

BEML LIMITED
(A Govt. of India Mini Ratna Company under Ministry Of Defence)
BEML SOUDHA, No,23/1, 4th Main , S.R.Nagar
BANGALORE-560027

NOTICE INVITING TENDER

BID INVITATION NO:6300036756

Dt: 16.11.2021

Subject: Multi mode Transportation of One No. Completely built Metro Car from BEML Ltd, Bangalore complex to Testing Facility located at USA and return the Metro Car to BEML Ltd, Bangalore after completion of test including Export and Import customs clearance activities.

Tender closing date & time: 27.11.2021@14.00

BEML LIMITED invites tenders in three bid system in e-mode as mentioned below:

- **Pre-Qualification Bid (EMD and Integrity Pact agreement) to be submitted through Post/Courier (Manual mode).**
- **Technical bid & Commercial bid in Two bid system (Technical and commercial to be submitted separately in BEML SRM Portal) -E-mode.**
- **Reverse Auction (E-mode) – Only Technically qualified bidders are eligible to participate in reverse auction.**

BEML LIMITED invites tenders from reputed Service providers having experience in movement of Over Dimensional Cargo by Road and Sea including Export & Import customs clearance activities for transportation of one No Completely built Metro Car from BEML Ltd, Bangalore complex to Testing Facility located at USA and return the Metro Car to BEML Ltd., Bangalore after completion of test.

The detail terms and conditions are enclosed.

All Corrigenda, Addenda, Amendments, Clarifications etc. if any to the tender will be hosted on BEML SRM portal & BEML Website(www.bemlindia.in) only.

Enclosure : As above.

Note: - The tender consists of 55 pages including this page.

Sign & Seal of Bidder/Contractor

TABLE OF CONTENTS

S No.	Description	Page Nos.
1	Notice inviting Tender	1
2	Table of Contents	2
3	General Instruction to Bidders	3-5
4	Pre-Bid Meeting	6
5	Scope of Work	7-9
6	Annexure – I: Pre-qualification Criteria	10-15
7	Annexure – II: Technical Bid	16-18
8	Annexure- III: General Terms & Conditions	19-34
9	Annexure – IV: Commercial bid Submission Conditions.	35-36
10	Annexure-V: Tentative Delivery Schedules	38
11	Annexure-A: Performance Bank guarantee Format	39-40
12	Annexure-B: Compliance to General terms & Conditions	41-42
13	Annexure-C: Integrity Pact agreement	43-47
14	Annexure- C1-Guidelines For Indian Agents Of Foreign Suppliers	48-49
15	Annexure- C2- Guidelines On Banning Of Business Dealings	50-55

Sign & Seal of Bidder/Contractor

Enclosure to Bid Invitation No: 6300036756**General Instructions to Bidders:****1. INVITATION FOR TENDER:**

As part of contractual obligations of Mumbai Metro project, BEML Ltd entered into contract with M/s. CE TEST, Spain for HVAC Vehicle level test of 1 number 'Motor car' located at CAF testing facilities in Elmira, New York State, USA herein after called as **Testing facility**. In order to carry out the above activity, 1 number completely built metro car needs to be dispatched to the Testing facility & bring back to BEML Ltd, Bangalore complex after completion of test.

In this regard, BEML invites tender for appointing Service provider for carrying out Road & Sea transport including Export & Import clearance at Chennai Sea port & USA Sea port.

- The bidders are advised to carefully go through the following paragraphs and terms & conditions of tender before submitting the bid.
- This tender enquiry is not transferable under any circumstances.
- All entries in the tender 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.
- All the documents shall be uploaded in PDF Format in SRM platform.
- The bidder shall sign each and every page of tender document before submitting the bid. No corrections/revisions will be entertained after opening the bids.
- Late and/or incomplete tender shall not be considered.
- Canvassing and request for in any manner, including unsolicited letters after submission of tenders, or post tender corrections shall render offers of such parties liable for rejection.
- Bidder shall ensure that all the information & documents submitted by them are true & correct.
- Submission of false information by the bidders shall render the tender 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, EMD submitted by such bidders shall be forfeited at the discretion of BEML.
- In the event, it comes to the knowledge of BEML that the successful bidder has submitted false information, subsequent to the award of contract, the contract shall be cancelled/short closed by the company and shall invoke Risk purchase clause with risk and

Sign & Seal of Bidder/Contractor

liabilities on such bidder. The PBG shall also be encashed as a result of consequence of breach of contract at the discretion of BEML.

- In case any person/persons, company, firm, associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before any court of law/ Arbitrator shall not be eligible to participate in this tender.
- Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
- The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
- **The bidder shall also affix seal and sign on every page of tender document before uploading the tender on the BEML SRM System. No corrections/ revisions will be entertained after closing date and time of tender.**
- Please note that as per the directives from Ministry of Defence, Class 3 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.
- Please note that activation of the Digital signature Token in our system happens after 12.00 midnight from the start date of the validity i.e, the next date after the Start date of the validity.
- Hence, in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.
- In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269 or e-mail to admin.srm@beml.co.in (Contact person: Mr. Krishna Mohan)
- **Technical bids of only those bidders shall be considered for evaluation who is meeting the pre-qualification criteria.**
- All Corrigenda, Addenda, Amendments, Clarifications etc if any to the tender will be hosted on BEML SRM portal only.
- Fax/email quotations are not acceptable.
- BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which shall be final & binding on the Bidder.
- Please ensure that no price details are mentioned in the Technical Bid (attachments to the c- Folder).
- MSME supplier has to attach the required document proofs if they are seeking to register under MSME Act
- 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 Company letter head and upload the same with the tender.
- Transporters who are presently put on hold, suspended, de-listed, banned or blacklisted by BEML will not be eligible to participate.

Sign & Seal of Bidder/Contractor

2. The tender consists of three parts :-

Sl. No	Nature of Bid	Mode of Submission	RFQ
1	Pre-Qualification Bid	Manual Mode (Post/Courier/Online transfer)	Pre-Qualification Criteria as per Annexure - I
2	Technical Bid	E-mode (BEML SRM Platform - Bid)	Technical submission conditions as per Annexure - II
			General terms & conditions as per Annexure – III
3	Commercial Bid	E-mode (BEML SRM platform & Reverse Auction)	Commercial Bid Submission Condition as per Annexure - IV

Bid Processing Key Dates

Sl. O	Details	Important Date & Time
1.	Last date for forwarding Queries if any, for clarification.	19.11.2021@ 14.00 HRS
2.	Pre-bid meeting Date through VC. (Meeting will be through MS Teams)	20.11.2021 @ 14.00 HRS
2	Last date for submission of pre-Qualification Bid through manual mode	27.11.2021 @ 14.00 HRS
4	Last for submission of bids (both technical and commercial) through BEML SRM portal.	27.11.2021 @ 14.00 HRS
5	Opening of Technical Bid of only firms who submit pre-qualification bid and are accepted.	27.11.2021 @ 14.30 HRS

Note: Reverse Auction of those bidders whose technical bids are accepted will be conducted at date and time to be specified later.

The date and time of opening of commercial bids will be updated in BEML SRM portal after technical evaluation of bids and completion of Reverse auction.

Sign & Seal of Bidder/Contractor

Prebid meeting

Prebid meeting:- Due to Covid-19 Pandemic situation, Pre-bid meeting will be organized through Video Conference on **20.11.2021 @ 14.00 HRS** .

- Email ids for correspondence : rmw@beml.co.in and rm@beml.co.in
- **Intended bidders shall share their email id's for MS teams link to the above mail ids. VC would be done only through MS Teams.**
- Any queries/clarification/information/details if required may be sent to the above mail ids. The queries will be accepted only upto **19.11.2021 @ 14.00 Hrs**. Any pre-bid queries received after 19.11.2021@ 14.00Hrs will not be considered by BEML.
- Any modification of tender conditions which may become necessary as a result of the pre-bid queries, shall be made by BEML and the same will be intimated in BEML SRM portal as an Addendum.
- Bidders should regularly visit BEML SRM portal to keep themselves updated on the tender status.
- No separate advertisement shall be published in the print media in this regard & no bidder will be individually/separately informed of the same.
- All Corrigenda, Addenda, Amendments, Clarifications etc if any issued shall be part of the Bidding documents. Prospective Bidders shall sign the same with seal and upload as part of technical bid.

Sign & Seal of Bidder/Contractor

Scope of Work**Scope of work includes the following, but not limited to:**

1) Transportation of completely built metro car by Road from BEML, Bangalore to Chennai Sea port			
Sl.no	Brief scope of work	General terms & conditions	Remarks
1	Positioning of trailers & cranes at BEML, Bangalore	Bidders to refer General terms & conditions indicated at Annexure III of this NIT	Drawing of the metro car is attached along with this NIT
2	Packing of metro car with sea worthy tarpaulin / any other suitable material		
3	Loading and lashing of Metro Car at BEML, Bangalore by using mobile single crane with minimum capacity of 140 Tons.		
4	Transportation of Metro Car to Chennai Port.		

