

BEML LIMITED
(Formerly BHARAT EARTH MOVERS 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: 6300034024

Dt: 28.08.2020

Subject: Transportation of 504 Nos of Completely built Metro Cars from BEML Ltd, Bangalore complex to Designated Depot at Mumbai through hydraulic trailers by Road.

Tender closing date & time:22.09.2020 @14.00 hrs

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

- **Pre-Qualification Bid through Post/Courier (Manual mode)-EMD & Integrity pact**
- **Technical Bid through BEML SRM Portal (E-mode)**
- **Commercial Bid through Reverse Auction (E-mode) – Techno commercially qualified bidders only are eligible to participate in reverse auction.**

BEML LIMITED invites tenders from reputed Transporters having experience in movement of **completely built metro cars through hydraulic trailers by Road** for transportation of 504 Nos of Completely built Metro Cars from BEML Ltd, Bangalore complex to Designated Depot at Mumbai in accordance with the enclosed terms and conditions by the due date mentioned above.

All Corrigenda, Addenda, Amendments, Clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.in only.

Bidders should regularly visit BEML's website to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.

Enclosure : As above.

Note: - The tender consists of 73 No. of pages including this page.

Bidders will be able to view the technical compliance sheets of the competitor after the technical bid opening is done.

Sign & Seal of Bidder/Contractor

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Enclosure to Bid Invitation No: 6300034024**General Instructions to Bidders:**

1. This tender is designated as the tender for **Transportation of Complete Built Metro Cars through hydraulic trailers by Road** from BEML Ltd., Bangalore Complex, Bangalore to Designated Depot at **Mumbai** for the period specified in this RFQ.
 - 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 tenders corrections shall render offers of such parties indulging in such activities are 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

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

- 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 each and 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/ Ms.Anitha)
- **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 **website www.bemlindia.in only**. Bidders should regularly visit BEML's websites to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.
- Fax/email quotations are not acceptable.

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- BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder.

2. The tender consists of three parts : -

Sl. No	Nature of Bid	Mode of Submission	RFQ
1	Pre-Qualification Bid	Manual Mode (Post/Courier)	Pre-Qualification Criteria as per Annexure - I
2	Technical Bid	E-mode (BEML SRM Platform - Bid)	Technical submission conditions as per Annexure - II
			Mandatory Clauses as per Annexure - III
			Informative Clauses as per Annexure - IV
			General terms & conditions as per Annexure – V 'A'
			Specific confirmations as per Annexure – V 'B'
3	Commercial Bid	E-mode (BEML SRM platform – Reverse Auction)	Commercial Bid Submission Condition as per Annexure -VI
4.	Reverse Auction with start bid	-do-	E-Reverse auction will be carried out among techno commercially qualified bidder as per Annexure-VI.

Bid Processing Key Dates

Sl. o	Details	Important Date & Time
1.	Last date for forwarding Queries if any, for clarification.	05.09.2020 @ 14:00 Hrs
2	Last date for submission of bid. Pre-Qualification Bid (i.e.EMD (Manual/online Mode) & Integrity pact (Manual mode)) & Technical and Commercial bid through e-mode in BEML SRM Portal	22.09.2020
4	Opening of Pre-Qualification Bid	22.09.2020 @ 15:00 Hrs
5	Opening of Technical Bid	22.09.2020 @ 15:00 Hrs

Note: Commercial Bids of those bidders whose prequalification and technical bids are accepted only will be opened after technical evaluation.

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

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Prebid meeting

Prebid meeting :- Due to Covid-19 Pandemic situation, Pre-bid meeting will be organized through Video Conference, interested bidders are advised to send the email to cmimp2@beml.co.in for the participation on or before 05.09.2020, 14.00 Hrs to share the video-conference link for Pre-Bid meeting scheduled on 08.09.2020 at 11.00 AM.

- Any queries/clarification/information/details if required by the bidder, the same to be sent to e-mail address : cmimp2@beml.co.in
- The queries will be accepted and entertained **upto 05.09.2020 @ 14.00 Hrs** to the pre- bid meeting, the decision of BEML on this will be final & binding.
- It is suggested that all the bidders should send queries & obtain all the clarifications before submitting the bids.
- Any modification of the Bidding documents which may become necessary as a result of the pre-bid queries, shall be made by BEML and the same will be hosted on BEML website.
- Clarifications to the bidders' queries and all Corrigenda, Addenda, Amendments, Clarifications etc if any to the tender, will be hosted on BEML website www.bemlindia.in only.
- Bidders should regularly visit BEML's websites to keep themselves updated.
- No separate advertisement shall be published in the News paper in this regard & no bidder will be individually/separately informed of the same.
- Before the dead-line for submission of Bids, BEML may modify the Bidding documents.
- All Corrigenda, Addenda, Amendments, Clarifications etc if any thus issued shall be part of the Bidding documents. Prospective Bidders shall sign the same with seal and upload as a part technical bid.

ANNEXURE – I**3.0 Pre-Qualification Criteria: (To be submitted manually) : EMD & Integrity pact****PRE-QUALIFICATION CONDITIONS** (To be submitted manually/online transfer) :

ALL THE BIDDERS INTENDING TO PARTICIPATE IN THE TENDER SHOULD FORWARD THE BELOW REQUISITES MANUALLY IN A SEALED COVER THROUGH FASTEST COURIER SUPERSCRIBING THE E-BID NUMBER ON THE TOP OF THE COVER THAT SHOULD REACH BEML, LTD WITHIN THE CLOSING DATE & TIME:

OR

ONLINE TRANSFER WITHIN THE CLOSING DATE & TIME:

3..1 EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE:

1. Every bidder shall deposit an amount of Rs. **23.50 Lakhs (Twenty Three lakhs forty six thousand only) (2% Annual Estimated Contract value (Annual contract value Approx.Rs.1172.64 Lakhs))** 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 commercial bank

(OR)

- (ii) An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in **Annexure-E** having a validity period of bid validity 120 Days + 45 days from the date of opening of Tender.

(OR)

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

Open the following link:

<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>

Read the terms & conditions, tick the acceptance box and click on Proceed.

In 'Select State' dropdown, select All India and click on the Go button.

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In 'Select Payment Category', select EMD/ Tender Fee.

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 23.50 Lakhs**.

3.2. 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 at ----- Division 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.....Division in this regard to be submitted as pre-qualification document.
 - a) Offers not accompanied by Earnest Money Deposit / EMD exemption letter as given above and for the amount as stipulated therein and for the stipulated period (in case of Bid guarantee) shall be summarily rejected.
 - b) The Earnest Money Deposit / Bid Guarantee 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.
 - c) No interest will be payable by the Purchaser on the EMD / Bid Guarantee.
 - d) The Earnest Money / Bid Guarantee deposited is liable to be forfeited (encashed in case of BG) if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.
 - e) Cheque and other mode of payment will not be accepted.

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- f) The Demand Draft must be sent through courier in a sealed cover & should reach BEML Soudha on or before the closing date & time of e-bid, failing which, the tender will be rejected. EMD will not bear any interest
- g) 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.
- h) For successful bidder/(s) who enters into contract with BEML, the EMD will be returned after receipt of performance bank guarantee for 10% of the annual Contract value after award of Contract.
- i) Likewise, if the tender is cancelled for what so ever reason, then EMD will be refunded to all the bidders without any interest.
- j) 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	

PRE-CONTRACT INTEGRITY PACT AGREEMENT :

- Tenderers who are interested to participate in this tender are required to enter into "Pre-Contract Integrity Pact".
- 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.
- 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.

