

Information Description:YMN/HIRING OF CARS-OUTSTATION/22/MK Bid invitation number:6300037823

Bid invitation rules	
Bid invitation currency:	INR
Timezone:	INDIA
Submission period:	16.08.2022 14:00:00
Opening date:	16.08.2022 14:30:00
Created On:	30.07.2022 08:37:44

**Bid invitation text:** TERMS & CONDITIONS AGAINST OUR BID INVITATIONS FLOATED THROUGH SRM

### 1. PAYMENT TERMS:

Term of payment: 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 head of Transport Dept.

2. PRICES: Prices are firm till the execution of the Order.

3. BEML reserves the right to increase or decrease the order quantity while placement of the P.O.

4. VALIDITY: 60 Days from the date of opening of the Bid. If the quotation validity is less than 90 days the bid liable for rejection and will not be considered.

5. TAXES: Firm has to mention 8-digit HSN Code/6-digit SAC Code and applicable GST rates for the material/Service.

6. The tenders should confirm to BEML conditions in every detail and any tender not conforming to BEML terms and conditions will besummarily rejected. Please click on the 'Material PO text from R/3' under 'Notes and Attachments' for the respective items to get the technical specification details.

7. Any amendment/corrigendum to this tender will be published only in BEML website and not in CPP portal. Vendors to note this

8. Drawing/Attachment if any are attached in the Notes and Attachments section.

9. Vendors to attach any details/attachments related to the tender in the Notes and Attachment section.

10. Payment will be made through E-Payment. Hence, please furnish your Bank details along with the quotation for making payments iforder is placed on you.

11. Other Charges (If any), should be clearly specified.

12. Blocked or Black listed suppliers need not offer their quotations for particular category or Part.

13. L-1 evaluation will be based on landed cost of Technically accepted Bid.

14. If the value of your quotation exceeds Rs.1.00 Crore, a duly signed "INTEGRITY PACT" has to be submitted

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along with your quotation as pre-qualification against our bid Invitation. The soft copy of the integrity pact is available in our website www.bemlindia.in in the downloadable format and can be attached to your quotations. 15. Firms who have not met BEML PO Schedules/Terms & Conditions repetitively will not be considered for placing New orders.

Any item specific remarks / comments can be mentioned in "Bidders Remarks" column under Item Data.

NOTE: ALL OTHER TERMS AND CONDITIONS WILL REMAIN AS PER THE GENERAL TERMS AND CONDITIONS DOCUMENT ATTACHED IN THE NOTES AND ATTACHMENTS SECTION. For Queries related to Submission of Bids in SRM Portal: Please contact our SRM Team Mr. Krishna Mohan or Ms. Anitha for guidance on submission of bids in SRM system. Phone number: (080) 22963269 / 22963141 E-mail ID: admin.srm@beml.co.in

For Tender related queries: Please contact Materials Department, Mysore Complex Phone No: (0821) 2400503 Contact Person: Ms. Reena Santosh E-mail ID: ymn.reena@beml.co.in

For Technical Clarification: Please contact Plant Maintenance Department Phone No: (0821) 2400242 Contact Person: Mr. Arun/Mr Dennis E-mail ID: tst@beml.co.in

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 troublefree and smooth running.

03) Vehicle should have only Yellow Board with Black Letters.

04) Vehicle should be covered under Comprehensive Insurance.

05) 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.

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06) A well-equipped first aid box should always be made available in the vehicle to meet any emergencies.

07) The firm should arrange Vehicle for inter/intra State at short notice of 1 Hour or less during our exigency of our work requirements (round the clock).

08) 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.

09) 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 VehicleAct/Rules pertaining to usage of Taxis.

- 10) The Driver should be polite with pleasing manners co-operative/disciplined, should not be drunk/smoke while on duty.
- 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) 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.
- 13) 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.

14) 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.

15) 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.

16) The deployment of vehicle shall be punctual always. Late reporting and absence will attract penalty at the discretion of BEML Ltd.

17) The Travel agent should pay all the statutory taxes due, etc, from time to time. No claim whatsoever on this account will be entertained by BEML LIMITED and the Travel agent undertakes to indemnify BEML LIMITED against any action by any person for any reason whatsoever.

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18) Any Interstate Tax, Permit Fee paid by the firm at the border check-post will be reimbursed by BEML LIMITED on produce of validreceipt only at actuals, along with Tax Invoice.

19) Firm will be sole responsible for safety of their driver, passengers, vehicle and Statutory obligations applicable and will completely indemnify BEML Limited in case of any claim arise in due course.

20) The Service Provider should pay an amount of Rs.25000.00 (Twenty Five Thousand only towards security deposit for the service provided and the same will be reimbursed to the firm / contractor after successful completion of the contract period. DD should be submitted after releasing the purchase Order. Interest on Security Deposit will not be paid.

21) Income Tax will be recovered at source as per IT Act.

22) 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 orsuitable 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.
- I) The driver shall not use mobile phone while driving; calls if any shall be attended only by

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stopping the vehicle at suitable location.

23) 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.

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) The contractor and the authorized representatives including drivers will be held responsible for any breach of the terms and conditions of the contract.

- 27) The vehicle Road Tax, insurance & Permits shall be borne by the Contractor.
- 28) 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.

29) 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.

30) 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

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under this contract.

#### 31) 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/dieselprice-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/dieselprice-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.

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.

- 32) All the offers received will be scrutinized and only technically qualified offers will be considered for Price Bid opening.
- 33) The contract will be in force for One year from the date of award of contract.

