

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687772867596

अनुबंध तिथि | Contract Generated Date : 30-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4615764](#)

## संगठन विवरण | Organisation Details

प्ररूप | Type : Central PSU  
मंत्रालय | Ministry : Ministry of Heavy Industries and Public Enterprises  
विभाग | Department : Department of Heavy Industry  
संगठन का नाम | Organisation Name : Bharat Heavy Electricals Limited (BHEL)  
कार्यालय क्षेत्र | Office Zone: 10210015-PSEER

## खरीदार विवरण | Buyer Details

पद | Designation : Engineer Planning  
संपर्क नंबर | Contact No. : -  
ईमेल आईडी | Email ID : buycon2279.bhelb.jh@gembuyer.in  
जीएसटीआईएन | GSTIN : -  
पता | Address : BHEL SITE OFFICE IEL CPP PROJECT POWER HOUSE# 7  
SAKCHI OPPOSITE SAKCHI POLICE STATION JAMSHEDPUR  
831001,  
EAST SINGHBHUM, JHARKHAND-831001, India

## वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : No  
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval: SDGM/IEL JAMSHEDPUR SITE  
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval: SFM/IEL JAMSHEDPUR SITE

## भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: PAO  
भुगतान का तरीका | Payment Mode: BHEL  
पद | Designation : MANAGER FIN KALINGANAGR  
ईमेल आईडी | Email ID : pao39.bhelb.or@gembuyer.in  
जीएसटीआईएन | GSTIN : -  
पता | Address: BHEL SITE OFFICE, CPP Ph-II, Tata Steel Kalinganagar,  
Duburi Dist : Jajpur, Odisha, PIN : 755026,  
Jajapur, ODISHA-755026, India  
भुगतान समयसीमा | Payment Timelines: Payments shall be made to the seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

## परेषिती विवरण | Consignee Details

क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : buycon2279.bhelb.jh@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : BHEL SITE OFFICE IEL CPP PROJECT POWER HOUSE# 7 SAKCHI OPPOSITE SAKCHI POLICE STATION JAMSHEDPUR 831001, EAST SINGHBHUM, JHARKHAND-831001, India	Monthly Basis Cab and Taxi Hiring Service - Without Fuel - SUV; Mahindra Scorpio, Mahindra Bolero; 2019; 50,000-75000 kms; A/C; As per Tender

## सेवा प्रदाता विवरण | Service Provider Details

जेम विक्रेता आईडी | GeM Seller ID : C0Q0210001979727  
कंपनी का नाम | Company Name : KHALSA LOGISTICS  
संपर्क नंबर | Contact No. : 09523597139  
ईमेल आईडी | Email ID : kaurshanpreet17@gmail.com  
पता | Address : EF03,ASHIANA WOODLAND,MANGO,PARDIH,  
East Singhbhum, JHARKHAND-831012, -  
एमएसएमई सत्यापित | MSME verified : No  
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-JH-22-0000111  
एमएसई सामाजिक श्रेणी | MSE Social Category : General  
एमएसई लिंग श्रेणी | MSE Gender : Female  
जीएसटीआईएन | GSTIN: 20JPVPK8929F1ZA

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

## सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 08-Apr-2024	सेवा समाप्ति तिथि   Service End Date : 07-Oct-2025
श्रेणी नाम   Category Name : Monthly Basis Cab and Taxi Hiring Service - Without Fuel	

बिलिंग चक्र | Billing Cycle: monthly

विवरण   Description	Number of Vehicle	Monthly Rental without fuel (Inclusive of GST)
Air Conditioning	A/C	
Engagement Hours per Day	As per Tender	
Driver Required	Yes	
Fuel type of vehicle	Diesel	

