

BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)
Mysore - Aerospace Division, Belavadi Post,
Mysore – 570018, Karnataka – 29
Phone: 0821-2402422, Fax: 0821-2402434

TENDER NOTICE

Bid Invitation No.: 6300033852

Date:- 17.08.2020

Sub: Tender for Road Transport Contract for Transportation of machined metal items in wooden box

Tender Closing Date & Time: 07/09/2020 & at 14.00 hrs

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

The scope of above transportation would be as follows:-

- a) **Transportation of machined metal items in wooden box, from M/s BEML Ltd, Mysore to M/s HAL Ltd, Bangalore and vice versa (Both collection & Delivery)**
- b) **Transportation of machined metal items in wooden box, from M/s BEML Ltd, Mysore to Industries at Peenya Industrial Area, Bangalore and vice versa (Both Collection & Delivery)**

All Corrigendum, addendum, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.in and CPP Portal only. Bidders should regularly visit BEML's websites to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.

TERMS & CONDITIONS

1. This tender is designated as the tender for Road Transport Contract for Transportation of machined metal items in wooden box by road as per scope given below for Carrying payload Capacity upto 1 MT for a period of 1 (one) year commencing from the date of award of contract.

The scope of above transportation would be as follows:-

- a. Transportation of machined metal items in wooden box, from M/s BEML Ltd, Mysore to M/s HAL Ltd, Bangalore and vice versa (Both collection & Delivery)
- b. Transportation of machined metal items in wooden box, from M/s BEML Ltd, Mysore to Industries at Peenya Industrial Area, Bangalore and vice versa (Both Collection & Delivery)

2. The tender consists of : -

Part I - Technical details through e-mode on BEML SRM System (Annexure – B)

Part II - Price Bid - through e-mode on BEML SRM System

3. This is a single bid and hence the firms have to submit the technical details and price details at the same time in the BEML SRM system. There will be no pre-bid meeting.
4. Technical details & Price Bid (Part I & Part II) are to be submitted through electronic mode in the BEML SRM system.
5. Transporters who are presently put on hold, suspended, de-listed, banned or blacklisted by BEML will not be eligible to participate.
6. This tender form is not transferable under any circumstance.
7. All entries in the tender document shall be in English either typed or written legibly in black or blue ink only. Over-writings are not permitted. All cancellations and insertions shall be duly signed / attested by the authorized person. All the documents should be uploaded in PDF format.
8. Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection.
9. The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.
10. Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.

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

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

Other Terms & Conditions :

- Any queries / clarification / information / details if required by the bidder, the same to be sent to e-mail addresses asmdmfg@beml.co.in / asmdqe@beml.co.in
- All Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.in and CPP Portal only. Bidders should regularly visit BEML's websites to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.
- Fax / email quotations are not acceptable.
- BEML reserves the right to accept or reject any bid without assigning any reasons thereof.
- Transporters shall ensure that Motor Vehicle Act 1989 (as amended upto date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents / certificates.
- Octroi and other levies, if any, in respect of destination stations shall be paid by the Transporter and claimed along with the freight charges duly supported by proper original receipts obtained from the authorities identifying the consignments. No other charges such as demurrage, retention, detention, loading / unloading, Hamali, storage charges, door collection, door delivery charges etc., will be paid by BEML under any circumstances. While accepting consignment for transportation, the Transporters should ensure that necessary documents for check post are collected so that consignments are not detained enroute. If a consignment is detained enroute by check post authorities due to insufficient documentation or any reason and penalty such as, advance tax, compound tax, etc is imposed such payments will have to be borne by the Transporters and consignment to be released and delivered in time and cost and consequences to any such detention on this account the Transporter would be liable to reimburse BEML Loading and Unloading of material within the premises of BEML is the responsibility of BEML and anywhere outside, it is the responsibility of the Transporter.
- Price Bid Validity: should be valid for 120 days (one hundred twenty days) from the date of tender opening.
- BEML's acceptance of the tender at the quoted / negotiated rates will be final and binding on the tenderer during the tenure of contract. Bidders are advised to consider all possible factors affecting fluctuations in the market rate, during the contract period. No request for revision of rates for any reasons whatsoever will be admitted during pendency of the contract.

