



**BEML LIMITED**

(A Govt. of India Mini Ratna Company under Ministry of Defence)  
"BEML SOUDHA", 23/1, 4th Main, S. R. Nagar,  
BANGALORE – 560 027

**TENDER NOTICE**

Bid Invitation No. 6300037715

Date: 04.07.2022

**Sub: Tender for Road Transport Contract for transportation of Heavy Earth Moving & Mining & Defence Equipments**

BEML LIMITED invites tender through e-mode in three bid system (Pre-Qualification Bid – through manual mode, Technical Bid and Price bid in e-mode through SRM platform from reputed Transporters having experience with Govt. and Public Sector undertakings or other large Organizations of repute for transportation of Heavy Earth Moving & Mining (HEMM) Equipments with Over Dimensional Consignments (ODCs) from various manufacturing units of BEML to customer sites, all major Ports of India / from Dealers to Customers / from Depot to customer /any place to any place in accordance with the enclosed terms and conditions.

All Corrigenda, Addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website [www.bemlindia.in](http://www.bemlindia.in) only. Bidders should regularly visit BEML's websites to keep themselves updated.

Tender Closing Date & Time: 19.07.2022 at 14.00 hrs

Note: - The tender consists of 72 no. of pages of RFQ including this page plus 21 pages of Annexure-H 17 pages Exhibit-A3 and 17 pages Exhibit-A4

Enclosure : as above

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Enclosure to Bid Invitation No. 6300037715 dated: 04.07.2022

### TERMS & CONDITIONS

1. This tender is designated as the tender for Road Transport contract for transportation of Heavy Defence Equipments including Over Dimensional Consignments (ODCs) of BEML LIMITED from BEML manufacturing unit at Palakkad/Mysore/KGF/Bangalore to Customer Sites including Hilly Terrain Projects & all major ports of India/from Dealers to Customers / from Depot to customer /any place to any place for a period of 1 (one) year commencing from the date of award of contract.

Locations of BEML manufacturing plant along with address are as below : -

- 1) Palakkad  
BEML Ltd.  
Defence& Rail Products Division  
Palakkad Complex, Kinfra Park,  
Menonpara road,  
Kanjikode East  
Palakkad, Kerala – 678621
- 2) Kolar Gold Fields(KGF)  
BEML limited.  
EM Division  
Shipping Department,  
BEML Nagar Post,  
K.G.F -563 115(Karnataka)
- 3) Mysore  
BEML Limited,  
Truck Division,  
Shipping Department  
Belavadi Post,  
MYSORE-570018(Karnataka)
- 4) Bangalore  
BEML Limited,  
Shipping Department  
New Thippasandra,  
BANGALORE – 560 075

2. The tender consists of three parts : -

- PART-I: Pre-Qualification Bid – To be submitted manually.
- PART-II: Technical Bid } through e-mode on BEML SRM platform
- PART-III: Price Bid } through e-mode on BEML SRM platform

3. Technical Bid and Price Bid (Part II and Part III) are to be submitted through electronic mode through BEML SRM Portal.

Only Pre-Qualification Bid is to be submitted manually.

Pre-Qualification Criteria: (To be submitted manually): EMD & Integrity Pact

All the bidders intending to participate in the tender should forward the below requisites manually in a sealed cover through fastest courier super scribing the e-bid number on the top of the cover that should reach BEML, Ltd within the closing date & time:

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

Every bidder shall deposit an amount of Rs 58,68,000 ( Fifty eight lakhs sixty eight thousand only) as Earnest Money Deposit with the buyer through any of the following mode before the tender closing date indicated in the tender document:

(i) Account Payee Demand Draft / Banker's Cheque/Fixed Deposit Receipt 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-A having a validity period of bid validity ( 120 Days) + 60 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.

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 58.68 Lakhs.

(OR)

(iv) Insurance Security Bond

3.2. Exemption for payment of EMD: (EMD Exempted only for Micro & Small Enterprises as per MSME Act)

(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/Udyam certificates or Certificate issued by Central Purchase Organization or the concerned Ministry or Department for EMD exemption.

(ii) Bidder / Contractor who had deposited the permanent EMD (PEMD) at ----- 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)+ 60 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 Security/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.
- 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 Guarantee for 3% of the 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:
- If the bidder withdraw/modifies the offer during the Validity Period of the tender.
  - If the successful bidder withdraws the offer after acceptance of the contract.
  - If the successful bidder fails to furnish a Performance Security (Performance Bank Guarantee / Insurance Security Bond/Account Payee Demand Draft/Fixed Deposit Receipt/online payment) specified against this tender within the specified period for satisfactory execution of contract.

### 3.3 Refund of EMD:

01	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.
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:

Sl.no	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	

#### IMPORTANT NOTE to submit EMD

Bidders to ensure submission of EMD 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 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 Assistant 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.

Technical/Price bids shall not be considered for following deviations in pre-qualification bid:

Non-submission of Pre-qualification envelope containing EMD

Envelopes received without superscription as stated 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.

Offers of bidders will be considered for further processing subject to encashment of DD/ BG Verification/insurance Bond Verification/online transfer confirmation submitted towards EMD else their technical bids will be rejected.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs. 58.68 Lakhs will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after award of contract and after receipt of performance bank Guarantee.
- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the contract for reasons whatsoever.
- g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, Udyam Certificate, MSE Certificate (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, superscribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened on closing date i.e 19.07.2022@ 14.00 hrs
- i) No responsibility will be taken for postal or non-delivery/non-receipt of EMD/firms claiming EMD exemption.



As a part of Pre-Qualification process, tenderer needs to furnish the Pre-Qualification Bid by post/ courier or by hand before closing date and time of the tender.

EMD of unsuccessful bidder will be returned after finalization of contract. The deposit towards EMD shall not carry any interest.

**The tenderer is advised to carefully go through the terms & conditions of tender before submitting the tender.**

4. In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the Tenderers letter head and upload.

5. Transporters who are presently put on hold, suspended, de-listed, banned or blacklisted by BEML will not be eligible to participate.

6. This tender form is not transferable under any circumstance.

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

8. Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection.

9. Integrity Pact submitted that is not in the prescribed format are liable for rejection.

10. The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the SRM Portal, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.

11. Please note that as per the directives of Government of India ,Ministry of Defence guidelines all the service provider has to register in GeM (Government e-Market) Portal as seller.

12. Other Terms & Conditions:

12.1 The 'Pre-Qualification Bid' shall be opened at 14:30 hrs in Corporate Office on the tender due date.

12.2 The 'Technical bids' shall be opened on the tender due date.

12.3 Fax/email quotations are not acceptable.

12.4 BEML reserves the right to accept or reject any bid without assigning any reasons thereof.

**12.5 Schedule Of Events**

SI No	Particulars		
1	Floating of e-tender in BEML website and Central Public Procurement Portal	04.07.2022	
2	Last date for forwarding Queries if any, for clarification during Pre-bid meeting	09.07.2022	17.00Hrs
3	Pre-bid meeting	11.07.2022	11.00Hrs
4	Last date for submission of bids through SRM	19.07.2022	14.00 Hrs
5	Opening of Prequalification bids	19.07.2022	14.30 Hrs
6	Opening of Technical bids	19.07.2022	15.00 Hrs

**INTEGRITY PACT:****PRE-CONTRACT INTEGRITY PACT AGREEMENT:**

Bidders who are interested to participate in this tender are required to enter into an “Integrity Pact”. The Integrity Pact envisages an agreement between the prospective vendor/bidder 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 vendors/bidders who have entered into an Integrity Pact with the BEML would be eligible to participate in tendering with BEML. A specimen of the Integrity Pact which is part of tender documents is enclosed at Annexure-B & Annexure B-1 and same has to duly filled signed and stamped by the bidder. Non-submission of original duly signed Integrity pact before the prescribed closing date and time of tender, will be rejected.

The bidder has to execute and submit ‘Integrity Pact’ on plain paper for all tenders of value Rs.1 Crore and above as per Annexure-B & Annexure B-1 to this tender document and the same should be submitted as Pre-qualification document. This integrity pact is a preliminary qualification in entering in to any contract with BEML Limited. For the successful bidder, the integrity pact will remain valid up to 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Offers without duly signed Integrity Pact will be disqualified. The bidder should put their authorized signature in the Integrity pact as a Contractor / bidder with their company seal along with witness’s signature, name & address.

Central Vigilance Commission has appointed as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact. Address of IEM is as follows;

Shri E. K. Bharat Bhushan, IAS (Retd.) Flat No. 5151, Sobha City, Puzhukkal, Thrissur, Kerala - 680 553. Ph: +91 9400797777 Email : [bbhushan55@gmail.com](mailto:bbhushan55@gmail.com)

Shri Akhilesh Kumar, CES (Retd.) 1042, B-1, Vasant Kunj (Near Fortis Hospital) New Delhi -110 070. Ph: +91 9811420440 Email : [er.akhilesh@yahoo.co.in](mailto:er.akhilesh@yahoo.co.in)

**Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.**

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

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

### **13. Pre-Bid 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](mailto:cmimp2@beml.co.in) for the participation on or before 09.07.2022 @17.00 Hrs to share the video-conference link for Pre-Bid meeting scheduled on 11.07.2022 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](mailto:cmimp2@beml.co.in)
- The queries will be accepted and entertained upto 09.07.2022 @ 17.00 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](http://www.bemlindia.in) only.**
- Bidders should regularly visit BEML's websites to keep themselves updated.
- No separate advertisement shall be published in the Newspaper 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

Part-1	Pre-Qualification bid- To be submitted manually
	a) Rs.58.68 lakhs EMD b) Original Integrity pact (As per Annexure-B & Annexure B-1) duly filled, signed and stamped
Part-2	Technical Bid – To be uploaded SRM Portal
	a) Annexure–C duly filled, signed and stamped in prescribed format with required documents b) Annexure-D, Annexure-H, Annexure-J, Annexure-K ,Exhibit-A1,Exhibit-A2 ,Exhibit-A4 duly filled, signed and stamped in prescribed format
Part-3	Price Bid-(As per Annexure-H) Please quote the price details in SRM Portal only against the respective items provided therein

### FORMAT OF BID GUARANTEE FORM

**Note:**

- 1.This guarantee shall be furnished by Scheduled Commercial Banks authorized by RBI to issue a Bank Guarantee.
- 2.This bank guarantee shall be furnished on stamp paper value as per prevailing Stamp Act.  
(At present not less than Rs. 200/-)
- 3.The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.
- 4.In the case of foreign bidder the B.G. may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Scheduled Commercial Bank in India authorized by Reserve Bank of India.

