

TENDER NO: 6300038368

**BEML LIMITED**

(A Govt. of India Schedule A Company under Ministry of Defence)
 H.NO. 3-6-114, HIMAYATNAGAR, ST. NO. 18, HYDERABAD – 500 029
 Ph : 040-29881736, Fax 040-23221794
 Email: mkh_hr@beml.co.in Website: www.bemlindia.com

Tender No: 6300038368

Date: 24.03.2023

Sub: Hiring of Vehicle Car-Outsourcing contract for **Supply of M&M Bolero AC or Equivalent** for use at BEML Limited offices at Hyderabad, Ramagundam, Telangana State & Vizag, Andhra Pradesh.

1. Introduction:

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 LIMITED, Regional Office, H. No. 3-6-114, St No.18, Himayatnagar, Hyderabad-500 029 intends to tender the following vehicle on Contract basis.

Description of Vehicle	Qty	Deployment of Vehicles at BEML Offices
M&M Bolero AC or Equivalent Diesel Version.	02 Nos	District Office, BEML Limited, Near SCCL TTC, Jawahar Nagar, Ramagundam – 505 209, Peddapalli Dist., Telangana State.
M&M Bolero AC or Equivalent Diesel Version.	03 Nos	Regional Office, BEML Limited, H.No. 3-6-114, St.No. 18, Himayatnagar, Hyderabad 500 029
M & M Bolero Vehicle - AC (or) Equivalent - Diesel Version	01 no.	District Office, BEML Limited, 8-45-11, 4 th Lane, Chinna Waltair Colony, Visakhapatnam 530 003

Signature & Seal of the bidder**(Agency / Proprietor/Partner/Director)**

TENDER NO: 6300038368

2.. Scope:

Sl No	Description of Vehicle	No.of vehicles	KMs per Vehicle/ Month	Location	Duration
1	M&M Bolero AC or Equivalent Diesel Version.	02 no.	2000 KM	District Office, BEML Limited, Near SCCL TTC, Jawahar Nagar, Ramagundam – 505 209, Peddapalli Dist., Telangana State.	26/27 days in a month
2	M&M Bolero AC or Equivalent Diesel Version.	03 Nos	1500 KM	Regional Office, BEML Limited, Himayat Nagar, Hyderabad, Telangana State.	26/27 days in a month
3	M & M Bolero Vehicle - AC (or) Equivalent - Diesel Version	01 no.	1000 KM	District Office, BEML Limited,8-45-11, 4 th Lane, Chinna Waltair Colony, Visakhapatnam 530 003	26/27 days in a month

3. Contract period:

Vehicle to be deployed for a period of 2 years initially and extendable for further period of One year based on the requirement. Rates remain same throughout the contract period. The pre-qualifications are set out in the enclosure hereto. If your Institution/ Establishment fulfils the requirement, please submit the offer with supporting documents for the requirement of vehicle(s).

Management reserves the right to accept or reject any or all Tenders without assigning any reason whatsoever.

Please go through the tender document carefully and submit your offer accordingly completed in all respects, with supporting documents. **ANY DEVIATION FROM THE NIT MAY ATTRACTS DISQUALIFICATION.**

LAST DATE FOR SUBMISSION OF THE BID IS 04/04/2023 BEFORE 4.00 PM

4. SUBMISSION OF BIDS:

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

PART I-Pre-Qualification Bid and Technical Bid through e-mode on BEML SRM Portal

PART II -Price Bid through e-mode on BEML SRM Portal

PART-I

A) PRE-QUALIFICATION BID

a. **Earnest Money Deposit:** (EMD) The Pre-Qualification Bid must be accompanied by an Earnest Money Deposit of Rs. 15,000/- Per Vehicle, which must be submitted through NEFT/RTGS/Other electronic means by the bidders before the date & time of closing of tender. The details are as under:

Beneficiary Name	:	BEML Limited
Beneficiary Bank	:	State Bank of India
Address of the Bank	:	Old MLA Quarters Branch, Himayatnagar, Hyderabad
Account No	:	10287201150
IFS Code	:	SBIN0001880

After making NEFT / EFT /IMPS or any other mode of online payment towards EMD, please mention Firm's Name and Bid No for identification of receipt of EMD in the Bank Statement.

