

**BEML LIMITED**

(A Govt. of India Mini Ratna Company under Ministry of Defence)

**Regional office, Singrauli****Post Box No.5, Jhingurdha Colliery Road,****PO & Dist: SINGRAULI - 486 889 (M.P)****Tel: 07805-272114, 272668 Fax No.07805-272282****E-mail : singrauli@rm.beml.co.in**

Ref. BEML/MKS/VEHICLE/2020/084

Date: 06.06.2020

**TENDER ENQUIRY ( Bid Invitation # 6300032910 )**

To :

Sir,

**Sub : Outsourcing of Vehicle Contract on hire basis for Two years for BEML Regional Office, Singrauli.**

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BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence and is having its Registered Office at "BEML Soudha" No.23/1, IV Main, Sampangirama Nagar, Bangalore - 560 027. **BEML, Regional office, Jhingurdha Colliery Road, Singrauli - 486 889** (Madhya Pradesh) **intends to** tender for supply of Diesel "vehicles" with Taxi permit facility for day-to-day use for **deployment under Regional Office-Singrauli** including various NCL Projects/Mines spread over the **states of UP & MP ie., Jhingurdah, Krishnasila, Jayant, Bina, Kakri, Khadia, Dudhichua, Nigahi, Amlohri, Gorbi, Maihar** and One Diesel AC "SCORPIO JEEP" for movement of executives / VIPs.

In this connection, BEML, Regional office, Singrauli invites offers in two bid system ( **through e-mode**) from reputed, experienced and resourceful firms/individuals having ownership, Registration etc. to supply vehicles mentioned under Scope of work on daily 12 / 24 hours duty basis **for a period of 2 years (Two Years)** on monthly hiring basis. The requirements of vehicles have been categorized as under to facilitate the bidders for submitting offers for particular vehicle, EMD, Security Deposit etc.

**Scope of work:**

SL No.	VEHICLE DESCRIPTION	QTY	WORKING HOURS	Starting Point	CATEGORY
01.	SCORPIO JEEP with AC (White Color)	01	12 Hrs [8.00 AM TO 8.00 PM]	Singrauli	<b>Category - 1</b>
02.	TATA 407 (Mini Truck)	01	12 Hrs [8.00 AM TO 8.00 PM]	BEML Regional Office	<b>Category - 2</b>
03.	M&M (Bolero) Jeep with AC	02	12 Hrs [8.00 AM TO 8.00 PM]	2 - BEML Regional Office	<b>Category - 3</b>

SL No.	VEHICLE DESCRIPTION	QTY	WORKING HOURS	Starting Point	CATEGORY
04.	Utility Vehicles with AC M&M / Equivalent Model - 4 Door AC	03	<b>12 Hrs</b> <b>[8.00 AM TO 8.00 PM]</b>	1-Dudhichua. 1-BEML Regional Office 1 - Nigahi	<b>Category - 4</b>
05.	Utility Vehicles with AC M&M / Equivalent Model - 4 Door AC	01	<b>12 Hrs</b> <b>[8.00 AM TO 8.00 PM]</b>	Maihar	<b>Category - 5</b>
06.	Utility vehicle with AC M&M / Equivalent Model - 4 Door.	02	<b>24 Hours</b>	1-Jayant 1 - Amlohri	<b>Category - 6</b>
<b>TOTAL</b>		<b>10</b>			

The number of vehicles indicated above may change from time to time. Any additional requirement of vehicle at short notice, for a short period, should also be provided by the agency at the contract rates finalized.

The *vehicles* to be deployed at BEML shall meet conditions of Eligibility Criteria, Pre-qualification Criteria, Special terms & Conditions and General Terms & Conditions. The eligibility criteria and pre-qualifications are set out in the enclosure hereto at **Annexure-A & Annexure-B** respectively.

The period of deployment of vehicle shall be for a period of 02 (Two) years from the date of actual deployment of the vehicle. **If the services are found satisfactorily, BEML reserves right to extend the contract by another one year on the same rate, terms and conditions, upon mutual consent.**

The contractor / agency / firm shall quote their lowest charges for **each category separately**, in BEML RM system to supply the vehicles as per the Commercial format (Price Bid) as provided at SRM System (Item Data-Commercial Bid) and offer should be valid for 6 months from the date of closing this tender.

It is suggested to the interested / eligible contractors / Agencies / Firms to visit BEML, Regional Office, Singrauli (Madhya Pradesh) to know the scope of the work, by taking prior appointment by calling telephone Phone: 07805-272114, 272668, 272334, Regional Manager, Regional Office, Singrauli before closing date for submission of their offers.

**The closing date for this tender is 00.06.2020.**

The service providers shall submit their quotation in two parts Viz. **Part – I (Technical Bid) & Part – II (Commercial Bid).**

The details of Tender Fee and other scheduled of tender etc are furnished below;

Due date & time of submission of the offers (Both Technical Bid & Commercial Bid) through e-mode ( BEML SRM system)	<b>30.06.2020 upto 14:00 hours</b>
Date for opening Technical Bids	<b>30.06.2020 at 15:00 hrs</b>
Date for opening Commercial Bids (Only Commercial Bids of bidders of Technically qualified)	Date will be intimated later on.

If the tender is not opened on the above date due to any unforeseen circumstances, then it will be opened on the next working day at the same time. Bidder may attend the opening of the tender through their authorized representative, submitting proof thereof.

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.

**All interested / eligible contractors / Agencies / Firms are requested to go through the tender document carefully and submit their offer accordingly, completed in all respects, with supporting documents.**

### PART – I

#### A. Technical bid :

1. In the Technical Bid, the Bidders should upload the following documents in BEML SRM Collaboration Folder in the system :

- 1.1. Documents with respect to experience certificates, financial turnover, PF code Numbers from Madhya Pradesh, Registration no. for GST etc. and all other relevant documents /details as specified in Pre-qualification bid at **Annexure-A & Annexure-B**.
- 1.2. Filled in /signed document of **Annexure-B**.
- 1.3. Bidders are required to submit the required EMD in the form of digital transfer in favour of "**BEML Limited**" and scanned copy of the same shall be submitted along with Technical Bid.

