

Annexure-I

(Bid No: 6300036336)

(To be uploaded the duly filled & signed Technical bid in “C’ Folder in SRM)

General Terms & Conditions:

Standard Terms & Conditions	“Standard Terms & Conditions of Purchase” of BEML Limited is legally binding on the Bidder.
Offer Validity:	Bids submitted during e-Negotiation shall be valid for the period of 90 days from the date of bidding .
Development Charges	No development charges shall be payable for the development of Tool & Die related to the product.
Validity of Rates	<ul style="list-style-type: none"> ▪ Bided Price to remain firm till completion of supplies against the Purchase Order. ▪ No price variation will be entertained post eProcurement event.
Payment Terms	<ul style="list-style-type: none"> ▪ Payment will be made monthly basis on actual usage. The contractor shall submit the bills certified by the Maintenance Dept on the first week of the succeeding month and the Company shall pay the bill within ten days of receipt of the bill along with statutory tax payment receipts. The monthly bill should accompany with the daily trip sheet duly coordinated & endorsed by Security Department. ▪ Offers not agreeing with the above payment terms may be liable for rejection.
Supply Pattern	Material to be supplied as detailed in section “ Delivery Schedule: “FOR BEML” ” BEML LTD Palakkad Complex, Menonpara Road, Kinfra Wise Park, Kanjikode, Palakkad- 678 621
Labeling / Marking	<p>The Supplier shall ensure that the item supplied meets the Labeling requirements as per Company standards with minimum following detail:</p> <ul style="list-style-type: none"> ▪ Name of the manufacturer ▪ BEML Part Number ▪ Name & Class of Material ▪ Batch No. ▪ And any other additional information as specified in the Purchase Order
DGS & D Rate Contract	If the item is covered on DGS & D Rate Contract, it should be confirmed that the prices are the same as applicable to DGS & D Rate Contract reference should also be indicated, besides giving a copy of the Rate Contract.
Breach of commitment:	If a bidding firm backs out after bidding in Online Tender, then a penalty will be levied by means of risk purchase, based on discretion of BEML.
Currency	For the purpose of Bidding and release of payment, the currency will be Indian Rupees (INR) .
Liquidated Damages (LD)	<p>The time and date of delivery of the stores stipulated in the purchase order shall be deemed to be essence of the contract and delivery must be completed not later than the dates specified therein. Should the contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, BEML will entitled at their option to recover from the contractor as agreed damages, and not by way of penalty, a sum of 0.5% of the price of any stores which the contractors failed to deliver as aforesaid, for each week or part of a week during which the delivery of such stores may be in arrears. The maximum liability of contractor under this clause will be limited to 5% of the contract value.</p> <p>Note: GST is payable on LD recovered. The applicable service account code for the LD is 999794 with GST rate of 18%.</p>
Non-performance clause:	In case of non-performance of the order “ Risk Purchase Clause ” will be initiated. BEML will have an option to take alternate procurement action at your risk & cost apart from recovery of LD.