2) Customs clearance at Chennai and ocean freight to USA.			
Sl.no	Brief scope of work	General terms & conditions	Remarks
1	Arranging port entry passes for trailer, driver, cleaner.	Bidders to refer General terms & conditions indicated at Annexure III of this NIT	-
2	Arranging Traffic Police permission for trailers, if required (for Chennai port entry)		
3	Receiving the cargo at Chennai port. Unloading the equipment from trailer by crane to be arranged by successful bidder. For unloading of equipment through cranes, Single crane with minimum capacity of 140 Tons and slings may be required and needs to be arranged by the successful bidder or any appropriate arrangement may be made.		
4.	Arrange for permission from appropriate custom authorities for export of Metro car for testing in USA and return within 6 months		
5	Arranging for customs clearance, filing shipping bill inspection by customs and get Export permission.		
6	Security arrangement for the BEML equipment from the time of arrival to port till loading on to the vessel.		
7	Arrange for Ocean carriage of the cargo on RO-RO vessel / Lift on – Lift off vessel		

Sign & Seal of Bidder/Contractor

7	Handing over the original Bill of Lading, Customs attested shipping bill, exporter copy of shipping bill.		
---	-----------------------------------------------------------------------------------------------------------	--	--

3) Import clearance and inland transport in USA			
Sl.no	Brief scope of work	General terms & conditions	Remarks
1	Safe discharge & storage of cargo, if required, at the USA Sea port.	Bidders to refer General terms & conditions indicated at Annexure III of this NIT	-
2	Arranging port clearance including customs formalities.		
3	Arranging suitable trailers and loading / Unloading the cargo at USA port as applicable		
4	Arranging inland transportation of metro car from USA Sea port to Testing facility		
5	Necessary road permissions, local clearance (if any) and any other permissions applicable as per USA law needs to be obtained by the successful bidder.		
6	Ensuring safety of the metro car during transportation		
7	It will be responsibility of the bidder to ensure seamless communication at all concerned points in the process of shipment.		
8.	Land transportation of Metro Car to testing facility located at Elmira, New York and unload the Metro car at the testing facility. The unloading to be done through Ramp.		

4) Inland transport and Export clearance in USA after completion of test			
Sl.no	Brief scope of work	General terms & conditions	Remarks
1	Arranging inland transportation of metro car from Test facility to USA Sea port. All necessary arrangements required as stated in para(3) is included.	Bidders to refer General terms & conditions indicated at Annexure III of this NIT	

Sign & Seal of Bidder/Contractor

5) Ocean freight from USA to Chennai and Import clearance at Chennai			
Sl.no	Brief scope of work	General terms & conditions	Remarks
1	Arranging Ocean freight from USA to Chennai and import clearance at Chennai. All necessary arrangements required as stated in para(2) is included.	Bidders to refer General terms & conditions indicated at Annexure III of this NIT	

6) Transportation of completely built metro car by Road from Chennai sea port to BEML, Bangalore			
Sl.no	Brief scope of work	General terms & conditions	Remarks
1	Arranging Inland transportation from Chennai sea port to BEML, Bangalore and safe unloading of the Metro car at BEML, Bangalore. All necessary arrangements required as stated in para(1) is included.	Bidders to refer General terms & conditions indicated at Annexure III of this NIT	

Sign & Seal of Bidder/Contractor

ANNEXURE – I

PRE-QUALIFICATION CRITERIA: (TO BE SUBMITTED MANUALLY): EMD & INTEGRITY PACT

Bidders to ensure submission of EMD and Integrity pact agreement as pre-qualification bid.

Bidder needs to furnish the following by post/ courier or in person before closing date and time of the tender:

- a. An amount of Rs. 2,50,000 (Rs. Two lakhs Fifty thousand Only) towards **EMD (Earnest Money Deposit)** from any Scheduled Commercial Bank payable to BEML Limited, Bangalore or valid certificates for EMD exemption.
- b. Integrity Pact in **original** duly signed by the Authorized Signatory of the Bidder. The specimen of the Integrity Pact which is part of tender documents is enclosed at **Annexure-C, Annexure C1 & Annexure C2.**

The Bidder shall submit their pre-qualification bid in a sealed envelope with duly super scribed in bold letters, at the top of the envelope as **"PRE-QUALIFICATION BID", "Bid Invitation No. 6300036756 dated 16.11.2021 Bid Closing date 27.11.21 and Time 14:00 Hrs -"** and drop at "Tender Box" placed in Security Gate at below mentioned address.

**BEML LIMITED.,
Admin Building,
New Thippasandra,
BANGALORE – 560 075
KARNATAKA, INDIA**

Alternately, the same can be sent by pre-registered post or by courier to below mentioned address and same should reach the address on or before the closing date & time of the tender.

**DGM, MATERIALS
BEML LIMITED.,
BANGALORE – 560 075
KARNATAKA, INDIA**

Bids of those bidders, who do not submit "Pre-Qualification bids" before the prescribed closing date and time, will be rejected.

Technical bids of only those tenderers shall be considered for evaluation who are meeting the prequalification criteria.

The 'Price bids' shall be opened in respect of only those tenderers who, after technical evaluation are found technically qualified.

Sign & Seal of Bidder/Contractor

The date & time of opening of Price bids will be conveyed to the technically qualified tenderers separately.

INSTRUCTION FOR SUBMISSION OF EMD:

1. Every bidder shall deposit an amount of Rs. **2.50 Lakhs (Rs. Two lakhs fifty thousand only)** as Earnest Money Deposit with the buyer through any of the following mode before the tender closing date indicated in the tender document:

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

(OR)

- (ii) Through NEFT / RTGS in favour of BEML Limited. (Division Bank A/c details and IFSC)

i. Online Payment of EMD amount can be made as mentioned below:

- Open the link to <https://www.onlinesbi.com/sbicollect/icollecthome.htm> pay EMD through SBI Collect.
- Read the Disclaimer Clause and click on "check box" to proceed for payment against EMD and Click "Proceed".
- In 'Select State' dropdown Option, Select "All India"
- In 'Type of Corporate / Institution, select "PSU-Public Sector undertaking" and Click on the "Go" button.
- In PSU-Public Sector undertaking- Name dropdown, select "BEML Limited Bangalore Complex" and Click "Submit" Button.
- In 'Select Payment Category', dropdown option, select "EMD Tender Fee BEML Bangalore complex"
- Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of **Rs 2.50 Lakhs (Rs. Two lakhs fifty thousand only)**

Please ensure that online payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender.

- ii.** Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

The above said EMD Exemption Certificate or Online submitted acknowledgement scanned copy shall be submitted through Email to rmw@beml.co.in & mentioning **Bid Invitation No. dated before tender Closing date 27.11.2021 Time 1400 Hrs.**

General Instructions with regard to EMD:

Sign & Seal of Bidder/Contractor

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
 - b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
 - c) EMD lesser than Rs. **2.50 Lakhs** will not be accepted and the quotation is liable to be rejected.
2. Please ensure that online /NEFT payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender.
 3. Proof for making payment towards EMD, to be submitted along with Pre-Qualification bid documents, before the prescribed closing date and time of tender
 - a) Bids of those Bidders, whose EMD submitted in any form other than as mentioned above will be rejected.
 4. Exemption for payment of EMD:
 - (i) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD. Bidder / Contractor should submit valid MSE / NSIC / Udyog Aadhar certificates or Certificate issued by Central Purchase Organization or the concerned Ministry or Department for EMD exemption.
 - (ii) Bidder / Contractor who had deposited the permanent EMD (PEMD) at Bangalore Complex is also exempted from payment of EMD, to the extent of PEMD deposited only. In case the EMD amount exceeds PEMD amount the difference has to be paid. Letter issued by BEML Limited, Bangalore Complex in this regard to be submitted as pre-qualification document.
 5. Offers not accompanied by Earnest Money Deposit / EMD exemption letter as given above and for the amount as stipulated therein shall be summarily rejected.
 6. The Earnest Money Deposit shall remain deposited with the Purchaser for the period of bid validity (120 days)+ 45 days from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit / Bank Guarantee duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.
 7. No interest will be payable by BEML on the EMD.
 8. The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of their offer.
 9. Cheque and other mode of payment will not be accepted.
 10. The Demand Draft must be sent through courier in a sealed cover & should reach BEML, Bangalore Complex on or before the closing date & time of e-bid, failing which, the tender will be rejected. EMD will not bear any interest.

Sign & Seal of Bidder/Contractor

11. The Earnest Money Deposit will be returned without any interest, through RTGS to the unsuccessful bidder/(s) after the tender is decided & Contract is finalized. EMD will not bear any interest.
12. For successful bidder who enters into contract with BEML, the EMD will be returned after receipt of performance bank guarantee for 10% of the Contract value.
13. Likewise, if the tender is cancelled for what so ever reason, then EMD will be refunded to all the bidders without any interest.
14. The Earnest Money Deposit will be Forfeited under the following circumstances:
 - a. If the bidder withdraw/modifies the offer during the Validity Period of the tender.
 - b. If the successful bidder withdraw the offer after acceptance of the contract.
 - c. If the successful bidder fails to furnish a Performance Bank Guarantee (PBG) as specified in bank guarantee format against this tender within the specified period for satisfactory execution of contract.

3.3 Refund of EMD:

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

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

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

Sign & Seal of Bidder/Contractor

PRE-CONTRACT INTEGRITY PACT AGREEMENT:

- a. Tenderers who are interested to participate in this tender are required to enter into "Pre-Contract Integrity Pact".
- b. The Pre-Contract Integrity Pact envisages an agreement between the prospective tenderer and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- c. Only those tenderers who have entered into a Pre-Contract Integrity Pact agreement with the BEML would be eligible to participate in tendering with BEML. The agreement shall be on a plain A4 size paper duly signed & stamped on all pages with witnesses.
- d. The specimen of the Pre-Contract Integrity Pact agreement which is part of tender documents is enclosed at "**Annexure –C, C1 & C2**" and the tenderer has to submit the same through courier to reach BEML on or before the closing date & time of tender enquiry. Integrity Pact agreement received that is not in the prescribed format at "**Annexure – C**" (or) Integrity Pact agreement received with any modification in the terms of the prescribed format at "Annexure – C is liable for rejection at the discretion of BEML.

