

Tender Document

Tender for Road Transport of MPBV 4X4 Equipment to following locations

SI No	Transportation Required Details	Aprx Distance Considered	Trailer Required
1	M/s BEML, Bangalore Complex to Defence Expo, Lucknow	1800 KMs	15.01.2020
2	Defence Expo, Lucknow to M/s Wabco, Chennai	1950 KM's	09.02.2020

MPBV 4X4 Equipment Dimensions Details

- a) Length : 6.6 Meter (21.65 Feet)
- b) Width : 2.75 Meter (9.1 Feet)
- c) Height : 3.290 Meter (10.80 Feet)
- d) Weight Of The Equipment : Aprx 13 TON

NOTE:

- a) VEHICLE SCHEMATIC DIAGRAM CONSIST OF CONSIGNMENT DETAILS
ENCLOSED FOR YOUR REFERENCE.

BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)

KGF COMPLEX, E.M. Division, BEML Nagar,

KOLAR GOLD FIELDS – 563 115

Phone: 08153 –263878, 279365, Fax : 08153 – 263274

TENDER NOTICE

Sub : TENDER FOR ROAD TRANSPORT OF 4X4 MBPV EQUIPMENT TO VARIOUS LOCATIONS

Tender Closing Date & Time: 13.01.2020 @ 14:00 hrs

Tenders are invited on SRM platform from reputed Transporters having experience with large undertakings, preferably with Govt. and Public Sector undertakings for transportation of Tender for Road Transport of MBPV Equipment from to various locations including Over Dimensional Consignments (ODCs)

Corrigendum, if any will be posted on BEML **SRM Platform** only before tender closing date & time.

Other terms and conditions are as per Qualifying criteria and the NIT as below.

DGM- Defence Purchase

EM Division, BEML Ltd,

KGF-563115

Contact No – 08153-279317/9297

TERMS & CONDITIONS

1. This tender is designated as the tender for Road Transport of MBPV Equipment to various locations including Over Dimensional Consignments (ODCs)
2. The tenderer is advised to carefully go through the terms & conditions of tender before submitting the tender.
3. All entries in the tender document shall be in English either typed or written legibly in black or blue ink only.
4. No other revised/ fresh offers will be considered after the due date
5. Offers sent by fax or e-mail shall be summarily rejected.
6. The tenderer shall quote the unit rates in **Rupees on SRM platform only**
7. **Submission of tender forms:**
 - 7.1 **Authorized signatory** For the tender shall be the person holding authorization letter from the company on behalf of the firm / company / bidder / concerned who is authorized/empowered to act on behalf for the specific purpose and same to be uploaded.
 - 7.2 Tenderer shall submit duly filled-in “**Vendor details & confirmation**”
 - 7.3 The tenderer should have own Branch / representative offices with telephone, internet facility at KGF. The representative should be able to issue his own GC Notes.
 - 7.3.1 If there is any breach of terms and conditions of the contract on part of the successful tenderer after award of contract.
8. **Performance Bank Guarantee:** The successful tenderer shall furnish a Performance Bank Guarantee (as per BEML proforma) for 10% of Contract value executed by any **Indian Public Sector Banks** after award of the contract to ensure satisfactory operation of the contract. The Performance Bank Guarantee should be valid for a period of three months beyond the expiry date of the contract.
 - 8.1 **Return of Performance Bank Guarantee:** The Performance Bank Guarantee will be returned to the successful tenderer after three months of the expiry of contract and upon there being no claim in full or part thereof on the transporter.
 - 8.2 **Encashment of Performance Bank Guarantee by BEML:**
 - i. The Performance Bank Guarantee will be en-cashed by BEML to the extent necessary if the performance is not satisfactory.
 - ii. After acceptance of the contract, if tenderer decides to withdraw any places opted during tendering
 - iii. If there is any breach of terms and conditions of the contract on part of the successful tenderer after award of contract

The decision of BEML will be final with regard to the encashment of Performance Bank Guarantee and the extent thereof.