Delivery	The Consignment would be delivered at BEML, designated location as detailed in the “Exhibit - A” on release of schedule. The Supplier shall bear the entire responsibility of delivering the material to the desired destination intact & in acceptable condition.
Packing Clause:	<ul style="list-style-type: none"> • Goods are to be packed in conformity with standards prescribed by IRCA. • The supplier should provide packing list of all items sent during the delivery. Non-submission of the same may lead to delay in payments. • Item should be packed preferably using Eco -friendly packing material.
Dispatch Instructions:	Since terms of dispatch is – “FOR BEML Palakkad Complex”, you should arrange dispatch to BEML stores on Freight paid basis.
Short Supply:	In case of shortage noticed in supplies made, the same shall be made good by the vendors on intimation by BEML.
Transit Insurance:	Transit Insurance to be arranged & cost to be borne by the supplier.
Documents	Consignment will be accompanied by: <ol style="list-style-type: none"> a. Delivery Challan and Commercial Invoice b. ED Gate pass (Wherever applicable) c. Consignment Note giving particulars such as: <ul style="list-style-type: none"> - Purchase Order Number - The Name and Specification of the product - The name and business address of the Manufacturer / Supplier - Quantity d. Test / Guarantee Certificate (if applicable) in standard Form e. Inspection certificate from Inspection agencies (If Applicable).
Material Acceptance / Rejection Procedure	<p>Inspection carried out at BEML’s designated location on receipt of the material is final and binding for the bidders.</p> <p>Quotation to be made for the entire quantity on offer and not in part else bid is liable for rejection.</p>
Warranty	<ol style="list-style-type: none"> 1. The items should be warranted against defects in materials, workmanship, dimensions etc. for a period of 12 months from the date items put to actual use and defective items for any one of the aforesaid reasons should be replaced free of cost at our works. 2. Should your offer be technically acceptable and competitive with regard to price and delivery period, we restore the right to avail your offer for all of the items tendered and for full/part quantity. 3. The components should be supplied in as per tendered scope / fully finished /assembled condition for use on assembly.
Rejected Material Return	If any material is rejected during initial inspection or during further processing, the rejected material will be returned by ROAD ON FREIGHT TO PAY BASIS. The consignment will not be insured. The dispatch documents of such returned materials will be negotiated through Bank for the amount already paid towards the rejected materials including freight, GSTs etc. Supplier should honor the documents within 7 days from on presentation of the bankers. All bank charges to supplier account only. If the dispatch document is not honored by supplier for any reason the consequential damage / demurrages will be to supplier’s account. BEML reserves right to recover the amount paid for the rejected materials from any of supplier’s pending bills or supplies made by supplier.
Loading against faulty supply:	Suppliers will be debited by BEML with the charges incurred on account of rework carried out on faulty supplies (wherever possible) to meet urgent production requirement.
Risk Purchase clause:	Should the contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery , BEML will be entitled at their option to purchase elsewhere , without notice to the contractor on the account and at the risk of the contractor the stores not delivered or others of a similar description (where other exactly complying with the particulars are not in the option of BEML which shall be final, readily procurable) without canceling the contract in respect of consignment not

	yet due for delivery.
Specification Changes:	No change shall be made to any part of the specification by the Supplier. All the purchases are governed by the Specification(s) mentioned, unless superseded by a Revision duly authorized by the competent authority of buyer.
Assignment or Subletting of Contract	Bidders shall not, at any time during the contractual period, assign or sub-let the contract or any part thereof to any person or allow any such person to become in any way interested therein in any manner whatsoever without the prior permission in writing from BEML. Any contravention of this condition shall entitle BEML to rescind the contract and shall also render the bidders liable for payment to BEML in respect of any loss or damage arising out of or ensuing from such sub-letting or rescinding of contract.
Right of Buyer	<ul style="list-style-type: none"> ▪ BEML reserves the right to partially or totally accept or reject any/all bids placed in the e-Negotiation event without assigning any reason whatsoever. ▪ BEML also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.
Termination	In the event of any breach by the bidders of any condition herein or in the General Terms and Conditions of Purchase of BEML or in the event of any misconduct on the part of the bidders or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.
Jurisdiction	No legal proceeding to enforce any claim and no suit arising out of this contract shall be instituted except in a court of competent jurisdiction located in Bangalore, Karnataka.
ARBITRATION:	In the event of any question or dispute arising under these conditions or any special conditions of contract or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to the award of an Arbitrator to be nominated by BEML and any Arbitrator to be nominated by the contractor or in the case of such Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding on the reference and a decision of the Arbitrators or in the event of their not agreeing of the Umpire appointed by them shall be final and conclusive and the provisions of the Indian Arbitration Act 1940 and of the rules there under and any statutory modification thereof shall be deemed to apply and to be incorporated in this contract, upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the direction of the arbitrators or in the event of their not agreeing of the Umpire appointed by them.
PURCHASE ORDER CANCELLATION CLAUSE	In the event of any situation arising out of or caused by any act which is beyond the control of BEML, which results in change of Production Program or stoppage of production may necessitate cancellation of further deliveries by giving Three Months' notice in advance to the supplier. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination.