IMPORTANT NOTE to submit EMD & Integrity Pact

- a. Bidders to ensure submission of EMD and Integrity pact agreement as pre-qualification bid.
- b. The name & address of the bidder shall be written legibly on the left hand bottom corner of the envelopes.
- c. The Envelope containing EMD & Integrity pact shall duly be superscripted on the top of the sealed envelope as below

"PRE-QUALIFICATION BID (EMD & Integrity Pact)

Bid Invitation No: 6300036756

Closing date & Time: [27.11.2021@2.00PM](#) (IST)

- i. Pre-Qualification Bid envelope have to reach the address as mentioned below through any fastest mode of courier / speed post/online transfer on or before the closing date & time of the tender. BEML is not responsible for any postal or courier delays.
The Deputy General Manager,
BEML LTD,
New Thippasandra,
Bangalore – 560 075
KARNATAKA, India

Sign & Seal of Bidder/Contractor

Alternatively, it can also be dropped in the Tender Box which is kept in Security Gate at Admin Building, New Thippasandra, Bangalore - 560075

The “Pre-Qualification Bid” shall be opened at 14.30 hrs at BEML Bangalore Complex on the tender due date.

ii. Technical bids meeting all the pre-qualification criteria alone shall be considered for evaluation.

iii. **Technical bids shall not be considered for evaluation for the following deviations in pre-qualification bid:**

- Non-submission of Pre-qualification envelope containing EMD & Integrity pact
 - Envelopes received without superscription as stated at point (ii) above.
 - Envelope containing Pre-qualification Bid not received before the closing date & time of the E-tender.
 - Demand Draft towards EMD received other than through Scheduled Commercial Bank Authorized by RBI.
 - Integrity Pact submitted that is not in the prescribed format.
- Offers of bidders will be considered for further processing subject to encashment of DD/online transfer confirmation submitted towards EMD else their technical bids will be rejected.

Sign & Seal of Bidder/Contractor

ANNEXURE - II**TECHNICAL BID****(To be filled by Bidder and to be uploaded in BEML SRM System)**

The bidder shall furnish all the required particulars provided in the format Annexure-II and upload the scanned copy with duly signed and stamped in the Collaboration Folder of BEML SRM Platform, along with supporting documents.

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

All entries in the tender document shall be in English either typed or written legibly in blue ink only. Over-writings are not permitted.

All cancellations and insertions shall be duly signed / attested by the authorized person. All the documents should be uploaded in PDF format.

Below mentioned details are Mandatory Parameters. In case of non-submission of mandatory parameters, the bidder is liable for rejection.

SL. NO	PARTICULARS	BIDDERS'S REMARKS
1.	Name of the company registered in India	Upload Copy of Registration Certificate
2.	Complete address of office along with telephone no./E Mail ID.	Pls. fill the details
3.	Type of company a) Public Ltd., Co.? b) Pvt. Ltd., Co.? c) Partnership concern. d) Others please specify.	Pls. fill the details
4	Documents to accompany with Tenders:	
4 (i)	The Bidder should be registered with DIRECTORATE GENERAL OF SHIPPING as a Multimodal Transport Operator	Upload copy of valid Multimodal Transport Operator Certificate of Registration
4 (ii)	The bidder should furnish complete address and contact details of their agent at USA.	Please provide details
4 (iii)	a) Bidder should possess a Customs House Agent(CHA) license. Enclose a copy of CHA License. or b) If CHA License not available, bidder should furnish letter from his associate, whose license details of CHA will be engaged for CHA activities.	Upload copy of valid CHA license. or Upload Letter from associate and copy of valid CHA license.

Sign & Seal of Bidder/Contractor

4 (iv)	PAN Card issued by the Income Tax Department.	Upload copy of PAN card
4 (v)	GST registration details	Upload copy of GST registration certificate.
4 (vi)	The Bidder must be in the business of providing similar services to various Govt / PSUs or any other organizations. Minimum 2 Work orders involving ODC(Over dimensional cargo) and multi modal transportation in past 5 years to be uploaded.	Upload Work Order/ Contract/Experience certificate issued by customer(s) during past 5 years.
4 (vii)	The bidder should have average annual turnover of Rs. 1.2 Crores during last three (3) financial years. (FY2018-19 to FY20-21). For FY2020-21 Unaudited / Provisional financial figures may be indicated, if audited figures are not available.	Upload audited Profit & Loss statements of last three (3) financial years. (FY2018-19 to FY2020-21). In case FY2020-21 accounts not finalised Unaudited / provisional figures will have to be self-attested by Auditors (Chartered Accountants) and uploaded. (Only relevant pages of audited Profit & Loss statement to be uploaded without Notes and enclosures)
5	Bidders are requested to refer Annexure-III General Terms & Conditions enclosed at Pg No: 19 to 34 of this tender document .	Upload Compliance to General terms & Conditions as per Annexure-B of this NIT duly filled, signed & stamped by the bidder in BEML SRM portal along with the supporting documents as specified therein.

Note:

1. Technical offers not complying / fulfilling any of the requirements as required against each point of Annexure-III will be rejected.
2. Bidders failing to upload the supporting documents as required against each point of Annexure-III in SRM Platform will be rejected.
3. There shall be no information from BEML in case of non-submission of any documents/information that is required to be submitted by the bidder under Technical Bid. In this regard, no further correspondence shall be entertained & such bids shall be primarily rejected.

Sign & Seal of Bidder/Contractor

4. **Please ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid. In case, any price details are found in technical bid documents, the bid is liable to be rejected.**
5. **Note:** If it comes to the knowledge of BEML, at any point of time, during the tender process that the information submitted by the bidder is incorrect or deliberately misleading, BEML, at its discretion, will have the right to reject the bid without any information to the Bidder.
6. Technical Bids will be automatically opened on the BEML SRM Platform at 1400 Hrs on the closing day of tender. Technical bids of only those bidders who are fulfilling the pre-qualification criteria shall be considered for further evaluation.

We have understood the Terms and Conditions clearly and agree in totality.

Place:

(Signature of the Bidder/Authorized signatory)

Date:

seal

Sign & Seal of Bidder/Contractor

ANNEXURE – III**GENERAL TERMS & CONDITIONS OF THE TENDER ENQUIRY INCLUDING PART A, PART B & PART C ARE AS FOLLOWS:**

1. Contract Period:	The Contract is valid from the date of signing of the contract upto delivery of completely built metro car in safe condition back to BEML Ltd, Bangalore complex after completion of test at USA, submission of all documents to BEML Limited and ensuring & confirming the flow of shipping bill to DGFT website.				
2. Metro Car Specification & Scope of work	The technical specification of the Completely Built Metro Car through Hydraulic trailers by Road that has to be transported is given below. Drawing of the metro car is attached along with the NIT.				
	Motor Car (M)	23160 mm	3200mm	3958mm	44 (MT)
3. Scope of Work	As stated above.				
4. Delivery Schedule	The tentative delivery schedule is enclosed at Annexure IV .				
5. Validity of Tender	The rates quoted in the tender shall remain valid for a period of 120 days from the date of bidding. The successful bidder shall keep the price offer valid till completion of entire scope of work as per contract or work order. Bidder / Bidders are advised to consider all factors and components, including any fluctuations in the market rates, etc. before quoting.				
6. Encashment of Bank Guarantee	<ul style="list-style-type: none">• The Bank Guarantee will be encashed by BEML LTD, upon un-satisfactory performance.• If there is any breach of any terms & conditions of the tender or contract on part of the successful bidder after award of contract.• The decision of BEML LTD will be final with regard to the encashment of Bank Guarantee and the extent thereof.				

Sign & Seal of Bidder/Contractor

<p>7. Payment Terms</p>	<p>Payments in Stage wise shall be as indicated below:</p> <ol style="list-style-type: none"> 1. 100% through RTGS payable within 10 working days from the date of submission of proof of safe Unloading/delivery of Metro car at Chennai Sea port along with Invoice. 2. 100% of the ocean freight Charges from Chennai to USA including C&F activities is payable within 10 working days after submission of shipping documents Viz; Original Bill of Lading along with shipping bill, invoice and other documents. 3. 100% of inland transportation charges at USA is payable within 10 working days from the date of safe Unloading/delivery of Metro car from USA Sea port to Testing facility and on submission of proof of delivery signed by BEML representative at Testing facility. 4. 100% of inland transportation charges at USA is payable within 10 working days from the date of Unloading/Delivery of Metro car from Testing facility to USA Sea port in safe condition and on submission of proof of delivery at USA Sea port to BEML along with the Invoice 5. 100% of the ocean freight Charges from USA Sea port to Chennai is payable within 10 working days after submission of shipping documents Viz; Original Bill of Lading along with shipping bill, invoice and other documents. 6. 100% through RTGS payable within 10 working days from the date of receipt of Unloading of Metro car at BEML Ltd, Bangalore complex in safe condition and on submission of Invoice. 7. GST invoice should be produced by the contractor for claiming of payment. 8. GST exemption available, if any, for C&F agents / CHA as per 'notification of Govt. of India' should be considered while raising Invoices. 9. Successful bidder should furnish the GST remittance details to BEML for reimbursement of GST amount.
<p>8. Time Schedule & Penalty for Delayed Delivery</p>	<ol style="list-style-type: none"> a. Safe & Timely delivery is the essence of the contract. The Successful transporter shall therefore, ensure that the Metro Cars entrusted to the firm is transported and delivered safely as per schedule time. b. The successful bidder should adhere to the delivery schedule agreed to with BEML. If the successful bidder fails to deliver the goods within the stipulated time, agreed total transit time (as per the finalized purchase order) penalty @ 2% of total contract value per week pro-rata up to maximum 10% of total contract value shall be charged and deducted from the bills of the successful bidder. c. Transit Time shall be calculated from the date of actual loading of metro car