34) BEML reserves the right to extend the contract for a further period of 6 months depending upon the performance and by mutual consent.

35) BEML Ltd reserves the right to short close the contract at its discretion at any point of time by giving a notice of

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30 days.

36) BEML Ltd reserves the right to increase / decrease the number of vehicles by giving a notice period of 30 days.

37) Payment will be made monthly in arrears, i.e. after completion of every month, within 30days from the date of submission of Bills, duly coordinated by the head of Transport Dept.

38) 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.

39) Any Interstate Tax, Permit Fee paid by the firm at the border check-post will be reimbursed by BEML LIMITED on produce of validreceipt (actuals), along with Tax Invoice.

- 40) Firm will be sole responsible for safety of their driver, passengers, vehicle and Statutory obligations applicable and will completely indemnify BEML Limited in case of any claim arise in due course.
- 41) Toll Fee and Parking Fee will be reimbursed by BEML LIMITED at actual against produce of valid Receipts/Bills.
- 42) 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.
- 43) In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Bangalore shall only have jurisdiction.

44) L1 will be arrived by considering the total value of the tender.

**BILL OF QUANTITIES** 

SL.   ITEM No.   DESCRIPTION	RATE IN Rs. PER CAR FOR OUTSTATION DUTY   RATE/KM   DRIVER BATA/DAY   DRIVER BATA/DAY   (MIN 250KM/DAY)  UPTO 10:00PM   BEYOND 10:00PM
<ol> <li>Providing Sedan A/C C  Hire Basis `As &amp; When  for Official outstation i.e  Tamil Nadu &amp; Kerala fo   of Officials of BEML LII</li> </ol>	Required`   e. Karnataka,   r Official visit

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2. |Providing Innova on Hire Basis `As & | |When Required' for official outstation i.e. | | Karnataka, Tamil Nadu & Kerala for officials| |of BEML Limited, Mysore |

#### NOTE:

Firm shall quote for the following service separately for SI No.01 & SI No.02

	SEDAN A/C  INNOVA
HIRING CHARGES-OUTSTATION KARNA	ATAKA   16500 KM   3000 KM
HIRING CHARGES OUTSTATION -TN & I	KERALA   9600 KM  2400 KM
DRIVER BATA UPTO 10:00PM	80NO  14 NO
DRIVER BATA BEYOND 10:00PM	80NO   14 NO
TOLL FEE & PARKING FEE	40NO   12 NO

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Attachments:

GENERAL TERMS & CONDITIONS Digital Signature

Bid invitation details							
ltem	Product Price Conditio	Description m	Vendor product number	t Delivery date/ performance period	Quantity		
1		HIRING CAR(SEDAN AS & WHEN REQUIRI	,	31.08.2022 00:00:00			
2		HIRING CHARGES - OUTSTATION KARNATAKA			16,500 KM		
	SGST - State G	ST	%				
	IGST -Integrated	IGST	%				
	Discount on Bas	ic	%				
	CGST - Central	GST	%				
	Basic Price		INR				
3		HIRING CHARGES OUTSTATION- TN&KERALA			9,600 KM		
	SGST - State G	ST	%				
	IGST -Integrated	GST	%				

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ltem	Product Price Condition	Description		Vendor product number	Delivery date/ performance perio	bd	Quantity
	Discount on Basic	;	%				
	CGST - Central G	ST	%				
	Basic Price		INR	1			
4		DRIVER BATA UPTO 10:00PM					80 NO
	SGST - State GS	Г	%				
	IGST -Integrated	GST	%				
	Discount on Basic	:	%				
	CGST - Central G	ST	%				
	Basic Price		INR	2			
5		DRIVER BATA BEYON 10:00PM	٧D				80 NO
	SGST - State GS	Г	%				
	IGST -Integrated	GST	%				
	Discount on Basic	;	%				
	CGST - Central G	ST	%				
	Basic Price		INR				
6	TOLL FEE & PARKING FEE		3				40 NO
	Basic Price		INR				
	CGST - Central G	ST	%				
	Discount on Basic	;	%				
	IGST -Integrated	GST	%				
	SGST - State GS	Г	%				
7	HIRING INNOVA -AS & WHEN REQUIRED		&		31.08.2022 00:00:0	0	
8		HIRINGCHARGES- KARNATAKA					3,000 KM
	SGST - State GS	г	%				
	IGST -Integrated	GST	%				
	Discount on Basic	:	%				
	CGST - Central G	ST	%				
	Basic Price		INR	1			
9	HIRING CHARGES-TN &						2,400 KM

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ltem	Product Price Conditior	Description	Vendor product number	Delivery date/ performance period	Quantity
	KERALA				
	SGST - State GS	Т	%		
	IGST -Integrated	GST	%		
	Discount on Basic	>	%		
	CGST - Central G	ST	%		
	Basic Price		INR		
10		DRIVER BATA UPTO 10:00PM			14 NO
	SGST - State GS	Т	%		
	IGST -Integrated	GST	%		
	Discount on Basic	>	%		
	CGST - Central G	ST	%		
	Basic Price		INR		
11		DRIVER BATA BEYON 10:00PM	ND		14 NO
	SGST - State GS	Т	%		
	IGST -Integrated	GST	%		
	Discount on Basic	>	%		
	CGST - Central G	ST	%		
	Basic Price		INR		
12		TOLL FEE & PARKING FEE	3		12 NO
	SGST - State GS	Т	%		
	IGST -Integrated	GST	%		
	Discount on Basic		%		
	CGST - Central G	ST	%		
	Basic Price		INR		