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- The specimen of the Pre-Contract Integrity Pact agreement which is part of tender documents is enclosed at “Annexure –F” 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 – F” (or) Integrity Pact agreement received with any modification in the terms of the prescribed format at “Annexure – F” is liable for rejection at the discretion of BEML.

IMPORTANT NOTE to submit EMD & Integrity Pact

- Bidders to ensure submission of EMD and Integrity pact agreement as pre-qualification bid.
- The name & address of the bidder shall be written legibly on the left hand bottom corner of the envelopes.
- 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:

Closing date & Time: “

- 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,
Corporate Materials
BEML LTD,
BEML SOUDHA,
23/1, 4th Main, S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India

Alternatively it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore

- The “Pre-Qualification Bid” shall be opened at 14.30 hrs at BEML Soudha ,BEML Corporate office on the tender due date.

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- Technical bids meeting all the pre-qualification criteria alone shall be considered for evaluation.
- **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 (2) 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/ BG Verification/online transfer confirmation submitted towards EMD else their technical bids will be rejected.

ANNEXURE - II**TECHNICAL BID SUBMISSION CONDITIONS:****Technical Bid submission
Conditions**

TECHNICAL BID (Without Price/Price Details) shall be uploaded and submitted in the “Notes & Attachments” in the BEML SRM platform, wherein only technical Bid /technical information in BEML SRM platform shall be uploaded as indicated below:

1. Bidders are requested to refer **Annexure-III (MANDATORY CLAUSES)** enclosed at Pg No: 9 of this tender document & upload the documents duly signed & stamped in BEML SRM platform as specified therein.
2. Bidders are requested to refer **Annexure-IV (INFORMATIVE CLAUSES)** enclosed at Pg No: 11 of this tender document & upload the document/s duly filled, signed & stamped in BEML SRM along with the supporting documents as specified therein.
3. Bidders are requested to refer **Annexure-V ‘A’ (General Terms & Conditions)** and **Annexure-V ‘B’ (Specific Confirmations against General Terms & Conditions)** enclosed at Pg No: 12 to 23 of this tender document & upload the document/s duly filled, signed & stamped in BEML SRM along with the supporting documents as specified therein.
4. **Technical offers not complying / fulfilling any of the requirements as required against each point of Annexure-III will be rejected & disqualified without seeking further clarifications after opening the technical bid.**
5. **Bidders failing to upload the supporting documents as required against each point of Annexure-III in SRM**

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Platform will be rejected, disqualified without seeking further clarifications after opening the technical bid.

6. In case if information required to be submitted by the bidder under informative clauses-Annexure-IV & specific confirmations to General Terms & Conditions-Annexure-V 'B' of this tender are found missing after opening the technical bid, BEML Ltd may seek clarification and information as against documents stipulated under Annexure-IV & Annexure- V 'B' only.
7. 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 mandatory clauses (annexure-III). In this regard, no further correspondence shall be entertained & such bids shall be primarily rejected.

NOTE:

- BEML at its sole discretion reserves the right to seek the hard copies of the documents which are already been uploaded in SRM dispatch through Courier / post pertaining to mandatory clause of this tender enquiry at a later date if required.
- In such cases, only the documents uploaded in SRM platform has to be couriered at the request of BEML. Any irrelevant documents furnished through courier will not be considered for evaluation.

ANNEXURE -III**MANDATORY CLAUSES:**

NOTE: NON-COMPLIANCE OF ANY CLAUSE, OMISSION OF MANDATORY REQUIREMENTS AND NON-FURNISHING OF REQUIRED DOCUMENTS IN SRM PLATFORM AS PER MANDATORY CLAUSES SHALL BE LIABLE FOR REJECTION WITHOUT ANY PRIOR INFORMATION & SHALL LEAD TO DISQUALIFICATION.

For transporting metro cars, BEML LTD wishes to select transport contractors, who besides quoting competitive rates shall satisfy the following important criteria:

Sl. No	Technical Details
1.	<p>EXPERIENCE IN TRANSPORTATION OF MASS RAPID TRANSPORT SYSTEM (MRTS) / ENGINEERING EQUIPMENTS WHICH IS A OVER DIMENSIONAL CARGO (ODC) :</p> <p>Bidders should have experience in successful transportation of Mass Rapid Transport System / Engineering Equipments which is Over Dimensional Cargo with the minimum dimensions requirements as mentioned below:</p> <ul style="list-style-type: none"> • Length: 23160 mm • Width: 3200 mm • Height: 3958 mm • Weight: 44 MT <p>Such Experience shall include:</p> <ol style="list-style-type: none"> a) Experience in loading, lashing, safe movement/transportation of MRTS/ Engineering Equipments which is a ODC, unloading and door delivery within the stipulated time. b) Bidders should have transported minimum 25 numbers of MRTS / Engineering Equipments with minimum ODC dimensions indicated above during last 5 years c) Bidders those who have executed contract(s) of movement/transportation of MRTS / Engineering Equipments which is a ODC may be considered, provided, the documentary evidence as per the table mentioned below, in addition to the documents required as per mandatory clause is to be submitted. d) The dimension of the MRTS / Engineering equipment that should meet the minimum dimension requirement Length, Width, Height & Weight altogether. The Engineering Equipment that doesn't meet even any one of the minimum requirement dimension of Length (or) Width (or) Height (or) Weight, shall not be considered as required experience.

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The details of transport experience meeting the criteria stated at above points (A), (1) (2) (3) & (4) to be filled by the bidder as per format given below on Bidder/ tenderer's company letter head & same should be uploaded in SRM platform duly signed & stamped by the bidder/tenderer:

Sl. No (a)	Name of the ODC/Metro project executed by bidder with dimension of cargo (b)	Number of completely built ODC/metro cars transported through hydraulic trailers by Road against the project (c)	Customer name (d)	Contract. Number / purchase order number with date (e)
-	-	-	-	-
-	-	-	-	-

- Documentary proof of contract copies as mentioned/declared in column (e) of above table to be uploaded in BEML SRM platform.
- Customer feedback against each contract as mentioned/declared in column (e) of the above table to be uploaded in BEML SRM. Photographs if any to be uploaded in SRM.

Note: BEML at its sole discretion may ask for the hard copies of the documents to be sent through Courier / post pertaining to mandatory clause of this general terms & conditions at a later stage.

Own Vehicle Infrastructure:

- 2.
- Bidders should possess minimum 6 numbers of OWN hydraulic trailers with minimum 3 x 3 axle combination (17 TONS against each axle totaling to 102 TONS) & minimum of 6 numbers of OWN prime movers.
 - Details of OWN Prime Movers (6 No's) & OWN Hydraulic trailers (6 No's) with minimum 3 x 3 axle combination required for transportation of Completely Built Metro Cars through Hydraulic Trailers by Road as per exhibit A.4 of general terms & conditions to be filled , signed & stamped and uploaded in BEML SRM platform along with the documentary proof as specified therein.

Enclosures: Supporting documents to be uploaded in SRM as stated above.

The own prime movers to be in the name of Organization /partners and supporting RC book ,Insurance copy to be uploaded in SRM Portal for minimum 6 prime movers.