#### BEML BANK ACCOUNT DETAILS :-

Account Number	:	10773219053
Branch	:	SBI, Morwa
IFSC	:	SBIN0003767

- 1.4. Copies of Tender documents such as Eligibility Criteria, Special Terms & conditions and General Terms & conditions etc duly signed on each page by the bidders shall be uploaded.
  - 1.5. Any other general information relevant to above.
2. Bids submitted without EMD will be rejected. Any deviation from the NIT may attract disqualification
  3. **The bidder shall not indicate the price or rate in the Technical Bid and disclosure of Price in Part-I will be summarized as rejected and will be treated as invalid offer.**
  4. **Technical Bid along with copies of documents mentioned at Sl. No. 1.1, 1.2 & 1.3, shall be uploaded on BEML SRM system.**

Please ensure that No price details are entered in the Technical documents uploaded in the collaboration folder.

**PART – II****B. COMMERCIAL BID ( PRICE BID ):**

1. Price Bid Schedule shall consist of the details of the **PRICE ONLY**. The contractor/Agency / firm has to quote their lowest rock bottom at BEML SRM system. The contractor / Agency / Firm shall quote their offer category wise **separately for separate category of vehicles**.
2. 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.
3. The applicable GST shall be excluded from the rates, which will be paid extra. BEML will not entertain any additional payments, which is not mentioned in the offer/order.
4. The offer / rates to be quoted by the bidders should not include GST. The rate of applicable GST should be indicated separately.
5. The rate, terms and conditions quoted should be firm during the first year of the contract and no increase in rate shall be entertained under any circumstances. The rentals with POL up to **2000 KM** in respect of Scorpio Jeep with AC, M&M Jeep (Bolero) with AC & Utility Vehicle (M&M / Equivalent) with AC and **1000 KM** in respect of Tata 407 Vehicle shall be firm during the entire contract period. During the second year of the contract, any variation in fuel cost shall be compensated as per formula indicated at para No.30 of Special Terms & conditions ( **Annexure - C**).

**C. Submission of Tender :**

1. The agency that meets the Eligibility Criteria mentioned in Annexure - A and pre-qualifications/requirements (Annexure - B) and agree to fulfill Special Terms & Conditions (Annexure - C) and General terms & conditions (Annexure - D) may **submit their offers through online (e-mode) BEML SRM system ( Item Data - Commercial Bid)**.
2. After submission of quote through online/e-mode as above, the digital transfer of amounts towards EMD shall be uploaded along with Technical Bid
3. Incomplete Credential Form / Tender will be summarized as **REJECTED** and no correspondence or queries will be entertained further.
4. **The Company reserves its right to accept or to reject any or all the quotations without assigning any reasons whatsoever.**
5. Technical bids(Part-A) will be opened at 3.00 PM on 30.06.2020 in the presence of available / eligible bidders who wish to be present and the Commercial bids (Part-B) of the Technically qualified offers will only be opened after the confirming technical qualification, at a later date. Incomplete Technical Bids will be rejected summarily.

**NOTE:** 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.

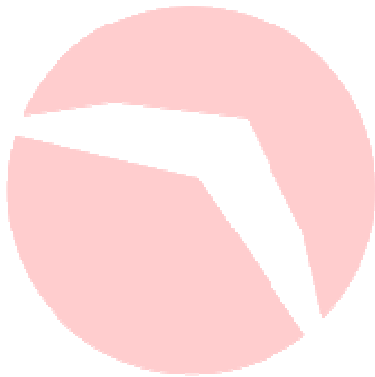
Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing 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.***

Thanking you,

Yours faithfully,  
for BEML LIMITED,

**Regional Manager,**  
BEML, Regional Office, Singrauli.



NEW FRONTIERS. NEW DREAMS

**ANNEXURE - A****ELIGIBILITY CRITERIA**

1. **Experience:** The bidder should have executed the similar contract work for two years in the past five years. In case of Category-1, the bidder shall be eligible to submit work experience on par with AC Car/ Bolero Jeep Work order experience for two years in the past five years. In support of the same, the bidders shall **upload** the list of contracts, if available, for having worked at least for two years in the past five years indicating the name, value, date of completion of contract, accompanied with copies of work orders issued by respective clients (self attested / certified). In case due to confidential agreement with the customer towards non-submission of order, the bidder has to **upload** the list of such contracts with contract details.

**Note : In case of more than one party quoted the same rate, L-1 party will be identified and finalized based on more work experience( average for the last 3 years) executed by the party.**

2. **Financial Turnover:** The bidder should furnish the details of their Annual Turnover in **Annexure – B and upload** the copies of Balance sheet for 3 years (2017-18, 2018-19 & 2019-20) in support of their Financial Credentials along with **Annexure - B**.
3. **Particulars of Bidders:** The bidders shall furnish their name with full official address, email, landline and mobile phone numbers in the Credential form (**Annexure - B**). 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 along with the Credential form (**Annexure – B**). All the parties have to sign the tender document unless signed by the power of attorney holder and **upload**.
4. **Bank Details:** The bidders shall furnish name and address of the Bankers with Bank Account Number (copy of relevant portion of pass book to be attached & **Uploaded**).
5. **Vehicle Details** : All the vehicle to be provided to BEML by the bidders should be of;
- 5.1. **Commercially registered under Motor Vehicles Act for commercial use with RTO under taxi permit.**
  - 5.2. **Covered by comprehensive insurance.**
  - 5.3. **In good running condition with comfortable interior.**
6. **Age of the Vehicles for all Categories, except Category-2** :- New Vehicles / upto two years old vehicles.  
**For Category-2(Mini Truck)** :- The vehicle shall be New Vehicle / upto Four years vehicle.
7. **State Permit for Vehicle:** The Vehicles to be deployed at BEML, RO, Singrauli should have State Permit as mentioned below:

Category No.	Vehicle Description	QTY	State Permit required for	Vehicle Deployment (Starting Point)
1	SCORPIO JEEP WITH AC (White Color)	01	Madhya Pradesh	Singrauli
2	TATA 407 (Mini Truck)	01	Madhya Pradesh & Uttar Pradesh	BEML Regional Office
3	M&M Jeep (Bolero) with AC	02	Madhya Pradesh	2 – BEML Regional Office

Category No.	Vehicle Description	QTY	State Permit required for	Vehicle Deployment (Starting Point)
4	Utility Vehicles with AC M&M/ Equivalent model - 4 Door ( <b>12 Hours</b> )	03	Madhya Pradesh & Uttar Pradesh	1 - Dudhichua 1 - BEML Regional Office 1 - Nigahi
5	Utility Vehicle with AC M&M/ Equivalent model - 4 Door ( <b>12 Hours</b> )	01	Madhya Pradesh	Maihar.
6	Utility Vehicles with AC M&M/ Equivalent model - 4 Door ( <b>24 hours</b> )	02	Madhya Pradesh & Uttar Pradesh	1 - Jayant 1 - Amlohri

8. **Own Vehicle** : The agency / proprietor / partner should have their **own vehicles** for deployment for **Category-1, 2 & 5** with commercial registration.
9. **Own & Others' Vehicles**: The agency / proprietor / partner of the company participating in the tender for **Category-3, 4 & 6, should be able to supply the required Number of Vehicles as indicated in the scope of the work.** However, the parties should have **at least One similar vehicle in their name** (Own vehicle) with commercial registration. For supply of remaining vehicles, they should submit the copy of the **Power of Attorney** from the **actual vehicle owner for the vehicle** duly attested and notarized along with the details of ownership of the vehicle.
10. **Undertaking** : The bidder should also upload their consent as an undertaking that they will be deploying vehicles as per the NIT Terms within the stipulated period after getting the order. **The bidders, who are not having requisite number of vehicle and wants to purchase new Vehicles in their name for deployment for Category-3, 4 & 6, shall submit an undertaking along with Pro-forma Invoice for Purchasing of Vehicles.**
11. **Bids of the agency / proprietor / partner of the company not owing vehicles in their name for supplying vehicles for the category-1, 2 & 5 and not owning atleast one similar vehicle for deployment for Category-3, 4 & 6, shall be rejected summarily.**
12. **The L-1 parties for different categories will be finalized on category-wise basis.**

For BEML LIMITED,

**REGIONAL MANAGER**

Date : 06.06.2020

Place : Singrauli

Seal & Signature  
(Agency Proprietor/Partner/Director)

**ANNEXURE-B****CREDENTIALS / PRE -QUALIFICATIONS**

[This will form part of the tender documents]

**(To be filled in, signed with seal by the tenderer & Upload on BEML SRM system )**

01.	<b>Name &amp; address of the firm</b> with proprietor's name, Partner & Director along with attested copies.		
02.	<b>Telephone No.</b>	Mobile :	
03.	<b>Details of Bank</b> in which the contractor / agency operates account. <b>(Upload documentary Proof)</b>	Name	
		Branch	
		Account No.	
04.	<b>PAN (Upload documentary Proof)</b>		
05.	<b>GST details of the firm (upload documentary proof)</b>		



6. <b>Experience credential</b> for operating hiring of cars. <i>(Please upload copies of contract / work order &amp; completion certificate etc)</i>						
Type of vehicle	No. years Experience	Period		Name of the Establishments & Contact Details	Value of the contract (In Rs.)	Reference No. & Date of Work order /Contract
		From	To			
Scorpio Jeep with AC (white colour)						
Tata 407 Mini Truck						
M&M (Bolero) Jeep with AC						
Utility Vehicles with AC - M&M / Equivalent Model - 4 Door						

7. Please furnish the details of each **Own Vehicles** to be deployed to BEML. :

**Total No.of Vehicles** : .....

Vehicle Description	Vehicle model	Registration number	Comprehensive Insurance Policy No. & Expiry Date	Pollution certificate No. & Expiry Date	Road Tax Token No./ Receipt No. & Expiry Date	Fitness Certificate No. & Expiry Date

Photo copies required for the following documents shall be <b>uploaded</b> (Please tick against Yes or No as applicable)	YES	NO
Whether Copies of R.C. Book duly attested by Notary Public of utility vehicle are <b>uploaded</b> ?		
Whether Copies of pollution certificate issued by competent authority duly notarized by public notary are <b>uploaded</b> ?		
Whether Copies of Comprehensive Insurance Certificates are <b>uploaded</b> ?		
Whether Copies of documents pertaining to Road Tax paid are <b>uploaded</b> ?		
Whether Copies of Fitness Certificates of Vehicle are <b>uploaded</b> ?		

NEW FRONTIERS. NEW DREAMS

8. Details of **other's Vehicles** to be deployed to BEML by the contractor. : **Total No.of**

**Vehicles** : .....

Name of Vehicle Owner	Vehicle Description	Vehicle model	Registration number	Comprehensive Insurance Policy No	Pollution certificate No	Road Tax Token No./ Receipt No.	Fitness Certificate No.

<b>Photo copies required for the following documents are to be uploaded (Please tick against Yes or No as uploaded)</b>	<b>YES</b>	<b>NO</b>
Whether Copies of written consent from the owner for providing vehicle to be deployed in BEML on hire basis are <b>uploaded?</b>		
Whether Copies of R.C. Book duly attested by Notary Public of utility vehicle are <b>uploaded?</b>		
Whether Copies of pollution certificate issued by competent authority duly notarized by public notary are <b>uploaded?</b>		
Whether Copies of Comprehensive Insurance Certificates are <b>uploaded?</b>		
Whether Copies of documents pertaining to Road Tax paid are <b>uploaded?</b>		
Whether Copies of Fitness Certificates of Vehicle are <b>uploaded?</b>		

