

BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)
BEML Soudha, 23/1, 4th Main Road, SR Nagar, Bangalore 560 027.
Phone: 080 – 2296 3179, Fax: - Fax: 080-22963283
E-mail: gmcm@beml.co.in

Date: - 16.09.2020

CORRIGENDUM-02

Tender Ref: - Bid Invitation No.6300034024 dated: 28/08/2020

- Sub: -Transportation of 504 Nos of Completely built Metro Cars from BEML Ltd, Bangalore complex to Designated Depot at Mumbai through hydraulic trailers by Road.
 - a) Bidder can be consortium of entities also. In such case prebid agreement as per Annexure-H to be submitted.
 - b) In case of consortium the bidder and associates should be an Indian entity registered in India under companies Act/partnership Act/proprietary Act. etc. for last three years. In case of consortium all the associates should be Indian entity registered in India under companies Act/partnership Act/proprietary Act before submission of bid.
 - c) Tender has been amended as per details given below :-

Sl.	Clause /	FOR READ AS		
No.	Page no.			
1	01 of 73 & 05 of 73	Tender closing date & time:22.09.2020 @14.00 hrs	Tender closing date & time:29.09.2020 @14.00 Hrs	
		Bid Processing Key Dates.	Bid Processing Key Dates.	
		Point SI.No.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	Point SI.No.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 29.09.2020	
		SI.No. 3 Opening of Pre-Qualification Bid 22.09.2020 @ 15:00 Hrs	SI.No. 3 Opening of Pre-Qualification Bid 29.09.2020 @ 15:00 Hrs	
		SI.No.4 Opening of Technical Bid 22.09.2020 @ 15:00 Hrs	SI.No.4 Opening of Technical Bid 29.09.2020 @ 15:00 Hrs	
2	page no 15 to 17 of 73	Mandatory Clause - Annexure-III	Pls. refer attached Mandatory clause. Annexure-III – (revised)	



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	ments duly signed & stamped in L SRM platform.
(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. Anne CLAU 19 of the d stam	dders are requested to refer exure-IV (INFORMATIVE USES) enclosed at Pg No: 18 to it this tender document & upload ocument/s duly filled, signed & ped in BEML SRM along with the orting documents as specified ein.
'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.	sidders are requested to refer exure-V 'A' (General Terms & litions) and Annexure-V 'B' cific Confirmations against General is & Conditions) enclosed at Pg 20 to 40 of this tender document & ad the document/s duly filled, ad & stamped in BEML SRM along the supporting documents as fied therein
Page no.19 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 BEML	bliance Report : General terms & tions (Pg No:20-38) of this tender ment duly signed & stamped on & every page to be uploaded in L SRM platform as a token of otance of general terms & tions
Point No.5 of 73 Point No.5 of 73 Performance Bank Guarantee (PBG) Performance (PBG) Performance (PBG) Page no.21 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.	Guarantee in the form placed at xure D for an amount equal to ten entage (10%) of the annual act value to guarantee for the rmance of the contract in favor of L LTD, Bangalore corporate office, ble at Bangalore from any duled Commercial Bank prized by RBI prior to execution of act with BEML LTD within two (02) is from receipt of LOI/contract from LTD. The expiry date of the Bank antee upto May 2023 Further, the guarantee should be valid for ing claim for the period of another 6 ins from the date of expiry of the try date. The bank guarantee, if red shall be extended till the letion of the contractual ations.
For BEMILIMITED	

Dy. General Manager

BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence) BEML Soudha, 23/1, 4th Main Road, SR Nagar, Bangalore 560 027. Phone: 080 – 2296 3179, Fax: Fax: 080-22963283

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5 Con td	Annexure-V-A Page no.21 Point No.5 of 73 Performance Bank Guarantee (PBG)	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: 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.	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: 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	Annexure-V-A Page no.22 of 73 Point no. 7 Validity of rates Para 1	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.	Finalised rates 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 May 2023 whichever is later.
7	Annexure-V-A Page no.28 of 73 Point no.13 Period of contract	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.	Finalised rates 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 May 2023 whichever is later.
8	Annexure-B Page no 49 to 51 of 73	Scope of Work	Pls. refer attached revised scope of work. Annexure-B (Revised)

- d) Above said Corrigendum-2 is also forms part of tender document. All these documents to be downloaded and after duly signed and seal, to be uploaded along with the Technical Bid on BEML SRM Platform while submitting your e-bid.
- e) All other terms and conditions notified in the above Tender Enquiry remain unaltered.