In case the bidder is claiming Exemption of EMD in the form of NSIC / MSME Certificate, the same to be uploaded ONLINE by the bidder. Non-submission of proof of documents shall lead to disqualification of bidders

b. The Earnest Money Deposit will be returned to all non successful bidders within a period of 30 days from the date of award of contract. No interest shall be payable on Earnest Money Deposit in any case.

c. For successful bidder whose bid has been accepted and contract is awarded, the EMD shall be returned within 30 days from the date of acceptance of Security Deposit/e-Performance Bank Guarantee.

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

Part (B) - Technical Bid:

The Part B (Technical Bid) will be opened for the successful bidders who have fulfilled Pre-qualification Bid at Part A.

i) The following documents are to be uploaded in the SRM Portal to be considered for Technical qualifying criteria for **Hyderabad and Ramagundam required Vehicles**.

Sl No.	List of Documents to be uploaded as a Technical qualification
1	Agency (Bidder) must have Regd. Office in Telangana State - Certificate of Registration to be uploaded.
2	Agency (Bidder) must have GST registration in Telangana State - GST Certificate to be uploaded.
3	At least one vehicle to be owned and copy of RC (Date of registration not more than 5 years from the date of tender), Insurance & Pollution Certificate issued by Competent Authority for the vehicle to be uploaded.
3	I.T returns for the Assessment Year 2019-20, 2020-21 & 2021-22 to be submitted.
4	02 Nos of previous Work Order copies of similar works executed in Govt. / Institutional / Private Organizations in last 5 years to be uploaded. Out of which, the Agency (Bidder) should have executed the works at least for One year.
5	ANNEXURE-II to be uploaded with seal and signature of the Agency (Bidder) for confirming of all terms and conditions of the tender acceptance.

ii) The following documents are to be uploaded in the SRM Portal to be considered for Technical qualifying criteria for **Visakhapatnam required Vehicles**.

Sl No.	List of Documents to be uploaded as a Technical qualification
1	Agency (Bidder) must have Regd. Office in Telangana / Andhra Pradesh States - Certificate of Registration to be uploaded.
2	Agency (Bidder) must have GST registration in Telangana / Andhra Pradesh States - GST Certificate to be uploaded.
3	At least one vehicle to be owned and copy of RC (Date of registration not more than 5 years from the date of tender), Insurance & Pollution Certificate issued by Competent Authority for the vehicle to be uploaded.

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

3	I.T returns for the Assessment Year 2019-20, 2020-21 & 2021-22 to be submitted.
4	02 Nos of previous Work Order copies of similar works executed in Govt. / Institutional / Private Organizations in last 5 years to be uploaded. Out of which, the Agency (Bidder) should have executed the works at least for One year.
5	ANNEXURE-II to be uploaded with seal and signature of the Agency (Bidder) for confirming of all terms and conditions of the tender acceptance.

PART II - PRICE BID

Please quote the price details in “**Item Data**” SRM Portal only against the respective items provided therein.

Entering the price anywhere other than the conditions tab, leads to dis-qualification of the bid.

For any clarification relating to the tender terms, please contact to the following our office Address.

OFFICE ADDRESS: THE REGIONAL MANAGER,
 BEML LIMITED, H. No. 3-6-114, Street No.18,
 HIMAYATH NAGAR, HYDERABAD-500 029,
 TELANGANA STATE,
 Ph No. 040-29881736,
 Email: rm.hyderabad@beml.co.in & mkh_hr@beml.co.in

For BEML LIMITED,

REGIONAL MANAGER,
 HYDERABAD.

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

5. GENERAL TERMS AND CONDITIONS (HIRING OF VEHICLE)

M/s BEML LIMITED (A Govt. undertaking-Under Ministry of Defence) Head Quarters at Bangalore, proposes to hire 02 (TWO) no. M&M Bolero AC or Equivalent for use at Offices of BEML Limited at Hyderabad, Ramagundam & Visakhapatnam, Telangana & Andhra Pradesh States on monthly rental basis with outstation trips in and around Telangana State and other places as and when required respectively.