09.	<p><b>Self declaration</b> by the Contractor/ Individual stating that the <b>vehicle is not owned by BEML employees</b> and / or <b>their dependants</b> / Blood relatives (Either by Owner or by Driver) shall be <b>uploaded</b>.</p>	<p>Yes, I have Uploaded. <input type="checkbox"/></p> <p>No, I have not Uploaded. <input type="checkbox"/></p> <p>(Please tick the above as applicable)</p>																																			
10.	<p><b>Certification regarding civil suit/litigation/arbitration</b> regarding exclusion / expulsions or black listing if any to be <b>uploaded</b>.</p>	<p>Yes, I have Uploaded. <input type="checkbox"/></p> <p>No, I have not Uploaded. <input type="checkbox"/></p> <p>(Please tick the above as applicable)</p>																																			
11.	<p><b>Agreeable for Tender Terms and Conditions.</b></p> <p>Whether you have submitted the copy of the tender document <b>duly signed and stamped and uploaded</b>.</p>	<p>Yes, I have Uploaded. <input type="checkbox"/></p> <p>No, I have not Uploaded. <input type="checkbox"/></p> <p>(Please tick the above as applicable)</p>																																			
12.	<p><b>Details of Earnest Money Deposit [EMD] through Online Payment Receipt shall be uploaded.</b></p> <table border="1" data-bbox="228 821 1208 1142"> <thead> <tr> <th>Category</th> <th>Online Payment Receipt.</th> <th>Date</th> <th>Amount</th> <th>Drawn on (Name of the Bank)</th> </tr> </thead> <tbody> <tr> <td>Category-1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Category-2</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Category-3</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Category-4</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Category-5</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Category-6</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Whether you have <b>uploaded</b> a copy of online payment receipt along with Technical Bid of the tender.</p>	Category	Online Payment Receipt.	Date	Amount	Drawn on (Name of the Bank)	Category-1					Category-2					Category-3					Category-4					Category-5					Category-6					<p>Yes, I have Uploaded <input type="checkbox"/></p> <p>No, I have not Uploaded <input type="checkbox"/></p> <p>(Please tick the above as applicable)</p>
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Category-4																																					
Category-5																																					
Category-6																																					

13.	Self declaration to the effect that there is no any police / legal case against the Vehicle or Driver, or substitute or owner of the vehicle.	<p><b>Not Applicable</b> <input type="checkbox"/></p> <p>Yes, I have <b>uploaded</b> declaration <input type="checkbox"/> (If applicable)</p> <p>(Please tick the above as applicable)</p>								
14.	<p><b>Annual Financial Turnover</b> of the last 03 years <b>or Income Tax Return for the last 03 years.</b> (Please copy of balance sheet to be <b>Uploaded</b>)</p>	<table border="1"> <thead> <tr> <th data-bbox="885 386 1128 449">Financial Year</th> <th data-bbox="1128 386 1534 449">Amount (In Lakhs)</th> </tr> </thead> <tbody> <tr> <td data-bbox="885 449 1128 537"><b>2017 - 18</b></td> <td data-bbox="1128 449 1534 537"></td> </tr> <tr> <td data-bbox="885 537 1128 625"><b>2018 - 19</b></td> <td data-bbox="1128 537 1534 625"></td> </tr> <tr> <td data-bbox="885 625 1128 714"><b>2019 - 20</b></td> <td data-bbox="1128 625 1534 714"></td> </tr> </tbody> </table>	Financial Year	Amount (In Lakhs)	<b>2017 - 18</b>		<b>2018 - 19</b>		<b>2019 - 20</b>	
Financial Year	Amount (In Lakhs)									
<b>2017 - 18</b>										
<b>2018 - 19</b>										
<b>2019 - 20</b>										

## Note:

1. Partnership companies should upload copy of partnership deed.
2. Bidders are required to furnish all required Information and upload the copies of relevant documents. Information sought at Sl.No. 1 to 15 shall be considered as qualifying criteria.

Date : 06.06.2020

Place: Singrauli

Signature &amp; Seal

(Agency proprietor / Partner / Director)

**Annexure - C****SPECIAL TERMS & CONDITIONS**

- 1) **The agency / proprietor / partner shall quote their offer per Vehicle in Category-1, 2 & 5 and in case of category-3, 4 & 6, the rate quoted per vehicle shall be applicable for other remaining vehicles in that category.**
- 2) The deployment of vehicle will be as per details given in "**Scope of Work**" indicated in NIT.
- 3) Normal usage of the vehicle under Singrauli Region local use deployed as per Contract (Except Project) on weekday i.e., Monday to Saturday, however, the vehicle if required on Sundays and Holidays shall also be provided by the Contractor. Normally two days in a month (Sundays & Holidays only) will be provided as off-day for maintenance and other requirements. Whereas the usage of the vehicle in the Projects / Site Offices, is for all seven days of the week, and whenever regular vehicle withdrawn for maintenance etc. the contractor shall provide alternate vehicle as a replacement.
- 4) The vehicles owned by BEML Employees and / or their dependents / Blood relatives (Either by owner or by Driver) should not be deployed at BEML on contract to be made from this tender. If any contravention of this clause is noticed during the pendency of the contract, the contract will be terminated immediately and the EMD (*in case in the contravention is noticed before submission of Security Deposit*) or Security Deposit (*in case in the contravention is noticed after submission of Security Deposit*) will be forfeited.
- 5) The agency will do periodical maintenance of the vehicles to avoid breakdown. The agency has to inform the concerned official in BEML one day before the maintenance of vehicle. In case the vehicle breaks down on the way, the agency will have to pay actual fare to the officials up to the place of destination. Further the agency should arrange similar substitute vehicle till original vehicle is restored.
- 6) The agency shall change the driver if not found suitable or desirable by the officials and make immediate arrangements to provide a substitute driver. The same should be communicated immediately to BEML. If the driver proceeds on leave for whatsoever reasons, the agency shall provide substitute driver without delay.
- 7) The Driver of the vehicle should have minimum of 5 years/ experience, physically fit, having good eyesight and reflexes. Driver should be aware of the localities and routes within the place of deployment.
- 8) Driver should have knowledge of commonly spoken language Hindi and knowledge of Local & English languages will be preferred. The driver shall not smoke cigarettes / bidis nor use other tobacco products while on duty. The driver shall not spit and make unsavory gestures while performing duty. The driver shall not use mobile phone while driving, and calls, if any shall be attended only by stopping the vehicle at suitable location.
- 9) Drivers shall wear preferably white or Khakhi uniform – both the trousers and shirts while on duty. 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.
- 10) The driver will comply with the orders given by the officials of BEML regarding safety and security even when the vehicle is parked in the office /project / mining area and BEML will not in any way be responsible for the safety & security of the vehicle.