3 IBA (Indian Bankers Association) Registration Certificate with validity date (please upload copy in SRM)

4 Self declaration for (a) Blacklisting/Banning & (b) Cancellation/Short closure of Purchase order.

(a) In case, if any Bidder /Company/Firm in connection with any contract/tender has been blacklisted/debarred from participating in such similar tenders by BEML Ltd or any government or public sector agencies / other reputed companies, the same shall be

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	<p>disclosed in the technical bid duly uploading with brief details authenticated in the Tenderers letter head & technical Bids of such Bidder /Company/Firm will be REJECTED STRAIGHT AWAY by BEML LTD.</p> <p>If bidder fails to upload the above details (i.e, blacklisted/debarred) in their technical bid & if BEML Ltd finds the same at a later date during evaluation process/after finalization of the contract, BEML at its sole discretion will take following course of action:</p> <ul style="list-style-type: none"> (i) If BEML arrives to know/finds regarding non-submission of above information during technical evaluation, technical bid of the respective bidder will be straight away rejected & EMD of the respective bidder will be recovered by BEML Ltd. (ii) If BEML arrives to know/finds regarding non-submission of above information after finalization of contract, the contract will be terminated duly recovering the performance bank guarantee against the contract. <p>(b) In case, If, any previous contracts / purchase orders of the bidder had been short-closed /cancelled by BEML Ltd or any government or public sector agencies/ other reputed companies due to reasons of non-performance/poor performance/non-adherence to terms of the contract, the same shall be disclosed in the technical bid duly uploading with brief details authenticated in the Tenderers letter head along with respective contract copies / purchase order copies & Technical Bids of such bidders/ firms/company will be REJECTED STRAIGHT AWAY by BEML LTD.</p> <p>If bidder fails to upload the above details (i.e, short-closure/cancellation of previous contracts) in their technical bid & if BEML Ltd finds the same at a later date during evaluation process/after finalization of the contract, BEML at its sole discretion will take following course of action:</p> <ul style="list-style-type: none"> (i) If BEML arrives to know/finds regarding non-submission of above information during technical evaluation, technical bid of the respective bidder will be straight away rejected & EMD of the respective bidder will be recovered by BEML Ltd. (ii) If BEML arrives to know/finds regarding non-submission of above information after finalization of contract, the contract of the finalized bidder will be terminated duly recovering the performance bank guarantee against the contract. <p>Enclosures: Supporting documents to be uploaded in SRM as stated above.</p>
5	<p>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 page no. 73. Please print the text as per page no. 73 under taking letter on your letter head and upload the same duly signed with seal by the bidder along with witnesses name and signature.</p>

I / We certify that to the best of my/our knowledge, the information & 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.

PLACE & DATE:

SIGNATURE OF BIDDER WITH OFFICIAL SEAL

Sign & Seal of Bidder/Contractor

ANNEXURE - IV**INFORMATIVE CLAUSES:**

All the bidders to fill the below table & upload the same in BEML SRM platform along with the supporting documents specified against each point:

SL.NO	PARTICULARS	RESPONSE
1	Name of Transporter	Pls. fill the details
2	Nature of Company i.e.(Proprietor / Partnership / Pvt. Ltd. / Limited / Other) to be furnished.	Pls. fill the details
3	Attach Certificate of Incorporation / Registered Partnership Deed / Article of association applicable based on type, nature of company in BEML SRM platform	Bidders to upload supporting documents in SRM platform.
4	Year of commencement of Business	
5	Name and Contact Details of the Management	Please upload details as per "Exhibit-A1" in BEML SRM platform
6	Details of Branch Network with Address, Contact and Facility Details	Please upload details as per "Exhibit-A2" in BEML SRM platform
7	List of Existing Clients/Customer with Minimum Two References	Please upload details as per "Exhibit-A3" in BEML SRM platform
8	Address and Contact Details of HQ to be furnished.	Pls. fill the details
9	Audited copies of Profit & Loss account balance sheet for previous three financial years (2016-17, 2017-18 & 2018-19) as certified by practicing CA firm to be furnished.	Upload enclosure (s) in SRM platform.
10	Good communication facilities like telephone (land line & mobile), Fax & Email etc.,	Pls. fill the details
11	Running contracts with large undertakings, preferably with government & public sector undertakings. Photocopy of contract copies of such organization to be uploaded in SRM. BEML Ltd will perform existing client reference check.	Upload enclosure (s) in SRM platform
12	GST registration number & details to be furnished.	Pls. fill the GST details & upload documents

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13	Income Tax PAN Number with Ward & Circle Details (Please upload a copy of PAN card).	Upload enclosure (s) in SRM platform
14	Main Bank Account Number with Banker's Name, Address, Contact Number & IFS Code.	Pls. fill the details
15	Whether all vehicles insured for comprehensive risks or third party or actual liability?-Please Confirm. If so with which Company?	Pls. fill the details
16	<u>Compliance Report :</u> General terms & conditions (Pg No:13-23) of this tender document duly signed & stamped on each & every page to be uploaded in BEML SRM platform as a token of acceptance of general terms & conditions.	Upload enclosure (s) in SRM platform
17	Accident Free track record	Self certified documents to be uploaded

I / We certify that to the best of my/our knowledge, information & belief 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.

PLACE& DATE:

SIGNATURE OF THE TRANSPORTER WITH OFFICIAL SEAL

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ANNEXURE – V ‘A’**GENERAL TERMS & CONDITIONS:**

1.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 placed at Annexure A . The Scope of work is placed at Annexure B .
2.Delivery Destinations	The tentative delivery schedule of the cars to be transported is placed at Annexure C .
3.Validity of Tender	The rates quoted in the tender shall remain valid for a period of 120 days from the date of bidding. Withdrawal of the tenders during the above period shall invite forfeiture of the full amount of Earnest Money Deposit.
4.Requirement of the Bidder	<ul style="list-style-type: none"> • The Bidder should be a Bank Approved and Bank Registered transporter. • The Tenderer's average annual turnover for the last three financial years (2016-17, 2017-18 & 2018-19) should not be less than Rs. 3.52 Crores (Rupees Three Crores and Fifty two lakhs) • Audited copies of P&L account balance sheet for previous three financial years (2016-17, 2017-18 & 2018-19) to be furnished along with the Technical Bid as certified by practicing CA firm. • The Bidder shall furnish following information, duly enclosing documents relating thereto. • Authorized signatory shall be the person holding 'power of attorney/Authorization' on behalf of the firm/company/bidder-concerned authorized and empowered to act on behalf for the specific purpose. • Power of Attorney: An attested copy of the Power of

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	<p>Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.</p> <ul style="list-style-type: none"> • In case of an Individual, full name, address, place & nature of business and license relating to the transportation of ODC. • In case of Partnership Firms: The names of all the partners and their address. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do has been duly authorized in this regard.
5.Performance Bank Guarantee (PBG)	<p>The successful bidder shall submit Bank Guarantee in the form placed at Annexure D for an amount equal to ten percentage (10%) of the annual contract value to guarantee for the performance of the contract in favor of BEML LTD, Bangalore corporate office, payable at Bangalore from any Scheduled Commercial Bank Authorized by RBI prior to execution of contract with BEML LTD within two (02) weeks from receipt of LOI/contract from BEML LTD. The expiry date of the Bank Guarantee should be tentatively December 2024 from the date of contract. Further, the bank guarantee should be valid for lodging claim for the period of another 6 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>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> <ol style="list-style-type: none"> a. Forfeiture of EMD submitted by the finalized bidder and b. Purchase order will be cancelled & Risk purchase clause as indicated of this tender enquiry shall be invoked.
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.

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7.Validity of Rates

- Rates quoted shall remain firm for the contract period. The contract period will be valid till the dispatch of the last car is made complete in all respects as per the contract or 31st December 2024 whichever is later.
- Bidders are advised to take into account all possible factors affecting fluctuations in the market rate, during the contract period while submission of price bid/commercial quote.
- No request for revision of rates except on account of increase in Diesel Price (as per Fuel Price Variation Formula) will be entertained on any account during pendency of the contract.