Type of Terrain	Plain	1	34450
Type of car	Mahindra Scorpio, Mahindra Bolero		
Vintage in KM	50,000-75000 kms		
Vehicle Type	SUV		
Year of Vehicle Model	2019		
Fuel to be provided by Buyer	To be reimbursed to the Service Provider as per actual consumption.		
Estimated KMs to be traveled in a month	3500		
Duration in Months within the Contract Period	18		
कुल राशि (रु०)   Total Amount (Formula) : ( Number of Vehicle*Monthly Rental without fuel (Inclusive of GST)*Duration in Months within the Contract Period )			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		620100	
कुल ऐडऑन मूल्य   Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		620100	
अनुबंध की राशि  Amount of Contract			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य  Total Contract Value Including All Duties and Taxes(INR)		620100	
एसएलए विवरण  SLA Details			
SERVICE STC SPECIAL TERMS AND CONDITIONS FOR Monthly Basis Cab and Taxi Hiring Service (Without Fuel)			
<b>1. Preamble</b> This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the buyer and Cab & Taxi Hiring Service provider. The purpose of this agreement is to facilitate implementation of Monthly Cab & Taxi Hiring Service from the buyer’s premises or any other premises designated by buyer. This Agreement outlines the scope of work, buyer’s obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof. The Services contracts placed through GeM shall be governed by following set of Terms and Conditions: 1. General terms and conditions for Services; 2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service; 3. BID / Reverse Auction specific ATC. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.			
<b>2. Objectives and Goals</b> The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to: 1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties 2. Present a clear, concise and measurable description of services offered to the buyer 3. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified 4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.			
<b>3. Parties to the Agreement</b> The main stakeholders associated with this agreement are below- 1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed 2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.			
<b>4. Scope of Services</b> This service deals with hiring of vehicles ( without fuel ) for a defined but temporary tenure on a monthly basis for travel of individuals Vehicle Type:Buyer will have to define vehicle type here like sedan, hatchback, SUV etc. as per the requirement. Types of Cars: Buyers of this service will have the option to choose the type of vehicle as per their requirement, for which the following categories have been defined.			
Type of Car	Definition	Examples	
Hatchback	This segment includes passenger cars with compact design in a two-box configuration, and	1. Maruti Suzuki WagonR	
		2. Maruti Suzuki Celerio	
		3. Maruti Suzuki Swift	
		4. Hyundai i10	
		5. Hyundai i20	

	usually a length between 3401 to 3995 mm.	<ol style="list-style-type: none"> <li>6. Tata Tiago</li> <li>7. Datsun Go</li> <li>8. Tata Bolt</li> <li>9. Hyundai Santro</li> <li>10. Tata Indigo</li> </ol>
Sedan	This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	<ol style="list-style-type: none"> <li>1. Honda Amaze</li> <li>2. Maruti Suzuki Dzire</li> <li>3. Tata Tigor</li> <li>4. Hyundai Xcent</li> <li>5. Ford Aspire</li> <li>6. Volkswagen Ameo</li> <li>7. Tata Zest</li> <li>8. Nissan Sunny</li> <li>9. Toyota Etios</li> <li>1. Maruti Suzuki Ciaz</li> </ol>
Premium Sedan	This segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually a length between 4000 to 4600 mm.	<ol style="list-style-type: none"> <li>2. Honda City</li> <li>3. Volkswagen Vento</li> <li>4. Toyota Corolla</li> <li>5. Hyundai Verna</li> <li>6. Skoda Rapid</li> </ol>
SUV	This segment includes passenger vehicles which combine elements of road-going passenger cars with features from off-road vehicles, such as raised ground clearance and four-wheel drive and length between 3995 to 4500 mm.	<ol style="list-style-type: none"> <li>1. Maruti Suzuki Ertiga</li> <li>2. Maruti Suzuki Vitara Brezza</li> <li>3. Mahindra Scorpio</li> <li>4. Maruti Suzuki XL6</li> <li>5. Ford Ecosport</li> <li>6. Hyundai Creta</li> <li>7. Renault Duster</li> <li>8. Mahindra TUV300</li> <li>9. Mahindra XUV300</li> <li>10. Mahindra XUV 500</li> <li>1. Mahindra Bolero Camper</li> </ol>
MUV	This segment includes vehicles for transport of passenger and material with a seating capacity of 3 besides driver with an open loading capacity in the back for 1 to 1.25 MT	<ol style="list-style-type: none"> <li>2. Tata Xenon</li> <li>3. Mahindra Imperio</li> </ol>