Sign & Seal of Bidder/Contractor

	<p>at BEML, Bangalore complex and the date of return of metro car at BEML, Bangalore complex after completion of test</p> <p>d. If the Transporter fails to provide the vehicles as required, BEML will have the right to transport the consignments through any other agency at the sole risk and cost of the Transporter. The excess freight and any extra expenses thus incurred in this regard will be charged to the Transporter's account and the same will be recovered from the Transporter's outstanding bills/PBG.</p> <p>e. In addition to this, a penalty of Rs.3000/- per day per consignment for each occasion will be levied.</p>
9. Performance Bank Guarantee	<p>a) The successful bidder shall submit Bank Guarantee in the form placed at Annexure 'A' for an amount equal to ten percentage (10%) of the PO value to guarantee the performance of the contract in favor of BEML LTD, Bangalore from any Scheduled Commercial Bank Authorized by RBI. The Bank Guarantee to be provided within two (02) weeks from the date of receipt of Letter of Intent / PO from BEML LTD. The validity of the Bank Guarantee shall be 3 months after successful execution and completion of the Purchase Order. The PBG shall be tentatively valid upto September 2022. Further, the bank guarantee should be valid for lodging claim for the period of another 3 months from the date of expiry of the validity date. The bank guarantee, if required shall be extended till the completion of the contractual obligations.</p> <p>b) In case of non-submission of PBG by finalized bidders before executing the contract, BEML at its sole discretion reserves right to take following course of action:</p> <p>a. Purchase order will be cancelled & Risk purchase clause as indicated in this tender enquiry shall be invoked</p> <p style="text-align: center;">or</p> <p>b. Deduct 20% of invoice value limited to maximum of 10% of contract and the same would be paid after completion of claim period as stated at para(a) above.</p>
10. Compliance to reverse auction procedure:	<p>a. Firms to quote in two bid system i.e technical and commercial bid.</p> <p>b. BEML reserves the right to conduct reverse auction, if required.</p> <p>c. If reverse auction is conducted then the start bid price for reverse auction shall be lesser than or equal to the quote in commercial bid.</p> <p>d. On completion of reverse auction, the commercial bid of technically acceptable vendors would be opened to verify the start bid price in reverse auction is equal or less than the commercial bid.</p> <p>e. In case it is noticed that the start bid price is more than the commercial bid then the vendor will not be considered for further commercial evaluation.</p> <p>In case the technically accepted vendor is not participating in reverse auction then the commercial bid of the firm would not be opened.</p>

Sign & Seal of Bidder/Contractor

11. Bill Processing	The bills for payment of freight charge will be processed strictly as per the rates and terms of contract / agreed rates only.
12. Income Tax Deduction	Income tax shall be deducted at source u/s 194 (C) of the Income Tax Act, 1961 and the relevant rules framed there under. However, in case, transporter desires that no deduction of Income Tax at source shall be made, the transporter shall produce an exemption certificate from the concerned Income Tax Authorities. The said certificate should not be meant for previous financial years. 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 that will be carried out by the supplier.
13. 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 BEML. BEML reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and BEML shall only be legally bound after it has agreed explicitly in writing to agree 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 BEML) of receipt of the order.
14. Period of Contract	Rates quoted shall remain firm for the contract period. The contract period will be valid till receipt of Metro car at BEML Ltd after completion of testing at USA.
15. Division of Patronage	Not applicable
16. Subcontracting of Business	Subcontracting of the complete contract is strictly prohibited.
17. BEML LTD 's Limitation of Liability	The company i.e. BEML LTD shall not be responsible for any loss or damage or detention of the vehicles of the transporters or injury resulting from "Force Majeure" which term means acts of God like Fire, Explosions or other Catastrophes, Storms and Flood, War, Civil commotions, Strikes/lockouts, blockades, embargoes (imposed by Government) whether within or outside the company premises and such other causes beyond the control of the company.
18. Force Majeure	<p>If either party is prevented from or delayed in performing any obligation under this contract by the cause of force majeure such as but not limited to act of god, lightening, earthquakes, fires, floods, washouts, epidemics, Strikes, lockouts or other industrial disturbances, acts of public enemies, wars, whether declared or undeclared, blockades, insurrection, sabotage, explosions, or orders, restraints or prohibition by any government or any other causes or similar nature, beyond the reasonable control of the party, the effected party shall not be deemed to have made default or breach of this contract and such obligation shall be suspended for so long and to such extent as may be justified by mutual agreement.</p> <p>In the event that either party is unable, wholly or in part to perform its</p>

Sign & Seal of Bidder/Contractor

	obligations provided in this contract as a result of such force majeure. The party shall immediately give notice in writing within 7 days of the event to the other party and both parties shall discuss and mutually agree on measures to be taken. Both parties shall do their best to continue the performance of this contract after such force majeure occurrence is over.
19. Arbitration	<p>If the disputes cannot be settled between the parties, all or any issues, differences or disputes which may or has arisen out of or in relation to this contract in any way shall be discussed between the transporter & BEML and settled mutually.</p> <p>If the disputes are not settled mutually, the same shall be referred to Arbitration in accordance with the rules of Arbitration centre Karnataka (Domestic & International), Bangalore, Rules 2012.</p> <p>The Arbitration & Conciliation Act, 1996 along with Amendment 2015 shall govern this contract.</p> <p>The venue of Arbitration shall be at Bangalore. The language of Arbitration shall be in English. The award of the Arbitration Centre Karnataka shall be final & binding upon both the parties. The courts at Bangalore alone shall have jurisdiction.</p>
20. Jurisdiction	All legal proceedings, pertaining to the above contract shall be instituted only in courts having territorial jurisdiction over the place where the Registered Office of BEML LTD is situated i.e. Bangalore, and no other court shall have the jurisdiction.
21. Fall Clause	During the tenure of contract the approved Transporter shall not undertake to transport any load within the purview of this contract at a rate lower than the rate charged to BEML to any of the BEML customers. In case it is found, BEML reserves the right to recover such difference amount from the Transporters bill / bills including from the previous bills and may be liable for cancellation of the transportation contract as well as encashment of the Performance Bank Guarantee.
22. Right of BEML:	<p>The Company (BEML) reserves the following rights:-</p> <ol style="list-style-type: none"> To accept or reject all or any of the tenders, without assigning any reason. In case BEML is not satisfied with the quality of work of the successful bidder / refusal of work from successful bidder, BEML reserves the right to allot such item of work to other party and levy consequential damages for the entire expenditure in arranging party for such work / works. To extend or curtail the period of contract.
23. Tender Rejection	<p>Conditional tender containing absurd, un-realistic rates, ambiguous and tender which is incomplete, otherwise considered defective not in accordance with tender conditions shall be rejected.</p> <p>Tender that is not submitted in time and in the prescribed form or not accompanied by the requisite EMD & Integrity pact agreement will be rejected.</p>
24. Risk Purchase Clause	In case of non-performance of the contract, BEML will take procurement action at your risks and cost apart from levying liquidated damages as deemed fit.

Sign & Seal of Bidder/Contractor

	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.
25. Confidentiality:	Successful Bidder shall not divulge any information with regard to goods and documents etc. to any person or agency without written permission from BEML. In event of violation, the contract will automatically stand cancelled.
26. 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 – 39 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.
27. LIABILITIES:	The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract.
Part- A: TERMS & CONDITIONS RELATED TO ROAD TRANSPORT OF METRO CAR FROM BEML LTD, BANGALORE COMPLEX TO CHENNAI SEA PORT & VICE VERSA:	
28. Route Survey & Unloading Plan:	<p>a) Bidders to provide route survey report and Unloading Plan at Chennai Port along with their technical bid for transportation of metro car from BEML Ltd, Bangalore to Chennai by Road evidencing details of electrical lines, tunnels, bridges, curvatures etc., along with relevant photographs at each major location.</p> <p>b) During the execution of contract by the successful bidder, in case of any deviation (s) to above indicated route is noticed due to un-foreseen reasons arising out of constructions, diversions, on-going highway works etc, alternate route as proposed by the successful bidder should be submitted to BEML Ltd for prior approval and movement of metro cars along that alternate route has to take place at no additional cost to BEML Ltd ensuring complete safety of metro cars.</p>
29. MORTH (Ministry of Road transport & Highways)	The transporter shall bear all the charges/fees deposited to the Indian Highway Management Company Ltd for obtaining MoRTH permission as per guidelines circular: RW-NH-35072/1/2010-S&R(B) dated 20.05.2014 or the latest. Charges incurred by the transporter will not be reimbursed by BEML Ltd in this regard. Delay in obtaining permission shall not be a ground for extension of delivery period.

