

BEML LIMITED

(A Govt. of India Undertaking)

FLAT E,F,G & H,
11TH FLOOR,
Vandhna Buildings,
Tolstoy Marg,
New Delhi-110001

Ref. No. D/MKL/ADMIN/TENDER/19-20/

Date: 15.11.2019

Dear Sir/Ma'am,

Sub: E-Tender through BEML SRM for hiring of vehicles on call basis.

BEML Ltd., a Govt. of India Mini Ratna Public Sector Company under Ministry of Defence is planning to hire 03 (three) types of vehicles viz.

1. Indigo/Swift Dezire/Xscent/Amaze or equivalent.
2. SX4 or equivalent
3. Toyota Innova or equivalent at FLAT E,F,G & H,11TH FLOOR,VANDHNA BUILDINGS,TOLSTOY MARG,NEW DELHI-110001 on call basis for a period of 2 years. Interested parties may download the tender documents and submit the tenders online through BEML SRM System.

Please go through the instruction and submit your bid in SRM System complete in all respects before 14.00 Hrs. on date 21.11.2019.

Thanking you.

Encl: Tender Document -11 pages.

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FLAT E,F,G & H,
11TH FLOOR,
VANDHNA BUILDINGS,
TOLSTOY MARG,
NEW DELHI-110001

TENDER DOCUMENT

FOR

HIRING OF VEHICLES ON CALL BASIS.

CLOSING DATE & TIME

21.11.2019 at 14.00 Hrs.

Date of Opening of Technical Bid & Time

21.11.2019 at 15.00 Hrs.

This Tender Document contains 11 Pages

BEML LIMITED*(A Govt. of India Undertaking)*

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NOTICE INVITING TENDERS

Tenders in two-bid system (Technical Bid and Commercial bid in e-mode through BEML SRM platform) are invited for providing following vehicles on call hiring basis as follows:

| Sl. No. | Work Description | Qty (Nos) | Tender Enquiry No. / Date | EMD (in Rs.) |
|---------|---|---|---------------------------|--------------|
| 1. | Hire 03 (three) types of car: 1. Indigo/swift Dezire/Xcent/Amaze. 2. SX4, Ciaz or equivalent. 3. Toyota Innova or equivalent. (All CNG version and Petrol/Diesel for trips outside Delhi/NCR) | 6-7 calls per month. (approximately) | Tender No.6300030304 | 12000/- |

Duration of contract: 02 years from the date of award of contract. Last date & time 21.11.2019 at 14.00 hrs for online submission of tender documents.

Note:-

- EMD to be paid only in the form of DD in favour of BEML Ltd., payable at New Delhi. Scanned copy to be off loaded in e-tender and original DD should be submitted before opening of Technical Bid. Not applicable for MSMEs.
- Contract will be governed by all statutory requirements amended from time to time and General terms & conditions of the contract of BEML Ltd.
- BEML Ltd reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BEML Ltd in this regard shall be final & binding to all parties.

for **BEML Limited**

Regional manager

INSTRUCTION TO BIDDERS

- 01) Both Technical Bid (except original DD for EMD) and Price bid are to be submitted through electronic mode only in the system.
- 02) EMD DD for Rs. 12000/- in favour of BEML Ltd., payable at New Delhi has to reach the address as mentioned below on or before the closing date and time of the tender. However, MSME will be exempted from paying the said EMD, as per the Government guidelines.

**E-101,
Near Bharti Eye Hospital,
Greater Kailash – 1,
New Delhi – 110048
(011-29237987)**

- 03) Bidders are required to go through instructions carefully and submit the bid as required. Clarifications if any may please be obtained from Purchase Department on any working day.
- 04) Tender is in two bid system.
- 05) 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.
- 06) 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.
- 07)** 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**.

Submission of Technical Bid:

Please upload all the technical bid documents in the Collaboration Folder in the system. Please ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

Technical bid: Following documents should be uploaded in Collaboration Folder on SRM Platform:

- a) Scanned copy of the entire tender document duly signed by the bidder. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted.
- b) Scanned copy of duly filled **Annexure – A** Format. The name of the bidder with full official address, email, landline and mobile phone numbers shall be furnished.
- c) Scanned copy of EMD Fee DD.
- d) The bidders shall submit relevant records in proof of complying with qualification criterion conditions along with the Technical Bid.
 - Transport contractors should have fleet of vehicles of not prior to **2018** model (in good running condition) under their disposal for deployment and the details of the vehicle shall be provided along with the technical bid.
 - The vendor should have a valid bank account number and shall provide the account details in the technical bid. Payment to the contractor will be made either by crossed cheque or RTGS mode.