FUEL PRICE VARIATION FORMULA:

- Following formula will be applied for admitting revision in contract rates in the event of any increase / decrease in HSD price beyond 10% over HSD rates prevailing on the Average financial quarter of Tendering i.e. (1st Qtr –Jan to March, 2nd Qtr-April to June, 3rd Qtr-July to Sep & 4th Qtr-Oct-Dec)

The rate from (website ref : <https://www.goodreturns.in/petrol-price-in-bangalore.html>) will be taken as the basis for applicability of increase/decrease in rates. If the price increase of the HSD is less than 10%, no increase in freight charges will be considered.

- The rate from (website ref : <https://www.goodreturns.in/petrol-price-in-bangalore.html>) will be taken as the basis.

Any variation beyond 10% will be admitted, to the extent beyond 10% revision in freight Charges =

Distance in KMs X Increase in HSD price per litre

**KMs per litre (Diesel Consumption).

** Mileage is fixed as 2 Kms Per Litre.

- HSD rates prevailing on the Average financial quarter of Tendering i.e. (1st Qtr –Jan to March, 2nd Qtr-April to

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	<p>June,3rd Qtr-July to Sep & 4th Qtr-Oct-Dec), will be taken as a base for finalizing the contract.</p> <ul style="list-style-type: none"> Any addition / subtraction in the Diesel price variation beyond 10% will be reviewed once in 3 months from the contract date and rate amendments will be made accordingly which are valid for the next 3 months. The weighted average price of Diesel for the previous period of 3 months will be applicable for the next 3 months to determine rates of various contracts. (For example: if the average increase of previous 3 months is 12%, the applicable increase will be 2% (i.e. 12% minus 10%) for the next 3 months.) <p>e.g. Period from 01.01.2019 to 31.03.2019 (3 months)</p> <p>01.01.2019to 31.03.2019 – 92 Days Rs.X1/ 92</p> <p>Applicable weighted Price of Diesel for the period from 01.04.2019 to 30.06.2019 will be :- X1/92</p> <p>Base diesel price considering during tendering (Oct to Dec-19 or Jan –March 2020)</p> <p><i>Note:</i></p> <ul style="list-style-type: none"> In case of admitting price escalation clause ,the following points may please be noted: It will be applied only on diesel consumed for one way trip (i.e, from BEML Bangalore to Mumbai Metro, Mumbai). Diesel price per liter from (website ref : https://www.goodreturns.in/petrol-price-in-bangalore.html) will be taken as reference for diesel price increase/decrease in price escalation clause.
<p>8.Payment Terms</p>	<p>100% payment will be made on 60th day from the date of unloading of Metro cars at designated depots subject to submission of documentary proof for safe delivery of metro cars.</p> <p>Bills to be submitted in triplicate by the transporter separately for each Metro Cars duly supported by original consignee copy / number printed goods Metro Cars note clearly indicating therein date of delivery of Metro Cars at site with signature and seal of the</p>

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	representative of BEML LTD, C/o Mumbai Metro, Mumbai, for correct and full receipt of the Metro Cars. The bills should be submitted to the Assistant General Manager, Shipping (MRO), BEML LTD, Bangalore Complex, and Bangalore.
9.GPS (Global Positioning System)	<ul style="list-style-type: none"> Bidders should possess GPS enabled tracking facility. All the prime movers entrusted for movement of metro cars should be equipped with GPS based vehicle monitoring system. In case of finalization of contract, successful bidder/(s) has to submit day-to-day GPS report mandatorily indicating progress of trailer/(s) both in loaded/ unloaded condition against each occasion of movement of metro cars till completion of the contract. GPS Report showing day-to –day position (starting from the date of loading till delivery to Mumbai Metro, Mumbai) of each empty trailer/(s) reaching BEML Ltd, Bangalore and progress of each loaded trailer/(s) from BEML, Bangalore to Mumbai Metro, Mumbai to be submitted to following email ID: mro@beml.co.in without fail.
10.Route Survey & Unloading Plan:	<ul style="list-style-type: none"> Bidders to provide detailed route survey report and Unloading Plan at Mumbai Metro Depot along with their technical bid for transportation of metro cars from BEML Ltd, Bangalore to Designated Depot of Mumbai Metro, Mumbai by Road evidencing details of electrical lines, tunnels, bridges, curvatures etc., along with relevant photographs at each major station/location & the total distance (kms). 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. No Change in distance is admitted at a later stage during calculation of revision in rates on account of diesel price increase/decrease (or) any increase in distance noticed during the route survey submitted by the finalized bidder.
11.MORTH (Ministry of	<ul style="list-style-type: none"> The transporter shall bear all the charges/fees deposited to the Indian Highway Management Company Ltd for obtaining

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<p>Road transport & Highways)</p>	<p>MoRTH permission as per guidelines circular: RW-NH-35072/1/2010-S&R(B) dated 20.05.2014 or the latest.</p> <p>Charges incurred by the transporter will not be reimbursed by BEML Ltd in this regard.</p> <p>Also, the time required in obtaining such permission should be within the stipulated transit time i.e, 15 days. Delay in obtaining permission shall not be a ground for extension of delivery period. The delivery at Mumbai Metro Depot shall be completed within the transit time i.e, 15 days.</p>
<p>12.SPECIAL NOTE:</p>	<ul style="list-style-type: none"> • 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. • While accepting Metro Cars 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. • Any delay on these grounds shall not affect the timely delivery of metro cars. • Detention charges if any on any of these grounds shall not be paid by BEML. • It is the responsibility of the transporter at their cost to ensure the following : • 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. • 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.