9. Transporters shall ensure that Motor Vehicle Act 1989 (as amended upto date) is strictly followed as applicable. Vehicles must carry upto date fitness, road permit, insurance and related documents/ certificates.
10. Octroi and other levies, if any, in respect of destination stations shall be paid by the Transporter and claimed along with the freight charges duly supported by proper original receipts obtained from the authorities identifying the consignments. No other charges such as demurrage, retention/detention, loading / unloading, Hamali and storage charges etc., will be paid by BEML under any circumstances. While accepting consignment for transportation, the Transporters should ensure that necessary documents for check post are collected so that consignments are not detained enroute. If a consignment is detained enroute by check post authorities due to insufficient documentation or any reason and penalty such as, advance tax, compound tax, etc is imposed such payments will have to be borne by the Transporters and consignment to be released and delivered in time and any detention on this account the Transporter would be responsible.
11. **Price Bid Validity:** should be valid for 60 days (Sixty days) from the date of tender opening.

12. **FUEL PRICE VARIATION FORMULA:**

Following formula will be applied for admitting revision in contract rates in the event of any hike in High Speed Diesel (HSD) price beyond +/- 5% over HSD rates prevailing on the date of tendering.

The rate of **M/s. Indian Oil Corporation Limited, Bangalore** will be taken as the basis for increase/decrease in rates. If the price variation of the HSD is upto +/- 5%, no increase/decrease in freight charges will be considered. Any variation beyond 5% will be admitted to the extent beyond 5%.i.e. If the increase is 7%, then 7-5= 2% will be considered for price increase.

$$\text{Increase/ decrease in freight charge} = \frac{\text{Distance in Kms} \times \text{Increase/decrease in HSD Price per Liter}}{\text{Kms per Liter (Diesel Consumption)}}$$

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

- HSD rates prevailing on the closing **date of Tendering** will be taken as a base for finalizing the contract.
13. The successful tenderer/s (henceforth referred as Transporter) shall enter into a **Contract Agreement** on a Rs. 100/- stamp paper within **7days from the date of issue of acceptance letter** with BEML embodying the terms & conditions of this tender and other suitable condition as may be laid down by BEML. The agreement shall be valid for the contract period from the date of awarding contract. The draft agreement (as per BEML proforma) to be signed after finalization of the contract.

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

14. BEML reserves the right to short close the contract by giving 1 month advance notice, without assigning any reasons whatsoever.
15. It shall be the responsibility of the Transporter to ensure the safety and security of the consignment entrusted to him for carriage and to effect delivery to the designated consignee in the same sound condition in which it was handed over to him and within the prescribed time.
16. Goods loaded in the vehicles should be fully protected by covering it properly wherever required by the Transporter. The Transporter has to take necessary steps to prevent loss, damage or deterioration of the consignment while in his custody and he will be liable to make good any loss due to theft, pilferage or non-delivery as also any damage caused due to his failure. Any destruction / deterioration / loss / damage caused to the consignments entrusted to the Transporter for transportation, be it due to whatever reason, shall be made good by the Transporter to BEML.