- Transport contractors should have valid PAN Number; Income Tax will be deducted at source as per the Income Tax rules prevailing.
- Transport contractors should have service tax registration number, contractors not fulfilling the criterion shall submit the service tax registration number as and when they become liable to pay service tax.
- In case of partnership firm the name and address of all the partners together with a certified copy of the partnership deed shall be furnished. All the parties have to sign the tender document unless signed by the power of attorney holder.
- Partnership companies should enclose copy of partnership deed.

Submission of Price Bid:

1. **Commercial Bid:** Please quote the price details in 'Item Data' in the system only against the respective items provided therein.
2. Technical Bids of the bidders will be opened first on the Technical Bid Opening Date/Time. Price Bids of the **technically accepted bidders only** will be opened subsequently on completion of the technical evaluation.
3. The bidder shall accept all the terms and conditions of the tender.
4. Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement. For any further details required, tender issuing officer of BEML Ltd., may be contacted in person or through telephone nos. 011-29237987/23354067/66 or e-mail at mkl_hr@beml.co.in.
5. BEML Ltd reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged and the bid is an effort to be L1, then the offer is liable to be rejected. BEML Ltd decision in this regard shall be final and binding.
6. PRICE BID – The bidders are required to enter the price for all the items listed in the 'Item Data' in SRM System as per Price Bid format "**Annexure – B**". The price should be quoted for each item after careful study of the actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.
7. The rates quoted shall be complete inclusive of the fuel charges for the vehicle, wages for the driver, maintenance charges for the vehicle, taxes, comprehensive insurance for the vehicle and the passengers and other expenses. The service tax / GST shall be excluded from the rates, which will be paid extra at the applicable rate.
8. The bidders should note that the Income Tax as applicable will be deducted from the bills of contractor.
9. BEML Ltd reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
10. In the event of furnishing false information / incomplete information, the offer(s) shall be rejected.
11. BEML Ltd reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BEML Ltd also reserves the right to reject any or all bids without assigning any reasons thereof.

12. Successful bidders shall enter into an agreement on non judicial stamp paper of **Rs. 100/-** as a token of having accepted the rates, terms and conditions of the contract as per the proforma given by BEML Ltd.
13. Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the **Annexure – A document uploaded by the contractor** or to any other address subsequently intimated by contractor in writing to BEML Ltd for the contract purposes.
14. BEML Ltd shall not be responsible for any acts and omissions of the staff of bidders and liabilities arising out of the acts and omissions as such will be borne by the bidders.

A. SCOPE OF WORK :

Beml Ltd, Regional Office, New Delhi intends to hire following vehicles:-

| Sl. No. | Type of Vehicle | Place |
|----------------|--|--------------|
| 01) | Indigo/Swift Dzire/Xcent/Amaze or equivalent | Delhi |
| 02) | SX4, Ciaz or equivalent | Delhi |
| 03) | Toyota Innova or Equivalent | Delhi |

1. **Two different agencies will be empanelled / engaged for the said service.**
2. The successful bidder will be chosen based on the lowest quote (L1) for the vehicle chosen.
3. BEML Ltd reserves the right to avail the lowest offer for each type of vehicle and place order on different firms accordingly.
4. L1 will be arrived for the type of car considering the unit rates quoted for **4 Hrs/40 Kms + 8 Hrs/80 Kms + Extra Hrs + Extra Kms + Driver Bata beyond 2200 hrs + Driver Bata for outstation duty. Further, L2 party will be called to match with the rates of L1 Party/ the negotiated rate with L1 Party. However, if L2 party doesn't match price with the L1 party, we may call the L3 party for the same.**
5. The service of cars is to be provided on call basis i.e. as and when required. The rates shall be quoted accordingly, no separate billing / rate will be made for Sundays or Holidays.
6. The duration of the availability of the vehicle is for 8 hours a day. However, beginning and ending time will be at the discretion of the Hirer. Usage of vehicle beyond this time period will be treated as additional service for which extra hour charges will be paid and is to be quoted by the bidders in the tender.

TERMS & CONDITIONS:

A. QUALIFICATION CRITERIA :

The bidders shall submit relevant records in proof of complying with qualification criterion conditions along with the Part – A: Technical Bids.