- 11)The driver shall not consume alcohol and shall not be under the influence of alcohol while on duty, and if noticed it will attract penalty as determined by BEML and may lead to cancellation of contract, if such occurrence is repeated.
- 12)The vehicle driver should always carry photo Identity Cards issued by the successful bidder (Contractor / Agency). Such Identity Cards will be countersigned by the Authorized Officer of BEML Limited.
- 13)The vehicle must be kept clean and to be provided with neat seat covers of good material, which should be changed periodically. If not provided penalty will be recovered from the respective monthly bills. Agency shall bear the expenses with regard to washing of seat cover and general upkeep of the vehicle.
- 14)** The applicant firm shall be having a running office **at Singrauli**. The agency should maintain a record of the running of the vehicles on daily basis, which should be countersigned by the concerned officials in the respective logbook.
- 15)Proper LOG BOOK will have to be provided by the Contractor for each of the vehicle where the running KM of the vehicle, Date & Time, Purpose of use of vehicle and signature of the user of vehicle will recorded. The driver has to ensure its proper filling and acknowledgement while performing the duty. The Vehicle LOG BOOK details as recorded and signed by the user will be the basis for preparing the bills and tampering / overwritten KM. or timing by the Driver if not countersigned by the user will attract deduction accordingly.
- 16)In usual course, the kilometer & time opening and closing will be reckoned from the respective locations mentioned above as per the contract.
- 17)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.
- 18)The contractor shall make his own arrangements for rest room / change room or lunch / dinner room for the Drivers.
- 19)In case of not reporting/delay in reporting at the place of duty assigned **penalty will be imposed to the extent of Rs.750/- per day** which will be deducted from monthly bills.
- 20)In the event of non deployment of a vehicle a stand by vehicle shall be provided by the contractor or else another vehicle will be hired from the market, the actual charges of which will be recovered from the contractor's bill. Apart from penalty charged for the inconvenience caused, no payment shall be made for running of the vehicle on the date.
- 21)In the event of replacement of the vehicle provided, prior intimation should be given to the concerned officer. However, replacement should be done in consultation with the officer concerned.
- 22)In case of any accident or breakdown of vehicle the agency should attend the formalities with the Traffic Police/RTO authorities including court proceedings and claims thereon under the Motor Vehicle Act, if any, as the case may be. In such an event, an alternative transport arrangement should be made by the contractor or agency at his cost within one hour from the time of accident/breakdown beyond which the actual cost of any alternative arrangements made by BEML shall be at the cost of the agency.
- 23)In the event of absence from duty by the driver for receiving any official at the Railway station or at any requisite point due to negligence of the driver, the agency shall have to bear the actual expenses

incurred for making alternative arrangement. Apart from penalty charged for the inconvenience caused, no payment shall be made for running of the vehicle on the date.

24)The agency and the driver should have a contact point for 24 hours and the telephone/cell numbers shall be provided at the time of signing contract. Any subsequent changes in address or phone number of the agency or driver; the same shall be intimated promptly in writing within 24 hours.

25)The agency should make arrangement for filling diesel with the pumping station which is on the regular route or otherwise the extra running for filling of diesel and any use of the vehicle by the driver will be at the cost of the agency.

**26) The agency shall comply with all the rules and regulations relevant to supply of utility vehicle stipulated by RTO, Singrauli/Waidhan and other Government authorities.**

27)The vehicle provided to BEML will be covered by comprehensive insurance at the cost of the agency. BEML shall not be responsible for any damage to the vehicle and compensation payable to anyone in the event of any accident causing injury/disablement/loss of life. The agency shall indemnify BEML against any claims arising out of accidents caused by the vehicle.

28)The rate and terms and conditions quoted should be firm during the first year of the contract and no increase in rate shall be entertained under any circumstances. The rentals with POL up to **2000 KM** in respect of Scorpio Jeep with AC, M&M Jeep (Bolero) with AC and Utility Vehicle with AC (M&M / Equivalent) and **1000 KM** in respect of Tata 407 Vehicle shall be firm during the entire contract period. During the second year of the contract, any variation in fuel cost shall be compensated as per formula indicated at para No.30 below.

29)Further request for any amendment on the above conditions will not be entertained and the offer is liable to be rejected. BEML Ltd decision in this regard shall be final and binding.

30)**Provision for Diesel Price Escalation:** Price during the second year of the contract, any variation in fuel cost less than +/- 5% on the current diesel rate will be ignored, but beyond +/- 5% will be compensated by applying the following formula. The rate escalation will be considered only KM basis **beyond the initial 2000 KM** for Scorpio Jeep with AC, M&M Jeep with AC (Bolero) and Utility Vehicle with AC (M&M / Equivalent) and **1000 KM** for Tata 407 Vehicle. The increase in fuel price over and above will be made effective against request supported with the proof of such increase.

**Price Increase or Decrease/Km =  $\frac{\text{Increase or Decrease in price of diesel}}{\text{KM. per liter (Diesel consumption)}}$**

For diesel consumption the average KM. for the vehicles are mentioned below:

SL No.	Vehicle Description	AVERAGE
1	SCORPIO Jeep with AC (White Color)	12 KM
2	M&M Jeep (Bolero) WITH AC	12 KM
3	Utility Vehicles WITH AC -M&M/Equivalent model - 4 Door	11 KM
4	TATA 407	10 KM

31)The

Vehicles deployed should be in good running condition and have up to date registration tax paid, commercial registration, pollution control certification, covered under comprehensive insurance, etc., throughout the contract period.



