

## HIRING OF CAR FOR TWO YEARS: 2019-2021

HIRING OF 1 No. OF HATCHBACK CAR FOR A PERIOD OF TWO YEARS FROM THE DATE OF RELEASE OF PO AS PER THE SCOPE, TERMS AND CONDITIONS

### SCOPE of SUPPLY:

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1. Positioning of 1 No. Mid segment Hatchback Diesel Car of 2018 or later Model of Engine Capacity – 1200CC/ 1.2KL (Min.) with well furnished seating, upholstery, Air Conditioner, Power windows (Front & Rear), Power Steering, BS3/BS4 emission norms and with essential safety features.

2. Firm to furnish Details of the Car like Make, Model, Version and other salient features in their bid.

3. Car should have valid Documents like RC Book, Road Tax Paid Receipt, Comprehensive Insurance, Valid Pollution Under Check Certificate and All India Permit. Note: All these documents should be validated regularly and kept available in the car always.

4. Car should be White Colour with Yellow Board and black letters

### TERMS AND CONDITIONS:

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1. The Car should be positioned at H&P Division on working Days from 7.00AM to 7.00PM for 12 Hours at the order rate of Min 100 KM/Day. Monthly utilization will be 100KM X No. of working Days in the respective Month.

2. The Car should always be filled with sufficient Diesel to cover Minimum Distance of 300 KM at any point of time.

3. The car will be used for Local Trips and Outstation Trips mainly within the states of Karnataka, Tamilnadu, Andhra Pradesh & Kerala and also Other States based on requirement.

4. Tentative utilization on Sundays / Holidays will be paid at extra charges.

5. Distance travelled beyond Minimum Utility of KMs in a month will be paid at extra charge
6. Driver's early coming /late going charges will be paid at extra charge.
7. Night halt charges for outstation Trips will be paid at extra charge.
8. Driver Bata for Outstation Trips (Distance more than 150KM per Trip) will be paid extra.
9. Minimum Utilization will be 100 KM/Day. However, if Utilization exceeds 100KM, the excess KM's will be adjusted for the unutilized KM's of any other Days during the same month.
10. Hire Charges should be inclusive of fuel, lube oil, Maintenance and wages for driver.
11. The Driver should possess valid Permanent Driving License and should renew periodically.
12. The Driver should be Medically Fit with Good Discipline & behavioral attitude. The Driver should wear uniform and possess a mobile phone (Smart Phone not permitted).
13. The Driver should maintain a log book duly certified by Concerned In-charge of Daily basis.
14. The Driver should be covered under ESI, PF & Insurance.
15. The firm has to furnish all bank details for RTGS/ NEFT Payments.
16. Income Tax applicable will be deducted towards TDS.
17. BEMI has right to terminate the contract at any point of time by giving 60 days Advance notice.

18. During Outstation trips, Entry Tax/ Toll Fee should be borne by the Firm. BEML will reimburse the same on production of original bills, duly certified by Chief of Plant Maintenance.

19. The car will be utilized to carry Production Items of Nominal weight of Luggage along with the passenger.

20. In case of accident or breakdown, it is firm's responsibility to liason with the police/RTO authorities including court proceedings and claims thereon under the Motor Vehicles Act, if any, as the case may be. In such event, alternative transport arrangement should be made by the firm at their cost within Two hours from the time of accident or breakdown, beyond which, the cost of any alternative arrangements made by BEML shall be deducted from the Firm's Bill.

21. BEML will not be responsible for Damages to Vehicle and injuries/ Death to Driver in case of Accident.

22. A well equipped first aid kit should always be made available in the vehicle to meet any emergency.

23. In case of delay in reporting at the place of duty assigned, a penalty will be imposed to the extent calculated on hourly basis, which will be deducted from the monthly bill.

24. Legal Jurisdiction KGF.

25. Payment Terms: Payment will be made on monthly basis against submission of Bill duly certified by Chief of Plant Maintenance.

26. Diesel rate per liter and mileage per liter of HSD of the vehicle should be declared by the firm/contactor which will be used as a bench mark for a base price of Diesel before start of contract. The contract is valid for TWO YEARS and any price variation of HSD will be compensated based on variation in Diesel price during the contract period. The formula for price escalation is furnished below:

$$E = \{(Y \sim Z) \times A\} / x$$

X = Km per liter of HSD

Y = Rate per liter of HSD as on date at KGF

Z = Rate per liter of HSD on the date of revision

A = Actual Kms run

E = Price Escalation.

27. The contractor shall provide workmen compensation policy to the driver.

28. The firm should ensure that unauthorized passengers should not be picked up while on BEML duty, also the vehicle should not be used for other private duties other than BEML duty during the contract period

29. The firm should pay an amount of Rs.10,000.00 (TEN Thousand only) towards security deposit Per car with 15 days from the date release of PO and the same will be reimbursed to the firm / contractor after successful completion of the contract period. DD should be submitted after receipt the Purchase Order.

30. Toll fees & Parking fees will be re-imbursed at actual against Digital bills.

31. Car should have Fast Tag facility and Fast Tag bill will be re-imbursed at actual against Digital bills

32. If the firm / contractor fail to provide cars as per the PO terms for more than 30 days without prior permission of Deputy General Manager Transport. BEML reserves the right to cancel the order & also to forfeit the security deposit of Rs 10,000 towards penalty for breach of contract.

33. The Notice period of termination of contract from either of the parties shall be three months. However, in case of any deviation which is unlawful and has an impact on BEML, the BEML reserves the right to terminate the contract immediately OR terminate with the notice period of 7 days.

34. Courts at Bangalore alone shall have Jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, Jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier/Firm.

35. ARBITRATION: All other disputes/differences except as to any matters the decision of which is specially provided for by these conditions of the Purchase Order. What so ever arising between BEML and the firm, out of or relating to the contract meaning and operation or effect of the contract or the breach thereof shall be settled by Arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance there of shall be binding on the parties.

36. LAWS APPLICABLE: The Laws of India for the time being in force or as amended from time to time.