**DATE:**

**BID GUARANTEE NO:**

**Ref:**

**To, BEML LIMITED**

(Address of concerned Division/ Corporate Office) Dear Sirs,

.....  
.....

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 for an amount of Rs.....(In word Figures) valid for ..... days from ..... Is required to be submitted by the bidder as a condition precedent 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 the.....Bank 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 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 bid guarantee is issued

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

witness (Signature)

Name in (Block letters)

(Bank's common Seal)

Official address:

Date:

## INTEGRITY PACT

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

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.

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 A-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 the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

### 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.

(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.

(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.

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 (For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1: Witness 1:

(Name & Address) -----

(Name & Address) -----

-----

-----

Witness 2:

Witness 2:

(Name & Address) -----

(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](http://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/ representative in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BEML LTD in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in 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.

#### 14. Other Terms and Conditions

Please upload all the technical documents in the SRM Portal. Please ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid. In case price details are found in technical bid, the bid shall be rejected. Technical Bid is to be uploaded as per **Annexure-C** along with relevant documents.

**Transporters who have already been empanelled by BEML against Bid Invitation Number 6300031078 need not have to upload their documents pertaining to Technical Bid, they should only upload a copy of the empanelment letter issued by BEML as part of technical bid.**

15. Performance Bank Guarantee (PBG) : The successful tenderer shall furnish a Performance Bank Guarantee (as per BEML Proforma at Annexure-I) for 3 % of contract value to be executed by any Scheduled Commercial Bank in India authorized by Reserve Bank of India only issued preferably by Bangalore branch within 15 days after award of contract/letter of Acceptance by BEML to ensure satisfactory operation of the contract. The Performance Bank Guarantee should be valid for a period of six months beyond the expiry date of the contract. In the event of extension of contract, the PBG shall also be extended automatically by the transporter.

15.1 Return of Performance Bank Guarantee: The Performance Bank Guarantee will be returned to the successful tenderer after six months of the expiry of contract and upon there being no claim in full or part thereof on the Transporter. Also Transporter to submit no claim certificate stating that no claim from BEML.

##### 15.2 Encashment of Performance Bank Guarantee by BEML:

- i. The Performance Bank Guarantee will be encashed by BEML to the extent necessary if the performance is not satisfactory.
- ii. After acceptance of the contract, if tenderer decides to withdraw any places opted during tendering
- iii. If there is any breach of terms and conditions of the contract on part of the successful tenderer after award of contract.
- iv. In case of failure to execute the agreement.
- v. If the successful bidder fails to start and perform work in accordance with the instructions given by BEML as per the agreed terms.

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

16. Transporters shall ensure that Motor Vehicle Act 1989 (as amended upto date) is strictly followed as applicable. Vehicles must carry upto date fitness, road permit, insurance and related documents/certificates.

17. Octroi and other levies, if any, during enroute till reaches the destination shall be paid by the Transporter and claimed along with the freight charges duly supported by proper original receipts obtained from the authorities identifying the consignments. No other charges such as over dimensional charges, demurrage, loading / unloading, Hamali and storage charges etc., will be paid by BEML under any circumstances. While accepting consignment for transportation, the

Transporters should ensure that necessary documents for checkpoint are collected so that consignments are not detained enroute. If a consignment is detained enroute by checkpoint authorities due to insufficient documentation or any reason and penalty such as, advance tax, compound tax, etc is imposed such payments will have to be borne by the Transporters and consignment to be released and delivered in time and any detention on this account the Transporter would be responsible.

18.Price Bid Validity: should be valid **for 120 days** (one hundred twenty days) from the date of tender opening.

BEML's acceptance of the tender at the quoted / negotiated rates will be binding on the tenderer during the tenure of contract.

Bidders are advised to take into account all possible factors affecting fluctuations in the market rate, during the contract period.

No request for revision of rates for any reasons whatsoever, except on account of increase/decrease in High Speed Diesel(HSD) price (as per Fuel Price Variation Formulae) will be admitted during pendency of the contract.

#### 19.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 5% 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 of (<https://www.goodreturns.in/diesel-price-in-bangalore.html>), Bangalore will be taken as the basis for applicability of increase/decrease in rates. If the price increase of the HSD is less than 5%, no increase in freight charges will be considered. Any variation beyond 5% will be admitted to the extent beyond 5%

Revision in freight charges =  $\frac{\text{Distance in Kms} \times \text{Increase/decrease in HSD Price Per Litre.}}{\text{Kms per Litre (Diesel Consumption)}}$

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

TYPE OF VEHICLE	Kms Per Litre (Diesel Consumption)
High bed Trailer	2.50 Kms.
Low / Semi-Low Bed Trailer(Double / Triple)	1.25 Kms.
All Trucks	3.50 Kms

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), will be taken as a base for finalizing the contract.



- Any addition / subtraction in the Diesel price variation beyond 5% 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 7%, the applicable increase will be 2% (i.e. 7% minus 5%) for the next 3 months)

e.g. Period from 01.01.2022 to 31.03.2022 (3 months)

01.01.2022 to 31.03.2022 – 92 Days      Rs.X1  
92 Days

Applicable weighted Price of Diesel for the period from 01.04.2022 to 30.06.2022 will be: -  
X1/92

In case the Contract starts from other than the calendar 1st day of Quarter, fuel price variation for first block period will be calculated considering actual no. of days between date of tendering and 1st day of nearest Calendar Quarter.

20. The tenderer should own a fleet of trucks, Prime movers capable of hauling standard trailers loaded with cargo weighing upto 40T or 45T Trailers viz Low bed, Semi low bed, and High bed of sufficient capacity & dimension to carry HEMM Equipments /ODCs. The minimum requirement of Trailers owned by Organization /partners and operated by the Tenderer Organization shall be as follows: -

- a) Low Bed Trailers – 05 Nos
- b) Semi Low Bed Double Axle Trailers – 05 Nos
- c) Semi Low Bed Triple Axle Trailers – 05 Nos
- d) High Bed Trailers – 05 Nos
- e) Multi Axle Trucks of 16T & 21T – 5 Nos

or at least 05 Nos each in any two of a, b, c, d & e

Vehicles should be well maintained & in good running condition complying RTO norms.

21. The successful tenderer/s (henceforth referred as Transporter) shall enter into a Contract Agreement on a Rs. 200/- stamp paper within 15 days from the date of issue of letter of Intent with BEML embodying the terms & conditions of this tender and other suitable condition as may be laid down by BEML. The agreement shall be valid for one years from the date of awarding contract and with a provision for extension for further period upto one year at the same rate, terms & conditions. The draft agreement (as per BEML proforma) to be signed after finalization of the contract.

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

22. All consignments shall be lifted by the Transporter in the type of vehicle specified from BEML, works, viz: Bangalore Complex, KGF Complex, Mysore Complex and Palakkad Complex and

delivered to the designated consignee specified. The Transporter shall contact the Shipping Departments at BEML Bangalore / KGF / Mysore / Palakkad everyday and ascertain details of consignments and arrange for transportation of the same after obtaining necessary work order/loading slip.

23. It shall be the responsibility of the Transporter to ensure the safety and security of the consignment entrusted to him for carriage and to effect delivery to the designated consignee in the same sound condition in which it was handed over to him and within the prescribed time.

24. Goods loaded in the vehicles should be fully protected by covering it properly wherever required by the Transporter. The Transporter has to take necessary steps to prevent loss, damage or deterioration of the consignment while in his custody and he will be liable to make good any loss due to theft, pilferage or non-delivery as also any damage caused due to his failure. Any destruction / deterioration / loss / damage caused to the consignments entrusted to the Transporter for transportation, be it due to whatever reason, shall be made good by the Transporter to BEML.

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

## **25. Deployment of Vehicle**

It shall be the responsibility of the Transporter to arrange as many vehicles as may be required and are to be road worthy to transport the consignments entrusted to him from time to time. The vehicles shall conform to the respective Government regulations, Motor Vehicle Rules and be fully licensed on that behalf. The Transporter shall also be responsible to provide vehicles as required by BEML within the shortest possible time as given below from the date of intimation of the requirement of the vehicles to the Transporter

- a) Bangalore - within 24 Hours.
- b) KGF - within 24 Hours
- c) Mysore - within 36 Hours
- d) Palakkad - within 36 Hours
- e) Dealers' premises, Service Centres, District Offices, Regional Offices, Customer site etc – within 72 Hours.

**Approx. Distances for some of the customers from BEML Divisions are indicated at Annexure-F and for these places, freight shall be admissible as per distances mentioned therein.**

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

26. The vehicles should be positioned at shipping units of BEML during day time only for loading. The vehicles will not be generally loaded after day time and on weekly holidays, factory holidays or on any other unforeseen holidays except under emergency/special circumstances.

**Detention charges of vehicle category Low bed, Semi Low bed, high bed trailer and Truck at loading and unloading point shall be admitted at Rs.2000 per day (Full day) of detention beyond 72 hours with necessary management approval by loading department / division. The transporter has to provide vehicle tracking details and also confirm the vehicle reached date and time to the concerned loading and unloading/shipping authority.**

27. BEML reserves the right to use its own transport or the transport of other road transport contractors of its own choice and discretion during the tenure of the contract, whenever required, particularly when the Transporter is unable to quickly transport the consignments or when he fails to place the vehicles in time then BEML will have the right to transport the consignments through any other agency at the sole risk and cost of the Transporter. The excess freight thus incurred in this regard will be to the Transporter's account and the same will be recovered from the Transporter's outstanding bills/PBG on case to case basis.

28. Three copies of G.C. (Goods Consignment) Notes shall accompany the consignment.

29. Transshipment of the consignment in any form will not be permitted unless prior permission is obtained from the company to do so in case of breakdown/accident. Sub-contracting of the transportation of the consignment is not permitted.

30. BEML cannot give any guarantee or indication regarding the extent of consignments / load that may have to be transported by the Transporter during the tenure of the transport contract.

### 31. TIME SCHEDULE

Timely delivery is the essence of the contract. The Transporter shall therefore, ensure that the consignment entrusted them for carriage is transported and delivered safely to the designated consignees as per the following schedule time.

North Zone – within 25 days,

South Zone – within 10 days,

East Zone – within 25 days

West Zone – within 15 days

North East Zone – within 30 days &

North West Zone – within 15 days

32. The vehicles should be GPS enabled to ensure continuous monitoring of movement of consignments.

33. The Transporter will arrange to inform BEML either by Phone / SMS / Fax or e-mail about & upon reaching the destination, failing which penalty will be levied at Rs.200/- per day for non receipt of messages and this amount will be deducted from transporters bill, in case LD is levied on BEML by our customer for delay in delivery arising out of non-communication.