PRICE BID

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

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

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

Determination of Lowest Tenderer (L1)

- In case Bidder is not quoting for all the activities in price bid, then their offer shall be rejected.
- **The lowest bidder for all the line items (Line item1 & Line item 2) will only be considered as L1.**
- **BEML shall have only one Transporter (L1) considering the total cost for all the line items (Line item1 & Line item 2) activity.**
- BEML reserves right to enter into contracts with more than one tenderer for the same route and /or any route and / or all routes for any combination of route or activity with equal distribution & decision of BEML is final and binding
- Tenderers are requested to make note that any unreasonable quote for particular line item will be straight away rejected without assigning any reason.
- BEML reserves right to accept or reject all tenders or any tender in part or full without assigning any reason.

Transit safety of goods

- It shall be the responsibility of the Transporter to ensure the safety and security of the consignment entrusted to him for carriage and to effect delivery to the designated consignee in the same sound condition in which it was handed over to him and within the prescribed time. The Transporter shall be liable to pay for any loss or damage on account of non-delivery/short delivery of the consignments.
- Transporter should furnish the monthly status report of undelivered / godown delivery consignments to BEML / Consignors without fail before 10th of every month for the previous month transaction.
- Goods loaded in the vehicles should be fully protected by covering it properly wherever required by the Transporter. The Transporter has to take necessary steps to prevent loss, damage or deterioration of the consignment while in his custody and he will be liable to make good any loss due to theft, pilferage or non-delivery as also any damage caused due to his failure. Any destruction / deterioration / loss / damage caused to the consignments entrusted to the Transporter for transportation, be it due to whatever reason, shall be made good by the Transporter to BEML. Further, the Transporter shall hold the goods entrusted to them for carriage as BAILEE and accountable thereof accordingly.

- The Transporter are liable for any loss or damage caused to BEML until the consignment is safely delivered. In case of short delivery/damages in transit, the Transporter should issue Certificates on their Letter Head to BEML at the time of affecting the delivery. In case of open delivery, the Transporter Representative should sign on the format of BEML, with their official seal which is a final document for settlement of claim by BEML's underwriters immediately and BEML's underwriters prefer the claim on the Transporter at a later date and it is binding on the part of the Transporter to settle the claim within a reasonable period.
- BEML's decision will be final where the materials transported are damaged and the amount of compensation payable in such cases as determined by BEML for the value of damaged / lost item is to be paid by crossed Demand Draft to BEML while submitting bill. Further, the Transporter shall be held as trustee of the consignment entrusted to him for transportation and accountable thereof accordingly. Transporter is responsible for safe delivery of consignments at assigned site and should the Transporter's vehicle meet with an accident causing loss, damage, injury or death to his or other vehicles' property or people the responsibility shall be entirely Transporter's and Transporter alone is responsible for settling all claims and or liabilities arising therefrom. Adequate and well protected warehousing facilities to handle bulk and heavy consignments at all Branches, if required to be ensured.

Deployment of Vehicle

- All consignments shall be lifted by the Transporter in the type of vehicle specified from BEML works viz: Bangalore/Mysore and delivered to the designated consignee specified. The Transporter shall contact the Stores Department, BEML, Bangalore/Mysore everyday and ascertain details of consignments and arrange for transportation of the same after obtaining necessary work order/loading slip.
- It shall be the responsibility of the Transporter to ensure the availability of the roadworthy vehicle as may be required by BEML Units.
- The Transporter will be responsible to provide vehicles either to BEML or their suppliers and deploy it in time frame within 24 hrs from receipt of intimation from BEML / Supplier.
- All vehicles reporting for loading at BEML, designated location (Unit) should report at Shipping/Stores Department by 09 AM positively.
- The Transporter should ensure that the vehicle will report to BEML RECEIVING SECTION for unloading between 7.30 AM and 2.00 PM. The company will not be responsible for delay in unloading/detention of the trucks, if reported after the specified time.
- While accepting consignment for transportation, the Transporters should ensure that necessary documents for checkpost are collected so that consignments are not detained enroute. If a consignment is detained enroute by checkpost authorities due to insufficient documentation or any reason and penalty such as, tax, compound tax, etc is imposed such payments will have to be borne by the Transporters and consignment to be released and delivered in time and any detention on this account the Transporter would be responsible.
- Each Item / case / package / wooden box should be marked invariably with the details such as GC NOTE NO., Number of Cases booked etc., so as to enable the concerned receiving stores to identify/account the item and accelerate the processing of the same.