DESCRIPTION	BEML REQUIREMENT	Complied Yes/No	Any Deviation
PAYMENT TERMS	<ul style="list-style-type: none"> Payment will be made monthly basis on actual usage. The contractor shall submit the bills certified by the Maintenance Dept. on the first week of the succeeding month and the Company shall pay the bill within ten days of receipt of the bill along with statutory tax payment receipts. The monthly bill should accompany with the daily trip sheet duly coordinated & endorsed by Security Department. <p>“OFFERS INSISTING FOR ADVANCE PAYMENT / AGAINST PROFORMA MAY BE LIABLE FOR REJECTION”.</p>		

GENERAL DATA (i.e. Company Profile)		
1	Name of the Bidder	
2	Company address	
3	Contact Person Name	
4	Telephone No / Mob No	
5	Email id	
6	GST No	
7	PAN No	
8	Description of Business	

(Signature with company seal)

**For and on behalf of the company
Name & Designation of Signatory.**

Annexure-II

Bid Invitation No: 6300036336

(To be uploaded the duly filled & signed Technical bid in "C" Folder in SRM)

BEMLSRM - General Terms & Conditions

The General terms and conditions provided below govern the conduct of e-Negotiation event conducted on BEML-SRM platform.

Written Acceptance of the RFI/RFQ Terms & Conditions and General Terms & conditions given below is a pre-requisite for securing participation in the e-Negotiation event:

Participant Confirmation:

- Participants to e-Negotiation event hereby confirm that they shall commit to supply the product / service (being bid for) at the price entered by them in the online bid AND at the terms and conditions specified herein by BEML LIMITED. All Prices entered shall be legally binding on the Bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honor the bids placed during the online Bid shall render the bidders liable for any penal action as deemed fit by BEML LIMITED.
- In the event of winning an allotment in the bidding event, the bidder shall commit to fulfill outlined obligations under the contract.
- The bidder shall bid in line with the pre-accepted RFQ terms. The Bidder shall not stipulate any conditions on his/her own unless the terms of the BEML LIMITED expressly permit such conditions being stipulated by the Bidder. Bids entered with conditions attached shall be considered Conditional bids and BEML retains the right of rejecting these bids.

Liability of BEML LIMITED

While, reasonable care and diligence is taken by BEML LIMITED in discharge of its responsibilities such as design of the e-Negotiation event, communication of RFQ rules, guidance to bidders in event participation, etc. all bidders shall specifically indemnify BEML LIMITED from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are performed in BEML SRM platform by BEML LIMITED to assist the participants, but the ultimate responsibility on all these counts lies totally with the participants.

Jurisdiction:

Any disputes relating to the e-Negotiation module shall be subject to the sole jurisdiction of the courts of Bangalore, Karnataka, India.

ACCEPTANCE OF THE TERMS AND CONDITIONS BY THE TENDERER:

1. I / We have understood clearly the Specification & scope of materials and terms & conditions. I shall scrupulously abide by the same.
2. I / We have understood clearly that this is a supply and installation work, for which I am / we are required to quote unit price + GSTs and duties as applicable.
3. I / We certify that to the best of my / our knowledge the particulars furnished above is true.