1. List of contracts for having worked at least for 1 years in the past 5 years, indicating the name, value date of completion of contract, accompanied with the copies of the work orders issued by the respective clients to be furnished.
2. Details of civil suit / litigation arbitration arising, if any, in the contracts executed during the last 3 years including orders regarding exclusion / expulsions or black listing if any to be submitted. Concealing of the facts will lead to termination of contract in between.
3. The Firm / Proprietor / Partner / Individual should own at least one vehicle and should be registered in the name of the Firm / Proprietor / Partner / Individual. Copies of RC Book shall support this.
4. The Firm / Proprietor / Partner / Individual should maintain a record of the running of the vehicles on daily basis, which should be countersigned by the concerned officials on the respective logbook.
5. Any other relevant information / details, the Firm / Proprietor / Partner / Individual Firm / Proprietor / Partner / Individual may like to submit in support of their competence, need to be furnished separately.
6. The vehicle to be provided to Office of BEML Limited Mentioned in table (1) should be:
 - (a) Commercially Registered.
 - (b) The vehicle should be in the name of the Firm / Proprietor / Partner / Individual and Copies of RC Book should support this. In case the Firm / Proprietor / Partner / Individual does not have the requisite number of vehicle(s), the Firm / Proprietor /

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

Partner / Individual should have the "Power of Attorney / Letter of Authorization for the vehicle(s) duly Attested & Notarized".

(c) The vehicle(s) deployed **should not be more than 2 (Two) years old** from the date of manufacturing. Vehicle manufacture date to be considered.

7. The deployment of vehicle will be for 12 hrs. (Twelve Hours). The general timing for deployment of the vehicles will be from 8.00 AM to 8 PM but timings can be changed as per the requirement. The driver deputed should possess good experience & professional excellence.
8. The Firm / Proprietor / Partner / Individual will do periodical maintenance of the vehicle(s) to avoid breakdown. In case the vehicle breaks down on the way, the Firm / Proprietor / Partner / Individual will have to pay Taxi fare to the officials up to the place of destination. Further the Firm / Proprietor / Partner / Individual should arrange similar substitute vehicle till original vehicle(s) is restored.
9. The Firm / Proprietor / Partner / Individual shall change the driver, if not found suitable or desirable by the Officials and make immediate arrangements to provide a substitute driver. If the driver proceeds on leave for whatsoever reason, the Firm / Proprietor / Partner / Individual shall provide substitute driver without delay.
10. The driver should be compulsorily to be provided with Khaki or white Uniform/Cap with block Shoe and Name Plate. The contractor has to provide the following to the driver(s)
 - a) Coverage of PF / ESI / Insurance compulsory;
 - (b) Payment of Minimum Wages / Bonus as applicable from time to time;
11. The driver will comply with the orders given by the officials of BEML LIMITED regarding safety and security even when the vehicle is parked in the office premises.
12. The vehicle must be kept neat/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.
13. Firm / Proprietor / Partner / Individual shall bear the expenses with regard to washing of seat cover and general upkeep of the vehicle.
14. No rest-room / change room or lunch room / dinner will be provided to the drivers by M/s BEML LIMITED.,

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

15. In the event of non-deployment of a vehicle a stand by vehicle to be provided by the contractor or else another vehicle will be hired from the market; the charges of which will be recovered from the contractor's bill and also penalty at Sl. No. 16 will be charged for the inconvenience caused to the officials.
16. For non-supply of stipulated vehicle during the month (excluding 4 days off in a month if applicable) penalty per day at a rate of 1.5 times to the normal rate i.e. Monthly rate of the vehicle/26 days or 27 days X 1.50 penalty is subject to force-majeure conditions like accident, public unrest, natural calamities etc., at the discretion and verification of BEML LIMITED.
17. For 1-hour late reporting and 1 hour early leaving of the driver with vehicle Rs. 100/- penalty will be levied on the Agency for each instance for the first three instances in a month and Rs. 200/- per instance thereafter for that month.
18. For indulgency of disobedience / misbehavior / malpractice / fraud or any such kind of act(s) of the driver while on the duty a penalty of Rs. 750/-per incidence will be levied.
19. In the event of replacement of the vehicle provided, prior intimation should be given to the concerned Officer(s). However, replacement should be done in consultation with the Officer(s) concerned only.
20. The requirement of vehicle(s) may increase or decrease during the validity of the contract period and the contractor shall accordingly provide the vehicle(s). For any increase in vehicle, the rates for the type of Vehicle(s) agreed upon shall be applicable for the additional Vehicle(s) also.
21. In case of any accident during working hours, the Firm / Proprietor / Partner / Individual should attend the formalities with the Traffic Police/RTO authorities including court proceedings and claims, if any, under the Motor Vehicle Act. For such cases BEML LIMITED will not held responsible. In such event alternative transport arrangement should be made by the Firm / Proprietor / Partner / Individual at their cost within one hour from the time of accident beyond which the cost of any alternative arrangements made by BEML shall be deducted from the contractor's running bills.
22. In the event of absence from duty by the driver at the time of receiving any Officer/ Guests at the Bus Station / Airport / Railways Station or at any specified point due to any reason, the Firm / Proprietor / Partner / Individual shall have to pay the penalty equal to the expenses which will be incurred for making alternative arrangement