- It shall be the responsibility of the Transporter to arrange road worthy to transport the consignments entrusted to him from time to time. The vehicles shall conform to the respective Government regulations, Motor Vehicle Rules and be fully licensed on that behalf.
- The vehicles should be positioned during day time only for loading. The vehicles will not be generally loaded after day time and on weekly holidays, factory holidays or on any other unforeseen holidays except under emergency/special circumstances. Detention charges of vehicles will not be admitted under any circumstances if the vehicles have to stay overnight before they are loaded.
- BEML also reserves the right to enter into parallel contracts with any other Transporter.
- Three copies of G.C.(Goods Consignment) Notes shall accompany the consignment.
- Transshipment of the consignment is permitted for all categories *subject to the provision of **GST** if any.*

Pick-up and Loading / Unloading

- All inward consignments shall be lifted by the Transporter from Harbour /Clearing Agent's Warehouse, Customer/ Supplier's works /Stock yards/Any other place etc. and in turn delivered to BEML RECEIVING STORES at Designated Location. Outward consignments shall similarly be lifted by the Transporter from BEML Shipping Departments and in turn delivered to the Customers/ Supplier's Warehouse.
- Intimation of delivery of equipment at destination and acknowledgement has to be submitted to BEML Mysore Complex within 7 days of delivery. Weekly report on progress of consignment movement while in transit to be submitted to BEML positively in writing.
- Transporter has to submit report regarding any break down/accident while in transit immediately to BEML, by Phone, Fax or e-mail and take immediate action as directed by BEML and on failure of action, Performance Bank Guarantee will be encashed in addition to termination of contract and other penalty.
- In case of any accident, the Transporter should protect the right of recovery by lodging FIR in coordination with insurance surveyor, etc. Vehicles carrying the equipment/consignment/items is not to be moved from the accident spot before the survey by the Insurance Company is done.

PENALTY CLAUSE

- If the Transporter fails to deliver the goods within the stipulated time, a penalty of Penalty of 5% per day of the total freight charges will be levied. Maximum penalty will be restricted to 50% of the total freight charges.
- Even if the goods are delayed en-route for any valid reasons beyond the Transporter control and the goods are not delivered at the destination within 30 days from the date of dispatch, the Transporter bill will not be paid.
- In addition to the above, any extra or consequential expenses incurred by BEML due to nonplacement of vehicle, shall be recovered from respective Transporters' outstanding bills. If the Transporter fails to provide the vehicles as required, BEML will have the right to

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

- In addition to the above, if BEML is levied Liquidated Damage (LD) charges by their customer *due to delay in delivery by Transporter*, then same amount shall be recovered to *the extent of delayed period on account of transportations* from transporter's outstanding bills.

Payment:

- The Transporter shall furnish a weekly statement in duplicate showing the position as on every Monday, indicating the details of Consignments received during the week and held in their warehouse for want of G.C. note/s.
- Bills for payment of freight charges shall be submitted separately for each consignment in TRIPLICATE, duly supported by original /consignee copy, with printed number on goods consignment note, duly acknowledged by the Consignee for safe and correct receipt of goods and marked to the attention of Chief of Stores, BEML designated unit, within 7 days from the date of delivery of goods and payment will be made within 30 days of submission of bills. The road permit wherever issued to the Transporter to be handed over to consignee and acknowledgement to be obtained and submitted along with bills for payment
- The Transporter shall be responsible to ensure collection of documents such as delivery challan, packing list, excise cum invoice (duplicate for Transporter Copy) pertaining to the consignments transported from BEML Vendors to avoid any problems en-route. All the above documents should be delivered along with the consignments.
- In the event of non-delivery of the GST invoice handed over by the Vendor along with the consignments, the GST amount will be recovered from the Transporter, if there is any loss of GST Credit to BEML. Besides a penalty of Rs.250.00 or 5% of actual freight per consignment whichever is higher will be recovered from the Transporter Bills.