(Signature with company seal)

**For and on behalf of the company
Name & Designation of Signatory.**

Annexure-III

Technical Compliance Sheet

Bid Invitation No: 6300036336

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SPECIFICATIONS: The item shall have the following requirements:

SCOPE OF WORK:

- 1. BEML Ltd, Palakkad Complex is in need of 3 types Cars (1AC Higher end type car, 1 AC Sedan type car & 1 AC Hatch back type car) on rate contract "As And When Required Basis" for a period of 01 year for official usage of VIP's, VVIP's, higher officials of BEML, officials of Inspection agencies, official usage of Auditors, Customers, Inspection agencies, BEML officials visit to Palakkad Complex.**

SI No	Item description	Unit	Qty	Complied Yes / No
1	AC Higher end type Car: Innova Crysta (or equivalent)	No	01	
2	AC Sedan type Car: Swift Dzire / Hyundai Xcent (or equivalent).	No	01	
3	AC Hatch back type Car: RITZ / Hyundai i10/ Swift (or equivalent)	No	01	

Technical Bid

SI. No	Scope of Work	Acceptance Status(Yes/No)	Remarks
1	<p>Rate offered per day for hiring of 1 AC Higher end type car, 1 AC Sedan type car & 1 AC Hatch back type car "as and when required basis" (12Hrs/150km per day) Including Fuel, Maintenance, Drivers salary, Insurance, Emission test, Road Tax etc.</p> <p>For out station duty (including other state like Tamil nadu/Karnataka), hiring charge will be considered based on rate quoted per day (12 Hrs/150KM) where extra Km will be calculated beyond 250 Km only. The quoted rate for outstation duty per Km will be considered only for beyond 250Km per day.</p> <p>Note: BATTA for (Night/Outstation duty), Toll fees, Parking, Express highway fees, Interstate Taxes/ Permit fees and other Miscellaneous fee if any will be paid by the Company (BEML) upon production of original receipts</p>		
2	Air condition should be keep on during trips/duties.		

3	The vehicle deputed for BEML should be not more than 5 years old.		
	The driver deputed for vehicle should have the permanent valid Driving license & authorization to drive public service vehicles, white uniform & shoes during working hours.		
4	During the contract period, the firm should provide the vehicle as and when required by BEML, if not BEML reserves the right to engage private vehicle and deduct the equivalent amount incurred for the trip plus penalty of Rs. 500/- per occasion.		
5	Charges for distance covered beyond 150 Kms or time duration beyond 12 Hrs /day will be adjusted during that month against the unutilized kms/Hrs on any other particular day during the same month will be reckoned for one month.		
6	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.		
7	KM reading to be counted from BEML Security office at Main gate.		
8	In case of delay in reporting at the place of duty assigned a penalty clause will be imposed to the extent of 10% of the rentals, calculated on hourly basis, which will be deducted from the monthly bill.		

Bid Invitation No. 6300036336- Exhibit - A

BEML Designated Location

UNIT	Location Code	Address	Telephone.
Defence & Rail Production Unit	Palakkad	BEML LTD Palakkad Complex Menonpara Road, Kinfra Wise Park Kanjikode Palakkad - 678 621	0491-2568178

(Signature with company seal)

For and on behalf of the company
Name & Designation of Signatory.

Eligibility criteria

Sl. No	Description	Details	Remarks
1	Name of the Individual/Travels/Tour/Taxi operator & Address		
2	Telephone no – landline Telephone no – Mobile Email ID		
3	Registration of Tour/Taxi operator/Travel agency		
4	Are you registered as a. Public Limited Company? b. Private Limited Company? c. Partnership Company? d. Proprietorship Company? (Please enclose the Incorporation certificate (or) Registration certificate / partnership deed certificate/ Proprietorship company documents.		
5	Tender Document / Annexure (To be down loaded from BEML website	Soft copy of the tender document needs to be attached by the bidder along with other Technical documents.	
6	Corrigendum if any (To be down loaded from BEML website.	All pages of corrigendum need to be uploaded	
7	NIT Acceptance Letter (To be down loaded from BEML website.	NIT Acceptance letter to be uploaded	
8	PAN No. & GST No	Enclose copy	Scanned copy to be uploaded
9	Experience of the Bidder/ Tenderer	The bidder/Agency should have Minimum 5 years' Experience in the Similar Field.	Bidder Should submit supporting document for the same along with technical bid.
10	Bidder's Office in Palakkad / Coimbatore	The bidder should Compulsorily have office in Palakkad / Coimbatore	Bidder Should submit supporting document for the same along with technical bid.