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

- by the Officer / Guest, besides no charges will be paid for such absence on duty by the driver.
23. Proper bills to be submitted for avoiding delay in making payments.
 24. The Firm / Proprietor / Partner / Individual shall comply with all the Rules and Regulations stipulated by concern RTO Authorities.
 25. The vehicle provided to BEML LIMITED will be covered by comprehensive insurance by the Firm / Proprietor / Partner / Individual. BEML LIMITED shall not be responsible for any damage to the vehicle and compensation payable to anyone in the event of any injury/disablement / loss of life as a result of any accident. The Firm / Proprietor / Partner / Individual shall not indemnify BEML against any claims arising out of accidents caused by the vehicle.
 26. The Firm / Proprietor / Partner / Individual and the driver should have a contact point for 24 hrs and the telephone/ Cell numbers shall be given to the Officer concerned.
 27. Management of M/s BEML LIMITED shall reserve the right to add, amend or alter or delete any of the above conditions and to terminate the agreement by giving one month notice to Firm / Proprietor / Partner / Individual concerned.
 28. The agreement will be treated as terminated automatically without any notice, if the Firm / Proprietor / Partner / Individual violates any of the terms and conditions of the agreement.
 29. **EXTENSION OF CONTRACT PERIOD:**
The Company reserves the right to extend the term of the contract due to work exigency with same terms and conditions mutually agreed by BEML and the contractor for a period of ONE YEAR after expiry of 2 years contract period with the same price and terms and conditions.
 30. **TERMINATION CLAUSE:** BEML Limited reserves its right to cancel the contract during the Agreement period of TWO YEARS at any time without assigning any reason with a month's notice. If the Firm / Proprietor / Partner / Individual wants to withdraw, they should give 90 days' notice.
 31. **DIESEL ESCALATION CLAUSE:**

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

The contract shall have monthly price variation clause for providing increase/decrease in contract price in proportion to the increase/decrease in fuel price from time to time as follows:

- a) Fuel price (Diesel) increase/decrease up to 5% over the price existing on the date of bid opening shall be borne by the contractor. Price variation beyond 5% will be compensated by applying the following formula:

$$\text{Price increase or decrease per KM} = \frac{\text{Increase / decrease in price of diesel}}{\text{Kilo Meter per Liter (Diesel consumption) *}}$$

*For diesel consumption the average Kilometer will be taken as 10 Kilometers for M&M Bolero AC or Equivalent Diesel Vehicle(s).

- b) Fuel price prevailing on the last day (30th / 31st) of the claimed month will be considered for price escalation clause.
- c) The cost of fuel (normal diesel) on the date of technical bid opening will be the base price for price variation clause.
- d) The Rate for one day over and above 26/27 days in a month is also applicable.

32. M&M Bolero AC or Equivalent deployed should not be more than two years old from the date of manufacturing in case order is placed on successful bidder. The vehicle(s) deployed should have up to date registered tax paid, pollution control certification, covered under comprehensive insurance etc. documents as per RTA at the time of deployment.

33. BEML Ltd will not be held responsible for any liability against the vehicle(s) deployed or the driver.

34. M&M Bolero AC or Equivalent deployed will be required with the permit of office of the home state and will be used in the same State. However, in case of requirement, the vehicle will be used in other places like Telangana / Andhra / Karnataka / Tamilnadu / Maharasta (or) any other state, the Firm / Proprietor / Partner / Individual should take temporary permits for other States at the time of requirement and the expenses will be reimbursed.