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	<ul style="list-style-type: none"> • 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. • 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. • Bidder shall ensure Insurance to their equipment (prime mover with the trailer) including their personnel. • The transporter shall be responsible to position vehicles as required by BEML LTD within 14 days from the date of intimation from BEML in writing through letter or e-mail. • The responsibility of BEML ceases once the Metro car is handed over to the transporter at our works. • 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 unwarranted interactions with any Road transport authorities. • Traffic, Road & Appurtenances: • 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. • The transporter shall engage drivers who are fully fit, have a clean track record and be trained to handle the consignment carefully during the transit. • Vehicle size and load limitations shall be in accordance with all statutory requirements. • Transporter shall make all arrangements and assume full responsibility for transportation to the site at nominated depots of the Mumbai Metro passenger rolling stock, and all
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	<p>necessary equipments, materials essential for proper execution of works. Procedures for access to and from the site shall be coordinated by the transporter with the relevant authorities.</p> <ul style="list-style-type: none"> • The transporter shall use the facilities at Mumbai Metro depot after obtaining requisite approval from the Engineer, Mumbai Metro duly considering the operational restraints. • The transporter shall use such routes and rights of entry to the site as may be decided by the Engineer from time to time. Routes for 'very large ' or 'very heavy' loads shall be discussed with the Engineer, Mumbai Metro in advance thereafter, all the arrangements shall be submitted to the Engineer, Mumbai Metro • In this context, the definition of the term 'very large' and 'very heavy' refer to metro cars that cannot be transported by normal road vehicles or be handled as in the case of normal consignments . Where doubt exists, it shall be the responsibility of the transporter to notify and discuss the nature of the load in question with the Engineer, Mumbai Metro. • The transporter shall be responsible at their cost for obtaining permission from all the authorities concerned to move 'very large' and 'very heavy' loads and for arranging police escorts if required. • The transporter shall ensure that all roads and pavements, etc. leading to and around the site shall not cause inconvenience or hindrance to traffic or persons either by its vehicle or its workmen, scaffolding, plant, materials, equipment, etc. All workmen working on the road and Depot shall wear approved reflective safety vests at all times. • The transporter shall repair damage caused to existing roads, footpaths, steps, cables, sewers, drains, etc during transit (if any) and shall reinstate the same at his own expense to the satisfaction of the relevant authorities. BEML shall not be liable in any manner whatsoever. • The transporter shall have to carry out any civil works such
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	<p>as road preparation, curvature works and any other obstructions etc at their own cost wherever required during movement of metro cars till place of final destination without any damage to metro cars.</p>
13.Period of Contract	<ul style="list-style-type: none"> Rates quoted shall remain firm for the contract period. The contract period will be valid till the dispatch of the last car is made complete in all respects as per the contract or 31st December 2024 whichever is later.
14.Start Date of Contract (The period of contract shall start from the date stated in the PO)	<ul style="list-style-type: none"> The transporter's responsibility towards contract compliance shall commence from the date stated in the Letter of acceptance / Purchase order after furnishing of Bank Guarantee as per tender terms & conditions.
15.Business Distribution / Division of Patronage	<p>The Company (BEML LTD) reserves the right to allocate this contract work to one or more transporter or to none of them at all at their absolute discretion or allocate to more than one Transporter for the same route without assigning any reason thereof.</p> <p>The order may be finalized on 3 transporters implementing division of patronage (L1:L2:L3) : (50:30:20) or on 2 transporters implementing division of patronage on 60:40 basis at BEML's sole discretion as below:</p> <p>For 504 Cars: L1-252 Cars; L2-150 Cars; L3-102 Cars in case of 3 transporters For 504 cars: L1-300 cars; L2-204 cars in case of 2 transporters</p> <p>L2 & L3 bidders will be offered the above referred quantity at the finalized rate of L-1.</p> <p>BEML has the option to increase the quantity by additional 72 cars i.e the total quantity would be 576 cars.</p>
	<p>It shall be the responsibility of the transporter to readily arrange roadworthy vehicles as may be required to transport the Metro cars entrusted to him from time to time. The vehicles shall conform to the respective government regulations, Motor vehicles Rules and be fully licensed on that behalf.</p> <p>The transporter shall be responsible to position vehicles as required by BEML LTD within 14 days from the date of intimation through Email.</p>

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<p>16.DEPLOYMENT OF VEHICLES</p>	<p>The transporter shall duly reply within a day by email (ID: mro@beml.co.in) confirming that required number of vehicles are ready indicating the date of positioning of trailers/vehicles at BEML Ltd, Bangalore Complex.</p> <p><u>Delay in positioning of trailers:</u></p> <p>If transporter fails to position the trailers within 14 days from the date of intimation from BEML Ltd, in writing through email/letter, BEML shall levy penalty of Rs.3000/- per day for each car (DM/M/T) for each occasion of delay.</p> <p>In addition to the above, if BEML is levied Liquidated Damage (LD) charges by their customer on account of delay in delivery of cars at the destination of customer, then same amount shall be recovered from respective Transporters' outstanding bills/PBG over & above the penalty stated above.</p> <p><u>Delay in moving the loaded trailers out of BEML works:</u></p> <p>After loading the metro cars completely in all aspects, if transporter fails to move the trailers out of BEML, Bangalore complex within 36 hours from the date of loading of each metro car, a penalty of Rs. 20,000 per day will be levied for each car & each occasion of such delay.</p> <p><u>Delay in moving the Unloaded trailers out of Mumbai Metro Depot:</u></p> <p>After unloading the metro cars at Mumbai Metro Depot & on completion of documentation process in all aspects, empty trailers/prime movers shall be moved out of Mumbai Metro depot within 2-3 days of unloading.</p> <p><u>RISK PURCHASE:</u></p> <p>If the transporter fails to provide the vehicles as per the mutually agreed time at any point, BEML LTD will have the right to transport the Metro cars through any other agency at the sole risk and cost of the transporter. The excess freight & other expenses thus incurred in this regard will be to the transporters account and the same will be recovered from the transporter's outstanding bills / PBG.</p> <p><u>LOADING OF METRO CARS:</u></p> <p>Metro cars will be loaded using BEML Lifting Jacks / Mobile Crane at BEML Ltd, Bangalore Complex. The vehicle should be positioned</p>
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	<p>at shipping unit of BEML LTD, Bangalore complex during day time. 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.</p> <p><u>DETENTION CHARGES:</u></p> <p>Detention charges of vehicles at BEML will not be admitted under any circumstances if the vehicles have to stay beyond the schedule date, if the vehicles have to stay overnight before they are loaded at BEML, Bangalore and unloading at designated depots as well.</p>
17.Loading / Unloading	<p>All Metro Cars shall be lifted by the transporter in the type of vehicle specified from BEML LTD works, viz. Bangalore complex and delivered to the designated consignee specified.</p> <p>Unloading of the complete Metro Car is the responsibility of the transporter at the designated depots of Mumbai Metro.</p> <p><u>IMPORTANT NOTE:</u></p> <p>Metro cars have to be lifted by the transporter as one train set consisting of 6 cars combination.</p> <p>Transporters must also position the trailers for loading & movement of single metro car DM/MC/TC to Mumbai Metro Depot.</p> <p>The contractor should make his own arrangement including all facilities as specified below:</p> <p>Packing through Tarpaulin that must be clean & scratch proof & water proof material.</p>
18.Time Schedule & Penalty For Delayed Delivery	<p>Safe & Timely delivery is the essence of the contract. The transporter shall therefore, ensure that the Metro Cars entrusted to the firm is transported and delivered safely as per schedule time.</p> <p><u>Time Schedule:</u></p> <p>15 days per trip of one train set consisting of 6 car combination is the maximum period of delivery from the day all material entrusted to the transporters for safe transportation of the Metro Cars from BEML, Bangalore Complex to designated depots of Mumbai Metro at Mumbai</p>

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	<p><u>Penalty for Delayed Delivery of metro cars at designated Depots:</u></p> <p>If the transporter fails to deliver the goods within stipulated time, a penalty of 1% per day of the total freight charges per trip of one train set consisting of 6 cars combination subject to a maximum of 25% of total freight charges of one train set of 6 cars combination shall be levied.</p>
19. 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 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 what soever.</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</p>

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	<p>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>
20.Transit Insurance	<p>BEML insurance is only for the metro cars entrusted to the transporter for transportation to designated depot at Mumbai Metro at Mumbai.</p> <p>BEML insurance does not include towards transporters equipments, 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 encash 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>
21.Joint Inspection Report	<p>The transporter/authorized representative shall be present at BEML Ltd, Bangalore as well as at Mumbai Metro Depot during loading & unloading of the cars.</p> <p>Soon after unloading, the Joint inspection shall be conducted by BEML, Mumbai Metro & the transporter and the said report shall be prepared immediately after unloading which is mandatorily required for the insurance claim (for any shortages or damages).</p>

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<p>22.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>23.Billing & Reporting documentation</p>	<p>The Transporter shall ensure the following:</p> <p>Intimation of delivery of equipment at destination and acknowledgement has to be submitted to BEML LTD within 7 days of delivery.</p> <p>Daily report on progress of Metro Cars movement while in transit to be submitted to BEML LTD, by Email in writing as well as through GPS.</p> <p>Bills in triplicate, for payment of freight charges shall be submitted by the transporter separately for each Metro Cars duly supported by the original consignee copy of Metro Cars clearly indicating the date of receipt of Metro Cars at site with signature and seal of representative of BEML stationed at designated depots of Mumbai Metro, along with loading slip reference acknowledged by them for correct and full receipt of the Metro Cars. The bills shall be submitted to BEML LTD, Bangalore Complex within 30 days from the date of delivery of the Metro Cars. The road permits wherever issued to the transporter to be handed over to consignee and acknowledgement to be obtained and submitted along with the bills.</p>

