



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)
"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027
Phone : 080 22963245 / 22963315. FAX: 080 22963283.

TENDER DOCUMENT

Bid Invitation No. 6300036106 Dt.17.06.2021

**Request for Quotation for
Hiring of Taxies as and when required for a period of 02
years at BEML Ltd., SR Nagar, Bangalore**

Tender closing date & Time : 08.07.2021 @ 1400 Hrs

**BEML Limited,
Corporate Office,
BEML Soudha, 23/1, 4th Main, SR Nagar,
Bangalore – 560027**

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Introduction

General Information

BEML LTD is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of mining, earthmoving, railways and Defence truck and equipment.

BEML LTD has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore.

2. Bid Submission Process

You are required to submit bid in three parts viz. **Pre-Qualification bid, Technical bid and Commercial bid**. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website (http://www.bemlindia.com/tender_hq.php).

BEML LTD invites tender from Manufacturers per following details : -

Description	Hiring of Taxies as and when required for a period of 02 years at BEML Ltd., SR Nagar, Bangalore
Validity of Price	The quoted price should firm for a period of 90 days from the date of opening of tender.

Note : To participate in this e-tender you should have valid Class 3 digital signature.

Vendors willing to participate in the tender may contact through email : admin.srm@beml.co.in to obtain the user name and password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by email to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no.080 – 22963269 / 41.

The last date for submission of the bid is **on or before 08.07.2021 @ 14.00 Hrs.**



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This Tender consisting of three parts:

Part A – Pre-Qualification Bid i.e. Submission of EMD through Manual mode / Online.

Part B – Technical Bid i.e. Submission of Technical Bid through e-mode on BEML SRM system

Part C – Commercial Bid i.e. Submission of Price Bid through e-mode on BEML SRM system

PART A – PRE-QUALIFICATION BID i.e., submission of EMD

The EMD amount can be submitted in either way as detailed below:

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

Online Payment of EMD amount can be made as mentioned below:

- i) Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- ii) Read the terms & conditions, tick the acceptance box and click on Proceed.
- iii) In 'Select State' dropdown, select All India and click on the Go button.
- iv) In 'Select Payment Category', select EMD/ Tender Fee.
- v) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of **Rs 1,40,000/-**.

Please ensure that online payment of EMD amount is made well ahead of the EMD Submission Date & Time mentioned in the Tender.

Payment of EMD amount through DD / Banker's Cheque :

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs.1,40,000/-** (Rupees One Lakh Forty Thousand only) drawn in favour of **BEML Ltd, Bangalore** payable at **Bangalore**.
- b) The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate/ Online payment shall be submitted in **Sealed envelope** duly super scribing the **Tender Enquiry No. 6300036106 Dt.17/06/2021, Closing date 08.07.2021 Time 14:00 Hrs** at the top of the envelope. The words "**PRE-QUALIFICATION BID**" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

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Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

Sl. No.	Particulars	To be filled & submitted along with DD/Banker's Cheque
1	BANK NAME	
2	BRANCH NAME	
3	CITY	
4	IFSC CODE	
5	ACCOUNT NO	
6	BENEFICIARY NAME	

The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

General Manager (Corporate Materials)
BEML LIMITED., Room No.1
 BEML SOUDHA, 23/1, 4th Main,
 S.R. Nagar, Bangalore – 560 027
 KARNATAKA, India

Alternatively it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Note: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate/ Online payment is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate (MSME / NSIC) in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than **Rs.1,40,000/-** will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after completion of AMC.
- e) EMD does not carry any interest on return.

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- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / NSIC certificate,/ MSME Certificate/ Online payment (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened **on closing date i.e 08.07.2021 @ 15:00hrs**
- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

PART B – Submission of Technical Bid through SRM Platform

Please upload the following documents in the collaboration folder in the system as part of Technical Bid.

The following documents signed with company seal are to be scanned and uploaded in the collaboration folder:-

1. General Data in respect of your company as per **Annexure – A**
2. Undertaking as per **Annexure – B**
3. Undertaking as per **Annexure – C**
4. List / Type of vehicles as per **Annexure – D**
5. Special terms and conditions for GST as per **Annexure – E**
6. Eligibility Criteria as per **Annexure – F**

Note:

1. Technical bid will be opened first subject to receipt of original DD/Exemption Certificate for EMD.
2. The vendors must ensure that the documentary proofs to substantiate clauses above are given, without which the bid is liable to be rejected.
3. Relevant documents are to be submitted by the bidder and the bid will not be considered if any of the documents is not submitted.
4. Please ensure that no price details are mentioned in the technical bid. Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.