Termination of Contract

- Should there be any default on the part of the Transporter in the satisfactory execution of the transport contract and if the performance continues to be unsatisfactory inspite of two written warnings, the transport contract is liable to be terminated without any further reference to the Transporter at the absolute discretion of BEML in addition to the levy of penalty / recovery of extra expenses incurred for making alternate arrangements and also the Performance Bank Guarantee will be en-cashed as per absolute discretion of Chief of Stores of Respective Division.
- Notwithstanding anything stated in this contract, the Chief of Stores of Respective Division will have the right to terminate the contract without notice and without assigning any reason, if he is of the opinion that the Transporter is negligent in rendering services in terms of this Contract or the services rendered are not satisfactory.
- Transporter shall ensure that the vehicles used for transporting consignments are fully compliant with Emission norms & to have the renewed certificate issued by a competent authority.

- Please note that in absence of the above certificates the subject vehicles will not be allowed to enter/ park inside the factory premises/ Division of BEML Ltd. This is mandatory requirement for ISO-14000, Environment Management System.
- The Transporter shall comply with / discharge all liabilities towards the labour employed under the provisions of various enactments such as latest applicable Contract Labour (Regulation and Abolition) Acts and Karnataka Rules etc., and also the provisions of all other laws such as Industrial Disputes Act, Factories Act, Employees State Insurance Act, Workmen Compensation Act, Employees Provident Fund Act, Gratuity Act., etc., as may be applicable to the Transporter and shall keep BEML fully indemnified and harmless at all times in respect of breaches, if any, of the said laws on the part of the Transporter and or on any other account.
- BEML shall not be liable for any action direct or indirect that may be instituted by any person or body of persons or Government against the Transporters in connection with the transportation of BEML's consignments entrusted to them for transportation or any consequent liability and the Transporters shall keep BEML fully indemnified in that behalf.
- The Transporter should provide the valid Driving License & Accident free record of each driver before taking up the BEML consignment for movement. The driver of the vehicle should have the cell phone for easy communication & to know the status of the delivery then & there.
- BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reason thereto, which is final & binding on the tenderer.

Annexure-A

TECHNICAL DETAILS

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

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

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

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

(A) Mandatory Clauses :-

Sl. No.	Particulars	To be Filled and documents to be uploaded in PDF format wherever required
1	Registration with the Indian Banker's Association.	Please upload self attested Photocopy of the Certificate which is in force.
2	Please upload duly signed with seal an "Undertaking letter" as a token of acceptance of all tender terms and conditions on Bidder's letter head as per Annexure-B	Please print the text as per Annexure-C on your letter head and upload the same duly signed with seal by the bidder along with witnesses name and signature.
3	The Organization / partner shall have a minimum three years of past experience from 01/04/2017 onwards with organizations of repute in transporting Engineering goods. Performance certificate(s) in support of three years of past experience from 01/04/2017 onwards for transportation to be issued by an authorized officer of the Institutions / Customers in their company letter head indicating clearly period of contract(s) and details of transportation work carried out in respect of Engineering goods. Period of contract(s) in performance Certificate(s) must cover 3 years of past experience from 01/04/2017 onwards. Certificate should be enclosed	Please upload Self Attested Performance certificate(s).