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24.Bill Processing	<p>The bills for payment of freight charge will be processed strictly on per train set consisting of 6 car combination as per the rates and terms of contract / agreed rates only.</p> <p>All amounts due to BEML LTD from the transporter shall be deducted from the amounts payable to the transporter under any bill which is becoming due or which may become due thereafter. Such deductions shall be intimated to the transporters, as and when made, BEML LTD shall also be entitled to recover any amount due to them from the performance Bank Guarantee executed in lieu thereof.</p>
25.Income Tax Deduction	<p>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, transporter desires that no deduction of Income Tax at source shall be made, the transporter shall produce an exemption certificate from the concerned assessing officer. The said certificate should not be issued earlier to the financial year.</p>
26.BEML LTD's Right of Alternate Vehicle Arrangement	<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>
27.Termination of Contract	<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</p>

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	<p>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>
<p>28.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>29.Transshipment Subcontracting of Business</p>	<p>Transshipment and Subcontracting of the transportation of Metro Cars in any form is strictly prohibited.</p> <p>Note: The successful Bidder should ensure positioning of required vehicles along with RC book at BEML works for transportation of metro cars.</p>
<p>30.BEML LTD 's Limitation of Liability</p>	<p>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 Acts "Force Majeure" which terms means acts of God like Fire, Explosions or other Catastrophes, Storms and Flood, War, Civil commotions, Strikes/lockouts, blockades, embargoes</p>

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	(imposed by Government) whether within or outside the company premises and such other causes beyond the control of the company.
31. 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 justified by mutual agreement.</p> <p>In the event that either party is unable, wholly or in part to perform its 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.</p>
32. Transporter's Compliance To Govt. Laws	<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>

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	<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>
33. Legal Documentation	<p>Transporter will have to produce the Income Tax Clearance Certificate from the Income Assessing Officer concerned at the time of acceptance of their tenders. The transporter, whose income is not taxable, will be required to give an Affidavit of their Income on the prescribed form. If the transporters fail to produce the Income Tax Clearance Certificate at the time of acceptance of their tender, the Earnest Money cum Security Deposit of the transporters may be forfeited and the contract terminated.</p> <p>All expenses incurred for the above process shall be paid by the transporter.</p>
34. 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>
35. Jurisdiction	<p>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.</p>
36. Fall Clause	<p>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, charges as 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.</p>

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37.Right of BEML:	<p>The Company (BEML) reserves the following rights:- To accept or reject all or any of the tenders, without assigning any reason. To allocate this contract in entirety or partially to one or more Transporters or none at all.</p>
38.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 Earnest Money Deposit & Integrity pact agreement will be rejected.</p>
39.Right to Vary Quantity	<p>BEML reserves the right to decrease the quantity at any time during the pendency of contract. BEML would provide advance notice on the decrease in quantity. The period of advance notice for decrease in quantity would be mutually discussed between BEML and the supplier.</p>

Sign & Seal of Bidder/Contractor

ANNEXURE – V ‘B**SPECIFIC CONFIRMATIONS AGAINST GENERAL TERMS & CONDITIONS:**

SL.NO	PARTICULARS	CONFORMITY / REMARKS (Yes/No)
1	Confirmation on having regular scheduled service between Bangalore and destination place mentioned in the tender schedule (Yes/No).For how long this schedule has been working?	
2	Confirmation on offer validity for 120 days from the date of commercial bid placement in online bidding (Yes/No).	
3	Confirmation to ensure “certificate of capacity crane” available with the driver during loading/ un-loading of metro cars at BEML Ltd. (Yes/No)	
4	Confirmation to ensure availability of Vehicle and Trailer Registration, valid permits, valid driving license for the driver, Insurance and vehicle tax paid documents. (Yes/No).	
5	Confirmation to ensure joint inspection report as per clause 21 of General terms & Conditions (Yes/No).	
6	Confirmation of having GPS facility as per clause 9 of General terms & Conditions (Yes/No).	
7	Though metro cars have to be lifted by the successful bidders in train set combination 6 cars, transporter should position the trailer for loading & movement of single car (DM/MC/TC) to Mumbai Metro Depot as per clause 17 of General terms & Conditions (Yes/No).	
8	Compliance to Transit Insurance & insurance settlement as per clause 20 of General terms & Conditions (Yes/No).	
9	Confirmation on adherence to the delivery schedule and acceptance of penalty clause for delayed delivery as per clause 18 of General terms & Conditions (Yes/No).	
10	Confirmation for acceptance for the terms as per clause (16) of General terms & Conditions as below: (Yes/No) 1) Delay in positioning of trailers at BEML Ltd. 2) Delay in moving loaded trailers out of BEML Ltd. 3) Non-Claiming of detention charges. 4) Acceptance of Risk purchase clause. 5) Time allowed for deployment of vehicles.	
11	Confirmation on acceptance of bid rate validity for the pendency of contract i.e. 2 years subject to fuel variation clause (Yes/No).	
12	Confirmation on acceptance to contract termination clause as per clause 27 of General terms & conditions (Yes/No).	
13	Confirm acceptance to legal, Indemnity, Arbitration & Fall clause	

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	conditions as per clause 34-36 of General terms & Conditions (Yes/No).	
14	Confirm to furnish Commercial Bid in line with scope of the work and terms as defined in tender document without any deviation / assumption (Yes/No).	
15	Confirmation to accept BEML LTD version of interpretation in the event of dispute over certain clause of Tender / Agreement (Yes/No).	
16	Confirmation for acceptance of payment terms as per clause 8 of General terms & Conditions (Yes/No).	
17	Confirmation to execute performance bank guarantee by successful bidders as per clause 5 of General terms & Conditions (Yes/No).	
18	Confirmation for acceptance of Right to vary quantity as per clause 39 of General terms & Conditions (Yes/No).	

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.

Place & Date:

SIGNATURE OF THE TRANSPORTER with Official seal

Sign & Seal of Bidder/Contractor

EXHIBIT-A.1
MANAGEMENT CONTACT DETAILS

SI.NO	NAME	DESIGNATION	ADDRESS	CONTACT DETAILS

Sign & Seal of Bidder/Contractor

EXHIBIT-A.2
BRANCH DETAILS

SI. NO	LOCATION	ADDRESS WITH EMAIL ID	CONTACT DETAILS

Sign & Seal of Bidder/Contractor

EXHIBIT-A.3
CUSTOMER REFERENCE:

Company Name			
End User Segment			
Account Value			
Contact person			
Designation			
Address			
City & Zip			
State			
Country			
Phone			
Mobile			
Fax			
Email			
Product / Service Offered			

Sign & Seal of Bidder/Contractor

EXHIBIT-A.4
VEHICLE INFRASTRUCTURE

a) Prime Mover Details:

Bidders to fill the OWN prime mover (6 Numbers) details in the below table:

NOTE: BIDDERS TO UPLOAD THE DOCUMENTS IN BEML SRM PLATFORM AS MENTIONED AGAINST COLUMNS (e, f, g & h) OF BELOW TABLE :