1. Transport contractors should have a fleet of vehicles (IN GOOD RUNNING CONDITION) of not prior to **2018 model** under their disposal for deployment and the details of the vehicle shall be provided along with the technical bid.
2. The vendor should have a valid bank account number and shall provide the account details in the technical bid. Payment to the contractor will be made either by crossed cheque or RTGS mode.
3. Transport contractors should have valid PAN Number; Income Tax will be deducted at source as per the Income Tax rules prevailing.
4. Transport contractors should have service tax registration number, contractors not fulfilling the criterion shall submit the service tax registration number as and when they become liable to pay service tax.

B. GENERAL TERMS & CONDITIONS:-

1. Earnest Money Deposit (EMD), not applicable for MSMEs, as indicated in the NIT (Notice Inviting Tender) is to be submitted along with tender documents Part – A. EMD is payable through Demand Draft favoring BEML Ltd payable at New Delhi. EMD by the Tenderer will be forfeited if;
 - a) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - b) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within **15 days** after award of contract.
2. EMD given by all unsuccessful tenderers shall be refunded normally **within fifteen days** of acceptance of award of work to the successful tenderer. EMD shall not carry any interest.
3. Successful bidder has to submit **Security Deposit (SD) of Rs.50,000/- (Rupees: fifty thousand only)** before commencement of the work.

Security Deposit is accepted in the form of DD or BG. The Bank Guarantee should be from any Nationalized / Scheduled Banks only. The Bank Guarantee format should have the approval of BEML Ltd. The security deposit shall not carry any interest.

4. Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract awarded and the EMD amount will be forfeited. The security deposit shall be refunded within **three (3) months** after the date of expiry of the contract period subject to the contractor fulfilling all obligations and operations as required under the contract.
5. BEML Ltd reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BEML due to failures on the part of the contractor or due to termination of contractor becoming disqualified because of liquidation and other reasons. Such losses, damages, charges, expenses or cost, as assumed by BEML Ltd., shall be final and binding the contractor and shall not be called into question.

6. The tender document shall be deemed to form an integral part of the contract to be entered for this work.
7. BEML Ltd reserves the right to have parallel / similar contract with any number of contractors.
8. Disputes if any arising between the company and the supplier in connection with this purchase order or any other matters connected herewith that same referred to a sole arbitrator to be appointed by BEML. The arbitration / proceedings shall be in accordance with provisions of Indian Arbitration and conciliation Act 1996 and Rules framed there under. The place of arbitration shall be at Bangalore or any other place mutually decided by and between the company and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.
9. In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Delhi shall only have jurisdiction.

C. CONTRACT SPECIFIC TERMS & CONDITIONS:

1. The vehicles will normally be utilized by BEML Ltd for plying within Delhi and NCR. However the vehicles may be utilized for outstation trips also (beyond NCR) if required in special cases and in such a case driver special allowance (Bata) will be paid separately for which rates shall be quoted in the price bid.
2. The duration of the availability of the vehicle is for **8 hours a day**. However, beginning and ending time will be at the discretion of the Hirer. Usage of vehicle beyond this time period will be treated as additional service for which extra hour charges will be paid and is to be quoted by the bidders in the tender.
3. The vehicles are to be provided on all working days of the Company including Sundays and holidays.
4. Dead Kilometer distance and time (for conveyance of the vehicle from the contractor's office to BEML Ltd and back) will be allowed only once a day. Dead Kilometer is considered at actual distance or 5 kilometers whichever less is and time allowed is 30 minutes one way.
5. In case the reporting / release point is other than BEML Ltd, distance from contractor's office to the reporting / release point at actual KM and actual time in hours will be considered.
6. The vehicles deployed for the contract should not be owned by BEML employees and or their dependants, the ownership details of the vehicle to be submitted by the successful bidder before deployment and if there is any contravention of this clause, the contract will be terminated immediately and the Security Deposit will be forfeited.
7. The vehicle deployed for the contract shall **be new or of 2018** and onwards model vehicles only shall be provided.
8. The vehicle should have been registered u/s 2(35) of the Motor Vehicles Act for commercial use with RTO under **taxi permit** (yellow number plate). **Successful bidder shall submit documentary proof of the same before deployment.**
9. The vehicle employed shall be well maintained in good running condition and road worthy to ensure smooth and trouble free service during the entire contract period.
10. The deployment of vehicle shall be punctual always. Late reporting and absence will attract penalty at the discretion of BEML Ltd.
11. Any unauthorized journey undertaken by the driver / contractor during the contract period will be disallowed and will be penalized at the discretion of BEML Ltd.
12. While deploying the vehicle, the contractor shall ensure the following always:-