Premium SUV/MUV	This segment includes SUV/MUVs intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular SUVs and length between 4300 to 4800 mm.	4. Isuzu Dimax
		1. Toyota Innova
		2. Toyota Innova Crysta
		3. Toyota Fortuner
		4. Ford Endeavour
		5. Jeep Compass
		6. Tata Hexa
		7. Tata Harrier
		8. Honda CR-V
		1. Toyota Camry
Luxury Sedan	This segment includes passenger vehicles with luxury design in a three-box configuration, intended to provide top level of comfort and highest perception of quality and length between 4500 to 5200 mm.	2. Honda Accord
		3. Mercedes Benz E Class
		4. BMW 3 Series
		5. Audi A4
		6. Volvo S 90
		7. Jaguar XE
		8. Lexus ES
		9. Skoda Superb
		10. Skoda Octavia
		1. Mercedes Benz GLC
Luxury SUV/MUV	This segment includes SUV/ MUVs with luxury design, intended to provide top level of comfort and highest perception of quality and usually length between 4600 to 5300 mm.	2. BMW X3
		3. Audi Q5
		4. Jeep Grand Cherokee
		5. Land Rover Discovery Sport
		6. Jaguar F Pace
		7. Volvo XC 60
		8. Mitsubishi Montero

Ac and Non-AC Requirement: The service providers may provide the cab based on buyer's selection or as mentioned in the bid.

Contract Duration: The buyer can select a maximum contract duration of 5 years.

Year of Vehicle Model: The buyer can also select the year of vehicle model required to guarantee quality of the vehicle provided. The buyer can choose from models of 2022, 2021, 2020, 2019 and 2018. However, if the buyer requires an ex-showroom model or models older than 2018, they can enter custom requirement.

Vintage in KMs : The buyer shall also specify the range of km travelled for the vehicle so as to guarantee quality. The buyer may choose from ranges starting from 0 km up to 1 lakh km run by the vehicle.

Engagement Hours per day: Buyer may mention the engagement hours of the vehicle per day for the vehicles being hired.

Driver Required:Buyer will also have to define if they need drivers for the vehicle being hired.

Type of Terrain:Buyers may also define the type of terrains like hilly, Plain or Hilly and plain where the vehicle will operate.

Fuel Type of Vehicle:Buyers need to also mention the desired fuel type of the vehicle which they intent to hire.

The provider of such services shall quote a monthly vehicle hiring cost depending on the type of vehicle, location, and other parameters selected by the buyer.

#### 4.1 Service Details and Standards

1. All vehicles provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
2. All vehicles provided shall be equipped with an emergency medical first aid kit and a fire extinguisher.
3. All vehicles should be in excellent working condition (both internally and externally) at all times. The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odor and any personal belongings of the driver.
4. The vehicle deployed shall be parked at the Buyer's/ User's premises after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/ User.
5. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
6. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also have an active internet connection at all times where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be reachable at all times during duty hours.
7. The drivers of the vehicles deployed should maintain polite & courteous behaviour towards the buyer/ passenger. "Misbehaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract penalties as per provisions of the contract.

#### 4.2 Defined Timelines

1. The Service Provider shall ensure that assigned vehicle and driver(if asked for) report within 3 days of confirmation of order or as mutually agreed with the Buyer.
2. Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
3. Delay in arrival beyond 30 minutes, shall attract penalties.

#### 4.3 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract.
2. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
3. The Buyer shall be entitled to use the vehicle within the scope of service specified under this contract and at no time during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Buyer.
4. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
5. The drivers/ staff provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws will be the sole responsibility of the service provider.
6. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.
7. The buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider.
8. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk.

#### 5 Service Provider's Obligation

1. Service Provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
2. Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.
3. The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in off duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to the buyer.
4. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act.
5. The service provider shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Buyer on actual basis as paid by the service provider.
6. The service provider must ensure that all necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
7. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer.
8. In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
9. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.
10. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
11. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the service provider.
12. In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then buyer shall have right to recover damages as per the provisions of the contract.
13. The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
14. The Service Provider will deploy experienced drivers (if asked for) knowing the routes of the areas and familiar with the localities for carrying out the services. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

