FOB	Free On Board
GST	Goods and services tax
ICD	Inland container Depot
IEM	Independent External Monitor
INCOTERMS	International commercial Terms
IP	Integrity Pact
IST	Indian standard time
Kg	Kilogram
LCL	Least container Load
LOA	letter of Acceptance
LOI	Letter of Intent
MSEs	Micro and Small Enterprises
MSME	Department of Micro, Small and Medium Enterprises
MT	Metric ton
NEFT	National electronic Fund Transfer
NIT	Notice Inviting Tender
ODC	Over dimension cargo
PBG	Performance Bank Guarantee
PL	Packing List
PO	Purchase order
RTGS	Real time Gross Settlement
RORO	Roll on Roll off
SAC	Service Account code
SBI	State Bank of India
SRM	Supplier Relationship management (BEML procurement portal)
USD	United States dollar