- a) Valid and relevant documents for the vehicle and driver viz., Registration Certificate, Tax paid challans / Endorsement, Insurance, Fitness Certificate, Driving License, Commercial use permit, emission test certificate. Etc.,.
- b) Vehicle shall be in full preparedness for the full day service including the fuel in the tank, preparedness of the driver and reasonable money with the driver for meeting contingency requirements.
- c) A mobile phone with the driver in working and charged condition.
- d) A first aid kit and a fire extinguisher (Cease Fire canister) in the vehicle.
- e) Car audio system to play FM station, CD, USB, etc., at the discretion of the users.
- f) Good upholstery for the seats and with WHITE TOWEL covering on the top. The TOWELS shall be regularly washed and maintained in hygienic condition.
- g) Vehicle washed daily and maintained cleanly both exteriors and interiors.
- h) Essential minimum spares viz., fan, belt, spare wheel properly inflated, spare bulb & fuses, jack, standard tools and tackles to attend to emergencies.

01) Duties and responsibilities of the driver:

- a) Driver employed for the vehicle should have minimum of 5 years experience, physically fit, having good eyesight and reflexes and should be able to attend / fix minor problems of the vehicle on road.
- b) Driver shall have valid driving license for the type of vehicle and keep it updated as when required.
- c) Driver should be aware of the localities and routes in and around Delhi / NCR.
- d) Driver should have knowledge of Hindi and English languages.
- e) Drivers shall wear white uniform (both trouser and shirt) while on duty.
- f) While deployed for duty, the driver should be courteous to the passengers and well behaved. The driver shall open and close the doors for all the passengers while getting into and getting out of the vehicles.
- g) The driver should get inside the vehicle only after passengers are seated and made comfortable.
- h) While on duty to pick up guests from Railway Station / Bus Stand / Airport, the driver should display the placard at the EXIT or suitable location for welcoming the passenger.
- i) The driver shall park the vehicle only in the designated parking area always.
- j) The driver shall not smoke cigarettes / bidis nor use other tobacco products, pan masala etc while on duty.
- k) The driver shall not spit, belch and make unsavory gestures while performing duty.
- l) The driver shall not consume alcohol and shall not be under the influence of alcohol while on duty.

- m) The driver shall not use mobile phone while driving; calls if any shall be attended only by stopping the vehicle at suitable location.
- 02) Trip sheet booklet with route map will be provided by BEML Ltd for each of the vehicle every month & the driver has to ensure its proper filling and acknowledgement while performing the duty. The trip sheet details as recorded and signed will be the basis for preparing the bills.
- 03) For non fulfillment of the contract conditions, BEML Ltd reserves the right to impose penalty on the contractor as follows:-
- a) In the event of the breakdown of the vehicle, alternative arrangement of similar vehicle shall be made within reasonable time by the contractor failing which penalty as above will be applicable.
 - b) For late reporting of the vehicle; Rs. 100/- for each instance for the first three instances in a month, which will be Rs. 200/- per instance thereafter.
 - c) For indulgence of disobedience / misbehavior / malpractice / fraud or any act of misdemeanor of the driver while on duty a penalty of Rs. 750/- per incidence will be levied.
- 04) In the event of contractor failing to provide the vehicle as above and BEML Ltd shall be at liberty to make alternative arrangements, the expenditure for such arrangements and for the loss / damage incurred by BEML Ltd as a result of such non-compliance will be deducted from the subsequent bill or security deposit of the contractor. BEML Ltd reserves the right to determine the cost of deduction at its sole discretion.'
- 05) For repeated non-compliance of contract conditions, BEML Ltd reserves the right to terminate the contract and make alternative arrangements. The cost of making such alternative arrangements will be levied on the contractor and will be deducted from the subsequent bill or the security deposit of the contractor.
- 06) BEML Ltd reserves the right to check the speedometer / odometer of the deployed vehicle at any point of time and if it is found inaccurate / tampered, suitable action deemed fit will be taken.
- 07) Only authorized staff attached to the contractor and driver nominated shall be allowed entry inside of the company or any other premises during the course of contract. The successful bidder shall provide the details of the drivers and authorized representatives for this purpose before commencing the work.
- 08) The contractor and the authorized representatives including drivers will be held responsible for any breach of the terms and conditions of the contract.
- 09) Accidents during the course of the work should be reported by the contractor / driver immediately to BEML Ltd., delayed information may be permitted however not later than 12 hours. Contractor shall submit detailed report of any such accident or incident.
- 10) The contractor will operate their vehicles entirely at their own risk and BEML Ltd shall not be held responsible for any damage / losses incurred both for the vehicle or persons traveling in the vehicle any time.
- 11) The contractors shall make their own arrangement for parking the vehicles overnight and during off days and holidays.