#### 6 Buyer's Obligations

1. The location for reporting shall be provided by the buyer to the service provider.
2. The toll charges, parking fee or entry taxes payable locally or outstation shall be reimbursed by the Buyer to the Service Provider on actual basis as paid by the service provider.
3. The Buyer/ passenger must immediately report to the designated representative of the Service Provider any problems, complaints, incidents or accidents that occur during the trip, including any form of inappropriate behaviour/ improper uniform by the driver.
4. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form from the buyer/ passenger. If the driver of the vehicle communicates directly with the Buyer/passenger (either by telephone, in writing or verbally, and either before, during or after a trip) to make alter or change the nature of service provided to the Buyer,the Buyer must immediately inform the Service Provider.
5. Buyer may validate the registration from e-vaan portal for authenticity of the vehicle proposed by the service provider.

#### 6. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if

any, on account of PVC can be done offline till such time online functionality is developed on GeM."

## 7. Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analysing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

### 7.1 Logbook

1. The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the buyer

### 7.2 Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.

2. The Service Provider shall maintain a compliant register in the vehicles for the complaints by the passenger travelling in the vehicle.

## 8. Penalties and Fine

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Penalties			Remarks
			1st instance	2 <sup>nd</sup> instance	3 <sup>rd</sup> instance	
1	Non deployment of vehicle/driver(if asked for) (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 5% of monthly vehicle hiring cost of the particular vehicle	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of monthly vehicle hiring cost of the particular vehicle	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Penalty of 3% of monthly hiring cost of the particular vehicle	Penalty of 5% of monthly hiring cost of the particular vehicle	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
4	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly hiring cost of the particular vehicle	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of monthly hiring cost of the particular vehicle	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
5	Breakdown of vehicle during trip (replacement provided)	Replacement provided within to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a penalty of 2% of monthly hiring cost of the particular vehicle	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly hiring cost of the particular vehicle	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
6	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Penalty of 1% of monthly hiring cost of the particular vehicle	Penalty of 2% of monthly hiring cost of the particular vehicle	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
7	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000	Penalty of Rs. 2000/-		After 2 <sup>nd</sup> instance, the service provider will have to replace the driver
8	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-			After 1 <sup>st</sup> instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.
9	Failure to address deficiencies pointed out	Deficiencies not addressed after 24	Penalty of Rs.	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same penalty

10. Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service. Some notable points under payment terms are-

10.1 Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider.
3. Nonetheless, any charges borne by the Service Provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.

10.2 Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the contract.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice.

10.3 Payment Process

1. Payment shall be made only after submission of invoices.
2. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
3. Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

11. Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require amending the Agreement, some of such conditions may be as followed-

1. Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
2. Variation of the Contract as per both parties' consent: Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. The variation in the contract can be through the following, however, the variation put together shall not reduce or exceed 25% of contract value:

1. Increase or decrease in the quantity of vehicles
2. Increase or decrease in duration of contract
3. Increase in the quantity of vehicles for hiring on a daily basis: The service provider shall also provide cabs on a daily hire basis, as per the requirement of the buyer

12. Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
2. Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
3. Breach of SLAs: The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

Calculation Formula for the Service

Cost of the contract= Number of Vehicle\*Monthly Rental without fuel (Inclusive of GST)\*Duration in Months.

\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*

शुद्धिपत्र|Corrigendum

1. तक बढ़ाया गया|Extended Upto : 2024-02-26 15:00:00
2. तक बढ़ाया गया|Extended Upto : 2024-03-01 17:00:00

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार|Additional Required Data/Document(s) : Buyer

1. Scope of work :[click here](#)
2. Payment terms :[click here](#)
3. Any other document required from seller : [click here](#)
4. Eligibility Criteria :[click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA

नियम और शर्तें|Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

## 2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## 2.2 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## 2.3 Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

BHEL Site Office  
IEL PH#7 Project,  
TATA Steel, Opposite Sakchi Police Station  
Jamshedpur  
Jharkhand  
.

## 2.4 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## 2.5 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 2.6 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

### TERMS OF PAYMENT:

The bidder has to quote only for the monthly hire charges towards providing of 01 (One) No Chauffeur driven vehicle for 12 hrs daily duty throughout the month. However, vehicle may be given one day off for service / maintenance, beyond this, the owner should send a replacement vehicle. The off day will be mutually planned along with BHEL preferably on any holiday /Sunday.