34. Intimation of delivery of equipment at destination and acknowledgement has to be submitted to BEML Bangalore Complex / KGF / Mysore / Palakkad within 7 days of delivery. Weekly report on progress of consignment movement while in transit to be submitted to BEML positively in writing.

35. Transporter has to submit report regarding any break down/accident while in transit immediately to BEML, by Phone, Fax or e-mail and take immediate action as directed by BEML and on failure of action, Performance Bank Guarantee will be en-cashed in addition to termination of contract and other penalty.

36. In case of any accident, the Transporter should protect the right of recovery by lodging FIR in co-ordination with insurance surveyor, etc. Trailer carrying the equipment/consignment/items is not to be moved from the accident spot before the survey by the Insurance Company is done.

### 37. PENALTY CLAUSE :-

37.1 In the event of late delivery of equipments, other than the committed delivery time (as indicated in clause 31) penalty shall be levied at 1% of transportation charges per day with a maximum of 25%.

In addition to the above, if BEML is levied Liquidated Damage (LD) charges by their customer, then same amount shall be recovered from respective transporters' outstanding bills/PBG.

37.2 In the event of non-placement of vehicle within the allowed time for various penalty shall be levied at Rs. 1000 per day delay for 3 days but not exceeding Rs. 3000.

In addition to the above, any extra or consequential expenses incurred by BEML due to non-placement of vehicle, shall be recovered from respective transporters' outstanding bills/ PBG.

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

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

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

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

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

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

**41. TERMINATION OF CONTRACT:**

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

Notwithstanding anything stated in this contract, the Chief of Stores of Respective Division will have the right to terminate the contract without notice and without assigning any reason, if he is of the opinion that the Transporter is negligent in rendering services in terms of this Contract or the services rendered are not satisfactory.

**42. TRANSPORTERS RESPONSIBILITY / LIABILITY:-**

- The Transporter shall always be regarded, as an independent contractor for transportation of consignment and their employees shall not at any time regarded as BEML's employees. BEML shall not be liable / responsible for any damage / loss or injury, if any, caused to the life or property of any person/s by reason of any acts of commission or negligence on the part of employees of the Transporter.
- BEML shall not be liable / responsible for the claims, if any, of the employees of the Transporter under Workmen Compensation Act or any other enactments. The Transporter shall keep BEML fully indemnified and harmless always against all claims and proceedings, if any, of his employees or other against BEML.
- The Transporter shall be responsible to BEML for the good behavior of his personnel whilst they are in the BEML's premises. Vehicles and personnel of the Transporter entering the BEML premises will be subject to scrutiny, check and other rules framed by BEML, Transporter shall also ensure good behavior with our customer at the time of giving delivery of equipment.
- The Transporter shall hold BEML harmless and indemnified against all claims for damages (inclusive of legal costs in connections therewith) whether arising in consequences of personnel injury or death (irrespective of whether such claims arises in accordance with the provisions of the latest workmen's Compensation Act or any other Law in force) or to any other property by accident, negligence or otherwise arising out of and in the course of execution of the contract. And if any amount is made payable by BEML, the same shall be reimbursed to BEML immediately on receipt of a claim or the same shall be recovered out of any of the amounts due to the Transporter.
- During the currency of the contract, the Transporter will be responsible for the safety of all the persons and BEML's property within the vicinity of the works. If there is any loss to BEML due to

the negligence or fault of the Transporter or its employees or representatives the Transporter shall compensate BEML for such loss as assessed by BEML.

- Adequate and well protected warehousing facilities to handle bulk and heavy consignments at all Branches if required to be ensured.
- Transporter shall ensure that the vehicles used for transporting BEML equipments are fully compliant with Emission norms & to have the renewed certificate issued by a competent authority.
- Please note that in absence of the above certificates the subject vehicles will not be allowed to enter / park inside the factory premises / Division of BEML Ltd. This is mandatory requirement for ISO-14000, Environment Management System.
- The Transporter shall comply with / discharge all liabilities towards the labour employed under the provisions of various enactments such as latest applicable Contract Labour (Regulation and Abolition) Acts and Karnataka Rules etc., and also the provisions of all other laws such as Industrial Disputes Act, Factories Act, Employees State Insurance Act, Workmen Compensation Act, Employees Provident Fund Act, Gratuity Act., etc., as may be applicable to the Transporter and shall keep BEML fully indemnified and harmless at all times in respect of breaches, if any, of the said laws on the part of the Transporter and or on any other account.
- BEML shall not be liable for any action direct or indirect that may be instituted by any person or body of persons or Government against the Transporters in connection with the transportation of BEML's consignments entrusted to them for transportation or any consequent liability and the Transporters shall keep BEML fully indemnified in that behalf.
- The Transporter should provide the valid Driving License & Accident free record of each driver before taking up the BEML consignment for movement. The driver of the vehicle should have the cell phone for easy communication & to know the status of the delivery then & there.

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

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

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

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

**44. ARBITRATION:**

Applicable for Govt. / PSU Company (added)

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

Applicable for other than Govt. / PSU Company (added)

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed thereunder. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.)

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

In case of dispute as regards the satisfactory performance or otherwise of the contract, the decision of the Chief of respective Division" shall be final and legally binding.

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

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

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



#### 47. PRICE BID THROUGH e-MODE

The rates quoted shall be for transporting the Equipments by road from manufacturing unit of BEML Bangalore Complex, Mysore Complex, KGF Complex and Palakkad complex of BEML Manufacturing plants to Customer Sites including Hilly Terrain, SAIL RMD (M/s Steel Authority of India Ltd.-Raw Material Division) Projects & all major ports of India / from Dealers to Customers/from Depot to customer /any place to any place.

#### 48. Determination of Lowest (L1) Tenderer:

- a. The bidder shall quote the rates per KM in Rs. for transporting in 'Item Data' in SRM portal as per equipments details indicated in "Annexure -H" to Bid invitation Number 6300037715".
- b. The equipments details are as per "Annexure-H" to Bid invitation Number 6300037715". The lowest bidder for a particular line item will be considered as L1.
- c. BEML shall have three transporters for each line item with equal load distribution for each line item. The finalized rates of L1 tenderer will be counter offered to L2 & L3 tenderers.
- d. If L2 / L3 do not accept the counter offer of L1 rates for any line item, 100% order will be issued to L1 tenderer.
- e. BEML reserves right to enter into contracts with more than one tenderer for the same route and /or any route and / or all routes for any combination of equipment with equal distribution.
- f. The minimum distance will be reckoned as 250 Kms upto the radius of 100 kms from loading point and 400 kms beyond the radius of 100 kms for freight admissibility. The decision of the Chief of Shipping Department" regarding applicability of minimum distance will be final and binding.
- g. Additional charges applicable for SAIL RMD projects hilly terrain area / North Eastern / J&K area is 8% on total freight bill. The hilly terrain area should be certified by the respective Regional Manager of BEML. The additional charges of 8 % of freight charges for SAIL RMD projects, hilly terrain area / North Eastern / J&K area.
- h. Any revision/request for increase of rates for such areas later will not be entertained.
- i. Tenderer has to submit bids for all the line items mandatorily in Price bid, failing which the offer will be rejected.

#### 49. Business Commitment:-

Approximate Volume of business based on past period is furnished in Exhibit A3 '. This volume is tentative and is furnished for guidance purpose only. Further, the volume mentioned may vary substantially on either side. BEML at this stage cannot guarantee the volume of business.



## Annexure – C

## TECHNICAL BID DETAILS

(To be filled by Bidder and to be uploaded in SRM portal along the relevant documents)

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

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

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

SI No	Particulars	To be Filled and documents to be uploaded in PDF format wherever required
A. MANDATORY CLAUSES (SL NO. 1 TO 6)		
1	Registration with the Indian Banker's Association (IBA).	Please upload self certified copy of the Valid Certificate which is in force.
2	Registration under The Carriage by Road Act, 2007 (added)	Please upload self-certified copy of the Valid Certificate of Registration under the Carriage by Road Act 2007 which is in force.
3	<p>The Organization / partner shall have a minimum three years of past experience from 01/04/2016 onwards with organizations of repute in transportation of 'HEMM Equipments &amp; ODCs. Performance certificate(s) in support of three years of past experience from 01/04/2016 onwards for transportation to be issued by an authorized officer of the Institutions / Customers in their company letter head indicating clearly period of contract(s) AND details of transportation work carried out in respect of transportation of 'Heavy Earth Moving &amp; Mining (HEMM ) Equipments &amp; ODCs.</p> <p>Period of contract(s) in performance Certificate(s) must cover 3 years of past experience from 01/04/2016 onwards. Certificate should be enclosed.</p>	<p><i>Please upload</i></p> <p><i>Self      Attested      Performance</i> <i>certificate(s).</i></p>
4	Tenderer's average annual turnover for the last three financial years (i.e. 2018-19, 2019-20 and 2020-21) shall not be less than	Please indicate below the details: Turn over (Rs. Crores)

	Rs.8.80 Crores.	<p>2018-19:-----  2019-20:-----  2020-21:-----  (Figures should be indicated above for year wise as appearing in Audited financial statements.)  For 2020-21 Unaudited / Provisional financial figures may be indicated, if audited figures are not available.</p> <p>Upload Self attested copies of Balance Sheet and Profit &amp; Loss Account for the above three financial years.  In case 2020-21 accounts not finalized provisional figures will have to be self-attested and uploaded.</p>
5	<p>The minimum requirement of Trailers &amp; Trucks owned by Organization/partners and operated by the Tenderer Organization shall be as follows:-</p> <p>a) Low Bed Trailers – 05 Nos  b) Semi Low Bed Double Axle Trailers – 05 Nos  c) Semi Low Bed Triple Axle Trailers – 05 Nos  d) High Bed Trailers – 05 Nos  e) Multi Axle Trucks of 16T &amp; 21T – 5 Nos</p> <p>or at least 05 Nos each in any two of a, b, c, d &amp; e</p> <p>Transporters shall upload documents for having Trailers /Truck along with supporting documents i.e. Registration Certificate (RC), Insurance</p>	<p>Please upload Self certified copy valid Registration Certificate (RC) and Insurance along with the format as per Exhibit-A2.</p>
6	<p>Please upload duly signed with seal an “Undertaking letter” as a token of acceptance of all the tender terms and conditions on bidder Company’s letter head as per Annexure – D.</p>	<p>Please print the text as per Annexure - D on your letter head and upload the same duly signed with seal by the bidder.</p>

INFORMATIVE CLAUSES (SL NO. 1 TO 10)		
1	Name of Transporter along with Complete address and Contact Nos.	<p>Please indicate</p> <p>Name:-----</p> <p>Address:-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>Phone no.-----</p> <p>Contact Person name:-----</p> <p>Email Address:-----</p> <p>Mobile no.-----</p>
2.	Constitution of Company i.e. (Proprietor/ Partnership / Pvt. Ltd./ Limited/ Other)	<p>Please indicate nature of organization details</p> <p>-----</p> <p>and also upload self attested copy of Certificate of Incorporation / Registered Partnership Deed / proprietor certificate issued by Govt. Authority.</p>
3	Name and Contact Details of the management:	<p>Authorized persons for day to day operation. Any change, the transporter shall intimate the same Furnish Minimum 2 persons details.</p> <p>1) Name :- Designation Address :- ..... ----- ..... -----</p> <p>Contact no.</p> <p>2) Name :- Designation Address :- ..... ----- ..... -----</p> <p>Contact no.</p>
4	Income Tax PAN Number	Upload self certified copy of PAN card.
5	Latest annual Income Tax returns filed and duly acknowledged by the IT department.	Upload self certified copy of Income Tax returns filed.