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Deputy General Manager Corporate Materials

PRE BID AGREEMENT

(To be executed on Rs.200/- Non-Judicial Stamp Paper or as per state stamp law)

This Agreement is Made and executed in this day of (The first Part hereinafter referred shall include its successors, administrations, executors and incorporated under the company's Act 1956 having its register (2) M/s (The Second Part hereinafter ASSOCIATES and shall include its successors, administrassigns), a company incorporated under the company's Act 1956 having its register (2) M/s (The Second Part hereinafter ASSOCIATES and shall include its successors, administrations), a company incorporated under the company's Act 1957 have the company's Act 1957 have the company incorporated under the company's Act 1957 have the company incorporated under the company's Act 1957 have the company incorporated under the company's Act 1957 have the company incorporated under the company's Act 1957 have the company incorporated under the company's Act 1958 have the company incorporated under the company's Act 1958 have the company incorporated under the company's Act 1958 have the company incorporated under the company incorporated under the company's Act 1958 have the company incorporated under the company incorporated under the company's Act 1958 have the company incorporated under the company incorporated	to as BIDDER which expression dipermitted assigns) a company red office at and referred to as ASSOCIATE or ations, executors and permitted
WHEREAS M/s BEML Limited., A Government of India U Inviting Tender no dated inviting at (herein after referred to as the said WHEREAS, the said NIT enables a BIDDER to pool his and experience to match the requirements of the NIT and for executance AND WHEREAS, the BIDDER does not have the qualification requirement of the tender but can meet the same by pooling in his ASSOCIATE or ASSOCIATES; AND WHEREAS, the BIDDER is willing to utilize the reason where ASSOCIATES for the purpose of bidding, and executing the content of the ASSOCIATES are agreeable to off experience and assistance to the BIDDER for the execution of the same by pooling in his ASSOCIATES are agreeable to off experience and assistance to the BIDDER for the execution of	bids for undertaking the work of work); d his ASSOCIATES' resources & ution of the contract; cation in isolation to match the nather resources and experience of esources and experience of the ontract if awarded; for their equipments, resources,
 NOW THEREFORE THIS AGREEMENT WITNESSETH AS F The ASSOCIATE permits the BIDDER to show his finance pullers, other transportation equipment, measuring & monitand machinery etc. and experience (barging only) as part BIDDER. The ASSOCIATE undertakes to offer full co-operation to the contract, if awarded. The BIDDER agrees to undertake full responsibility town performance of the contract and shall individually remained without shifting any such liability upon the ASSOCIATE. Nothing contained in this agreement shall constitute partnership, or joint venture between the Parties hereto and any authority or power (and shall not represent themsel power) to contract in the name of or to undertake any liable other Party. The relationship between the parties shall be contained herein is intended, nor shall it be construed as ongoing or continuing relationship or commitment between The BIDDER shall not be liable to the ASSOCIATE for the factors of contract or business opportunity, or for any indirect or conformation. It is agreed between the parties here that all the consequence any default in the due execution of the said works shall be born-lered. 	ce, tools, plants, tractors, trailers, toring Equipments (MMES), men of the resources available to the de BIDDER in the execution of the vards M/s BEML Limited for the nanswerable and liable to them or be deemed to constitute a dineither of the Parties shall have ves on having such authority or ility or obligation on behalf of the de strictly temporary and nothing is creating or requiring any other the Parties. Callure to obtain the Contract or for consequential loss or damage. Sences liabilities etc. arising out of the by the BIDDER. In WITNESS
Signature (First Party)	Signature (second Party)
Name & Official Address	Name & Official Address
Vitness -1 Vitness -2	

For BEML ZIMITED

By. General Manager
Corporate Purelined

4

ANNEXURE -III (Revised)

MANDATORY CLAUSES:

<u>NOTE</u>: 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:

Bidder should be able to transport **Metro cars** through **hydraulic axle trailers** on award of contract.