(B) Informative Clauses :-

Sl. No.	Particulars	To be Filled and documents to be uploaded in PDF format wherever required
1	Name of Transporter along with Complete address and Contact Nos.	<p>Please indicate</p> <p>Name:-----</p> <p>Address:-----</p> <p>-----</p> <p>-----</p> <p>Phone no.-----</p> <p>Contact Person name:-----</p> <p>Email Address:-----</p> <p>Mobile no.-----</p>
2	Constitution of Company i.e. (Proprietor/Partnership / Pvt. Ltd./ Limited/ Other)	<p>Please indicate nature of organization details</p> <p>-----</p> <p>and also upload self attested copy of Certificate of Incorporation / Registered Partnership Deed / proprietor certificate issued by Govt. Authority.</p>
3	Name and Contact Details of the management:	<p>Authorized persons for day to day operation. Any change, the transporter shall intimate the same</p> <p>Furnish Minimum 2 persons details.</p> <p>1) Name :-</p> <p>Designation</p> <p>Address :-</p> <p>-----</p> <p>Contact no.</p> <p>2) Name :-</p> <p>Designation</p> <p>Address :-</p> <p>-----</p> <p>Contact no.</p>
4	Income Tax PAN Number (Please furnish a copy of PAN card):	Upload self attested copy of PAN card.
5	Latest annual Income Tax returns filed and duly acknowledged by the IT department.	Upload self attested copy of Income Tax returns filed
6	Service tax Number (Please furnish a copy of Registration):	Upload self attested copy of Registration
7	Should a bidder or in the case of a firm or company of bidder's one or more of its partners shareholders/directors have a relation or relations employed in BEML, the authority inviting tender shall be informed of the fact along with the offer, failing this, BEML reserves the right to cancel the contract forthwith.	If relation or relations employed in BEML. Please declare with complete details and upload. If nothing is declared then it will be presumed that there is no relation / relations employed in BEML.

8	In case any person/persons, company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the letter head and upload.	If any litigations, arbitration cases between themselves and BEML Ltd, then please declare with complete details and upload. If nothing is declared then it will be presumed that there is no litigations, arbitration cases. If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract forthwith.
9	Authorized signatory for the tender shall be the person holding Authorization Letter from Company' on behalf of the firm/company/bidder concerned who is authorized/ empowered to act on behalf for the specific purpose and same to be uploaded. The authorization letter to be issued in Company's letter head duly certified by Competent Authority.	Authorization Letter to be uploaded

I/We certify that to the best of my / our knowledge, the particulars furnished above are true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

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

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions and accept the same in to-to.

Place:

Date:

(Signature of the Bidder)
Full name with seal

Witness: (Name with signature)

1)

2)

Annexure B

(To be printed on Bidder's letter Head)

To,
The Dy. General Manager
Aerospace Division (ASMD)
BEML Ltd.,
Belavadi Post,
Mysore – 570 018

Sub:- Undertaking with respect to **Bid Invitation 6300033852**

Dear Sir,

I/We certify that to the best of my / our knowledge, the particulars furnished by us against the tender are true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions along with its **Corrigenda, addenda, Amendments, Clarifications etc if any to Tender** and accept the same in to-to. As a token of acceptance, I / We have signed and affixed seal on each and every page of tender document **and all Corrigenda, addenda, Amendments, Clarifications etc if any to Tender and** same is uploaded on BEML SRM System.

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

Place:

Date:

(Signature of the Bidder)
Full name with seal

Witness: (Name with signature)

1)

2)

Annexure-C

Sl. No.	Payload (MT)	Description	Apprx. Weight (kg) – for 1 year	Unit	Rate in Rs
a) Transportation of machined metal items in wooden box, from M/s BEML Ltd, Mysore to M/s HAL Ltd, Bangalore and vice versa (Both collection & Delivery)					
b) Transportation of machined metal items in wooden box, from M/s BEML Ltd, Mysore to Industries at Peenya Industrial Area, Bangalore and vice versa (Both Collection & Delivery)					
1	Upto 1 MT	From BEML – Mysore to HAL or BEML, Bangalore	20000	Per KG	Please quote the rates against the respective items (Sl. Nos. 1 to 2) in 'Item Data' in the system.
2	Upto 1 MT	From BEML – Mysore to Peenya, Bangalore	30000	Per KG	

WITH OFFICIAL SEAL