Sign & Seal of Bidder/Contractor

30. SPECIAL NOTE:

- c) The prime mover with trailer used by the transporter for movement of cars from BEML LTD, Bangalore Complex to the designated places should be covered under insurance by the transporter including for the staff. BEML LTD will not be responsible for any loss or damages to the prime mover & trailer or lives of the transporters staff.
- d) While accepting Metro Car for transportation, the transporter should ensure that necessary documents for check post are collected so that Metro Cars are not detained en-route. If Metro Car is detained en-route by check post authorities due to insufficient documentation or any reason and penalty such as Advance Tax, Compound Tax, Entry tax etc. is imposed; such payments shall be borne by the Transporter.
- e) Detention charges if any on any of these grounds shall not be paid by BEML.
- f) **It is the responsibility of the transporter at their cost to ensure the following :**
- g) Any necessary and all relevant documents required for clearance at Check Posts, Toll-gate & State permits to be readily available with the transporter for continuous movement of Metro cars.
- h) Taxes if any, during enroute till it reaches final destination station shall be paid by the Transporter and claimed along with the freight charges duly supported by proper original receipts obtained from the authorities identifying the consignments.
- i) BEML is not liable to pay charges such as demurrage, detention, loading, unloading, Hamali charges, storage charges, door collection, door delivery charges etc., under any circumstances.
- j) The equipments like prime mover with the trailer used for movement of metro cars shall possess and keep readily available at any point of time during transit until delivery of metro cars all documents pertaining to Vehicle and Trailer Registration certificate, valid permits, valid driving license for the driver, Insurance and vehicle tax paid receipts.
- k) Bidder shall ensure Insurance to their equipment (prime mover with the trailer) including their personnel.
- l) The Bidder shall be responsible to position vehicle as required by BEML LTD **within 7 days from the date of intimation from BEML in writing through letter or e-mail.**
- m) The responsibility of BEML ceases once the Metro car is handed over to the transporter at our works.
- n) BEML will not be interacting with any of authorities for any reasons. It is the responsibility of the transporter to liase with and obtain necessary clearance from concerned authorities, Puller, Trailer etc. BEML will not be responsible for the same. In this regard, BEML will not entertain any

Sign & Seal of Bidder/Contractor

	<p>unwarranted interactions with any Road transport authorities.</p> <p>o) It is the prime responsibility of the transporter to keep readily available of fitness certificate, road permit, Insurance & related documents & certificates as required under Motor Vehicle Act – 1989(as amended upto date) during transit.</p> <p>p) Vehicle size and load limitations shall be in accordance with all statutory requirements.</p> <p>q) Transporter shall make all arrangements and assume full responsibility for transportation to Chennai port and back. Procedures for access to and from the site shall be coordinated by the transporter with the relevant authorities.</p>
31. Packing	Packing through Tarpaulin that must be clean, scratch proof & water proof material and Sea worthy.
32. Mobile Crane:	<p>Single crane of minimum capacity 140 TONS. Copy of the certificate evidencing the capacity of the crane should be submitted along with the technical bid. Also, the same should be available with the concerned personal during positioning of trailers at BEML Ltd, & to be produced as and when required.</p> <p>The above details are to be spelt-out clearly in the technical bid</p>
33. Transit safety of goods	<p>It shall be the responsibility of the transporter to ensure the safety and security of the goods to the satisfaction of BEML entrusted to them for carriage and to affect the delivery to the designated consignee/s in the same sound condition handed over by BEML and within the time prescribed. The transporters shall be liable to pay for any loss or damage on account of non-delivery of the Metro Cars.</p> <p>Goods loaded in the vehicles should adequately & fully protected by covering it properly. The transporter will take all necessary steps to prevent loss, damage or deterioration of the Metro Cars while in his custody and he will be liable to make good any loss due to theft, pilferage or non-delivery as also any damage caused due to this failure. Any destruction, loss, damage caused to the Metro Cars entrusted to the transporter for transportation, be it due to whatever reason, shall be made good by the transporter to BEML LTD.</p> <p>BEML LTD's decision will be final where the materials transported are damaged and the amount of compensation payable in such cases shall be as determined by BEML LTD, for the value of such damaged, lost item. The extent of damages, loss shall be paid by the transporter by crossed Demand Draft to BEML LTD while submitting bill.</p> <p>Further, the transporter shall be held as trustee of the Metro Cars entrusted to him for transportation and accountable therefore accordingly. Transporter is responsible for safe & sound delivery of equipment at assigned site and should the transporter's vehicle meet with an accident causing loss, damage, injury or</p>

Sign & Seal of Bidder/Contractor

	<p>death to his or other vehicles' property or people, the responsibility shall be entirely transporter's and transporter alone is responsible for settling all claims and or liabilities arising therefrom. BEML shall not be liable in any manner whatsoever.</p> <p>In case of any accident, the transporter shall take any and all necessary steps to protect the right of recovery in co-ordination with Insurance Surveyor, etc. Trailer carrying the equipment/consignment/items is not to be moved from the accident spot before the survey by the Insurance Company is done.</p> <p>Any claim made by BEML LTD arising under this contract to be settled mutually and paid by the transporter within fifteen days from the date of lodging claim and if there is any delay in settlement of claim interest at the rate of 20% per annum to be paid by transporter.</p>
34. Transit Insurance	<p>BEML insurance is only for the metro cars entrusted to the bidder.</p> <p>BEML insurance does not include transporters equipment's, accident to the vehicles, injuries sustained by any person or any third party during the transit owing to the negligence of the transporter or the people engaged by them.</p> <p>In case of any damage caused to metro cars, due to whatever reason, the transporter shall submit the damage certificate to BEML within 10 days of delivery of metro cars.</p> <p>Transporter shall submit report regarding any break down/accident while in transit immediately to shipping department of BEML LTD, Bangalore Complex. In case of any damages to metro cars entrusted to them, the transporter shall seek for immediate instructions from BEML to be taken in this regard.</p> <p>If the transporter fails to inform, seek instructions, BEML LTD, shall en-cash the Bank Guarantee in addition to termination of contract & other penalty.</p> <p>The transporter shall be solely responsible for compensation in case any accident and/or incident caused by mishandling or violation of safety regulation during loading, unloading & transit.</p>

Sign & Seal of Bidder/Contractor

<p>35. Safety Requirements</p>	<p>During the currency of the contract, the transporter shall be responsible for the safety of the persons and BEML LTD's property within the vicinity of the work. If there is any loss to BEML LTD due to negligence or fault of the Transporter or its employees or associates, the transporter shall compensate BEML LTD for such losses as assessed by BEML LTD.</p> <p>Transporter shall ensure that the vehicles used for transporting consignments are fully compliant with Emission norms & shall have the renewed emission certificate issued by a competent authority, if the earlier certificate has lapsed.</p> <p>Please note that in absence of the above certificates the subject vehicles will not be allowed to enter / park inside the factory premises /BEML Ltd, Bangalore Complex. This is mandatory requirement for ISO-14000, Environment Management System.</p> <p>The Transporter should provide to BEML Ltd at the time of loading of metro cars, the details of drivers valid Driving License & Accident free record of each driver & before executing the movement. The driver of the vehicle shall have the cell phone for easy communication with BEML & to know the status of the delivery then & there.</p>
<p>36. BEML LTD's Right of Alternate Vehicle Arrangement</p>	<p>BEML LTD reserves the right to use its own transport or the transport of other road transport contracts of its own choice and discretion during the tenure of this contract whenever required, particularly when the transporter is unable to quickly transport the metro car entrusted or when they fail to place the vehicles in time, then BEML will have right to transport the metro cars through any other agency at the sole risk & cost of the transporter. The risk purchase shall be invoked. The extra freight charges incurred in this regard will be recovered from the transporter bill apart from levy of penalty charges.</p> <p>On the failure of the transporter as stipulated above, BEML LTD also reserves the right to enter into parallel contracts with any other transporters.</p>
<p>37. Termination of Contract</p>	<p>The contract shall be terminated for breach of any or all of the terms & conditions of the tender enquiry & purchase order in addition to the following.</p> <p>If the performance of the transporter is not satisfactory, BEML LTD shall terminate the contract at any time by giving prior notice in writing, the period of notice being 15(fifteen) days.</p> <p>Should there be any default on the part of the transporter in the satisfactory implementation of the transport contract and if the performance continues to be unsatisfactory in spite of two written warnings, the transport contract is liable to be terminated without any further reference to the transporter at the absolute discretion of BEML LTD, in addition to the levy of penalty/recovery of extra expenses incurred of making alternate arrangements and Bank Guarantee will be encashed.</p>

Sign & Seal of Bidder/Contractor

<p>38. Transporters Responsibility /Liability: Independent Contractor:</p>	<p>The transporter shall always be regarded as an independent contractor for the carriage and their employees shall not at any time be regarded as the employee/s of BEML LTD.</p> <p>Further, BEML LTD shall neither be liable for any damage, loss of life or injury, if any caused to any person or property of any person/s by reason of any acts of omission, commission or negligence on the part of employee/s of the transporters nor shall BEML be liable for claims, if any, of the employees of the transporters under the Workman's Compensation Act or any other enactment. The transporters shall always keep BEML LTD fully indemnified against any or all such claims if any, of their employees or others against BEML LTD.</p> <p>The Company (BEML LTD) shall not be liable for any action direct or indirect that may be instituted by any person or body or body of persons or Government against the transporters in connection with the carriage of goods of BEML LTD entrusted to them for transport, or any consequent liability, and the transporters shall keep the company (BEML LTD,) duly indemnified in this regard.</p> <p>The transporter shall be responsible to BEML LTD for proper behavior of their personnel whilst they are in BEML LTD premises. Vehicles and personnel of the transporter entering the BEML LTD premises will be subject to scrutiny, check and other rules framed by BEML LTD. Transporter shall also ensure good behavior with BEML LTD, customers at the time of delivery of metro car at final destination.</p>
<p>39. Transporter's Compliance To Govt. Laws</p>	<p>The transporter shall comply with & discharge all liabilities towards the labour employed under the provision of various enactments such as Contract Labour (Regulation & Abolition) Act 1971 and Contract Labour (Regulation & Abolition) Karnataka Rules 1974 etc. and also the provisions of all other laws such as Industrial Disputes Act, Factories Act, Employees State Insurance Act, Employees Provident Fund Act, Gratuity Act, Workmen Compensation Act etc. as may be applicable to the transporter and shall keep BEML LTD fully indemnified and harmless at all times in respect of breaches, of any of the said laws on the part of the transporter and or any other account.</p> <p>The transporter shall hold BEML LTD harmless and indemnified against all claims for damages (inclusive of all legal costs in connection herewith) whether arising in consequences of personnel injury or death (irrespective of whether such claims arises in accordance with the provisions of the latest Workmen's Compensation Act or any other law in force) or to any other property by accident, negligence or otherwise arising out of and in the course of execution of the contract. If any amount is made payable by BEML LTD the same shall be recovered out of any of the amounts due to the transporter.</p> <p>BEML LTD shall not be liable for any action direct or indirect that may be instituted by any person or body of persons or Government against the transporters in connection with the carriage of BEML LTD's Metro Cars entrusted to them for transportation or any consequent liability and the transporters shall keep BEML LTD fully indemnified in that behalf.</p>