<u>Sl</u> <u>No</u> <u>(a)</u>	<u>Make</u> <u>(b)</u> <u>(To be</u> <u>filled</u> <u>by</u> <u>Bidder</u> <u>)</u>	<u>REG.No</u> <u>of</u> <u>Vehicle</u> <u>(c)</u> <u>(To be</u> <u>filled by</u> <u>Bidder)</u>	<u>Capac</u> <u>ity (d)</u> <u>(To be</u> <u>filled</u> <u>by</u> <u>Bidder</u> <u>)</u>	<u>Please put a tick (√) mark against each enclosure</u> <u>uploaded in SRM platform.</u>			
				<u>Certificate of</u> <u>registration RC</u> <u>book (To be</u> <u>uploaded in SRM</u> <u>platform)</u> <u>(e)</u>	<u>Certificat</u> <u>e of</u> <u>Fitness</u> <u>(To be</u> <u>uploaded</u> <u>in SRM</u> <u>platform)</u> <u>(f)</u>	<u>Authorization</u> <u>certificate of</u> <u>National</u> <u>permit (To</u> <u>be uploaded</u> <u>in SRM</u> <u>platform)</u> <u>(g)</u>	<u>Certificat</u> <u>e of</u> <u>Insuranc</u> <u>e (To be</u> <u>uploaded</u> <u>in SRM</u> <u>platform)</u> <u>(h)</u>
<u>1</u>							
<u>2</u>							
<u>3</u>							
<u>4</u>							

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.

PLACE & DATE:

SIGNATURE OF THE TRANSPORTER WITH OFFICIAL SEAL

Sign & Seal of Bidder/Contractor

EXHIBIT-A.4
VEHICLE INFRASTRUCTURE

(b).Hydraulic trailer Details:

Bidders to fill the OWN Hydraulic trailer details (6 numbers) with minimum 3 x 3 axle combination in the below table:

NOTE: BIDDERS TO UPLOAD THE DOCUMENTS IN BEML SRM PLATFORM AS MENTIONED AGAINST COLUMNS (e, f, g & h) OF BELOW TABLE:

<u>Sl</u> <u>No</u> <u>(a)</u>	<u>Make</u> <u>(b)</u> <u>(To</u> <u>be</u> <u>filled</u> <u>by</u> <u>Bidder</u> <u>)</u>	<u>REG.N</u> <u>o's for</u> <u>each</u> <u>Axle</u> <u>line</u> <u>(c)</u> <u>(To be</u> <u>filled by</u> <u>Bidder)</u>	<u>Axle</u> <u>combinati</u> <u>on (3x3)/</u> <u>(4x4)/(6x6</u> <u>)</u> <u>(d)</u> <u>(To be</u> <u>filled by</u> <u>Bidder)</u>	<u>Capaci</u> <u>ty (e)</u> <u>(To be</u> <u>filled</u> <u>by</u> <u>Bidder)</u>	<u>Please put a tick (√) mark against each</u> <u>enclosure uploaded in SRM platform.</u>			
					<u>Certificat</u> <u>e of</u> <u>registrati</u> <u>on RC</u> <u>book</u> <u>(To be</u> <u>uploaded</u> <u>in SRM</u> <u>platform)</u> <u>(f)</u>	<u>Certificat</u> <u>e of</u> <u>Fitness</u> <u>(To be</u> <u>uploaded</u> <u>in SRM</u> <u>platform)</u> <u>(g)</u>	<u>Authorizatio</u> <u>n certificate</u> <u>of National</u> <u>permit</u> <u>(To be</u> <u>uploaded in</u> <u>SRM</u> <u>platform)</u> <u>(h)</u>	<u>Certificat</u> <u>e of</u> <u>Insuranc</u> <u>e</u> <u>(To be</u> <u>uploade</u> <u>d in</u> <u>SRM</u> <u>platform)</u> <u>(i)</u>
<u>1</u>								
<u>2</u>								
<u>3</u>								
<u>4</u>								

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.

PLACE & DATE: SIGNATURE OF THE TRANSPORTER WITH OFFICIAL SEAL

Sign & Seal of Bidder/Contractor

ANNEXURE - VI**COMMERCIAL BID SUBMISSION CONDITIONS**

The price bid to be submitted through e-mode on BEML SRM system. The following details are to be entered in the Item Data in the SRM system:-

Sl. No	Description	Total no. of Cars	Amount in (Rs.) per Car Excluding GST	Total amount in (Rs.) Excluding GST
		X	Y	Z=X*Y
1	Loading the metro cars "DM/M/T Car" using " Mobile Crane " at BEML Ltd, Bangalore complex.	504	Price to be quoted on per car basis	A
2	Transportation of "DM/T/M Car" by Road to designated depot using Hydraulic trailers with minimum 6 axles of sufficient capacity and Unloading the metro cars using " Mobile Crane " at designated depot, Mumbai.	504	Price to be quoted on per car basis	B
Grand Total in Rs.				A+B

Note: -

1. Bidder has to quote for both the items. In case Bidder is not quoting for both the activities in price bid, then their offer shall be rejected.
2. No Weightage /preference will be given for any specific /particular activity, L1 will be determined based on Grand Total (A+B) in Rs. as mentioned above.
3. The bidder whose offer is Lowest will be considered as L1
4. Reverse auction will be carried out among techno commercially qualified bidders. Bid decrement is Rs 5000/-.
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.

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

- 5. 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.**
6. Division of patronage on 50:30:20 basis between L1, L2 & L3 after e-reverse auction subject to matching finalized L1 price by L2 for 30 % Quantity, L3 for 20% quantity. BEML also reserves the right for Division of patronage on 60:40 basis between L1 & L2 after e-reverse auction subject to matching finalized L1 finalised price, if L3 does not match the L1 finalised price. similarly on L1 & L3 if L2 does not accept L1 finalised price.

ANNEXURE –A**Major technical details of Metro cars to be transported:**

Sl.No	Description	Dimension (Appx)			Approx Weight(MT)
		L(mm)	W(mm)	H(mm)	
1	CBU – Driver Motor Car (DM)	23160	3200	3958	44
2	CBU – Motor Car (M)	23160	3200	3958	44
3	CBU – Trailer Car (T)	23160	3200	3958	44

- Car Body General Arrangement Drawings of DM, M & T cars are attached for reference.

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ANNEXURE-B**Scope of Work**

1. The drawings indicating the general arrangement of car body of the 'MRS1' Metro Cars are enclosed.
2. **The Scope of Work of Loading, Transportation & unloading of 378 Nos of Completely built Metro Cars with quantity variation of additional 126 cars totaling to 504 Nos of Completely built Metro Cars from BEML Ltd, Bangalore complex to Designated Depot of at Mumbai. Charkop depot and Mandala depot are the likely depots. The delivery priority of the trains for different sections will be provided. Contractor shall have to make suitable changes in the delivery plan at the nominated depot at no extra cost to BEML.**
3. The bidder are advised to use mobile crane of appropriate capacity to un-load the metro cars at Mumbai Metro depot on "as is where is" condition. A detailed Un-loading plan at the depot has to be submitted by the bidders along with the route survey.

Note:

- Delivery Schedule to commence (Despatch of Cars) from Nov-2020 at 6 to 9 Cars per Month tentatively.
- **BEML Scope:** Lifting Beam & Spreader with wire rope, Stoppers.
- **Vendor Scope:** Mobile Crane, Trailer, Puller, skid pallets, Tarpaulin (scratch & water proof) & others required for Loading, Transportation & unloading.

DETAIL SCOPE FOR WORK:**I. Lifting, Loading & Unloading Arrangement:**

- a) Position the lifting Beam under the front & Rear Bogie carefully.
- b) Place the Bogie Stopper on the lifting beam to align center of Bogie.
- c) Insert Wood Blocks under Side Frame center of Bogie.