- 12) The successful bidder shall ensure that all their vehicles under the contract are covered by a comprehensive insurance by a leading / reputed insurance provider. The insurance policy shall cover compensation for the loss / damage to the vehicle, driver and co-passengers as well. Under no circumstance shall BEML Ltd be liable to compensate any loss / damage that may be caused to / by the vehicle while engaged in discharge of the contractor's obligations under this contract.
- 13) As and when required, route permit / national permit / clearance from RTO or any other authority concerned and compliance of any other legal formalities connected with contract have to be arranged by the contractor at his cost. BEML Ltd will not take any responsibility and will not bear any additional expenses in this regard.
- 14) The contractor at his own expense reinstate and make good to the satisfaction of BEML Ltd and pay compensation for any injury to any person, loss / damage occurred to any property or rights whatever including property and rights of BEML Ltd and its bonafide users of the vehicle, for the injury, loss / damage arising out of or in connection with or during the execution of the contract and further contractor shall indemnify the BEML Ltd against all claims enforceable against BEML Ltd or its bonafide users of the vehicle.
- 15) The contract shall have price variation clause for providing increase / decrease in contract price in proportion to the increase / decrease in fuel price from time to time as follows:-
- a) Fuel price (CNG CNG/Petrol/Diesel) decrease upto 5% over the price existing on the date of contract shall be borne by the contractor. Price variation beyond +/-5% will be compensated by applying the following formula:-

| | |
|--------------------------------|--|
| Price Increase or Decrease/KM: | Increase or Decrease in price of Fuel (CNG/Petrol/Diesel) |
| | ----- |
| | KM per liter (CNG/Petrol/Diesel)* |
 - b) The cost of fuel (normal Petrol/Diesel) on the date of technical bid opening will be the base price for price variation clause.
- 16) All the offers received will be scrutinized and only technically qualified offers will be considered for Price Bid opening.
- 17) The Technically unqualified offers will be rejected.
- 18) The contract will be in force for **24 months** from the date of deployment of vehicles.
- 19) BEML Ltd reserves to short close the contract at its discretion at any point of time with giving **a notice of 30 days**.
- 20) Payment to contractor will be made **within 30 days from** the date of submission of bills. Contractor will submit the bills (in duplicate), which will be duly verified, checked and passed by BEML Ltd and forwarded to Finance Department for releasing payment to the party.
- 21) The actual taxi parking charges / toll charges / permit charges incurred at airports / railway stations / check posts or any other places will be reimbursed on production of actual receipt without any corrections or overwriting.

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Annexure – “A”

Annexure to our Tender Notice No D/MKL/ADMIN/TENDER/19-20/

Date :15.11.2019

FORMAT FOR PROVIDING INFORMATION PERTAINING TO TECHNICAL BID PART – A

| | | |
|-----|---|----------|
| 01) | Name of the Individual / Travel / Tour / Taxi Operation and Address | |
| 02) | Telephone No. – Landline Telephone No. – Mobile Email ID | |
| 03) | Registration of Tour / Taxi Operator / Travel Agency | |
| 04) | Annual Turnover of the last 03 years (copy of balance sheet to Be attached) 2018-19 2017-18 2016-17 | |
| 05) | Experience credential for operating hiring of cars (Please provide the contract details along with copies of contract / work order copies) | |
| 06) | Contractors Fleet Strength (Please provide the fleet details viz., type of vehicle, model, registration number etc.,) | |
| 07) | Banker's name and Address Account Number | |
| 08) | PAN No. | |
| 09) | Service Tax Registration / GST Number | |
| 10) | No. of vehicles owned which are not more than one year old i.e. vehicle registered after January 2018 only | |
| 11) | Agreeable for Tender Terms and Conditions. (Please provide copy of the tender document duly signed and stamped) | Yes / No |

Note: Partnership companies should enclose copy of partnership deed.