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

35. The requirement of M&M Bolero AC or Equivalent vehicles will be on the monthly basis with outstation duty.
36. The successful bidder will be required to sign an agreement on a non-judicial stamp paper of Rs.100/- The effective date of the contract shall be reckoned from the Date of signing of the Contract.
37. The evaluation will be made on the basis of financial implication on the monthly running of the vehicle for Kilometers and Rates for rental with POL up to initial Kilometers mentioned in Table (2).
38. **VALIDITY OF RATES:** The rates quoted should be valid for 120 days initially from the date of price bid opening.
39. **SECURITY DEPOSIT / e-PBG:**
- The successful Tenderer will be required to deposit Security Deposit / PBG equal to 3% of the Work Order value in the form of Demand Draft within 15 days from the issue of the Work Order. In case Tenderer fails to deposit Security Money within the stipulated period, the same shall be deducted from the running bills. The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure.
- Canvassing / influencing in any form by the bidders, including receipt of unsolicited covers or post tender for corrections shall be rendered for summary rejection without any notice to the bidder.
40. The Firm / Proprietor / Partner / Individual should make arrangement for filling the 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 at the cost of the Firm / Proprietor / Partner / Individual.
41. In usual course, the kilometer Opening and Closing will be reckoned from the respective offices.
42. The Firm / Proprietor / Partner / Individual that meets the above pre-qualifications / Requirements has to submit technical offers through online mode only.
43. Incomplete application will be summarized as REJECTED and no correspondence or Quarries will be entertained further.

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

44. Vehicle will be utilized in the local movements only. In case of any interstate movements are required, the Firm / Proprietor / Partner / Individual has to make arrangements for payment of toll gate Fees, Interstate temporary permit charges/taxes/Duties and other parking charges etc. The same shall be reimbursed against submission of original receipts/bills with the monthly running bills to release the payment.
45. The Company reserves its right to accept or to reject any or all the applications without assigning any reasons whatsoever.
46. The company is not responsible for non-receipt / delay in receipt of the tender documents.
47. All disputes are subject to jurisdiction of Hyderabad courts only.

I. General Terms & Conditions:

(*'Purchaser'* refers to BEML and *'Supplier'* refers to *'Service Provider/Contractor'* under this General Terms & Conditions)

(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

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

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

(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.

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

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".

(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 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.

(vi) **JURISDICTION**

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

(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,

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

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.

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.

(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:**

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

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

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) **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 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
HYDERABAD

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

PART II

ANNEXURE – I

PRICE-BID

TYPE OF VEHICLE:

M&M Bolero AC or Equivalent Diesel version vehicles for Use at BEML Limited, D.O / R.O Offices in T.S & A.P States.

Sl No	Description	Rate for 1500 Km per One Vehicle, Rs. For BEML Ltd., R.O-Hyderabad	Rate for 2000 Km per One Vehicle, Rs. For BEML Ltd., D.O-Ramagundam	Rate for 1000 Km per One Vehicle, Rs. For BEML Ltd., D.O-Visakhapatnam
1	Rate for 12 hrs a day for 26/27 days per month (inclusive of POL, Driver charges and all maintenance, etc).	Price to be entered in conditions tab	Price to be entered in conditions tab	Price to be entered in conditions tab
2	Rate for driver Batta for outstation travel per day (overnight stay).	Price to be entered in conditions tab	Price to be entered in conditions tab	Price to be entered in conditions tab
3	Rate for Additional Kilometer beyond Rated Km in a month.	Price to be entered in conditions tab	Price to be entered in conditions tab	Price to be entered in conditions tab
4	Rate for Additional Hour beyond 12 hours per day.	Price to be entered in conditions tab	Price to be entered in conditions tab	Price to be entered in conditions tab
5	Driver batta for outstation travel (same day return) beyond 100 Km one-way distance.	Price to be entered in conditions tab	Price to be entered in conditions tab	Price to be entered in conditions tab
6	Rate per One day beyond 26/27 in a month for deployment of Vehicle / Driver.	Price to be entered in conditions tab	Price to be entered in conditions tab	Price to be entered in conditions tab

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

Based on the above quote per one Vehicle, Calculations will be done for Nos of Vehicles required. Such as, 03 Nos vehicles for Hyderabad, 02 Nos Vehicles for Ramagundam & 01 No Vehicle for Visakhapatnam.

However, L-1 bidder will be decided based on the lowest price quoted against component Sl.No.1 (Rate for ---- Kms. for 12 hrs a day for 26/27 days per month inclusive of POL, Driver charges and all maintenance, etc).

For BEML LIMITED,

REGIONAL MANAGER
HYDERABAD

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)

TENDER NO: 6300038368

ANNEXURE – II

ACKNOWLEDGEMENT

The above terms and conditions mentioned in the tender are acceptable to me / us and the relevant documents as desired are enclosed herewith.

Date:

Seal and Signature

Place:

(Firm / Proprietor / Partner / Individual)

/ END OF THE TENDER /

Signature & Seal of the bidder

(Agency / Proprietor/Partner/Director)