Additional charges for duty beyond 12 hours per day will be paid @ Rs. 70/- per hour.

Cost of diesel @ 10 km per litre at the prevailing market rate will be reimbursed over & above the monthly hire charges.

Monthly Charges would be reduced on Pro rata basis, beyond the scheduled 1 day off, if availed with permission of BHEL/ Authority.

One litre Mobil cost (fixed rate of Rs. 300/-) for running of every 500Km will be reimbursed over & above the monthly hire charge.

Car parking fees / Toll Tax for official duties will be paid by you / your driver and reimbursement shall be claimed by you in monthly bill enclosing the parking slips / Toll Tax vouchers.

No other charges except as indicated above shall be payable.

Cost of Fuel will be based on the price prevailing in the local market during the month. Generally, price of PSU's such as IOC, BPCL, HP will be considered & evidence to be submitted by you

Monthly Bill/payment shall be made within 30 days of receipt of correct and complete bill in duplicate duly certified by BHEL after making all admissible recovery / adjustments. Bills should be accompanied with completed & signed log sheets signed by BHEL official / representatives.

GST shall be released upon compliance with following.:

- Declaration of successful bidder that such billing/ invoicing in their GSTR1.
- Receipt of goods/ services and tax invoice by BHEL.
- Confirmation of payment of GST thereon by vendor on GSTN Portal
- Above is subject to receipt of goods/ service and tax invoice thereof along with declaring invoice in your return and paying GST within the timeline prescribed for availing ITC by BHEL.

At the time of bid submission, the bidder shall declare whether GST is to be reimbursed by BHEL on forward charge basis to the bidder or to be discharged by BHEL under Reverse charge mechanism (RCM) directly to the Revenue department.

As the case may be, GST shall be paid extra as per GST rules and also applicable in case of any modification in GST rules. Party will be solely responsible for payment of GST as applicable, if in case of any GST due arises due to default of the party, BHEL will not be responsible for any default payment on account of GST. Any changes in GST rules will be applicable on the bidder.

Vehicle owner/ driver will maintain logbook and will get each journey signed from the concerned official. Copy of the logbook will be submitted along with monthly bill.

Income Tax (TDS) shall be deducted at source from the running bill as per applicable Income Tax Rules and other statutory requirement from time to time.

Bill will be processed only when the log book is properly filled, meter starting and Ending, purpose of journey is clearly mentioned, driver signature, user signature is made otherwise the bill cannot be processed. No advance payment will be paid under any circumstances. For payment purpose NEFT format duly verified by concerned bank official & cancelled cheque may be submitted along with the first bill.

### Scope of Work:

Providing 01 No Bolero/ Scorpio / Equivalent, Chauffeur driven, Air Conditioned, diesel operated, four-wheeler vehicle having commercial registration, on monthly hire basis to BHEL for official use at BHEL, 1x120 MW, IEL, Ph#7, Opposite Sakchi Police Station, TATA Jamshedpur, Jharkhand.



Vehicle should be in Excellent working condition with moderate running of travelling KM (preferably not exceeding 1.5 Lakhs KM meter reading). BHEL shall adjudge the suitability of offered vehicle with its running KM declaration and photograph depicting the present physical conditions of the vehicle and may reject the offered vehicle if the same is not found suitable as per specified requirement and the decision taken by BHEL will be binding on the bidder.

However, BHEL shall also verify the above conditions after deployment of vehicle against placement of work order to the L1 bidder and may reject the same if the vehicle is not found as meeting the above requirement of vehicle conditions and the bidder shall have the option to replace the vehicle with suitable alternative vehicle of same tender specification otherwise the work order will be cancelled by BHEL which would be unconditionally acceptable to the bidder.

Bidders will have to engage the vehicle within 10 days from the date of placing Purchase order /award of Work by BHEL.

If the bidder fails to engage a vehicle within the stipulated time period of 10 days, then a grace period of 10 days shall be granted. Meanwhile an alternate equivalent vehicle must be engaged by the agency. After 10 days, if the bidder fails to provide the vehicle, then BHEL reserves the right to cancel the contract without giving any further intimation.