Metro Car Dimensions: Length: 23.16 Meters, Width: 3.2 Meters, Height: 3.96 Meters, Weight: 44 Metric Ton as per attached drawing in tender document.

SI N o	Technical Details			
	EXPERIENCE IN TRANSPORTATION IN INDIA OF METRO CARS / ENGINEERING EQUIPMENTS WHICH IS A OVER DIMENSIONAL CARGO (ODC) :			
1	Bidders should have experience in successful transportation of Metro Cars in India OR Engineering Equipments which is Over Dimensional Consignment (ODC) from.01.04.2013 onwards for minimum 12 Nos of movement as per followings:			
	 a) Experience in loading/unloading, lashing, safe movement/ transportation of minimum 12 Nos of Metro cars in India through hydraulic axle trailers on door delivery basis. 			
	OR			
	b) 12 Nos of over dimensional consignments (ODC) in India with minimum dimensions indicated below through hydraulic axle trailers.			
	 Length: 23 Mts Width: 2.8 Mts Height: 3.9 Mts Weight: 44 MT 			
	OR			
	c) Minimum 12,Cumulative movement of (a) & (b) through Hydraulic axle trailers.			

For BEMY LIMITED

Corporate Purchase

The details of transport experience meeting the above criteria to be filled by the bidder as per table given below same should be uploaded in SRM platform duly signed & stamped by the bidder/tenderer:

Table:

SI. No	Name of the ODC/Metro project in India	Customer Name with contact details	Quant ity (Nos)	Dimension of consignment (Meters) Length Width Height		Weight (Metric Ton)	
1	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-

Documentary proof of contract copies for minimum 12 Nos of Metro cars or contract copies for 12 nos of over dimensional consignment (ODC) as mentioned at (b) above or minimum 12 cumulative movement of (a) and (b) through hydraulic axle trailers to be uploaded in BEML SRM portal.

Documents to be attached: Experience details as per above table to be uploaded in SRM Portal

Customer feedback:

3

If bidder transported 12 Nos of Metro cars or ODC consignment in single order - one customer feed back to be submitted in SRM Portal.

If bidder transported 12 Nos of Metro cars or ODC consignment in more than one order - at least two customer feed back to be submitted.

If bidder transported 12 Nos of Metro cars from BEML ,BEML PO No to be indicated and copy of PO to be submitted.

Documents to be attached: Customer feed back as per above to be uploaded in SRM Portal

Own Vehicle Infrastructure:

- Bidders should have minimum 6 sets of OWN hydraulic axle trailers with minimum 3 x 3 axle combination (Front 3 Axle and Rear 3 Axle) (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 axle trailers (6 sets) consisting of minimum 3 x 3 axle (Front 3 Axle and Rear 3 Axle) combination required for transportation of Completely Built Metro Cars through Hydraulic axleTrailers 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.

Following Documents to be attached for each set :A) for Hydraulic Axle Trailers (6 Sets)

- 1) Copy of Vehicle Registration Certificate (RC) book.
- 2) Copy of Vehicle Insurance Certificate
- 3) Copy of Vehicle Fitness Certificate
- 4) Copy of Vehicle National Permit.

Enclosures: to be attached for each B) for Prime Movers (6 Nos)

- 1) Copy of Vehicle Registration Certificate (RC) book.
- 2) Copy of Vehicle Insurance Certificate
- 3) Copy of Vehicle Fitness Certificate
- 4) Copy of Vehicle National Permit.



3 Co ntd As per order issued MoRTH all states and union territories it was advised that the validity of fitness, permit(all types), driving license, registration or any other related document(s) whose extension of validity could not or not likely be granted due to lockdown and which had expired since 01.02.2020 to 31.12.2020 is valid till 31.12.2020.