**32)** The company will not be held responsible for any liability against the vehicle deployed or the driver. The deployment of various vehicles (Starting point) and the required **state permit (Madhya Pradesh / Uttar Pradesh)**. However, during the operation of contract, in case if the vehicle is required for the use of BEML in **other states**, the contractor shall arrange to pay road tax / obtain Permit, if required, for such state. The claim towards such Road tax / Permit along with Proof shall be submitted along with monthly bill for payment.

33)The **evaluation will be made on the basis of** financial implication on the average monthly running of the vehicle for **3000 KM** in respect of **Scorpio Jeep with AC**, M&M Jeep (Bolero) with AC and Utility Vehicle with AC (M&M / Equivalent) and **2000 KM** in respect of Tata 407 Vehicle taking the following parameters into consideration.

**33.1 For Scorpio Jeep with AC, M&M Jeep (Bolero) with AC and Utility Vehicle with AC (M&M / Equivalent):**

Description	Rate (in Rs.)
Rates for rental with POL up to initial <b>2000</b> km	
Rates for extra 1000 Kilo meter beyond 2000 kms	
Rates for extra <b>15</b> hours/month for Driver ( <b>Not applicable for Utility vehicles deployed for 24 hours</b> )	
Rates for driver Batta for overnight outstation duty for 2 days in a month.	

**33.2 For Tata 407 Vehicle :**

Description	Rate (in Rs.)
Rates for rental with POL up to initial <b>1000</b> km	
Rates for extra <b>1000 Kilo meter</b> beyond <b>1000</b> kms	
Rates for extra <b>15</b> hours/month for Driver	
Rates for driver Batta for overnight outstation duty for 2 days in a month.	

34)Any other miscellaneous charges quoted separately other than as per the NIT format will not be considered and it will be liable for rejection.

**35) EARNEST MONEY DEPOSIT (EMD)**

34.1. Bidders shall submit EMD amount shall be in the form of **Digital transfer of amount** in favour of '**BEML Limited**' & the Bank details are as under :-

**BEML BANK ACCOUNT DETAILS :-**

Account Number : 10773219053  
Branch : SBI, Morwa  
IFSC : SBIN0003767

34.2. The Earnest Money Deposit should be submitted for each category through digital transfer of amount & the payment Receipt shall be uploaded along with Technical Bid (*For example , if the EMD is for Scorpio Jeep with AC (White Color)- Category-1, the EMD amount shall be Rs.12,800/- .*

The EMD amount applicable for each category of vehicle is furnished below;

SL No.	VEHICLE DESCRIPTION	QTY	CATEGORY No.	EMD Amount (In Rs.)
01.	SCORPIO Jeep with AC (White Color)	01	<b>Category - 1</b>	12800.00
02.	TATA 407	01	<b>Category - 2</b>	16,600.00
03.	M&M Jeep (Bolero) with AC.	02	<b>Category - 3</b>	25,600.00
04.	Utility Vehicles with AC M&M / Equivalent Model - 4 Door ( <b>12 hours</b> )	03	<b>Category - 4</b>	39,600.00
05.	Utility Vehicles with AC M&M / Equivalent Model - 4 Door ( <b>12 hours</b> )	01	<b>Category - 5</b>	13,200.00
06.	Utility vehicle with AC M&M / Equivalent Model - 4 Door ( <b>24 hours</b> )	02	<b>Category-6</b>	31,200.00

- 34.3. EMDs of unsuccessful agencies will be returned without any interest, once the contract is finalized. In case of successful agency, the EMD will be adjusted against security deposit.
- 34.4. The EMD will be forfeited if the tenderer revokes his tender, after opening the tender, within the validity period and increases his earlier quoted rates. Also if the tenderer fails to submit the offer of acceptance within fifteen days from the date of the placement of work order.
- 34.5. Bids submitted without prescribed EMD shall be rejected summarily without any reference.

### 36) SECURITY DEPOSIT

- 35.1. The Successful Tenderer have to submit a Demand Draft/Banker's cheque @ 10% of total annual contract bill value ( *Excluding GST*) or to execute a Bank guarantee for a value equal to one month's bill amount towards Security deposit (adjusting the EMD amount) within fifteen days from the date of issue of work order through online digital transfer. The Security Deposit should be valid up to 6 months after completion of contract Period.
- 35.2. Monthly bill amount for the works carried out shall be released to the contractor only after depositing Security Deposit as mentioned above at para 35.1 by the contractor.
- 35.3. The Security Deposit will be made through online digital transfer or Bank Guarantee, the same shall be submitted from any Indian Public Sector bank in the standard format which shall be provided by BEML.
- 35.4. In case of extending the Contract, the Contractor is required to renew the bank guarantee before one month of its expiry with same validity failing which same will be realized by the BEML Management. The Bank Guarantee should provide for indemnifying BEML from all losses arising out of this contract directly or indirectly during the validity of this contract apart from adjusting any due from the contractor at any time.

35.5. The Security Deposit (Tentative) to be deposited by the successful bidder has been indicated below;

SL No.	VEHICLE DESCRIPTION	QTY	Category No.	Security Deposit * (In Rs.)
01.	SCORPIO jeep with AC (White Color)	01	<b>Category- 1</b>	64,000.00
02.	TATA 407	01	<b>Category- 2</b>	83,000.00
03.	M&M Jeep (Bolero) WITH AC	02	<b>Category- 3</b>	1,28,000.00
04.	Utility Vehicles with AC M&M / Equivalent Model - 4 Door	03	<b>Category- 4</b>	1,98,000.00
05.	Utility Vehicles with AC M&M / Equivalent Model - 4 Door	01	<b>Category- 5</b>	66,000.00
06.	Utility vehicle with AC M&M / Equivalent Model - 4 Door( 24 hours)	02	<b>Category- 6</b>	1,56,000.00

35.6. The Security Deposit (without interest) will be refunded to the firm after three months of successful completion of the contract.