11	Details of Vehicles: 1. Copy of RC Book 2. Vehicle registration No/Date 3. Insurance No/date Note: The Vehicle should be registered under the firm's name or in the proprietors name only.	Enclose copy of certificates	
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General terms & conditions

1. **Timings:** Vehicles should be provided on “**As and When Required Basis**”. 12Hrs/150Km per day operation including Fuel and Driver as required by BEML. The requirement may get revised depending upon the BEML requirement. **Vehicle should report to Transport/Maintenance Dept, BEML, Palakkad Complex timely as per requirement.**
2. **Distance:** Rate should be quoted per day minimum of 150Km and/or minimum of 12Hrs per day. Rate for extra kilometers (beyond 150 km) and extra Hrs (beyond 12 Hrs) should be quoted separately.
3. Estimation of rate contract arrived for a period of One year on an average requirement for car days basis as per enclosed **Annexure-IV**. However, bills will be submitted once in a month basis on actual usage.
4. The rates quoted per day should be all inclusive such as Fuel, Maintenance, Drivers salary (including BATTA for Day/Night), Insurance, Emission test, Fitness certificate, Road Tax, etc.
5. For out station duty (including other state like Tamil nadu/Karnataka), hiring charge will be considered based on rate quoted per day (12 Hrs/150KM) where extra Km will be calculated beyond 250 Km only. The quoted rate for outstation duty per Km will be considered only for beyond 250Km per day.
6. BATTA for Night/Out Outstation duty (Tamil nadu/Karnataka), Toll fees, Parking, Express highway fees, Interstate Taxes/ Permit fees and other Miscellaneous fee if any will be paid by the Company (BEML) upon production of original receipts.
7. The contractor should cover all the statutory legislations including motor vehicle Act and regular enumeration to drivers. BEML will in no way responsible for the non-compliance of the same by the contractor.
8. **PAYMENT TERMS:** Payment will be made monthly basis on actual usage. The contractor shall submit the bills certified by the Maintenance Dept. on the first week of the succeeding month and the Company shall pay the bill within ten days of receipt of the bill

along with statutory tax payment receipts. The monthly bill should accompany with the daily trip sheet duly coordinated & endorsed by Security Department.

9. SECURITY DEPOSIT:

The Contractor has to execute a Bank Guarantee within 30 days of issue of acceptance letter to the Dy. General Manager (Purchase), BEML Ltd, Palakkad Complex for a value equal to 3% of Work Order value (excluding taxes) which should be valid up to 6 months after completion of contract period. Such Security deposit shall not entail any interest payment on refund. In case of extending the contract the contractor is required to renew the Bank Guarantee before one month of its expiry with same validity failing which same will be realized by the BEML Management. The Bank Guarantee should provide for indemnifying BEML from all losses arising out of this contract directly or indirectly during the validity of this contract apart from adjusting any due from the contractor at any time. In case of non-submission of Bank Guarantee, equivalent amount will be withheld from contractor bills which will be refunded only after completion of contract.