6	GST Number (Please furnish a copy of Registration):	Upload self-attested copy of GST Registration
7	<p>The tenderer shall have 04 Branch Offices with telephone/ Mobile/email/ fax at Bangalore/ Mysore/ KGF /Palakkad (Tenderer shall have office atleast within a radius of 60 kms). Tenderer shall provide addresses for above 4 Branch offices as per Exhibit – A1.</p> <p>Note: Bidder Should have Branch Office at Bangalore ,if bidder does not have branch office at other 3 places , bidder has to open branch office at all the places mentioned above within one month from the date of award of contract.</p>	Please upload duly filled Exhibit- A1 with sign and seal.
8	<p>Should a bidder or in the case of a firm or company of bidder's one or more of its partners Shareholders/ Directors have a relation or relations employed in BEML, the authority inviting tender shall be informed of the fact along with the offer.</p> <p>If it is found that the Bidder has not provided the true information then BEML reserves the right to cancel the contract and forfeit the EMD/ Performance Bank Guarantee forthwith.</p>	<p>If relation or relations employed in BEML. Please declare with complete details and upload.</p> <p>If nothing is declared then it will be presumed that there is no relation / relations employed in BEML.</p>
9	In case any Person / Persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the letter head and upload.	<p>If any litigations, arbitration cases between themselves and BEML Ltd, then please declare with complete details and upload.</p> <p>If nothing is declared then it will be presumed that there is no litigations, arbitration cases.</p> <p>If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract and forfeit the EMD/ Performance Bank Guarantee forthwith.</p>

10	Authorized signatory for the tender shall be the person holding 'Authorization Letter from Company' on behalf of the firm/company/bidder-concerned who is authorized/empowered to act on behalf for the specific purpose and same to be uploaded. The authorization letter to be issued in Company's letter head duly certified by Competent Authority.	Authorization Letter to be uploaded.
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NOTE: All the terms indicated above form part of tender terms and conditions. Above terms are classified as mandatory and non-mandatory for the purpose of Technical Evaluation of bids only.

I/We certify that to the best of my / our knowledge, the particulars furnished above are true.

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

I / We agree to remit 3 % of contract value as Performance Bank Guarantee from an any Scheduled Commercial Bank in India authorized by Reserve Bank of India only within 15 days after award of contract/ from the date of Letter of Intent, whichever is earlier.

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

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions 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.

Place:

Date:

(Signature of the Bidder)  
Full name with seal

Annexure - D

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

To,

The Assistant General Manager  
Corporate Materials  
BEML Ltd.,  
23/1,4<sup>th</sup> Main,  
S.R. Nagar, Bangalore

Sub:- Undertaking with respect to Bid Invitation No.6300037715

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 3% of contract value as 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 72 plus 21 pages of Annexure-H ,17 pages Exhibit-A3 & 17 pages of Exhibit-A4) 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

## Exhibit – A1

## BRANCH OFFICE DETAILS

Sl. No.	Location	Full Address	Contact Details (Name, Mobile No/ Phone no & email id)
<i>Tenderer shall have branch office atleast within a radius of 60 kms. Please fill up details as required below :-</i>			
1.	Palakkad		
2	Bangalore		
3	Mysore		
4	KGF		

Note: Bidder Should have Branch Office at Bangalore ,if bidder does not have branch office at other 3 places , bidder has to open branch office at all the places mentioned above within one month from the date of award of contract.

PLACE:

TRANSPORTER NAME:

&amp; SIGNATURE:

DATE:

WITH OFFICIAL SEAL

Exhibit-2 Vehicle Details						
Sl. No	Type of the Vehicle	R.C. book copy provided - Yes/No	Vehicle Registration No. / Date	Indicate whether vehicle in Company name / Partner Name	Insurance No. / Validity	Name of the Insurance Company
1	Low Bed Trailers					
2	Low Bed Trailers					
3	Low Bed Trailers					
4	Low Bed Trailers					
5	Low Bed Trailers					
6	Semi Low Bed Double Axle Trailers					
7	Semi Low Bed Double Axle Trailers					
8	Semi Low Bed Double Axle Trailers					
9	Semi Low Bed Double Axle Trailers					
10	Semi Low Bed Double Axle Trailers					
11	Semi Low Bed Triple Axle Trailers					
12	Semi Low Bed Triple Axle Trailers					
13	Semi Low Bed Triple Axle Trailers					

Place:  
Date

(Signature of the Bidder)  
Full name with seal



14	Semi Low Bed Triple Axle Trailers					
15	Semi Low Bed Triple Axle Trailers					
16	High Bed Trailers					
17	High Bed Trailers					
18	High Bed Trailers					
19	High Bed Trailers					
20	High Bed Trailers					
21	Multi Axle Trucks of 16T & 21T					
22	Multi Axle Trucks of 16T & 21T					
23	Multi Axle Trucks of 16T & 21T					
24	Multi Axle Trucks of 16T & 21T					
25	Multi Axle Trucks of 16T & 21T					

Place:  
Date:

(Signature of the Bidder)

## Annexure – E

## List of M/s. SAIL RMD Projects

SI No	Projects
1	M/s. STEEL AUTHORITY OF INDIA LIMITED, RAW MATERIALS DIVISION, GUA ORE MINES, PO GUA, DISTRICT: SINGHBHUM, JHARKHAND – 833213.
2	M/s. STEEL AUTHORITY OF INDIA LIMITED, RAW MATERIALS DIVISION, MEGHAHATUBURN IRON ORE MINES, PO MEGHAHATUBURU, DIST: SINGHBHUM, JHARKHAND – 833222.
3	M/s. STEEL AUTHORITY OF INDIA LIMITED, RAW MATERIALS DIVISION, BARSUA IRON MINES, POST : TENSA, DIST: SUNDERGARH, ORISSA.
4	M/s. STEEL AUTHORITY OF INDIA LIMITED, RAW MATERIALS DIVISION, BOLANI ORES MINES, DIST: KEONJHAR, ORISSA – 758037.
5	M/s. STEEL AUTHORITY OF INDIA LIMITED, RAW MATERIALS DIVISION, KIRIBURN IRON MINES, DIST: SINGHBHUM, JHARKHAND - 833 221.

## Annexure-F

## DISTANCE FROM MANUFACTURING UNIT KGF TO DGBR &amp; E-IN-C

SL NO.	DESTINATION	PRJECT	KM
1	ADAMPUR	DGBR & E-IN-C	2520
2	AGARTALA	DGBR & E-IN-C	3580
3	AMBALA	DGBR & E-IN-C	2345
4	AWAMTHIPUR	DGBR & E-IN-C	3000
5	BAME/ ALONG	DGBR & E-IN-C	3480
6	BHUJ	DGBR & E-IN-C	2105
7	BIKANER	DGBR & E-IN-C	2400
8	BARMER	DGBR & E-IN-C	2270
9	BINAGURI	DGBR & E-IN-C	2950
10	BINAPOLE	DGBR & E-IN-C	1990
11	CHAKKI BANK	DGBR & E-IN-C	2640
12	CHANDIGARH	DGBR & E-IN-C	2390
13	CHURACHANDEPUR/ MANIPUR	DGBR & E-IN-C	3525
14	DEHU ROAD	DGBR & E-IN-C	950
15	DIMAPUR	DGBR & E-IN-C	3300
16	DINJAN	DGBR & E-IN-C	3480
17	DINJAN	DGBR & E-IN-C	3480
18	DOOM DOOMA	DGBR & E-IN-C	3990
19	GORAKHPUR	DGBR & E-IN-C	2075
20	GUWAHATI	DGBR & E-IN-C	2980
21	HALWARA	DGBR & E-IN-C	2480
22	HANUMAN GARH	DGBR & E-IN-C	2605
23	HISSAR	DGBR & E-IN-C	2320
24	HASHIMARA	DGBR & E-IN-C	2630
25	IMPHAL( MANIPUR)	DGBR & E-IN-C	3515
26	JALPAIGURI	DGBR & E-IN-C	2510
27	JAMMU	DGBR & E-IN-C	2735
28	JAIGAON	DGBR & E-IN-C	2640
29	JAISALMER	DGBR & E-IN-C	2460
30	JOODHPUR	DGBR & E-IN-C	2155
31	JULLUNDER CANTT	DGBR & E-IN-C	2510
32	KACHRAPARA	DGBR & E-IN-C	1950
33	KHELIARIAT( MAGHAYALA/JOWAI)	DGBR & E-IN-C	3170
34	KHIRMU ( TAWANG/ARUNACHAL PREDESH)	DGBR & E-IN-C	3600
35	KIMIN	DGBR & E-IN-C	3580
36	KISHTWAR	DGBR & E-IN-C	2960