Sign & Seal of Bidder/Contractor

<p>40. Lifting, Loading & Unloading Arrangement:</p>	<ul style="list-style-type: none"> b) Position the lifting Beam under the front & Rear Bogie carefully. c) Place the Bogie Stopper on the lifting beam to align center of Bogie. d) Insert Wood Blocks under Side Frame center of Bogie. e) Attach the lifting Spreader to the Cranes hook & check whether upper part of wire rope is twisted with Cranes Hook. Locate Cranes hook at the center over the Car. f) Descend the lifting Spreader slowly & carefully. Use extra ropes that are attached to the lower end of wire rope to protect scratches on the Cars. g) Fix the lower wire rope of lifting spreader Assy in wire rope hanger of lifting beam. <p>*M-Car should minimise the droop of Carbody, using shackle & round sling on the opposite side of the droop part which is caused by declination of the weight.</p> <ul style="list-style-type: none"> h) Transporter must setup a signal communication between signalman & Crane driver and must follow the rule on set-up method, location of Crane on the ground etc. i) Make sure that Cranes hook is located over the center of the Car. If not, you must move the Spreader to the center of the car in order to avoid leaning of Car to one side, which is very dangerous. j) Raise the Cranes hook slowly & carefully and simultaneously monitor lower part wire rope is attached to lifting beam. k) Ensure wire rope attached to lifting spreader is tight to protect Carbody from rolling and avoid force pulling the rope which may lead to lean to one side. l) Position the trailer under the car when in lifted condition. m) Descend the Car slowly on the skid pallet placed over the Trailer and fix the Bogie to the Skid pallet and load the car on the Trailer. n) Remove the wire rope attached to lifting beam, lift the spreader ensuring ropes are protected to avoid scratches on the Cars and turn the crane arm for the next stage followed by stoppers & lifting beam. o) Cover the Car with using Tarpaulin which should be scratch & water proof. p) Standard methods to be adopted for Transportation & lashing of cars. q) Transportation of Metro Cars should be escorted to avoid accidents, damages, thefts etc. r) Follow the same methods for lifting & unload the car. Ensure whether the direction is correct when unloading the car on the rail.
----------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Sign & Seal of Bidder/Contractor

<p>41. General Safety Compliance:</p>	<ul style="list-style-type: none"> a) Transporters must dispose site-overseers on site, where it is related to lifting and all of the workers have to under supervision. b) Removal of obstacles of no use around the loading site. c) Unauthorised persons who are not related to lifting should not access the site with the exception of main worker and if necessary provide setup guideline (or) safety fence for control. d) Arrange enough illuminators that can provide luminosity that can figure out objects in the dark when lifting of Metro Cars in late hours. e) Persons should follow the instructions who is in-charge of the activity when situations can't figure out whether to continue work or rough weather such as pouring rains etc under due approval from BEML management. f) Supervisors must instruct all the workers and related persons in method of working & safety. g) All workers & related persons must put on safety devices on site. h) Safety working required must be positioned on proper location around the lifting site to protect accidents. i) Ensure the overall inspection, supervision, security & protection during the entire activity. j) Manage all permissions, statutory requirements with concerned Govt. Authorities to carryout entire scope of work. k) Ensure availability of required statutory certificates/documents for mobile crane, Vehicle & Trailer registration, valid permits, driving license for the driver, permit/competency certificate for crane & crane operators. Insurance for vehicle, Trailer along with the driver, operators/persons involved during loading, transportation & unloading of Metro Cars. l) All the documents to be produced as & when required by BEML/Concerned authority.
<p>42. Land transportation of Metro car in USA</p>	<p>Land transportation of Metro Car to testing facility located at Elmira, New York. The unloading to be done through trailer having Ramp facility.</p>
<p>43. Observance of local laws in Abroad</p>	<p>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</p>

Sign & Seal of Bidder/Contractor

	procedures framed by concerned Authorities and Insurance Authorities etc. for Road transport.
PART- B: TERMS & CONDITIONS RELATED TO SEA TRANSPORT OF METRO CAR FROM CHENNAI SEA PORT TO USA SEA PORT AND VICE VERSA:	
44. Address & Contact details of the firm	CETEST, USA
45. Terms of Dispatch:	DDP & Ex works – CETEST, USA
46. Port of Loading/Unloading in India	Chennai Sea Port/Ennore Port
47. Port of Loading/ Un Loading in USA	Any nearest USA Sea Port
48. Container Requirement	RO-RO / Lift on – Lift off vessel
49. General instructions	<p>a. 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.</p> <p>b. 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.</p> <p>c. Take all necessary permission from relevant agencies at all ports for carting of containers without any involvement of BEML.</p> <p>d. Insurance of the cargo up to discharge port shall be arranged by BEML. However, the contractor to ensure:</p> <p style="padding-left: 40px;">i. Lodging of first information to the underwriters and the other parties to protect BEML 's claim as required.</p> <p style="padding-left: 40px;">ii. Immediate forwarding of information as required enabling us for lodging the claim with the underwriters.</p> <p style="padding-left: 40px;">iii. Coordinate with the Insurance company for survey etc.</p> <p style="padding-left: 40px;">iv. 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.</p> <p>e. The above-mentioned scope of work is not exhaustive and bidder has to perform any other necessary task to enable Import of goods.</p>
50. Demurrages:	<p>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.</p> <p>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</p>

Sign & Seal of Bidder/Contractor

	of required documents or errors in the same will be recoverable from them
51. 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
52. Factors in Sea freight charges	<p>The Sea freight component in the Quoted price shall include the following components, but not limited to:</p> <ol style="list-style-type: none"> 1. Basic Freight. 2. Delivery Order Fee 3. Lift on / Lift of or as applicable equipment 4. Container cleaning charges. 5. Survey fee 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. <p>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.</p>
53. ESSENTIAL CONDITIONS	<ol style="list-style-type: none"> 1. Coordination with the Port Authorities and required permissions for berthing at all the load ports and the USA port shall be arranged by the Carrier/Agent/Successful bidder without involving BEML. 2. Successful bidder shall arrange to inform the authorities in USA port well in advance for berthing arrangements for the vessel at its own cost and risk. 3. All taxes, charges and dues of vessel if any on account of execution of this contract shall be on Successful bidder's account both at CHENNAI port and at the USA port. 4. Bill of lading to be released within 48 hours from the date of sailing.

Sign & Seal of Bidder/Contractor

	<ol style="list-style-type: none"> 5. In case of failure to place the vessel for lifting cargo as per the laycan by the successful bidder and if BEML cargo is ready at wharf or trailers waiting to be loaded, consequent detention charges, additional demurrages and any other associated charges including penal demurrage charges of port trust (consequent to the delay) shall be recovered from the successful bidder. 6. BEML shall not be responsible for any berthing delays at load port/discharge ports. 7. List of associates in respective country must be provided to enable BEML to incorporate in their Purchase Order 8. Shipping through direct vessels is preferred. Shipping lines to provide complete route details. 9. The Sailing Schedule of the Vessel should be sent regularly to EMAIL id's: rmw@beml.co.in and rm@beml.co.in.
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Part C: TERMS & CONDITIONS RELATED TO IMPORT / EXPORT CUSTOMS CLEARANCE:

54. General instructions	<ol style="list-style-type: none"> 1. Coordination and required permissions from port authorities with the Port Authorities for C&F shall be arranged by the Successful bidder without involving BEML 2. The rates quoted should be inclusive of all following elements involved in the operation (Indicative only), but not limited to <ol style="list-style-type: none"> 1. Customs Clearance 2. Fumigation 3. Cartage Charges 4. BL Charges 5. DDP Charges 6. Consumption Tax 7. Import Tax - 8. Inspection Fee <p>All charges incurring by the bidder for Import/Export clearance should be included in the quote & no extra charges shall be entertained after completion of the contract.</p>
---------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Sign & Seal of Bidder/Contractor

ANNEXURE - IV

COMMERCIAL BID SUBMISSION CONDITIONS

- a. The bidders are required to enter the prices for all the items listed at **table** in the 'Item Data' only in SRM System.
- b. The 'Price bids' of only those bidders who are qualified in technical evaluation by technical committee, shall be opened.
- c. The date and time of opening of price bids will be conveyed to all the technically qualified bidders.
- d. The bidders are required to enter the price for all the items listed in the 'Item Data' only in SRM System.
- e. Bidder should enter the price only in the 'Empty' box provided below the 'Price' column in Item Data.
- f. The bidder should not change any field in the 'Item Data' like 'Quantity' and 'Price Per Unit' field in SRM System.
- g. The bidders shall enter 'Item Wise' remarks under 'Bidders Remarks', if any.
- h. While quoting its rates, the bidder is advised to consider all factors, including any fluctuations in the market rates, etc. No request for revision of rates will be entertained on any account after acceptance of the offer or during the currency of contract.
- i. In case Bidder is not quoting for all activities, then their offer shall be rejected.
- j. L1 party who fulfills the tender conditions will be considered as Successful bidder.
- k. The following details are to be entered in the Item Data in the SRM system:

Table

Sl. No	Description	Qty	UOM	Amount in (Rs.) (excluding GST)
<u>Movement of Metro car from BEML Ltd, Bangalore complex to CETEST facility, USA AND VICE VERSA:</u>				
1	Inland transportation of One No. Completely built Metro Car by Road from BEML Ltd, Bangalore complex to Chennai Sea port.	1	AU	Price to be quoted in USD / INR
2	OCEAN FREIGHT CHARGES through Ro-Ro / Lift On-Lift off vessel from CHENNAI/ENNORE PORT TO USA Sea PORT including C&F / Port Activities at Chennai Port (covers all charges including customs clearance, port clearance charges, port handling, port wharfage etc)	294	CBM	Price to be quoted in USD / INR
3	Inland transportation charges by Road from USA Sea port to Testing Facility (Covers all charges including NECESSARY ROAD PERMITS, LOCAL	1	AU	Price to be quoted in USD / INR

Sign & Seal of Bidder/Contractor

	POLICE CLEARANCE AND OTHER PERMISSIONS/STATUTORY CHARGES, IF APPLICABLE AS PER USA LAW)			
4	Road Transportation of One No. Completely built Metro Car from CETEST works to USA Sea port.	1	AU	Price to be quoted in USD / INR
5	OCEAN FREIGHT CHARGES through Ro-Ro / Lift On-Lift off vessel from USA Sea PORT to Chennai Sea port including C&F / Port Activities at USA Port (covers all charges including customs clearance, port clearance charges, port handling, port wharfage)	294	CBM	Price to be quoted in USD / INR
6	Inland transportation charges by Road from Chennai Sea port to BEML Ltd, Bangalore complex (Covers all charges including NECESSARY ROAD PERMITS, LOCAL POLICE CLEARANCE AND OTHER PERMISSIONS/STATUTORY CHARGES, IF APPLICABLE AS PER Indian LAW)	1	AU	Price to be quoted in USD / INR

IMPORTANT NOTE:

- a) The rates quoted in USD will be converted in INR by considering exchange rate (CBEC notification) as on tender opening date to arrive at L1 status.
- b) While releasing payment for US Dollar (USD) (ocean freight and Inland Transportation) amount, BEML will consider SBI TT selling rate prevailing on Bill of lading for Ocean freight and date of receipt at designated place for inland transportation.
- a. **L1 will be determined based on Grand Total of above Table ONLY.** Extended value will be considered for arriving L1.
- b. The bidder whose offer is Lowest will be considered as L1.
- c. **The bidder should hold the quoted price for the shipment until July '2022 (approx.)**
- d. GST charges **applicable** in India will be paid by BEML at actuals.
- e. Bidder has to quote for all the line items. In case Bidder is not quoting for all the line items in price bid, then their offer shall be rejected.
- f. No Weightage /preference will be given for any specific /particular activity.
- g. After technical evaluation, price bid will be opened for technically qualified bidders.

Sign & Seal of Bidder/Contractor

Reverse Auction Procedure:

- a. **Reverse auction shall be conducted for Grand total of Table -1. However, break up to be provided by the L-1 bidder after completion of reverse auction event.**
- b. Firms to quote in two bid system i.e technical and commercial bid.
- c. BEML reserves the right to conduct reverse auction, if required.
- d. If reverse auction is conducted then the start bid price for reverse auction shall be lesser than or equal to the quote in commercial bid.
- e. On completion of reverse auction, the commercial bid of technically acceptable vendors would be opened in SRM portal to verify the start bid price in reverse auction is equal or less than the commercial bid.
- f. In case it is noticed that the start bid price is more than the commercial bid then the vendor will not be considered for further commercial evaluation.
- g. In case the technically accepted vendor is not participating in reverse auction then the commercial bid of the firm would not be opened.
- h. Reverse auction will be carried out among techno commercially qualified bidders. Bid decrement is Rs 5000/-.
- i. Start bid price should be equal or less than the quoted price in SRM. Price bid in SRM will be opened on conclusion of e-reverse auction.

If L1 price after conclusion of e-reverse auction is not reasonable, further negotiation if required will be carried out.

GST should not be included in the bid price. GST as applicable will be considered extra & TDS as applicable will be deducted at the time of payment.

Sign & Seal of Bidder/Contractor

ANNEXURE-V

Tentative Delivery Schedule

1. Pick up of Metro Car at BEML Ltd, Bangalore complex – During December 2021.
2. Sea Shipment of Metro car from Chennai to USA Port– 60 days.
3. Arrival at USA Sea port- By 4th Week of Feb'2022
4. Road Transportation to testing facility, USA- Feb / March 2022.
5. Period of testing at Testing facility, USA – 5 weeks (approx.)
6. Pick up of Metro Car at CETEST, USA – April'2022
7. Sea Shipment of Metro car from USA to Chennai Port– 60 days.
8. Arrival at Chennai Sea port– By 4th Week of June'2022
9. Arrival at BEML Ltd., Bangalore – By 4th Week of July'2022

The above referred schedule is tentative; the confirmed delivery schedule will be informed later.

Sign & Seal of Bidder/Contractor

ANNEXURE-A

PERFORMANCE BANK GUARANTEE

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

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

M/s(Name of the Transport Contractor) having their office atand its Registered office at(hereinafter called the contractor) has entered into an agreement No:..... (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned transport of Metro cars on the terms and conditions in the said agreement.

In terms of the said agreement the Transporter is required to and has agreed to furnish to the company a Bank Guarantee for a sum of 10% of the Contract value i.e, Rs.----- (Rupees .----- only) towards security for the due and faithful performance of the terms of the said agreement and against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said Transporter of any of the terms or conditions contained in the said agreement.

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

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor's failure to perform the said agreement. Any such demand made on the Bank by the company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto **xx/xx/xxxx (date)** or the extended period if any. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees ----- only). Any change or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee. We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that

Sign & Seal of Bidder/Contractor

the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

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

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

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

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

The validity of Bank Guarantee shall be upto 6 months from the date of contract i.e, till-----The Bank guarantee shall remain valid for the period of 3 months after expiry of contract i.e, till -----upto which the contractor is obliged for due performance of the said Agreement/Contract/Order. Notwithstanding any thing contained herein above our liability under this Guarantee is limited to Rs. -----(Rupees ----- only) in aggregate and it shall remain in full force upto **xx/xx/xxxx (date)**. Any claim under this Guarantee must be received by us on or before **xx/xx/xxxx (date)** or the extended period and if no such claim is received by us within **xx/xx/xxxx (date)** or the extended period. Company's right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date :

Place :

Sign & Seal of Bidder/Contractor

ANNEXURE- B

COMPLIANCE TO GENERAL TERMS & CONDITIONS : Bidder to fill, sign, Stamp & upload under technical bid of SRM portal:

Sl.No	Clause	Complied	Not Complied	Remarks
1	Contract Period			
2	Metro Car Specifications & Scope of Work			
3	Scope of Work			
4	Delivery schedules			
5	Validity of Tender			
6	Enchashment of Bank Guarantee			
7	Payment terms			
8	Time Schedule & Penalty for delayed Delivery			
9	Performance Bank Guarantee			
10	Compliance to Reverse auction procedure			
11	Bill Processing			
12	Income tax deduction			
13	Acceptance of Order			
14	Period of Contract			
15	Division of Patronage			
16	Subcontracting of Business			
17	BEML Ltd's Limitation of Liability			
18	Force Majeure			
19	Arbitration			
20	Jurisdiction			
21	Fall Clause			
22	Right of BEML			
23	Tender Rejection			
24	Risk Purchase Clause			
25	Confidentiality			
26	Bribes & Gifts			
27	Liabilities			

Compliance to Part A of General Terms & Conditions – ROAD Transport

Sl.No	Clause	Complied	Not Complied	Remarks
28	Route Survey & Unloading Plan			
29	MORTH			

Sign & Seal of Bidder/Contractor

30	Special Note			
31	Packing			
32	Mobile Crane			
33	Transit safety of Goods			
34	Transit Insurance			
35	Safety Requirements			
36	BEML Ltd's Right of alternate vehicle Arrangement			
37	Termination of Contract			
38	Transporter's responsibility /Liability: Independent Contractor			
39	Transporter's compliance to Government laws			
40	Lifting, Loading & Unloading arrangement			
41	General Safety Compliance			
42	Local Transportation of Metro car in USA			
43	Observance of local laws in USA for Road transport			
Compliance to Part B of General Terms & Conditions – SEA Transport				
Sl.No	Clause	Complied	Not Complied	Remarks
44	Address & Contact details of the firm			
45	Terms of Dispatch			
46	Port of Loading / Unlaoding in India			
47	Port of Loading/ Unloading in USA			
48	Container Requirement			
49	General Instructions			
50	Demurrages			
51	Observance of Local laws in India & Abroad			
52	Factors in Sea Freight Charges			
53	Essential Conditions			
Compliance to Part C of General Terms & Conditions – CUSTOMS CLEARANCE				
Sl.No	Clause	Complied	Not Complied	Remarks
54	General Instructions			

Sign & Seal of Bidder/Contractor

ANNEXURE -C

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

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

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

Sign & Seal of Bidder/Contractor

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 C1.
 - 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". Copy of the "Guidelines on Banning of business dealings" is as per Annexure C2.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award

Sign & Seal of Bidder/Contractor

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.

Sign & Seal of Bidder/Contractor

- (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.

Sign & Seal of Bidder/Contractor

- (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:		Witness 1:	
(Name & Address)	-----	(Name & Address)	-----
	-----		-----
	-----		-----
	-----		-----
Witness 2:		Witness2:	
(Name & Address)	-----	(Name & Address)	-----

Sign & Seal of Bidder/Contractor

Annexure C1

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

Sign & Seal of Bidder/Contractor

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.