10. Refund of Security deposit: On completion of the contract, based on the recommendations of the Maintenance department, the security deposit will be released to the contractor.
11. Decision of BEML Management is final and binding in awarding of the contract.
12. In emergent cases, additional vehicles required by BEML should be provided at the same rates and accepted terms and conditions
13. The driver should report wearing clean white uniforms (Pant/Shirt) and shoes with valid driving license and all vehicle related statutory documents failing which they will not be allowed to enter factory premises.
14. The vehicle deputed for BEML should be **not more than 5 years old**.
15. The present requirement is as per the details mentioned in specifications. However, the number of vehicles to be provided may be increased or decreased at the time of finalizing the contract or during the tenure of the contract.
16. The contractor should always ensure that the vehicles should ply on our authorized routes as specified by BEML in our 'LOG BOOK' kept for vehicle at Security Main gate. Vehicles should be provided on 12 Hrs /150 Km per day operation including Fuel and Driver. The Hours/Kilometer will be arrived as per gate entry (IN/OUT) made in 'LOG BOOK' kept for vehicle at Security Main gate for each day. The total Kilometer and Hours as per the log book will be taken for payment purpose. Payment for extra Kilometer (**beyond 150 km per day**) and payment for extra hours (**beyond 12 Hours per day**) will be made as per actuals in Gate entry. However, any special case / conditions as per the instruction of BEML, the Kilometer will be arrived on point to point basis, i.e. from First pick-up point to last drop point and the same may be certified by the Transport/Maintenance Department.

17. All trips should be properly mentioned in 'LOG BOOK' kept for vehicle at Security Main gate. The total distance covered in a month and total hours served in a month will be taken from the Log book entries (kept in Security Gate) of each day for the particular month. Payment for **extra distance** is "**Total Km run in a month – (Number of working days X 150 km)**" and for **extra hours** is "**Total Hrs run in a month – (Number of working days X 12 Hrs)**" will be made based on the transport department certification.
18. The Driver should maintain their Log Book/Log sheet recording the distance covered and the places visited, the total distance covered (opening & closing meter readings) daily basis and certified by the Transport/Maintenance Department and copy of this should be furnished along with the monthly bill in support of the bill.
19. The contractor should provide the vehicles with fuel (Diesel/Petrol) and experienced well behaved Drivers with white uniforms/shoes and familiar with Palakkad/Coimbatore/Bangalore/Mysore City road areas as per BEML requirement.
20. The vehicle deputed for BEML should be not more than 5 years old. In case of vehicle not meeting the year / model standards, the vehicle will not be permitted for duty. The vehicles should be in good operating condition, good in appearance and should give trouble free performance at all the times. The vehicles should be kept in clean/tidy and hygienic condition.
21. The rate quoted should be firm throughout the period of Contract (One year) and no increase in rate shall be entertained under any circumstances except for reason mentioned in Point no 22. The rentals as per the contract shall be firm during the validity period.
22. Price Variation Clause: Any increase or decrease in Fuel cost less than 5% on the base price during the currency of the contract will be ignored. If the increase or decrease in Fuel cost is beyond 5%, rates shall be proportionately charged extra or reduced as the case may be. For price variation clause rate of High speed Diesel rate only considered. For the purpose of Price Variation calculation, Mileage per Diesel vehicle is as follows:

- a). Innova Crysta (or equivalent): 10 km
- b). Swift Dzire / Hyundai Xcent (or equivalent): 13 Km
- c). RITZ / Hyundai i10/ Swift (or equivalent): 15 Km.

The applicable formula for calculating Price Variation is given below:

$$\frac{\text{Price Increase or Decrease/km}}{\text{Mileage per litre of Diesel consumption}} = \frac{\text{Increase/Decrease in price of Diesel}}{\text{Mileage per litre of Diesel consumption}}$$

23. The price of High Speed Diesel for Palakkad as per IOCL's website <https://www.iocl.com/products/High Speed Diesel.aspx> on the 1st day of respective month will be considered for price variation clause.