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3. Scope of Work

Scope of Work & Other Conditions

- 01) The vehicle Model should not more than three years old as on date of tender.
- 02) The contractor should ensure that the vehicle should be well maintained, clean and in good working conditions, ensuring trouble free and smooth running.
- 03) A copy of documents, viz., RC Book, Insurance Certificate, Emission Test Certificate and Tax paid receipt of the vehicle allotted to BEML Ltd should be furnished along with a copy of valid Driving License of the Driver.
- 04) Vehicle should have only Yellow Board with Black Letters.
- 05) Vehicle should be covered under Comprehensive Insurance.
- 06) In case of any accident or breakdown, the contractor should attend the formalities with the traffic police / RTO authorities including court proceedings and claims thereon under the motor vehicles act etc., If any as the case may be in such event alternative transport arrangement should be made by the contractor at his cost within one hour from the time of accident, beyond which the cost of any alternative arrangements made by BEML Ltd shall be at the cost of the travel agency.
- 07) A well-equipped first aid box should always be made available in the vehicle to meet any emergencies.
- 08) The Driver should wear white uniform and should be provided with mobile phone at the cost of the contractor.
- 09) In case of delay in reporting at the place of duly assigned, penalty clause will be imposed to the extent of 10% of the rental charges, calculated on hourly basis which will be deducted from the monthly bill.
- 10) The vehicle should have been registered with the appropriate RTO authorizing movement of the vehicle in any part of India and registered as Tourist Taxi. The driver should adhere to all the instructions/directions of RTO/Police Department as per Motor Vehicle Act/Rules pertaining to usage of Taxis.
- 11) 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 the 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.
- 12) 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.
- 13) 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.

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- 14) The vehicles deployed for the contract should not be owned by BEML employees and or their dependants or relatives, 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 EMD/Security Deposit will be forfeited.
- 15) The vehicle should have been registered u/s 2(35) of the Motor Vehicles act for commercial use with RTO under taxi permit. Successful bidder shall submit documentary proof of the same before deployment.
- 16) The vehicle employed shall be well maintained in good running conditions and road worthy to ensure smooth and trouble free service during the entire contract period.
- 17) The deployment of vehicle shall be punctual always. Late reporting and absence will attract penalty at the discretion of BEML Ltd.
- 18) 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.
- 19) 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.
 - b) Driver shall have valid driving license for the type of vehicle and keep it updated as when required.
 - c) Driver should have knowledge of Kannada, Hindi & English Languages.
 - d) Driver shall wear white uniform – both the trousers and shirts while on duty.
 - e) 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.
 - f) The driver should get inside the vehicle only after passengers are seated and made comfortable.
 - g) 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.
 - h) The driver shall park the vehicle only in the designated parking area always.
 - i) The Driver shall not smoke or use other tobacco products while on duty.
 - j) The driver shall not spit, belch and make unsavory gestures while performing duty.
 - k) The driver shall not consume alcohol while on duty. The driver shall not be under the influence of alcohol while driving.
 - l) The driver shall not use mobile phone while driving; calls if any shall be attended only by stopping the vehicle at suitable location.

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- 20) Trip sheet booklet 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.
- 21) The contractor shall not sub-let the vehicles deployed to BEML Ltd, instances found if any will be viewed seriously and contract is liable for termination and black listing of the contractor. No correspondence shall be entertained in this regard and the decision taken by BEML Ltd is final and shall be binding on the contractor.
- 22) 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.
- 23) **RISK PURCHASE** : 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 arrangement and for the loss / damage incurred by BEML Ltd as a result of such non compliance will be deducted from the monthly running bill or security deposit/EMD of the contractor. BEML Ltd reserves the right to determine the cost of deduction at its sole discretion.
- 24) 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 running bills or the security deposit/EMD of the contractor.
- 25) 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.
- 26) Only authorized staff attached to the contractor and driver nominated shall be allowed entry inside 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.
- 27) The contractor and the authorized representatives including drivers will be held responsible for any breach of the terms and conditions of the contract.
- 28) The vehicle Road Tax, insurance & Permits shall be borne by the Contractor.
- 29) 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.