-----X-----

Sign & Seal of Bidder/Contractor

ANNEXURE -C2**GUIDELINES ON BANNING OF BUSINESS DEALINGS****a. Introduction**

i. BEML Ltd, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. BEML LTD without compromising its commercial interests deals with agencies, who have a very high degree of integrity, commitments and sincerity in its day to day operations. It is not in the interest of BEML LTD to deal with agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on BEML LTD to observe principles of natural justice before banning / blacklisting the business dealings with any Entity.

ii. Since banning of business firms involves civil consequences for an Entity concerned, it is essential that adequate opportunity of hearing is provided and the explanation, if tendered is considered before passing any order in this regard keeping in view the facts and circumstances of the Case.

b. Scope

i. "The General Terms & Conditions(GTC) applicable to Contracts and Purchase Orders" generally provide that BEML LTD reserves its rights to ban from list of approved suppliers /contractors or to ban business dealings if any Entity has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GTC, the same may be incorporated.

ii. However, absence of such a clause does not in any way restrict the right of Company (BEML LTD) to take action / decision under these guidelines in appropriate cases.

iii. The procedure of (i) Removal of Entity from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with agencies, has been laid down in these guidelines.

iv. These guidelines apply to all the Divisions and subsidiaries of BEML LTD.

v. It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Entity due to its poor / inadequate performance or for any other reason.

vi. The banning shall be with prospective effect, i.e., future business dealings.

1.1 DEFINITIONS

In these Guidelines, unless the context otherwise requires:

a. Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, but not limited to a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor Supplier /Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Entity'.

b. 'Inter-connected Entity' shall mean two or more companies having any of the following features:

- i. If one is a subsidiary of the other.
- ii. If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
- iii. If management is common;
- iii. If one owns or controls the other in any manner;

c. 'Competent Authority' and 'Appellate Authority' shall mean the following:

i. For procurement of items / award of contracts, being carried out by Divisions,Head of Corporate Materials shall be the "Competent Authority" and CMD, BEML LTD shall be the "Appellate Authority".

ii. For banning of business dealings with Foreign Suppliers BEML LTD Functional Directors' Committee (BDC) excluding CMD shall be the 'Competent Authority'.The Appeal against the Order passed by BDC, shall lie with CMD, as First Appellate Authority.

iii. In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach BEML LTD Board as Second Appellate Authority.

d. For Divisions (including Marketing) only

Any officer not below the rank of Chief of Division/ Chief of Marketing appointed or nominated by the Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. The Functional Director of the concerned Business under which the Division falls shall be the 'Appellate Authority' in all such cases.

e. For Corporate Office only

For procurement of items / award of contracts, being carried out by Corporate Materials for use of all Divisions. Head of Corporate Materials shall be the "Competent Authority" and CMD, BEML LTD shall be the "Appellate Authority".

f. CMD, BEML LTD shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any Authority under these guidelines.

g. 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Entity and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

h. 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers/ Customers /Bidders / Tenderers shall mean and include list of approved /registered Agencies - Parties/ Contractors / Suppliers / Purchasers /Customers /Bidders/ Tenderers, etc.

1.2 INITIATION OF BANNING / SUSPENSION

Action for banning / suspension business dealings with any Entity shall be initiated by the/ department having business dealings with them after noticing the irregularities or misconduct on their part. The show cause notice to be issued with the coordination of legal department for initiating the action for banning / suspension business dealings with any Entity shall be sent to CVO for information.

1.3 SUSPENSION OF BUSINESS DEALINGS

a. If the conduct of any Entity dealing with BEML LTD is under investigation by any department (except Foreign Suppliers), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Entity. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Entity. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same shall be specifically stated in the order. The Suspension order shall be sent to CVO for information after issued to the Entity.

The order of suspension would operate for a period not more than six months and may be communicated to the Entity as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

b. The order of suspension shall be communicated to all Departmental Heads within the Divisions. During the period of suspension, no business dealing may be held with the Entity.

c. As far as possible, the existing contract(s) with the Entity may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

d. If the gravity of the misconduct under investigation is very serious and it would not be in the interest of BEML LTD, as a whole, to deal with such an Entity pending investigation, the Competent Authority at Corporate Office may send his recommendation to Chief Vigilance Officer (CVO), BEML LTD for investigation along with the material available. If Corporate

Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Divisions and Subsidiaries of BEML LTD to have any dealings with the Entity concerned, an order suspending business dealings may be issued to all the Divisions by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Entity concerned. Such an order would operate for a period of six months from the date of issue.

1.4 For suspension of business dealings with Foreign Suppliers, following shall be the procedure:

a. Suspension of the foreign suppliers shall apply throughout the Company including Subsidiaries. If the gravity of the misconduct under investigation is very serious and it could not be in the interest of BEML Ltd as a whole to deal with such a foreign supplier ending investigation, the Competent Authority may send his recommendation to CVO EML Ltd for investigation along with the material available. Based on the above an order suspending business dealings may be issued to the foreign supplier by the competent Authority, copy of which may be endorsed to the divisions.

b. Effects of Suspension on Business dealings with an entity:

i. An order of Suspension of business dealings with an entity shall result in immediate ineligibility of the entity, from participating in future bids for a specified period with effect from the date of such order. No RFP will be issued to such an entity.

ii. Any on-going procurement process where L1 determination has not yet been done will be progressed after excluding the bid involving entity with which the business dealings are banned. In case there are only two bidders, one being the entity with which business dealings is banned; the procurement will be progressed as per extant provisions of BEML Purchase Manual after excluding such an entity.

iii. Any on-going procurement process where the lowest bidder involves an entity with which business dealings are banned, will be terminated and fresh procurement process, if required, may be initiated.

iv. Orders of suspension of business dealings with an entity may be extended to its allied firms by specific order of the competent Authority.

1.5 GROUND ON WHICH BANNING OF BUSINESS DEALINGS CAN BE INITIATED

It is not necessary to first suspend the business dealings with an entity* before initiating the proceedings for banning of business dealings with an entity. Entities: includes Companies, Trusts, Societies, as well as individual and their associations with whom BEML has entered into or intends to enter into, or could enter into contracts or agreements for the procurement of goods and services under BEML Purchase procedures. Banning of business dealings with an entity may be ordered by the competent Authority on acceptance of misconduct related to any of the grounds enumerated in paragraph i) (a) to (f) by the entity or establishment of such misconduct by a competent court/ tribunal/ Authority as follows:

a. The competent Authority may levy financial penalties and/or suspend/ban business dealings with an entity for one or more of the grounds listed below:

- i. Violation of Pre-contract Integrity Pact (PCIP) (where such PCIPs are entered into between the BEML Ltd and an entity)
 - ii. Resort to corrupt practices, unfair means and illegal activities during any stage of Bid/contract to secure a contract, even in cases where PCIP is not mandated.
 - iii. Violation of standard clause in the contract documents.
 - iv. If national security considerations so warrant.
 - v. Non-performance or under performance under the terms and conditions of the contract(s) or agreement(s) not covered in grounds listed in (i) to (iii) above in accordance with provisions in contract or agreement.
 - vi. Any other ground for which the competent Authority may determine that suspension or banning of business dealings with an entity shall be in public interest.
 - vii. Banning of business dealings with an entity may be ordered by the competent Authority on receipt of information regarding filing of charge sheet in the court of law by CBI or any other investigating Entity. (As per MoD ID No: 119/Vig.I/2012/D(Vig)/DDP dated: 13.02.2017)
- b. If the security consideration, including questions of loyalty of the Entity to the State, so warrants;
- c. If the Director / Owner of the Entity, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or BEML LTD, during the last five years;
- d. If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Entity have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.
- e. If the Entity continuously refuses to return / refund the dues of BEML LTD without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
- f. If the Entity employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence.
- g. If business dealings with the Entity have been banned by the Govt, or any other public sector enterprise.
- h. If the Entity has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;
- I If the Entity uses intimidation / threatening or brings undue outside pressure on the Company (BEML LTD) or its official in acceptance / performances of the job under the contract.
- j. If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations.

- k. Wilful indulgence by the Entity in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (BEML LTD) or not.
- l. Based on the findings of the investigation report of CBI / Police against the Entity for malafide / unlawfully acts or improper conduct on his part in matters relating to the Company (BEML LTD) or even otherwise.
- m. Established litigant nature of the Entity to derive undue benefit.
- n. Continued poor performance of the Entity in several contracts.
- o. If the Entity misuses the premises or facilities of the Company (BEML LTD), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

1.6 BANNING OF BUSINESS DEALINGS

- a. Normally, a decision to ban business dealings with any Entity shall apply throughout the Company including Subsidiaries. However, the Competent Authority of the Divisions except Corporate Office can impose such ban Division-wise only if in the particular case banning of business dealings by respective Division will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default to beyond the Division. Any ban imposed by Corporate Office shall be applicable across all Divisions of the Company including Subsidiaries. After effecting the ban, information to CVO shall be given.
- b. If the Competent Authority is prima-facie of view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 17.12 and an enquiry held accordingly. Information to CVO shall be given after issue of Show cause notice.

1.7 PROCEDURE FOR BANNING OF BUSINESS DEALINGS WITH FOREIGN SUPPLIERS.

- a. Banning of the agencies shall apply throughout the Company including Subsidiaries.
- b. If the competent Authority is the prima – facie of the view that action for banning business dealings with the foreign supplier is called for a show cause notice to be issued to the foreign supplier and enquiry held accordingly. Information to CVO shall be given after issue of show cause notice.