24. The base price of High Speed Diesel for this tender/contract is Rs. 95.20 per litre on 01.07.2021.
25. Vehicles should be registered with appropriate RTO authorities for movement in any part of India and should have only Yellow board with black letters number plates as per RTO rules and regulations with valid RC, permit, Insurance, Emission cert etc.
26. In case of any accident/breakdown, the Contractor should attend the formalities with Traffic Police/RTO Authorities as well as Court proceedings including claims under Motor Vehicles Act, if any, as the case may be. In such events alternative transport arrangements should be made available by the Contractor within a short span of time. BEML will neither bear any cost arising out of such eventualities nor liable / responsible for any lapse on the part of the Contractor.
27. A well-equipped First-Aid kit should always be made available in the vehicle to meet any emergency as per RTO rules.
28. Delay in reporting due to traffic congestion/riots, disturbances on route, beyond control should be brought to the notice of the Management for taking appropriate decision. Firms responsibility to provide vehicle as and when required by BEML during the Holidays/Sundays.
29. The firm should provide the vehicle as per BEML instruction, if not position the vehicle as per requirement BEML reserves the right to engage private vehicle and deduct the equivalent amount incurred for the trip plus penalty of Rs. 500/- per occasion from the firm's monthly bill.
30. The Drivers engaged should be well behaved, polite with pleasing manners, cooperative, disciplined and knowledgeable. They should not resort to drinking, smoking, misbehave while on duty and should not engage in needless conversation with the VVIP's while driving.
31. The Drivers should keep up the punctuality while reporting for duty, also at pick-up /dropping points of the concerned executives. A minimum waiting time of 10 minutes should be allowed while picking up the VVIP's from their residences/location.
32. In case of any breakdown / accidents en route, the Contractor's Driver should immediately inform the transport authorities of the Company as well as the Contractor to make immediate alternative arrangements, or to take necessary action depending on the situation, failing which Company is liable to deduct the expenditure incurred by the official from the bill amount.
33. The Contractor will be held solely responsible for proper conduct, behavior and safety of the drivers and company will be no way responsible for the lapses on the part of the Drivers / Contractor whatsoever may be.
34. The drivers should strictly follow traffic rules and regulations. Contractor only shall bear any Penalty imposed due to over speed, traffic violations etc.

35. BEML will not be responsible for any loss, damages, loss of life of Contractor's Drivers in case of any accident. In case of any loss caused to BEML property / passenger while offering services will be made good by deducting proportionate amount out of the Contractor's monthly bill/EMD/Security deposit.
36. Contractor should ensure that un-authorized passengers should not be picked up while on BEML duty.
37. The Contractor should ensure payment of proper Comprehensive Insurance coverage Emission Test Certificate, Fitness certificate, Road Tax, Inter -state Permit for the vehicle engaged by BEML along with RC Book and valid driving license should kept in vehicles. The Vehicle should be registered under the firm's name or in the proprietors name only.
38. The rentals are exclusive of GST (if any) and the same will be on actual basis after ascertaining the applicability from time to time and also on production of relevant/specific proof of such payment made by the Contractor. TDS will be applicable.
39. Notwithstanding anything contained herein, the contract may be terminated by the Company at any time by giving 3 months' notice and/or without notice for breach on the part of the Contractor any of the terms and conditions of the contract. It is not obligatory on the part of the Company to assign any cause or reasons for such termination. The contractor shall not be entitled to claim any compensation or damages for such termination.
40. Canteen facilities will not be available for drivers as such. Drivers should make their own arrangements for breakfast / lunch etc. They should be available for service even during lunch hours. If required, Canteen facilities will be provided on actual chargeable basis and amount will be deducted from Contractor's bill.
41. A board with "BEML" logo has to be kept in front of the vehicle on BEML service.
42. The contractor should cover all other statutory legislations including Motor Vehicles Act and BEML will in no way responsible for the non-compliance of the same by the contractor.
43. Firm will sole responsible for safety of their driver, passengers, vehicle and statutory obligations applicable and completely indemnify BEML Limited in case of any claim arise in due course.
44. The firm should submit all trip sheets for all duty, endorsed/duly signed by the user department on day to day basis.
45. The vehicle should be provided on the dates specified by the user.
46. Income Tax will be recovered at source as per IT Act.
47. Successful tenderer is required to execute contract agreement on Rs. 200/- stamp paper incorporating standard conditions in a prescribed format. The format will be given by BEML.