37	KOLKATTA	DGBR & E-IN-C	1925
38	LAMPHPAT (IMPHAL )	DGBR & E-IN-C	3515
39	LEH	DGBR & E-IN-C	4000
40	LIKABALI	DGBR & E-IN-C	3555
41	MALPUR (JAMMU/J&K)	DGBR & E-IN-C	3000
42	MARIANI /JORJHAT	DGBR & E-IN-C	3200
43	MISAMARI	DGBR & E-IN-C	2955
44	NAGROTA	DGBR & E-IN-C	2720
45	NAGPUR	DGBR & E-IN-C	1140
46	NEW BONGAIGAON	DGBR & E-IN-C	2790
47	NEW DELHI	DGBR & E-IN-C	2150
48	PANITOLA	DGBR & E-IN-C	3460
49	PATHANKOT	DGBR & E-IN-C	2625
50	PHENENGLA (SIKKIM)	DGBR & E-IN-C	3000
51	PHUENTSHOLING (BHUTAN)	DGBR & E-IN-C	3100
52	PUNE	DGBR & E-IN-C	925
53	RAJORI	DGBR & E-IN-C	2905
54	RANGIA	DGBR & E-IN-C	2975
55	RANGRATE (SRINAGAR)	DGBR & E-IN-C	3030
56	RISHIKESH (HARIDWAR/ UTTRANCHAL)	DGBR & E-IN-C	2380
57	ROORKEE	DGBR & E-IN-C	2325
58	ROING DIVN	DGBR & E-IN-C	3720
59	ROPER	DGBR & E-IN-C	2530
60	SEILING (AIZAWAL/MIZORAM)	DGBR & E-IN-C	3495
61	SILCHAR	DGBR & E-IN-C	3320
62	SILIGURI	DGBR & E-IN-C	2505
63	SIRSA	DGBR & E-IN-C	2405
64	SPITUK (LEH / J&K)	DGBR & E-IN-C	4000
65	SRINAGAR	DGBR & E-IN-C	3030
66	SUJANPUR	DGBR & E-IN-C	2625
67	SUKNA	DGBR & E-IN-C	2515
68	SUNDRUP JONGKHAR	DGBR & E-IN-C	3100
69	TANAKPUR	DGBR & E-IN-C	2325
70	TAMALPUR	DGBR & E-IN-C	2950
71	TEJPUR	DGBR & E-IN-C	3100
72	TENGA	DGBR & E-IN-C	3360
73	TINSUKIA	DGBR & E-IN-C	3505
74	UDHAMPUR	DGBR & E-IN-C	2795
75	VARANASI	DGBR & E-IN-C	1820
76	VARINAG( ANANTNAG/ J&K)	DGBR & E-IN-C	3090
77	VIJAYAPUR (J&K)	DGBR & E-IN-C	3040

**DISTANCE FROM MANUFACTURING UNIT KGF TO ECL PROJECTS**

SLNO	DESTINATION	PRJECT	KMS
1	PANDAVESHWAR	DALURBUND	1970
2	BANKOLA	JHANJRA	1960
3	DANDADH	GHANAHYAM	1948
4	DURGAPUR		1935
5	KAJORA	JK FIR BHAKTARNAGAR DANDADH	1950
6	KAPASARA	MUGMA	2045
7	KASTA AREA	NARAYANKURI GANGARAMEHAK	2025
8	KENDA AREA	CHORA TUMNI	1975
9	KUNUSTORIA AREA	PARESA RONAI BANSRA	1960
11	NIRSHA AREA	GOPINATHPUR NISHRA BHODANA KHOODIA	2000
12	RAJMHAL AREA		2170
13	S P MINES AREA		2170
14	SALANPUR AREA	BOMJIMEHRA DALIMA GOURAMDH	1990
15	SATGRAM	KAWDASPUR	1965
16	SODEPUR	NANKRAKONDA AVIRAMPUR	1990
17	SONEPUR BAZARI	KUMARKELLA	1970

**DISTANCE FROM MANUFACTURING UNIT KGF TO WCL PROJECTS**

sl no	DESTINATION	PROJECT	KMS
1	BALLARPUR	CHANDRAPUR	1030
2	TADALA	CENTRAL STORES	1060
3	SASTI	CHANDRAPUR	1103
4	CHANDA RAYATWARI	CHANDRAPUR	1048
5	CHANDRAPUR	CHANDRAPUR	1115
6	DURGAUR/PADAMPUR		1053
7	GHUGUS AREA		1083
9	HARENBHATTA-OCP		1210
1	LALPETH/CHANDRAPUR	CHANDRAPUR	1043
11	KAMPTEE	GUNDGAON	1170
12	KANHAN AREA		1360
13	MAJRI	NEW MAJRI AREA	1115
14	NAGPUR AREA	UMRER	1176
15	PARASA(PENCH AREA)	PENCH AREA	1355
16	SATIDHUPTALA		1103
17	SILESWARA		1185
18	UMRER		1195
19	PIMPALGAON		1083
20	YAVATMOL		1300

**DISTANCE FROM MANUFACTURING UNIT KGF TO CCL PROJECTS**

<b>SLNO</b>	<b>DESTINATION</b>	<b>PROJECT</b>	<b>KMS</b>
1	CCL DHORI AREA JHARKHAND	JHARKHAND	2055
2	CCL GIDI AREA RAMGAD JHARKHAND	JHARKHAND	1985
3	CCL HAZARBAGH AREA JHARKHAND	JHARKHAND	2000
4	CCL RAJRAPPA AREA JHARKHAND	JHARKHAND	1985
5	CCL , CHITRA AREA / S.P MINES	S.P MINES	2168
6	CCL, B & K AREA, JHARKHAND	JHARKHAND	2040
7	CCL, NK AREA, JHARKHAND	JHARKHAND	1985
8	CCL,KATHARA AREA,BOKARO	BOKARO	1705
9	CCL,KUJU AREA,RAMGARH	RAMGARH	2005
10	CCL,PAREJ,HAZARIBAGH	HAZARIBAGH	2015
11	CCL, SONEPUR BAZAR	SONEPUR BAZAR	1969
12	CCL, SODEPUR	SODEPUR	1988
13	CCL , SONDA	SONDA	1985
14	CCL, SALANPUR	SALANPUR	1988
15	CCL, PANDAVESHWAR	PANDAVESHWAR	1969
16	CCL, MAGMA AREA	MAGMA AREA	1962
17	CCL, KUNISTORIA	KUNISTORIA	1961
18	CCL, KENDA AREA	KENDA AREA	1974
19	CCL, KAJROA	KAJROA	1947

**DISTANCE FROM MANUFACTURING UNIT KGF TO NCL PROJECTS**

<b>SL NO</b>	<b>DESTINATION</b>	<b>PROJECT</b>	<b>KMS</b>
1	NCL JAYANT PRO. SINGRAULI M.P	SINGRAULI M.P	2050
2	NCL BINA PRO. /KHAKDIA/ KHADIA	BINA	2100
3	NCL DUDHICHUA PRO. SONEBHADRA U.P	DUDHICHUA- SONEBHADRA U.P	2050
4	NCL NIGAHİ PRO. SINGRAULI M.P	SINGRAULI M.P	2050
5	NCL, AMLORI PROJECT SINGRAULI M.P	AMLORI PROJECT	2050
6	NCL, GORBI	GORBI	2100

**DISTANCE FROM MANUFACTURING UNIT KGF TO NMDC PROJECTS**

SL NO	DESTINATION	PROJECT	KMS
1	BALADILA	DEP-5 BACHELI	1412
2	BALADLA OCP	DEP-4 KIRANDUL	1417
3	DONIMALAI		575
4	PANNA		1745

**DISTANCE FROM MANUFACTURING UNIT KGF TO POWER PROJECTS**

SL NO	DESTINATION	PROJECT	KMS
NTPC			
1	BALCO		1660
2	DADRI		2185
3	FARAKKA		2210
4	FEROJOGANDHI UNCHARA SPP		2140
5	KAHALGHON		2235
6	SHAKTI NAGAR		1835
7	SIMHADRI TPP		950
8	TALCHER		1870
9	VIDYUT NAGAR(Ghajiabad)		2200
10	VINDYA ANGAR		2010
NHPC			
1	BAIRSUIL PROJECT		2800
2	BHUNTER		2710
3	CHAMERA		2800
4	DHULASTI(KISHTWAR)		2960
5	RAMGET HEP		2590
6	SIANG		3750
7	SUBANSRI		3705
8	TANAKPUR HEP		2325
9	TEOSTA V PROJECT		2590
10	URI (BUNJYAR)		3105

**DISTANCE FROM MANUFACTURING UNIT KGF TO MINING PROJECTS**

SLNO	DESTINATION	PROJECT	KMS
SCCL			
1	MANUGURU		1015
2	GODAVARIKHANI	RAMGUNDAM	940
3	YELLANDU		890
4	BELAMPALLI		925
5	MANDAHARI	RAMAKRISHNAUR	930
6	GOTHAMKHANI		950
7	SIRAMPUR		910

SECL/MCL			
1	BAROUD PROS	RAIGARH	1720
2	BHATGAON		1470
3	BIRSINGPUR		1600
4	BISRAMPUR		1790
5	CHIRIMIRI		1870
6	DHANPURI		1760
7	GEVRA	DIPKA LAXMAN	1670
8	IB VALLEY AREA		1750
9	JAMUNA		1700
10	KAWMGA/JAGANNATH	HINGULA	1840
11	KURASIA		1880
12	KUSHMUNDA	MANIKPUR	1650
13	NOWROZABAD		1590
14	RAIGARH		1670
15	RAJNAGAR	JHARKHAND	1750
16	SOHAGPUR		1735
17	BASUMDARA AREA		1780
HCL			
1	HCL MALANJKHAND		1435
2	HCL, KHETRI		2400
3	HCL, GHATSILA		1750

#### DISTANCE FROM MANUFACTURING UNIT KGF TO SAIL PROJECTS

SL NO	DESTINATION	PROJECT	KMS
1	JAMSHEDPUR		1795
2	WEST BOKARO COLIRY		2060
3	NOAMUNDI		1710
4	JOJOBER	CEMENT PLANT	1710
5	SONADIH	CEMENT PLANT	1800
6	JODA		1675
7	SIKHANDA MINES		1555
8	GHOMARDI DOLOMITE QUARRY		1860
IISCO			
1	BURNPUR		1975
2	GUA		1755
3	CHASNALA		2055
4	RAMNAGORE		2000
5	MANOHARPUR		1800
SAIL BHILAI			
1	BHILAI		1395
2	DALLI RAJHARA MINES	JAKANAH	1480



3	HIRRI MINES		1495
4	NANDINI MINES		1440
SAIL BOKARO			
1	BHAVANTHPUR		1955
2	BOKARO		1932
3	KIRUBURU		1985
4	KOTESWAR		2040
5	MEGHABURU		1950
SAIL-RURKELA			
1	BARUSUAN MINES		1815
2	KALTA MINES		1920
3	PURNAPANI MINES		1875
4	ROURKELA		1830