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- d) 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.
- e) 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.
- f) Fix the lower wire rope of lifting spreader Assy in wire rope hanger of lifting beam.

*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.

- g) 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.
- h) 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.
- i) Raise the Cranes hook slowly & carefully and simultaneously monitor lower part wire rope is attached to lifting beam.
- j) 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.
- k) Position the trailer under the car when in lifted condition.
- l) 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.
- m) 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.
- n) Cover the Car with using Tarpaulin which should be scratch & water proof.
- o) Standard methods to be adopted for Transportation & lashing of cars.
- p) Transportation of Metro Cars should be escorted to avoid accidents, damages, thefts etc.
- q) Follow the same methods for lifting & unload the car on the Rail at the depot. Ensure whether the direction is correct when unloading the car on the rail.

II. General Safety Compliance:

- 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.

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- 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.

ANNEXURE-C

Tentative Delivery Schedule

1. 378 Cars of Completely Build Metro Cars: subject to change
 - i) 1st Train Set (6 Cars) – Nov 2020
 - ii) 2nd Train Set (6 Cars) – January 2021
 - iii) 3rd Train Set (6 Cars) – May 2021
 - iv) 12 Train Sets (72 Cars) – 2 TS/month in alternate months from July 2021 to May 2022
 - v) 36 Train Sets (216 Cars) - 3 TS/month continuously from June 2022 to May 2023
 - vi) 12 Train Sets (72 Cars) – 4 TS/month continuously from June 2023 to Aug 2023
2. **126 Cars of Completely Build Metro Cars:**
 - vii) **21 Train Sets (126 Cars) - 3 TS/month continuously from Nov 2023 to May 2024**

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

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ANNEXURE-D

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 annual 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

Sign & Seal of Bidder/Contractor

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 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 from the date of contract i.e, till----- .The Bank guarantee shall remain valid for the period of 6 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.

Sign & Seal of Bidder/Contractor

Date :

Place :

ANNEXURE-E

BID GUARANTEE FORMAT

Ref:

To,

BEML LIMITED

BEML Soudha ,No: 23/7, 4th Main, S.R. Nagar

Bangalore - 560027

Dear Sirs,

.....

In accordance with your 'Tender Enquiry' under your Tender No:dated

-----M/s..... herein after called the Bidder, with the following Directors on their Board of Directors / partners of the Firm.

- | | |
|----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Wish to participate in the said tender for

As an irrevocable Bank Guarantee against Bid Guarantee amount of Rs.....(In words and figures) valid for days from.....

Sign & Seal of Bidder/Contractor

is required to be submitted by the Bidder as a condition for participation in the said bid, which amount is liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal or revision of toe offer by the Bidder as a condition within the validity period. (2) Non-acceptance of the 'Letter of Intent / Purchase Order' by the bidder when issued within the validity period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.

We, theBank at.....having our Head office at(Local address) Guarantee and undertake to pay immediately on first demand by BEML LIMITED, the amount of Rs.....

(in figure and words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to (This date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s..... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on thisday of.....at

Witness (Signature)

WITNESS

(Signature)

Name in (Block letters)

Designation

(Staff No.)

(Bank's common Seal)

Official address

Attorney as per power of Attorney No

Date:

Sign & Seal of Bidder/Contractor

ANNEXURE -F

(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 for

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

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

Section 1 – Commitments of the Principal

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

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

Sign & Seal of Bidder/Contractor

c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure 1.
- e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of

Sign & Seal of Bidder/Contractor

the contract.

- (2) The Bidder(s)/Contactor(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 2.

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

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

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

- (1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.

Sign & Seal of Bidder/Contractor

- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.

Sign & Seal of Bidder/Contractor

(7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML.

Section 10 – Other provisions

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

(For & On behalf of the Principal)

(Office Seal)

Place-----

Date -----

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place-----

Date -----

Sign & Seal of Bidder/Contractor

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

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

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

Witness2:
(Name & Address) -----

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.

Sign & Seal of Bidder/Contractor

- 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

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Sign & Seal of Bidder/Contractor

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"

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 would 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. Willful 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.

1.8. REMOVAL FROM LIST OF APPROVED AGENCIES SUPPLIERS / CONTRACTORS, ETC.

a. If the Competent Authority decides that the charge against the Entity is of a minor nature, it may issue a show-cause notice with information to CVO as to why the name of the Entity shall not be removed from the list of approved Agencies -Suppliers / Contractors, etc.

b. The effect of such an order would be that the Entity would not be qualified from competing in Open Tender Enquiries and Limited Tender Enquiries shall not be given to the Entity concerned.

1.9 SHOWCAUSE NOTICE

a. In case where the Competent Authority decides that action against an Entity/ foreign supplier is called for, a show-cause notice has to be issued in coordination with Legal department to the Entity/ foreign supplier. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Entity/ foreign supplier shall be asked to submit within 15 days a written statement in its defence. The show cause notice shall be sent to CVO for information after issued to the Entity / foreign supplier.

The competent Authority may at any time in the process, constitute a Committee to make recommendation for banning of business dealings with the entity or otherwise.

b. The show cause notice shall contain the following:

i. The reason for the proposed action and the grounds relied upon.

ii. That, the entity shall submit its response in writing within 30 days after the receipt of the notice.

iii. That penalty of banning of business dealings with the entity is being contemplated including or excluding its allied firms.

In case no reply to show cause notice is received from the entity within stipulated time, action against the concerned entity shall be initiated by the concerned Division ex-parte.

c. If the Entity requests for inspection of any relevant document in possession of BEML LTD, necessary facility for inspection of documents may be provided.

d. The Competent Authority may consider and pass an appropriate speaking order with information to CVO.

i. For exonerating the Entity/ foreign supplier if the charges are not established.

ii. For removing the Entity/ foreign supplier from the list of approved Suppliers /Contactors, etc.

iii. For banning the business dealing with the Entity/ foreign supplier.

The speaking order shall contain the facts that the decision has been taken after the issuance of show cause notice and consideration of representation of entity, if any in reply thereto.

e. If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected agencies of the Entity and all subsidiaries of the foreign supplier. For the grounds listed in Paragraph 17.8, a (i) to (iv) of the guidelines, the period of banning of business dealings with an entity shall not be less than five years and not more than 10 years.

The period of banning of business dealings with an entity in both the categories will be inclusive of period of suspension dealings with an entity, if any for the same cause of action. In exceptional cases and those involving national security considerations the Competent Authority may order a longer period of banning of business dealings with an entity, as deemed appropriate.

1.10 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY

a. The Entity/ foreign supplier may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

b. Appellate Authority would consider the appeal and pass appropriate order with information to CVO which shall be communicated to the Entity/ foreign supplier as well as the competent Authority.

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

To,

The Deputy General Manager
Corporate Materials
BEML Ltd.,
23/1,4th Main,
S.R. Nagar, Bangalore

Sub:- Undertaking with respect to Bid Invitation No.6300034024

Dear Sir,

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

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

I / We agree to remit 10% of annual contract value Performance Bank Guarantee from an any Scheduled Commercial Bank in India authorized by Reserve Bank of India only within 15 days after award of the contract/from the date of Letter of Intent by BEML.

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions including all its Annexures, Exhibits etc along with its Corrigenda, addenda, Amendments, Clarifications etc if any to Tender and accept the same in to-to. As a token of acceptance I / We have signed and affixed seal on each and every page of tender document (from page no.1 to 73 and all Corrigenda, addenda, Amendments, Clarifications etc if any to Tender and same is uploaded on BEML SRM System.

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

Date:

Signature of the Bidder) Full name with seal