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- 30) The contract 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 vehicles or persons traveling in the vehicle any time.
- 31) The contractors shall make their own arrangement for parking the vehicles overnight and during off days and holidays.
- 32) 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 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.
- 33) 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.
- 34) Price bid to be submitted through E-mode as per the format by clicking on Item Data tab.
- 35) **FUEL PRICE VARIATION FORMULA:**
 - Following formula will be applied for admitting revision in contract rates in the event of any increase / decrease in HSD price beyond 10% over HSD rates prevailing on the Average financial quarter of Tendering i.e. (1st Qtr –Jan to March, 2nd Qtr-April to June,3rd Qtr-July to Sep & 4th Qtr-Oct-Dec)
 - The rate from (website ref: <https://www.goodreturns.in/dieselpri-ce-in-bangalore.html>) will be taken as the basis for applicability of increase/decrease in rates. If the price increase of the HSD is less than 10%, no increase in freight charges will be considered.
 - The rate from (website ref : <https://www.goodreturns.in/dieselpri-ce-in-bangalore.html>) will be taken as the basis.
 - Any variation beyond 10% will be admitted, to the extent beyond 10% revision in freight Charges = Distance in KMs X Increase in HSD price per litre / KMs per litre (Diesel Consumption).
 - Mileage is fixed for concerned vehicles as at Annexure-D
 - HSD rates prevailing on the Average financial quarter of Tendering i.e. (1st Qtr –Jan to March, 2nd Qtr-April to June,3rd Qtr-July to Sep & 4th Qtr-Oct-Dec), will be taken as a base for finalizing the contract.

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- Any addition / subtraction in the Diesel price variation beyond 10% will be reviewed once in 3 months from the contract date and rate amendments will be made accordingly which are valid for the next 3 months.
 - The weighted average price of Diesel for the previous period of 3 months will be applicable for the next 3 months to determine rates of various contracts. (For example: if the average increase of previous 3 months is 12%, the applicable increase will be 2% (i.e. 12% minus 10%) for the next 3 months.)
 - The base diesel price considered during tendering is between April to June 2021.
 - Note: In case of admitting price escalation clause, the following points may pleased be noted. It will be applied only on diesel consumed for the trip. Diesel price per litre from (website reference ref. <https://www.goodreturns.in/diesel-price-in-bangalore.html>) will be taken reference for diesel price increase / decrease in price escalation clause.
- 36) All the offers received will be scrutinized and only technically qualified offers will be considered for Price Bid opening.
- 37) The contract will be in force for Two years from the date of award of contract.
- 38) BEML reserves the right to extend the contract for a further period of 6 months depending upon the performance and by mutual consent.
- 39) BEML Ltd reserves the right to short close the contract at its discretion at any point of time by giving a notice of 30 days.
- 40) BEML Ltd reserves the right to increase / decrease the number of vehicles by giving a notice period of 30 days.
- 41) Payment will be made monthly in arrears, i.e. after completion of every month, within 30 days from the date of submission of Bills, duly coordinated by the Chief of Management Service Department, BEML Soudha, Bangalore – 27 for arranging payment.
- 42) Parking charges, toll charges, and permit charges incurred at Airports, Railway Stations, Check posts or any other places will be reimbursed at actual, on submission of original receipts / bills without any corrections or overwriting.
- 43) Disputes if any arising between the company and the supplier in connection with this contract or any other matters related to this contract will be mutually discussed and settled, failing which, the disputes shall be referred to a sole arbitrator to be appointed by BEML Ltd. The arbitration / proceedings shall be in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 and Rules framed there under. The place of arbitration shall be at Bangalore 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.



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- 44) In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Bangalore shall only have jurisdiction.

4. General Terms & Conditions

Purchaser/Company refers to "BEML" and Contractor/Supplier refers to "Successful Bidder" in this tender.

(i) 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 thereunder.

The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

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

(ii) 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

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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, pandemics, 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.

(iii) 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.

(iv) 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 Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus 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".

(v) 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

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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, as is provided in case of cancellation under Clause -12 hereof. 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.

(vi) **JURISDICTION**

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.

(vii) **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.

(viii) **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.

(ix) **DURING ARBITRATION**

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

(x) **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.

(xi) **CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:**

BEML LIMITED

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Phone : 080 22963245 / 22963315. FAX: 080 22963283.

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.

(xii) 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.

(xiii) 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.

(xiv) SEXUAL HARASSMENT:

The Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal Act, 2013). In case of any complaint of sexual harassment against its employee within the premises of the Company, the complaint will be filed before the Internal Complaints Committee constituted by the Agency and the Agency shall ensure appropriate action under the said Act in respect to the complaint.

(xv) INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

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

Commitment by the successful bidder:

The successful bidder (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 successful bidder (s) will not commit any offence under the relevant Acts. The successful bidder (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 bidder (s) will not enter with other Firm (s) / bidder (s) into any undisclosed agreement or understanding or any actions to restrict competition. If the bidder(s), before award or during execution of the Service 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 successful bidder (s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

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Bid No. 6300036106

Date: 17.06.2021

Annexure –‘A’

General Data in respect of your Company (i.e company profile).