#### DISTANCE FROM MANUFACTURING UNIT KGF TO BCCL PROJECTS

SLNO	DESTINATION	PROJECT	KMS
1	BCCL, BASTACOLLA, JHARKHAND	BASTACOLLA, JHARKHAND	2020
2	BCCL, LODNA /JEALGORA	JEALGORA	2000
3	BCCL, BARORA AREA, JHARKHAND	BARORA AREA, JHARKHAND	2010
4	BCCL, CV AREA, W. B	CV AREA, W. B	2015
5	BCCL, KATRAS AREA, JHARKHAND	KATRAS AREA, JHARKHAND	2000
6	BCCL, KUSUNDA AREA, JHARKHAND	KUSUNDA AREA, JHARKHAND	1985
7	BCCL, SIJUA AREA, JHARKHAND	SIJUA AREA, JHARKHAND	2000
8	BCCL, CHASNALLAH	CHASNALLAH	2020
9	BCCL, LAKIDIH	LAKIDIH	1940
10	BCCL, SONARDIH	SONARDIH	2005
11	BCCL, DHANBAD	DHANBAD	1975
12	BCCL, KUSTORE	KUSTORE	1995

#### Distance from BEML Limited, Palakkad to customer Places

Sl.No.	From	DESTINATION	Distance in KM
1	Palakkad	Bangalore	414
2	Palakkad	Chennai	550
3	Palakkad	Mysore	550
4	Palakkad	Hyderabad	1000
5	Palakkad	KGF	465
6	Palakkad	Mumbai	1400
7	Palakkad	Pune	1250

8	Palakkad	Kolkata	2150
9	Palakkad	Ghaziabad	2525
10	Palakkad	Tughalkabad,New Delhi	2700
11	Palakkad	Pune	1250
12	Palakkad	Kolkata	2150
13	Palakkad	Ghaziabad	2525
14	Palakkad	Tughalkabad,New Delhi	2600

**DISTANCE FROM MANUFACTURING UNIT MYSORE TO Various PROJECTS**

	DESTINATION	Total No Of Projects	Distance in KM
1	M/s.Bharat Coking Coal Ltd., (BCCL) Dist :Dhanbad, State : Jharkhand.	22	2400
2	M/s.Central Coalfields Ltd., (CCL) Dist : Hazaribagh, Ramgarh, Rajarappa, Palamu, Bokaro, Ranchi, Chatra, Ramgarh State : Jharkhand.	40	2320
3	M/s.Eastern Coalfields Ltd., (ECL) Dist : Burdwan, Dhanbad & Deogarh State : West Bengal & Jharkhand.	22	2610
4	M/s. Mahanadi Coalfields Ltd., (MCL) Dist : Angul & Jharsuguda State : Odisha.	10	2140
5	M/s.South Eastern Coalfields Ltd, (SECL) Dist : Shadol, Korba, Surguja, Korea, Bilaspur, Raigarh & Annupur. State:Madhya Pradesh & Chhattisgarh.	15	2070
6	M/s.Northern Coalfields Ltd., (NCL) Dist : Singrauli, Sidhi & Sonebhadra State : Madhya Pradesh & Uttar Pradesh.	10	2150
7	M/s.Singareni Collieries Co.Ltd., (SCCL) Dist : Adilabad, Warrangal, Khammam & Karim Nagar, State : Telangana.	14	1090
8	M/s.Western Coalfields Ltd., (WCL) Dist : Nagpur, Chandrapur & Yavatmal State : Maharashtra.	25	1400

<b>9</b>	<b>M/s Ferro Scrap Nigam Ltd., (FSNL) :</b>		
9a	Bokaro Steel Plant, Dist : Singbhum, State : Jharkhand	1	2300
9b	IISCO Steel plant & Durgapur Steel Plant, Dist : Burdwan, State : West Bengal	1	2420
9c	Rourkela Steel plant, Dist : Sundergarh, State : Odisha	1	2070
9d	Vishakapatnam Steel plant, State : Telangana	1	1250
<b>10</b>	<b>M/s Director General Border Roads (DGBR) :</b>		
10a	Himanx, Beacon & Vijayak project, Pathankot post, State : Punjab	3	3000
10b	Silchar, Nagatila Post, State : Assam	1	4070
10c	Nasik, State : Maharastra	1	1250
10d	Pushpak, Seling post, State : Mizoram	1	4300
10e	Vartak, Tezpur post, State : Assam	1	3840
10f	Indo-Myunmar Border, Moreh post, State : Manipur	1	4340
10g	Barhmank Project, Lekhabali post, State : Assam	1	4140
10h	Deepak project, Chandigarh post, State : Punjab	1	2710
10i	Dantaj Project, Guwahati post, State : Assam	1	3730
10j	Udayank project, Panitola post, State : Assam	1	4190
10k	Setuk project, Agartala post, State : Tripura	1	4310
10l	Dimapur Post, State : Nagaland	1	4020

<b>11</b>	<b>M/s Steel Authority of India Ltd, (SAIL) :</b>		
11a	Bolani Mines @ Durgapur steel plant, Bolani post, Dist : Keonjhar, State : Odisha	1	2200
11b	Kiruburu Iron ore Mines & Meghahataburu iron ore Mines @ Bokaro steel plant, Dist : Singbhum, State : Jharkhand	2	2180
11c	Gua Ore Mines, Gua post, Dist : West singbhum, State : Jharkhand	1	2160
11d	Bhilai Steel plant, Rajhara & Bhilai post, Dist : Durg, State : Chhattisgarh	3	1660
<b>12</b>	<b>Depot Transfers &amp; Export :</b>		
12a	Udaipur Depot, Fatehpur post, Dist : Udaipur, State : Rajasthan	1	1950
12b	Bilaspur Depot, Tifra post, Dist : Bilaspur, State : Chhattisgarh	1	1810
12c	Chennai port, Dist : Chennai, State : Tamilnadu	1	600
12d	Mumbai port, Dist : Mumbai, State : Maharastra	1	1150
<b>13</b>	<b>M/s National Mineral Development corpn Ltd, (NMDC) :</b>		
13a	Bhailadila Iron ore project, Kirandul Complex, Dist : Dantewada, State : Chhattisgarh ( Delivery on Hill Top )	3	1740
13b	Donimalai Iron Ore project, Dist : Bellary, State : Karanataka	1	550
13c	Diamond Mining project, Post : Majhgawan, Dist : Panna 488101, State : Madyapradesh	1	1880
14	M/s MOIL Ltd, Dongri Buzurg Mines, Dist : Bhandara, State : Maharastra	1	1600

## ANNEXURE-G

## DRAFT AGREEMENT

Road Transport for transportation of Heavy Earth Moving & Mining (HEMM) Equipments and defence equipment with Over Dimensional Consignments (ODCs) from various manufacturing units of BEML to customer sites, all major Ports of India / from Dealers to Customers / from Depot to customer /any place to any place in accordance with the enclosed terms and conditions.

Contract No: .....

THIS AGREEMENT executed on . ....., 2022 between M/s BEML Limited, a Central Public Sector Undertaking incorporated under the provisions of Companies Act, 1956, having its Corporate Office at "BEML SOUDHA", 23/1, 4<sup>TH</sup> Main, Sampangirama Nagar, Bangalore – 560 027 (hereinafter referred to as BEML/Company, which expression shall wherever the context so required or admits, mean and include its successors and assign) of the one part and M/s .....(Name & Address ) a ..... , registered under the provisions of ..... represented by its ..... , shri..... (hereinafter referred to as Transporter, which expression shall wherever mean and include their successors, heirs, legal representatives and permitted assigns) of the other part.

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS the Company invited Tenders for transportation of Heavy Earth Moving & Mining Equipments including ODCs for the period of one year from xx/xx/2022 to xx/xx/20xx and extendable at the option of the Company with the same terms and conditions herein agreed for transportation of Earth Moving and other Equipments as described in the Annexure I by road from M/s BEML Limited works at Bangalore/Mysore/KGF/Palakad of BEML manufacturing plants to customer sites, all major Ports of India / from Dealers to Customers / from Depot to customer /any place to any place vide Bid Invitation no.xxxxxxxx Dated:- xx/xx/xx

II. WHEREAS in response to the same, the Transporter has submitted its offers for transportation tender which has been accepted by the company as per the enclosure and after negotiations with the Transporter, consent has been given vide their acceptance letter / e-mail dated.....

III. WHEREAS in this manner the contract has come into existence between the parties in this behalf and has been agreed that a formal agreement should be executed between the parties in this behalf.

The terms and conditions, Technical details, scope of work and including all its Annexures, exhibits etc along with its Corrigenda, addenda, Amendments, Clarifications etc shall form part and parcel of this contract in addition to whatever terms and conditions stipulated herein.

# NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

That during the period up to xx/xx/2022 the Transporter shall duly and promptly transport for BEML all such Heavy Earth Moving Equipment, Machineries, Goods, attachments, as may be entrusted to the Transporter by the company, from time to time, and safely deliver within shortest possible time as per terms and conditions of the tender.

This contract shall be in force up to xx/xx/2022 and with a provision for extension for further period upto one year at the same rate, terms & conditions of tender consisting of part I and Part II. However, the contract is subject to agreed rates by the Transporter as per the enclosure at Annexure I and submission of Indian Bank Association documents.

Notwithstanding the foregoing, the company shall be at liberty to terminate the contract covered by this agreement, without assigning any reason by giving 15 days notice in writing and also reserves the right to award contract to any other Transporter.

## Forfeiture of Earnest Money Deposit (EMD)

- a) If a Bidder withdraws / modifies its bid during the period of bid validity.
- a) If the successful bidder withdraw the offer after the tender is submitted/ acceptance of the tender.
- b) If the successful bidder fails to furnish a PBG (Performance Bank Guarantee) for a sum of Rs\_\_\_\_\_within 15 days after award of the contract/ letter of Intent by BEML of Intent.
- c) If the successful bidder fails to start and perform work in accordance with the instructions given by BEML as per the agreed terms.
- d) After acceptance of the contract, if bidder decides to withdraw any places opted during tendering.
- e) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract.
- f) If the contract is not performed by the successful tenderer to the satisfaction of BEML.
- g) In case of failure to execute the agreement.

The Transporter have furnished/shall furnish within 15 days of the award of the Contract, a Performance Bank Guarantee for Rs.\_\_\_\_\_–as per the format provided by the Company and executed by Indian Public Sector Banks issued by Bangalore branch to ensure satisfactory operation/performance of the contract in favour of the Company. The Performance Bank Guarantee shall be valid up to the tenure of the contract and for a period of 6 (Six) months beyond the expiry date of contract. The Bank Guarantee shall be extended at the instance of the Company.