35.7. The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure.

For **BEML LIMITED**  
**REGIONAL MANAGER.**

Date : 06.06.2020  
Place : Singrauli

**BEML**  
NEW FRONTIERS, NEW DREAMS

Seal & Signature  
(Agency Proprietor/Partner/Director)

**ANNEXURE –D****GENERAL TERMS AND CONDITIONS FOR HIRING OF VEHICLES**

- 37) The Tenderer shall read and understand the Scope of work, Special terms and conditions, General terms and conditions and other conditions of the tender before submitting the tender for this work and shall agree to abide by the terms and conditions outlined above and these documents shall form part and parcel of the contract awarded to the Contractor.
- 38) The contractor shall be deemed to have studied the scope of work thoroughly before offering of their rates to complete awarded work for supply of Vehicles as per the requirements of BEML Regional Office, Singrauli. The Contractor shall visit the site before offering his rates, if necessary.
- 39) The tender forms Part-I, Part-II, Annexure – A, B, C, D and E duly filled in all respects shall be signed on each page by the bidder and upload on BEML SRM collaboration folder in the system. All entries in the tender document should be in one ink (only in Blue Ball pen). Any Corrections, over writing, etc., should be avoided and alteration, if any, neatly carried out and duly attested over with the full signature of the Bidder, however, is permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns are left blank, the tender can be rejected and unrelated Column should be marked as "NA".
- 40) BEML Ltd reserves the right to assess the capacity and capability of the parties for pre-qualification. M/s BEML Ltd. 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 offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged and the bid is an effort to become L1, then the offer is liable to be rejected. BEML Ltd decision in this regard shall be final and binding.
- 41) If the L1 bidder does not offer for full quantity of vehicle required as per NIT, the negotiated rate with L1 Party shall be counter offered to the other bidders (subsequent to L1) equal to less the number of vehicles offered by L1 bidder, than total no of vehicles required as per NIT. 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.
- 42) **SUBLETTING / SUBCONTRACT:** The Contractor shall not assign or make over the contract to any other person or underlet it or make a subcontract with any person / firms for the execution of any of work.
- 43) The tenderer shall agree, not to petition for revision of rates tendered by him under any circumstances at any stage of work either during execution or when the final claim is settled.
- 44) For any default/mistake in the bills/incomplete bills the same will be returned to the agency for necessary corrections.
- 45) Any damage or loss caused by the driver of the contractor to BEML property/ Machineries, equipments, moveable / non moveable assets etc., the cost towards such damages / loss as assessed by BEML will be recovered from the amount due to the Contractor.
- 46) Any written communication required to be sent to the contractor shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BEML Ltd for the subject contract purposes.

- 47) The bidders should note that the Income Tax and other statutory payments as applicable from time to time will be deducted from the bills of contractor.
- 48) The contractor shall ensure that all the rules of the Company concerning discipline, safety, security and conduct are observed by his staff while working. In case of any non compliance, the contractor shall be responsible for the consequence.
- 49) **Execution of Agreement:** Successful bidders shall enter into an agreement on non-judicial stamp paper of Rs. 500/- as a token of having accepted the rates, terms and conditions of the contract as per the pro-forma given by BEML Ltd. The effective date of the contract shall be reckoned from the date of signing the contract.
- 50) **Compliance of Labour Law :** During continuance of the contract, the contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the Central Government and any other labour law, including rules, regulations, bye laws that may be passed or notification that may be issued under any labour law in further by the Central Government. The contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications bye laws/acts/rules/regulations/including amendments, if any on the part of the contractor, the Employer shall have the right to deduct any money due to the contractor including his amount of security deposit. The Employer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the contractor in no case shall be treated as the employees of the Employer at any point of time.
- 51) The agency should pay the Minimum Wages, notified by the Central Government whichever is higher, to the drivers engaged by them and should abide by all the statutory payments like PF, ESIC/WC Insurance, GST, etc.
- 52) **VALIDITY :** The validity period of the tenders shall be 6(six) months from the date of opening of Part-I bid. The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or vary the tender on any terms thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to forfeit the Earnest Money and reject the tender.
- 53) Management of M/s. BEML Ltd., reserves the right to add, amend, alter, delete any of the above conditions or seek any additional documents / information and to terminate the agreement by giving one month notice. However, on account of unsatisfactory performance of the contractor, the contract can be terminated with or without notice with or without assigning any reasons.
- 54) All disputes are subject to jurisdiction of Waidhan/Singrauli court only.
- 55) Canvassing/influencing in any form by the bidders, including receipt of unsolicited covers or post tender corrections shall be rejected without any notice to the bidder.

**56) ARBITRATION :**

**For PSUs :** 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.

**For firms other than PSUs:** 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 there-under. The place of Arbitration shall be at Singrauli and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

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

**57) FORCE MAJEURE CLAUSE:**

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser 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 Purchaser or the Supplier. 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 Supplier or the acts on which the Purchaser 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 Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser 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. Purchaser may takeover partly processed material at a mutually agreed price.

**58) APPLICABLE LAWS AND JURISDICTION OF COURTS:**

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

**59) INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly ESI Act, Gratuity Act, Payment of Bonus Act, Contract Labour (R&A) Act 1970, Employee's Compensation Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time to time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

**60) BRIBES AND GIFTS:**

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

**61) JURISDICTION:**

Courts at Dhanbad 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.