Sl. No.	Description	To be Filled and/ or documents to be uploaded
1	Name of Bidder	
2	Company Address Telephone no: Contact Person Mobile No. e-mail ID.	
3	Bank account numbers with Banker's Name, Address & Contact Number:	Bank account number :- Bank Name :- Address :- IFSC code:
4	PAN Number	
5	GST Number	
6	Description of Business & Business background	

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Annexure - B

UNDERTAKING

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Date: 17.06.2021

Annexure - C

UNDERTAKING

To

General Manager
Corporate Materials
M/s. BEML LTD
Bangalore-27.

Dear Sir,

Having examined the Bid # 6300036106 Dtd.17.06.2021 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions at the time of bidding.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure – D

List of vehicles required for hiring on daily basis as and when required only

Indicate the fuel consumption in terms of KMS/Ltr for the following Cars/Taxies for calculating the price variation beyond +/- 5%.

Sl. No.	Type of Vehicle /Model of Vehicles	Type of Fuel	Fuel Consumption in terms of KMS/Ltr
01)	Swift / Dzire / Toyota Etios	Diesel	13
02)	Toyota Camry/Honda Accord/Honda Civic	Diesel	12
03)	Toyota Corolla / Skoda / Honda City	Diesel	12
04)	Mahindra Xylo (AC)	Diesel	9
05)	Innova Crysta (AC)	Diesel	10
06)	Mercedez 'E' Class / BMW '5' Series	Diesel	4
07)	Mercedez 'S' Class / BMW '7' Series	Diesel	4
08)	Tempo Traveller (Non AC)	Diesel	9
09)	Tempo Traveller (AC)	Diesel	8
10)	35 Seater (AC) Bus	Diesel	5
11)	35 Seater (Delux AC) Bus	Diesel	4

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Annexure – E

Special Conditions arising out of implementation of GST
(Which is to be signed and submitted along with the offer)
Tax Indemnity clause

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.

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5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.



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17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Bid No. 6300036106

Date: 17.06.2021

Annexure – F

ELIGIBILITY CRITERIA

Intending Bidder who meets the following eligibility criteria may apply for the tender

Sl. No.	Criteria Details	Documents required to be uploaded in collaboration folder on SRM in PDF format for evaluating the criteria *)
01.	General Data in respect of your Company (i.e company profile).	Document as per the Annexure-A duly signed with seal to be uploaded.
02.	Declaration stating that your firm is not banned/blacklisted/debarred from Trade by any Central / State Government Department / Autonomous Institutions or PSUs in India.	Undertaking document as per the Annexure-B duly signed with seal to be uploaded.
03.	An undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all the tender terms and conditions.	Undertaking document as per the Annexure-C duly signed with seal to be uploaded.
04.	Fuel consumption of vehicles of different models	Please upload the scanned copy of Annexure-D duly signed with seal proving the fuel consumption details.
05.	Special conditions arising out of implementation of GST.	Please affix signature along with seal on each page and upload the documents as per Annexure-E
06.	<p>The average annual Turnover for the last 3 financial years, i.e., 2017-18, 2018-19 & 2019-20 shall not be less than Rs.21 Lakhs.</p> <p>NOTE: Copies of the Audited Balance sheet along with the Profit and loss statement for the last Three (03) years (2017-18, 2018-19 & 2019-20) duly certified by auditor shall be scanned and uploaded along with the technical bid.</p> <p>In case, audited financial results of 2019-20 has not been declared by the agency before the closing of the tender, annual turnover for the year 2016-17 shall be considered (in lieu of 2019-20) for bid evaluation..</p>	<p>Please upload the scanned copy of audited Balance sheet along with the Profit and Loss statement for the last three (03) years (IE., 2017-18, 2018-19 & 2019-20) in lieu of audited financial results of financial years, audited financial results of calendar years may also be considered as deemed appropriate.</p>

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07.	Experience of having successfully completed similar vehicles / taxi services contracts during last 2 years i.e., Credential for operating hiring of cars/taxies.	Please upload copies of contract / work order.
08.	Contractors fleet strength	Please upload the fleet details viz., type of vehicle, model, registration number etc.,
09.	Description of business and background	Please upload the details
10.	Model of Cars / taxies held by the agency.	Please upload the details
11.	The bidder should compulsorily have office in Bangalore	Please upload the copy of Bangalore Office address with rental agreement.
12.	Performance Certificate	Please upload the performance certificate , supply completion certificate from the customer against above referred contract / PO for satisfactory supplies.

*Relevant documents are to be meticulously uploaded by the bidder.

Important Note :

The bidders must ensure that all the documentary proofs to substantiate the tender terms are meticulously uploaded without which the bid will not be considered.

Tenders of those tenderers who fulfill all the Technical criteria mentioned above will only be considered for further evaluation. Incomplete/invalid tenders are liable for rejection.