## Encashment of Performance Bank Guarantee by BEML:

- The Performance Bank Guarantee will be encashed by BEML to the extent necessary if the performance is not satisfactory.

- After acceptance of the contract, if tenderer decides to withdraw any places opted during tendering
- If there is any breach of terms and conditions of the contract on part of the successful tenderer after award of contract.
- In case of failure to execute the agreement.
- If the successful bidder fails to start and perform work in accordance with the instructions given by BEML as per the agreed terms.

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

Should a bidder or in the case of a firm or company of bidder's one or more of its partners Shareholders/ Directors have a relation or relations employed in BEML, the authority inviting tender shall be informed of the fact along with the offer. If it is found that the Bidder has not provided the true information then BEML reserves the right to cancel the contract and forfeit the EMD/ Performance Bank Guarantee forthwith

In case any Person / Persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the letter head and upload. If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract and forfeit the EMD/ Performance Bank Guarantee forthwith.

The Performance Bank Guarantee will be returned to the successful tenderer after six months of the expiry of contract and upon there being no claim in full or part thereof on the Transporter. Also Transporter to submit no claim certificate stating that no claim from BEML.

#### CONTRACT RATES:

The transportation rates shall be as per the enclosure at Annexure I. The minimum distance will be reckoned as 250 Kms upto the radius of 100 kms from loading point and 400 kms beyond the radius of 100 kms for freight admissibility. The decision of the Chief of Shipping Department" regarding applicability of minimum distance will be final and binding.

#### 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 5% 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 of (<https://www.goodreturns.in/diesel-price-in-bangalore.html>), Bangalore will be taken as the basis for applicability of increase/decrease in rates. If the price increase of the HSD is

less than 5%, no increase in freight charges will be considered. Any variation beyond 5% will be admitted to the extent beyond 5%

Revision in freight charges =  $\frac{\text{Distance in Kms} \times \text{Increase/decrease in HSD Price Per Litre}}{\text{Kms per Litre (Diesel Consumption)}}$

Kms per Litre (Diesel Consumption)

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

TYPE OF VEHICLE	Kms Per Litre (Diesel Consumption)
High bed Trailer	2.50 Kms.
Low / Semi-Low Bed Trailer(Double / Triple)	1.25 Kms.
All Trucks	3.50 Kms

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), will be taken as a base for finalizing the contract.

- Any addition / subtraction in the Diesel price variation beyond 5% 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 7%, the applicable increase will be 2% (i.e. 7% minus 5%) for the next 3 months)

e.g. Period from 01.01.2022 to 31.03.2022 (3 months)

01.01.2022 to 31.03.2022 – 92 Days      Rs.X1  
92 Days

Applicable weighted Price of Diesel for the period from 01.04.2022 to 30.06.2022 will be :-  
X1/92

In case the Contract starts from other than the calendar 1st day of Quarter, fuel price variation for first block period will be calculated considering actual no. of days between date of tendering and 1st day of nearest Calendar Quarter.



- For the delivery of the consignments for , hilly terrain area / North Eastern / J&K area as identified by BEML an enhancement of ...% over and above the freight rate as per the agreed rate list by the Transporter shall be paid covering the entire distance subject to without any transshipments in between and the places of, hilly terrain area / North Eastern / J&K area. The hilly terrain area should be certified by the respective Regional Manager of BEML and will be at the sole discretion of BEML.

The rates accepted shall be for transporting the equipments from various manufacturing units of BEML to customer sites, all major Ports of India / from Dealers to Customers / from Depot to customer /any place to any place.

Octroi and other levies, if any, during enroute till reaches the destination shall be paid by the Transporter and claimed along with the freight charges duly supported by proper original receipts obtained from the authorities identifying the consignments. No other charges such as over dimensional charges, demurrage, retention/detention, loading / unloading, Hamali and storage charges etc., will be paid by BEML under any circumstances. While accepting consignment for transportation, the Transporters should ensure that necessary documents for checkpoint are collected so that consignments are not detained enroute. If a consignment is detained enroute by checkpoint authorities due to insufficient documentation or any reason and penalty such as, advance tax, compound tax, etc is imposed such payments will have to be borne by the Transporters and consignment to be released and delivered in time and any detention on this account the Transporter would be responsible.

#### OPERATIONS OF CONTRACT:

The responsibility of the Transporter for the contract shall commence from the date of issue of letter from BEML indicating .....

All consignments shall be lifted by the Transporter in the type of vehicle specified by BEML works at Palakkad Complex and delivered to the designated consignee specified as per RFQ.

The Transporter shall contact the Shipping Department, concerned complexes of BEML i.e. Palakkad complex everyday and ascertain details of consignments and arrange for transportation of the same after obtaining necessary work order/loading slip.

It shall be the responsibility of the Transporter to ensure the safety and security of the consignment entrusted to him for carriage and to effect delivery to the designated consignee in the same sound condition in which it was handed over to him and within the prescribed time.

Goods loaded in the vehicles should be fully protected by covering it properly wherever required by the Transporter to protect from rains, hitting from tree branches and other unforeseen calamities. The Transporter has to take necessary steps to prevent loss, damage or deterioration of the consignment while in his custody and he will be liable to make goods any loss due to theft, pilferage or non-delivery as also any damage caused due to this failure. Any destruction / deterioration / loss / damage caused to the consignments entrusted to the Transporter for transportation, be it due to whatever reason, shall be made good by the Transporter to Company.

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

#### Deployment of Vehicle

It shall be the responsibility of the Transporter to arrange as many vehicles as may be required and are to be road worthy to transport the consignments entrusted to him from time to time. The vehicles shall conform to the respective Government regulations, Motor Vehicle Rules and be fully licensed on that behalf. The Transporter shall also be responsible to provide vehicles as required by BEML within the shortest possible time as given below from the date of intimation of the requirement of the vehicles to the Transporter.

- a) Bangalore - within 24 Hours.
- b) KGF - within 24 Hours
- c) Mysore - within 36 Hours
- d) Palakkad - within 36 Hours
- e) Dealers' premises, Service Centres, District Offices, Regional Offices, Customer site etc – within 72 Hours

Distances for some of the customers from BEML Divisions are indicated at Annexure- and for these places; freight shall be admissible as per distances mentioned therein.

However, for other places, the distance for the purpose of freight admissibility shall be the shortest route from Google Map depending on the type of load and vehicle. The route applicable for transportation of Equipment shall be decided on type of load and vehicle. The decision of Chief of respective Division regarding distance/route etc will be final and binding.

The vehicles should be positioned at shipping units of BEML during day time only for loading. The vehicles will not be generally loaded after day time and on weekly holidays, factory holidays or on any other unforeseen holidays except under emergency/special circumstances.

Detention charges of vehicle category Low bed, Semi Low bed and high bed trailer at loading and unloading point shall be admitted at Rs.2000 per day (Full day) per vehicle of detention beyond 72 hours with necessary management approval by loading department / division. The transporter has to provide vehicle tracking details and also confirm the vehicle reached date and time to the concerned loading and unloading/shipping authority.

BEML reserves the right to use its own transport or the transport of other road transport contractors of its own choice and discretion during the tenure of the contract, whenever required, particularly when the Transporter is unable to quickly transport the consignments or when he fails to place the vehicles in time then BEML will have the right to transport the consignments through any other agency at the sole risk and cost of the Transporter. The excess freight thus incurred in this regard

will be to the Transporter's account and the same will be recovered from the Transporter's outstanding bills/PBG on case to case basis.

Three copies of G.C. (Goods Consignment) Notes shall accompany the consignment.

Transshipment of the consignment in any form will not be permitted unless prior permission is obtained from the company to do so in case of breakdown/accident. Sub-contracting of the transportation of the consignment is not permitted without prior written permission of the Company. BEML cannot give any guarantee or indication regarding the extent of consignments / load that may have to be transported by the Transporter during the tenure of the Transport contract.

#### TIME SCHEDULE

North Zone – within 25 days,

South Zone – within 10 days,

East Zone – within 25 days

West Zone – within 15 days

North East Zone – within 30 days &

North West Zone – within 15 days

The vehicles should be GPS enabled to ensure continuous monitoring of movement of consignments.

The Transporter will arrange to inform BEML either by Phone / SMS /Fax or e-mail about & upon reaching the destination, failing which penalty will be levied at Rs.200/- per day for non receipt of messages and this amount will be deducted from Transporter Bill, in case LD is levied on BEML by its customer for delay in delivery arising out of non-communication.

Intimation of delivery of equipment at destination and acknowledgement has to be submitted to BEML Bangalore Complex / KGF / Mysore / Palakkad within 7 days of delivery. Weekly report on progress of consignment movement while in transit to be submitted to BEML positively in writing. Transporter has to submit report regarding any break down/accident while in transit immediately to BEML, by Phone, Fax or e-mail and take immediate action as directed by BEML and on failure of action, Performance Bank Guarantee will be en-cashed in addition to termination of contract and other penalty.

In case of any accident, the Transporter should protect the right of recovery by lodging FIR in co-ordination with insurance surveyor, etc. Trailer carrying the equipment/consignment/items is not to be moved from the accident spot before the survey by the Insurance Company is done.

#### PENALTY CLAUSE :-

In the event of late delivery of equipments, other than the committed delivery time (as indicated in clause 31 of RFQ) penalty shall be levied at 1% of transportation charges per day with a maximum of 25%.

In addition to the above, if BEML is levied Liquidated Damage (LD) charges by their customer, then same amount shall be recovered from respective transporters' outstanding bills/PBG.

In the event of non placement of vehicle within the allowed time for various units (as per Clause 32 of RFQ), penalty shall be levied at Rs. 1000 per day delay for 3 days but not exceeding Rs. 3000.

In addition to the above, any extra or consequential expenses incurred by BEML due to non-placement of vehicle, shall be recovered from respective transporters' outstanding bills/ PBG.

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

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

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

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

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

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

#### TERMINATION OF CONTRACT: -

1. Should there be any default on the part of the Transporter in the satisfactory execution of the transport contract and if the performance continues to be unsatisfactory inspite of two written warnings, the transport contract is liable to be terminated without any further reference to the Transporter at the absolute discretion of BEML in addition to the levy of penalty / recovery of extra

expenses incurred for making alternate arrangements and also the Performance Bank Guarantee will be en-cashed as per absolute discretion of Chief of Respective Division of BEML.