**62) DRAWINGS AND DOCUMENTS:**

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs,

drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

### **63)NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

### **64)DURING ARBITRATION:**

"Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

### **65)PROGRESS REPORT:**

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

### **66)CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:**

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

### **67)NON-WAIVER OF DEFAULTS:**

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

### **68)ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.



**69) INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:****34.1. Commitment by Purchaser:**

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

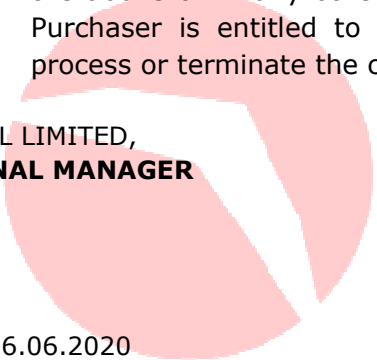
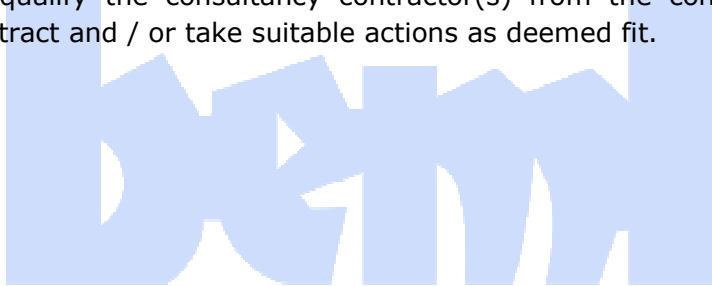

**34.2. Commitment by the Contractor:**

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

For BEML LIMITED,  
**REGIONAL MANAGER**

Date : 06.06.2020  
Place : Singrauli

  
  
Seal & Signature  
(Agency Proprietor/Partner/Director)  


## BIbid No : 6300032910

Annexure - E

## PRICE-BID

**Sub : Outsourcing of Vehicle Contract on hire basis for Two years for BEML Regional Office, Singrauli.**

**( This is only for reference. Price is to be entered in the "Item Data" in SRM system only)**

Sl. No.	Category	Vehicle	Qty Reqd	Description	Rate in Rs.
01	Category-1	SCORPIO JEEP WITH AC(WHITE COLOUR) 12 Hrs ( 8.00 AM to 8.00 PM	1	Consolidated monthly Rate inclusive of Fuel, Oil & Lubricants, etc, for initial <b>2000</b> KM. <i>[For 12 hrs per day x 28 days in a month]</i>	Please Quote in "Item Data" in SRM System only
02				Rates per KM for extra KMs beyond 2000 KMs	
03				Rates for extra per hour after <b>12</b> hours for Driver	
04				Rates for driver Batta for overnight outstation duty ( <i>Per night</i> )	
05	Category-2	TATA 407 ( Mini Truck) 12 HRS [8.00 AM TO 8.00 PM]	1	Consolidated monthly Rate inclusive of Fuel, Oil & Lubricants, etc, for initial <b>1000</b> KM. <i>[For 12 hrs per day x 28 days in a month]</i>	
06				Rates per KM for extra KMs beyond 1000 KMs	
07				Rates for extra per hour after <b>12</b> hours for Driver	
08				Rates for driver Batta for overnight outstation duty ( <i>Per night</i> )	
09	Category-3	M&M JEEP (BOLERO) WITH AC	2	Consolidated monthly Rate inclusive of Fuel, Oil & Lubricants, etc, for initial <b>2000</b> KM. <i>[For 12 hrs per day x 28 days in a month]</i>	
10				Rates per KM for extra KMs beyond 2000 KMs	
11				Rates for extra per hour after <b>12</b> hours for Driver	
12				Rates for driver Batta for overnight outstation duty ( <i>Per night</i> )	

Sl. No.	Category	Vehicle	Qty Reqd	Description	Basic Price
13	Category-4	Utility Vehicles with AC - M&M/ Equivalent model - 4 Door ( 12 hrs)	3	Consolidated monthly Rate inclusive of Fuel, Oil & Lubricants, etc, for initial <b>2000</b> KM. <i>[For 12 hrs per day x 28 days in a month]</i>	
14				Rates per KM for extra KMs beyond 2000 KMs	
15				Rates for extra per hour after <b>12</b> hours for Driver	
16				Rates for driver Batta for overnight outstation duty ( <i>Per night</i> )	
17	Category-5	Utility Vehicles with AC - M&M/ Equivalent model - 4 Door ( 12 hrs)	1	Consolidated monthly Rate inclusive of Fuel, Oil & Lubricants, etc, for initial <b>2000</b> KM. <i>[For 12 hrs per day x 28 days in a month]</i>	<b>Please Quote in "Item Data" in SRM System only</b>
18				Rates per KM for extra KMs beyond 2000 KMs	
19				Rates for extra per hour after <b>12</b> hours for Driver	
20				Rates for driver Batta for overnight outstation duty ( <i>Per night</i> )	
21	Category-6	Utility Vehicles with AC - M&M/ Equivalent model - 4 Door ( 24 hrs)	2	Consolidated monthly Rate inclusive of Fuel, Oil & Lubricants, etc, for initial <b>2000</b> KM. <i>[For 24 hrs per day x 28 days in a month]</i>	
22				Rates per KM for extra KMs beyond 2000 KMs	
23				Rates for driver Batta for overnight outstation duty ( <i>Per night</i> )	

Place: Singrauli

Date : 08.06.2020

Bidder's Name / Signature &amp; Seal

## General Guidelines for deciding Experience &amp; Financial Credential of the Firms [Pre-Qualification Criteria]

SI No	Description	Value of the Financial Credentials	
		Detail	Value Rs
1	<b>FINANCIAL TURNOVER</b> Average Minimum Annual financial Turn over in the last 3 years	Certified by practicing CA	30% of Annual Contract Value of the Proposed Contract work.
2	<b>WORK EXPERIENCE</b> Experience in executing similar type of works, completed during last 3 years, value greater than or equal to	3 Similar works each of Minimum value	40% of Annual contract value of the Proposed Contract work.
		2 Similar works each of Minimum value	50% of Annual contract Value of the Proposed Contract work.
		1 Similar work of Minimum value	80% of Annual contract Value of the Proposed Contract work.
4	Earnest Money Deposit ( <b>EMD</b> ) refundable	ONLINE DIGITAL TRANSFER OF AMOUNT in favour of BEML Limited.	2% of Annual contract Value of the Proposed Contract work.
5.	<b>Security Deposit</b>	ONLINE DIGITAL TRANSFER OF AMOUNT in favour of BEML Limited or BG	Normally 10% of Annual contract Value of the Proposed Contract work through online digital transfer or BG.

END OF TENDER DOCUMENT.

NEW FRONTIERS. NEW DREAMS