Interested parties may engage vehicle owned by them or from any owner subject to power of attorney on stamp paper in the name of the bidder..

**Contact Persons:**

Sri Jagannath Behera (Mob:7730006777/ e-Mail: jagannath.behera@bhel.in)

Sri Arijit Chakraborty (Mob:7382965421/ e-Mail: c.arijit@bhel.in)

Sri Abhaya Kr. Dash (Mob:9437133740/ e-Mail: abhaya.dash@bhel.in)

**Other Terms & Conditions:**

- Interested bidders are advised to study the scope and prevailing local conditions as well as operational Rules to operate inside 1x120MW, IEL, Ph#7, CPP, TATA Jamshedpur site premises before quoting rate/price. They may also consult this office before submission of offer. Last date of seeking clarification is 20/02/2024.
- Bidders to submit copy of PAN Card, PF, ESI and GST registration details along with the offer documents.
- Vehicle should be in good working condition and Complying to the Regulations applicable at 1x120MW, IEL, Ph#7, CPP, TATA Jamshedpur site.
- The vehicle may be called for emergency service any time during off time, in case of any Emergency situation. Overtime Charges for these service hours would be paid as per specified rate for overtime duty.
- Preparation of gate pass for the vehicle & Driver to enter the 1x120MW, IEL, Ph#7, CPP, TATA Jamshedpur site premises is within the Scope of the bidder.
- The vehicle must be equipped with proper T&P (such as jack, proper wrench for changing and fixing tyre etc.) and also one first aid box + torch with 3 cells must be kept inside every vehicle.
- BHEL shall be under no obligation to accept the lowest or any other tender and shall reserve the right to accept or reject any tender in part or full without assigning any reason, whatsoever.
- Offers with deviation from the tender requirements are liable to be rejected.
- In the event of any conflict between requirements of any clause of this tender specification the same to be brought to the notice of BHEL in writing for clarification before submission of bid. Otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on bidder.
- The vehicle must have valid commercial registration with all documents i.e. Road permit, insurance Coverage etc. as per Motor Vehicle Act. so that the same may ply legally on hire at owner account. All said papers are to be submitted to BHEL within 15 days after getting work order. The owner shall pay all taxes, fees, license charges, deposits, duties royalty commissions or other charges which may be levied on account of his operation in executing the contract to the concerned authorities.
- Any sum recovered by Tata Steel/IEL on account of violating safety rules would be borne by the bidder.
- Driver must report on duty in neat and clean uniform, free from intoxication and Contiguous diseases with proper ID cards. Any change in driver shall be intimated by the vendor to the contract executing officer in charge for record and other compliances.
- Driver must report on duty in neat and clean uniform, free from intoxication and Contiguous diseases, with proper ID cards. Any change in driver shall be intimated by the vendor to the contract executing officer in charge for record and other compliances.
- The period of hiring is for 18 Months from the actual date of providing the vehicles.
- However, this contract may be extended further, as per the requirement of BHEL, in the same terms & conditions based on satisfactory performance / service of the vehicles. However, BHEL may terminate the contract any time during the currency of the contract with a notice period of fifteen days if the requirement of vehicle is reduced, performance / service is found unsatisfactory.
- Driver must have a valid license and equipped with Mobile connectivity all the time round the clock.
- The Vehicle must have neat & Clean Towels for seat and back.
- In case of exigency, vehicle may be required to be parked at locations decided by BHEL Officials without any additional charges.
- The vehicle should report for duty in good condition, with Proper pressure in tyres, good condition of tyres and with adequate quantity of fuel.
- In case, BHEL makes any payment towards repair/fuel charges, the same will be recovered from your bills with 30% overhead.
- All taxes, insurance charges, local police allegations/law and order (if any) will be complied with/borne by owner. Making of all Gate passes.
- Temporary/permanent/ Sunday / holiday / Night pass for entering inside the plant area is owner's responsibility, as per applicability.
- Compliance of all statutory laws, legal obligations, as per Motor Vehicle Act, Regulations applicable at TATA STEEL JAMSHEDPUR PROJECT COMPLEX, in vogue shall be responsibility of the vendor.
- All other terms & Conditions is as per SLA

**2.7 Service & Support:**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.