2. Notwithstanding anything stated in this contract, the Chief of Respective Division of BEML will have the right to terminate the contract without notice and without assigning any reason, if BEML is of the opinion that the Transporter is negligent in rendering services in terms of this Contract or the services rendered are not satisfactory. The decision of BEML in this regard shall be final and binding on the Transporter.

#### PERIOD OF CONTRACT

The transport contract shall be in force for a period of one year from xx/xx/20xx to xx/xx/20xx and extendable at the option of the company i.e.BEML.

If the performance of the Transporter is not satisfactory, BEML will have the right to terminate the contract at any time by giving a notice in writing 15 days in advance. The company's decision in this respect will be the final and binding on the Transporter.

#### TRANSPORTER RESPONSIBILITY / LIABILITY:-

The Transporter shall always be regarded, as an independent contractor for transportation of consignment and their employees shall not at any time regarded as BEML's employees. BEML shall not be liable / responsible for any damage / loss or injury, if any, caused to the life or property of any person/s by reason of any acts of commission or negligence on the part of employees of the Transporter.

BEML shall not be liable / responsible for the claims, if any, of the employees of the Transporter under Workmen Compensation Act or any other enactments. The Transporter shall keep BEML fully indemnified and harmless always against all claims and proceedings, if any, of his employees or other against BEML.

The Transporter shall be responsible to BEML for the good behavior of his personnel whilst they are in the BEML's premises. Vehicles and personnel of the Transporter entering the BEML premises will be subject to scrutiny, check and other rules framed by BEML, Transporter shall also ensure good behavior with our customer at the time of giving delivery of equipment.

The Transporter shall hold BEML harmless and indemnified against all claims for damages (inclusive of legal costs in connections therewith) whether arising in consequences of personnel injury or death (irrespective of whether such claims arises in accordance with the provisions of the latest workmen's Compensation Act or any other Law in force) or to any other property by accident, negligence or otherwise arising out of and in the course of execution of the contract. And if any amount is made payable by BEML, the same shall be reimbursed to BEML immediately on receipt of a claim or the same shall be recovered out of any of the amounts due to the Transporter.

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

Adequate and well protected warehousing facilities to handle bulk and heavy consignments at all Branches if required to be ensured.

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

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

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

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

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

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

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

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

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

**ARBITRATION:**

Applicable for Govt. / PSU Company (added)

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

Applicable for other than Govt. / PSU Company (added)

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed thereunder. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.)

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

In case of dispute as regards the satisfactory performance or otherwise of the contract, the decision of the Chief of respective Division" shall be final and legally binding.

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

**JURISDICTION:**

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

## ANNEXURE-I

## FORMAT OF PERFORMANCE BANK GUARNATEE FOR SERVICE CONTRACT

Note:

1. This guarantee should be furnished by **Scheduled Commercial Bank in India authorized by Reserve Bank of India only.**
2. This bank guarantee should be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 200./-)

The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

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

The Dy. General Manager (...)  
 BEML Limited

.....  
 .....  
 .....

M/s .....(Name of the Transport Contractor) having their office at .....and 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 Components / Engineering Goods 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 Rs..... (Rupees..... only) towards security for the due and faithful performance of the terms of the said agreement and against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said Transporter of any of the terms or conditions contained in the said agreement.

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

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor's failure to perform the said agreement. Any such demand made on the Bank by the company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto **xx/xx/xxxx (date)** or the extended period if any.

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only). Any change or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee.



We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that 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.

This Guarantee is effective from **xx/xx/xxxx (date) to xx/xx/xxxx (date)** or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of the Company.

This Guarantee will remain valid for a period of 30 months from **xx/xx/xxxx (date) to xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

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)** unless extended. Any claim under this Guarantee must be received by us on or before **xx/xx/xxxx (date)** or the extended period and if no such claim is received by us within **xx/xx/xxxx (date)** or the extended period. Company's right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date :

Place :

**ANNEXURE-J**

**Declaration by the bidder**

This is to certify that our person/persons/Company/Firm/Associations does not have any litigation, arbitration cases against BEML Ltd or pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd.

Signature of Bidder with Seal

**ANNEXURE – K**

**Declaration by the bidder**

This is to certify that \_\_\_\_\_ (Name of the Firm) has not been banned / black listed / debarred from Trade by any BEML /Central /State Govt. Dept. / Autonomous Institution / PSUs in India at the time of bid submission.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_

**Annexure-L**  
**Technical Compliance Report**

**(A) Mandatory Clauses :-**

Sl No	Particulars	To be Filled and documents to be uploaded in PDF format wherever required	Complied
1	Registration with the Indian Banker's Association (IBA).	Please upload self certified copy of the Valid Certificate which is in force.	
2	Registration under The Carriage by Road Act, 2007 (added)	Please upload self-certified copy of the Valid Certificate of Registration under the Carriage by Road Act 2007 which is in force.	
3	<p>The Organization / partner shall have a minimum three years of past experience from 01/04/2016 onwards with organizations of repute in transportation of 'HEMM Equipments &amp; ODCs. Performance certificate(s) in support of three years of past experience from 01/04/2016 onwards for transportation to be issued by an authorized officer of the Institutions / Customers in their company letter head indicating clearly period of contract(s) AND details of transportation work carried out in respect of transportation of 'Heavy Earth Moving &amp; Mining (HEMM ) Equipments &amp; ODCs.</p> <p>Period of contract(s) in performance Certificate(s) must cover 3 years of past experience from 01/04/2016 onwards. Certificate should be enclosed.</p>	<p><i>Please upload</i></p> <p>Self Attested Performance certificate(s).</p>	

4	<p>Tenderer's average annual turnover for the last three financial years (i.e. 2018-19, 2019-20 and 2020-21) shall not be less than Rs.8.80 Crores.</p>	<p>Please indicate below the details: Turn over (Rs. Crores)</p> <p>2018-19:----- 2019-20:----- 2020-21:----- (Figures should be indicated above for year wise as appearing in Audited financial statements.) For 2020-21 Unaudited / Provisional financial figures may be indicated, if audited figures are not available.</p> <p>Upload Self attested copies of Balance Sheet and Profit &amp; Loss Account for the above three financial years. In case 2020-21 accounts not finalized provisional figures will have to be self-attested and uploaded.</p>	
5	<p>The minimum requirement of Trailers &amp; Trucks owned by Organization/partners and operated by the Tenderer Organization shall be as follows:-</p> <p>f) Low Bed Trailers – 05 Nos g) Semi Low Bed Double Axle Trailers – 05 Nos h) Semi Low Bed Triple Axle Trailers – 05 Nos i) High Bed Trailers – 05 Nos j) Multi Axle Trucks of 16T &amp; 21T – 5 Nos</p> <p>or at least 05 Nos each in any two of a, b, c ,d &amp; e</p> <p>Transporters shall upload documents for having Trailers /Truck along with supporting documents i.e. Registration Certificate (RC), Insurance</p>	<p>Please upload Self certified copy valid Registration Certificate (RC) and Insurance along with the format as per Exhibit-A2.</p>	

6	Please upload duly signed with seal an “Undertaking letter” as a token of acceptance of all the tender terms and conditions on bidder Company’s letter head as per Annexure – D.	Please print the text as per Annexure - D on your letter head and upload the same duly signed with seal by the bidder.	
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**(B) INFORMATIVE CLAUSES (SL NO. 1 TO 10)**

1	Name of Transporter along with Complete address and Contact Nos.	<p>Please indicate</p> <p>Name:-----</p> <p>Address:-----</p> <p>--</p> <p>-----</p> <p>----</p> <p>-----</p> <p>----</p> <p>-----</p> <p>-----</p> <p>Phone no.-----</p> <p>-</p> <p>Contact Person name:-----</p> <p>----</p> <p>Email Address:-----</p> <p>-----</p> <p>Mobile no.-----</p> <p>-----</p>	
2.	Constitution of Company i.e. (Proprietor/ Partnership / Pvt. Ltd./ Limited/ Other)	<p>Please indicate nature of organization details</p> <p>-----</p> <p>and also upload self attested copy of Certificate of Incorporation / Registered Partnership Deed / proprietor certificate issued by Govt. Authority.</p>	
3	Name and Contact Details of the management:	<p>Authorized persons for day to day operation. Any change, the transporter shall intimate the same</p> <p>Furnish Minimum 2 persons details.</p>	

		3) Name :- Designation Address :- ..... ..... ----- ----- ..... ..... ----- ----- Contact no. 4) Name :- Designation Address :- ..... ..... ----- ----- ..... ..... ----- ----- Contact no.	
4	Income Tax PAN Number	Upload self certified copy of PAN card.	
5	Latest annual Income Tax returns filed and duly acknowledged by the IT department.	Upload self certified copy of Income Tax returns filed.	
6	GST Number (Please furnish a copy of Registration):	Upload self-attested copy of GST Registration	
7	<p>The tenderer shall have 04 Branch Offices with telephone/ Mobile/email/ fax at Bangalore/ Mysore/ KGF /Palakkad (Tenderer shall have office atleast within a radius of 60 kms). Tenderer shall provide addresses for above 4 Branch offices as per Exhibit – A1.</p> <p>Note: Bidder Should have Branch Office at Bangalore ,if bidder does not have branch office at other 3 places , bidder has to open branch office at all the places mentioned</p>	Please upload duly filled Exhibit-A1 with sign and seal.	

	above within one month from the date of award of contract.		
8	<p>Should a bidder or in the case of a firm or company of bidder's one or more of its partners Shareholders/ Directors have a relation or relations employed in BEML, the authority inviting tender shall be informed of the fact along with the offer.</p> <p>If it is found that the Bidder has not provided the true information then BEML reserves the right to cancel the contract and forfeit the EMD/ Performance Bank Guarantee forthwith.</p>	<p>If relation or relations employed in BEML. Please declare with complete details and upload.</p> <p>If nothing is declared then it will be presumed that there is no relation / relations employed in BEML.</p>	
9	<p>In case any Person / Persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the letter head and upload.</p>	<p>If any litigations, arbitration cases between themselves and BEML Ltd, then please declare with complete details and upload.</p> <p>If nothing is declared then it will be presumed that there is no litigations, arbitration cases.</p> <p>If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract and forfeit the EMD/ Performance Bank Guarantee forthwith.</p>	
10	<p>Authorized signatory for the tender shall be the person holding 'Authorization Letter from Company' on behalf of the firm/company/bidder-concerned who is authorized/empowered to act on behalf for the specific purpose and same to be uploaded. The authorization letter to be issued in Company's letter head duly certified by Competent Authority.</p>	<p>Authorization Letter to be uploaded.</p>	