Existing documents to be uploaded in SRM Portal.

Prime movers & Hydraulic axle trailers to be in the name of Organization/Partner / Consortium associates.

Documents to be attached: RC book ,National Permit ,Fitness certificate & Insurance copy to be uploaded in SRM Portal.

4 IBA (Indian Bankers Association) Registration Certificate with validity date (please upload copy in SRM) In case of consortium Bidder should have IBA certificate and same to be submitted in SRM Portal.

Documents to be attached: IBA Registration Certificate.

- Self declaration for (a) Blacklisting/Banning & (b) Cancellation/Short closure of Purchase order.
 - (a) In case, at the time of tender submission if any Bidder /Company/Firm/ Consortium associates 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 disclosed in the technical bid duly uploading with brief details authenticated in the Tenderers letter head & technical Bids of such Bidder /Company/Firm/Consortium Partner will be rejected straight away by BEML.

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:

- (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.
- (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.

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:

- (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.

Documents to be attached : Under taking -Annexure-G as per corrigendum -2 to be uploaded in SRM Portal



Bid Invitation No: 6300034024 Page **8** of **11**

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

Documents to be attached: As per page no. 73 under taking letter on your letter head duly signed with seal by the bidder along with witnesses name and signature.

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:

Dy. General Manager Corporate Purchase SIGNATURE OF BIDDER WITH OFFICIAL SEAL

8

UNDERTAKING

This is to certify that	/Central /State Govt. Dept. / Autonomous		
I / we hereby certify that all the information given above is factual.			
Signature with date of Authorized signatory Name:			
Designation:			
Firm's Seal:			

For BEML LIMITED

Dy. General Manager Corporate Purchase

Scope of Work

- 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 load the metro cars at BEML Bangalore Complex and un-load the metro cars at Mumbai Metro designated depots on "as is where is" condition. A detailed Unloading plan at the depot has to be submitted by the bidders along with the route survey.
- 4. **BEML Scope**: Lifting Wire Rope with Spreader Beam, Brackets, Fasteners & related items at both loading and unloading points.
- 5. **Vendor Scope:** Mobile Crane, Trailer, Puller, Saddles, lashing materials, Tarpaulin (scratch & water proof) & others required items for Loading, Transportation & unloading.

DETAIL SCOPE FOR WORK:

- I. Lifting, Loading & Unloading Arrangement:
 - a) To arrange fitment of lifting brackets at the specified points in the metro cars.
 - b) Attach one side of the wire rope to the crane hook & ensure that the wire rope is not twisted. Locate Crane hook at the center over the Car.
 - c) 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.
 - d) Attach the other side of the wire rope to the lifting brackets.
 - e) Transporter must setup a signal communication between Supervisor & Crane operator and must follow the rule on set-up method, location of Crane on the ground etc.
 - f) 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.
 - g) Raise the Cranes hook slowly & carefully and simultaneously monitor lower part wire rope is attached to lifting brackets.
 - h) Ensure wire rope attached to lifting spreader is tight to protect Car body from rolling and avoid force pulling the rope which may lead to lean to one side.
 - i) Position the trailer under the car when in lifted condition.
 - j) Descend the Car slowly on the Saddles placed over the Trailer and load the car on the Trailer.

Dy. General Manager Corporate Purchase Bid Invitation No: 6300034024 Page 11 of 11

k) Remove the wire rope attached to lifting brackets, lift the spreader ensuring ropes are protected to avoid scratches on the Cars and turn the crane arm to the other side to facilitate the movement of loaded trailer.

- I) Proper lashing of the metro car to be ensured.
- m) Cover the Car using Tarpaulin which should be scratch proof & water proof.
- n) Standard methods to be adopted for Transportation.
- o) Transportation of Metro Cars should be escorted to avoid accidents, damages, thefts etc.
- p) 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.
- c) Unauthorized 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.
- All the documents to be produced as & when required by BEML/Concerned authority.

Dy. General Manager Corporate Purchase