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

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

17. Deployment of Vehicle

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

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

19. BEML reserves the right to use its own transport or the transport of other road transport contractors of its own choice and discretion during the tenure of the contract, whenever required, particularly when the Transporter is unable to quickly transport the consignments or when he fails to place the vehicles in time then BEML will have the right to transport the consignments through any other agency at the sole risk and cost of the Transporter. The excess freight thus incurred in this regard will be to the Transporter's account and the same will be recovered from the Transporter's outstanding bills/PBG on case to case basis.
20. Three copies of G.C. (Goods Consignment) Notes shall accompany the consignment.
21. Transshipment of the consignment in any form will not be permitted unless prior written permission is obtained from the shipping department to do so in case of breakdown/accident, sub-contracting of the transportation of the consignment is not permitted.
22. BEML cannot give any guarantee or indication regarding the extent of consignments / load that may have to be transported by the Transporter during the tenure of the transport contract.
23. The vehicles should be preferably GPS enabled to ensure continuous monitoring of movement of consignments.
24. The Transporter will arrange to inform BEML rep either by Phone / SMS /Fax or e-mail about & upon reaching the destination, failing which penalty will be levied at Rs.200/- per day for non receipt of messages and this amount will be deducted from transporters bill, in case LD is levied on BEML by our customer for delay in delivery arising out of non-communication.
25. Intimation of delivery of equipment at destination and acknowledgement has to be submitted to BEML K.G.F Complex within 7 days of delivery. Weekly report on progress of consignment movement while in transit to be submitted to BEML positively in writing.
26. Transporter has to submit report regarding any break down/accident while in transit immediately to BEML, by Phone, Fax or e-mail and take immediate action as directed by BEML and on failure of action, Performance Bank Guarantee will be en-cashed in addition to termination of contract and other penalty.
27. In case of any accident, the Transporter should protect the right of recovery by lodging FIR in co-ordination with insurance surveyor, etc. Trailer carrying the equipment/consignment/items is not to be moved from the accident spot before the survey by the Insurance Company is done.

28. PENALTY CLAUSE :-

28.1 In the event of late delivery of equipments, other than the committed delivery time (as indicated in clause 27) penalty shall be levied at 1% of transportation charges per day with a maximum of 25%.

Beyond the stipulated period of delivery at clause-27, if BEML is levied Liquidated Damage (LD) charges by their customer, then same amount shall be recovered from respective transporters' outstanding bills/ PBG.

28.2 In the event of non placement of vehicle within the allowed time as per Clause 21, penalty shall be levied @Rs. 1000 per day delay for 3 days but not exceeding Rs. 3000 otherwise the load will be diverted to the other transporter. In addition to the above, any extra or consequential expenses incurred by BEML due to non-placement of vehicle, shall be recovered from respective transporters' outstanding bills/PBG.

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

30. Payment: Bills in triplicate, for payment of freight charges shall be submitted by the Transporter separately for each consignment duly supported by GC copy / number printed goods consignment note clearly indicating therein date of receipt of consignment at site with signature and seal of customer along with loading slip reference acknowledged by the consignee for correct and full receipt of the full consignment. The bills shall be submitted to respective **BEML Shipping Department** within 7 days from the date of delivery of the consignment and payment will be made within 30 days of submission of bills. The Road Permits wherever issued to the Transporter to be handed over to consignee and acknowledgement to be obtained and submitted along with bills for payment.

Freight charges for each consignment will be paid by BEML / consignee and the same will be specified in the work order. Work orders placed within the currency of the contract will be valid for executions as per this contract.

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

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

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

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

- 33.** Should there be any default on the part of the Transporter in the satisfactory execution of the transport contract and if the performance continues to be unsatisfactory inspite of two written warnings, the transport contract is liable to be terminated without any further reference to the Transporter at the absolute discretion of BEML in addition to the levy of penalty / recovery of extra expenses incurred for making alternate arrangements and also the Performance Bank Guarantee will be en-cashed

34. TRANSPORTERS RESPONSIBILITY / LIABILITY:-

- 34.1 The Transporter will have to submit self certified copy of latest Income Tax return duly acknowledged by IT Department along with the tender in technical bid. The Transporter, whose income is not taxable, will be required to give an affidavit of his income.
- 34.2 The Transporter shall always be regarded, as an independent contractor for transportation of consignment and their employees shall not at any time regarded as BEML's employees. BEML shall not be liable / responsible for any damage / loss or injury, if any, caused to the life or property of any person/s by reason of any acts of commission or negligence on the part of employees of the Transporter.
- 34.3 BEML shall not be liable / responsible for the claims, if any, of the employees of the Transporter under Workmen Compensation Act or any other enactments. The Transporter shall keep BEML fully indemnified and harmless always against all claims and proceedings, if any, of his employees or other against BEML.
- 34.4 The Transporter shall be responsible to BEML for the good behavior of his personnel whilst they are in the BEML's premises. Vehicles and personnel of the Transporter entering the BEML premises will be subject to scrutiny, check and other rules framed by BEML, Transporter shall also ensure good behavior with our customer at the time of giving delivery of equipment.
- 34.5 The Transporter shall hold BEML harmless and indemnified against all claims for damages (inclusive of legal costs in connections therewith) whether arising in consequences of personnel injury or death (irrespective of whether such claims arises in accordance with the provisions of the latest workmen's Compensation Act or any other Law in force) or to any other property by accident, negligence or