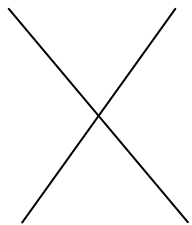
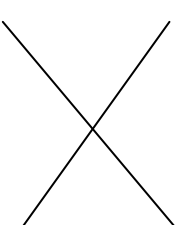
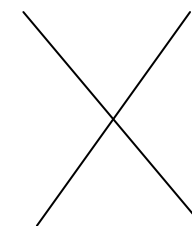
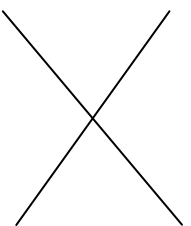
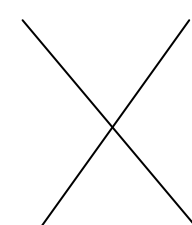
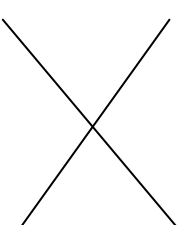
Annexure IV

Bid Invitation No: 6300036336

COMMERTIAL BID FORMAT

Duly signed blank format has to be uploaded along with Technical bid. The format given below is only for reference purpose. Rate to be uploaded in e-bidding in the "Price Conditions" only.

"Do not write any price details in this Sheet & Any of the Tender documents"

Sl. No	Description of Services	Qty	Unit	Unit rate in Rs.	TOTAL
I. AC Sedan type car					
1	On call Hiring charges of AC Sedan	120	DAY		
2	Rate per extra km beyond 150 kms	600	KM		
3	Rate per extra hrs beyond 12 hours	300	Hr		
4	Driver Batta for night duty	24	DAY		
5	Rate for outstation duty beyond 250 kms	1200	KM		
6	Driver Batta for outstation duty	36	DAY		
II. AC Hatchback type car					
1	On Call Hiring charges of AC Hatchback	150	DAY		
2	Rate per extra km beyond 150 kms	600	KM		
3	Rate per extra hrs beyond 12 hours	360	Hr		
4	Driver Batta for night duty	36	DAY		
5	Rate for outstation duty beyond 250 kms	1200	KM		
6	Driver Batta for outstation duty	48	DAY		
III. AC Higher end type car					
1	On Call Hiring charges of AC Higher end	30	DAY		
2	Rate per extra km beyond 150 kms	120	KM		
3	Rate per extra hrs beyond 12 hours	120	Hr		
4	Driver Batta for night duty	12	DAY		
5	Rate for outstation duty beyond 250 kms	600	KM		
6	Driver Batta for outstation duty	12	DAY		
SUB TOTAL					

NOTE: Approximate quantity is shown in the above table for during the contract period.

Instructions:

1. Rate per day to be quoted at SI No.1 (12Hrs/150km per day).
2. Rate for each extra Kms beyond 150Kms to be quoted at SI No.2.
3. Rate for each extra Hours beyond 12Hrs to be quoted at SI No.3.
4. Driver Batta for night duty (applicable for local) to be quoted at SI No.4.
5. Rate for outstation duty per Km (beyond 250Km per day) to be quoted at SI No.5.

6. Driver Batta for outstation duty (One day rate) to be quoted at SI No.6.

Firms shall quote the rate for all the line items, otherwise bid will be rejected.

L1 will be considered for **TOTAL VALUE** of all the line items in I, II & III at SIno. 1 to 6.

(Signature of Tenderer)

Date:

Name :

Address:

Annexure V

GST Clause

Bid Invitation No: 6300036336

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availing of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that "the liability of payment of GST amounting to Rs is on the Recipient of Service" in the invoice raised on BEML.

9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months' interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfil the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfills its obligations specified under above clauses.
13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

(Signature with company seal)

**For and on behalf of the company
Name & Designation of Signatory.**