otherwise arising out of and in the course of execution of the contract. And if any amount is made payable by BEML, the same shall be reimbursed to BEML immediately on receipt of a claim or the same shall be recovered out of any of the amounts due to the Transporter.

34.6 During the currency of the contract, the Transporter will be responsible for the safety of all the persons and BEML's property within the vicinity of the works. If there is any loss to BEML due to the negligence or fault of the Transporter or its employees or representatives the Transporter shall compensate BEML for such loss as assessed by BEML.

35. Transporter shall ensure that the vehicles used for transporting BEML equipments are fully compliant with Emission norms & to have the renewed certificate issued by a competent authority.

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

36. The Transporter shall comply with / discharge all liabilities towards the labour employed under the provisions of various enactments such as latest applicable Contract Labour (Regulation and Abolition) Acts and Karnataka Rules etc., and also the provisions of all other laws such as Industrial Disputes Act, Factories Act, Employees State Insurance Act, Workmen Compensation Act, Employees Provident Fund Act, Gratuity Act., etc., as may be applicable to the Transporter and shall keep BEML fully indemnified and harmless at all times in respect of breaches, if any, of the said laws on the part of the Transporter and or on any other account.

37. BEML shall not be liable for any action direct or indirect that may be instituted by any person or body of persons or Government against the Transporters in connection with the transportation of BEML's consignments entrusted to them for transportation or any consequent liability and the Transporters shall keep BEML fully indemnified in that behalf.

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

39. **FORCE MAJEURE:** Notwithstanding anything contained in the Contract, neither the Service provider nor the BEML shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the BEML or the Service provider.

Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Service provider or *the acts on which* the BEML has no control.

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

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

40. ARBITRATION:

Shipping Department of BEML KGF Complex will be the deciding authority as regards the satisfactory performance or otherwise of the contract.

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

In case of dispute as regards the satisfactory performance or otherwise of the contract, the decision of the **Chief of Shipping Department** shall be final and legally binding.

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

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

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

43. Termination of Contract: Should there be any default on the part of the Transporter in the satisfactory execution of the transport contract and if the performance continues to be unsatisfactory inspite of two written warnings, the transport contract is liable to be terminated without any further reference to the Transporter at the absolute discretion of BEML in addition to the levy of penalty / recovery of extra expenses incurred for making alternate arrangements and also the Performance Bank Guarantee will be en-cashed as per absolute discretion of Chief of Shipping of EM DIVISION, KGF

44. COMMERCIAL BID

PRICE BID BASIS FOR FREIGHT

The rates quoted shall be for transporting MBPV Equipment to various locations by shortest route.

The tenderer shall quote the rates for transporting the consignments. The rates should be quoted per equipment per KM basis

Any revision/request for increase of rates for such areas later will not be entertained.

ANNEXURE-A

NIT ACCEPTANCE LETTER

To: DGM
Defence Purchase
EM Division,
BEML Ltd, KGF

Sub: Acceptance of Tender Terms and Conditions.

Ref: SRM Bid invitation No: 6300031201

I hereby declare that I have gone through the complete Tender document / Corrigendum (all corrigendum/s with sign and seal uploaded) published in BEML SRM Platform with reference **Ref: KE01/DEM/MBPV TRANSPORT** the tender for “Road Transport of MBPV Equipment to various locations”

I agree to abide by all Terms and Conditions indicated in the Tender document / Corrigendum.

Contractor Sign with seal

Note:

1. The above letter along with all the corrigendum published need to be signed with seal and uploaded in SRM Platform