

SCOPE OF WORK, SPECIAL TERMS & CONDITIONS OF CONTRACT

1. Definitions

- 1.01** "In Charge (Logistics)" means the Head of Administration at BIRAC by whatever designation that may be assigned to him/her.
- 1.02** "Authorized Officer" means an officer of BIRAC belonging to Logistics Services or any other officer with whom the vehicle(s) is/are deployed for work.
- 1.03** "Month" means any Calendar month.
- 1.04** "Day" means a day starting from 00.00 hrs. to 24.00 hrs.
- 1.05** "Hour" means an hour of 60 minutes. For the purpose of charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.
- 1.06** "Reporting Place" means BIRAC Office NEW DELHI where the vehicles shall generally report for duty or shall be released after completion of duty unless specified otherwise. Reporting place may be changed at any time during the currency of the contract.
- 1.07** "Work Site" means the location of operations of BIRAC Office, NEW DELHI or any other work center / station of BIRAC, NEW DELHI.
- 1.08** "Duty Hours" means the duty hours of vehicle specified by BIRAC.
- 1.09** "Route" means the shortest possible approachable road between the two points or otherwise as prescribed by BIRAC.
- 1.10** "Distance" means distance in km from base to (but not limited to) office/ installations / etc. falling in the jurisdictions of NEW DELHI or any other out station and vice versa. Fractional distance of 0.5 km shall be ignored
- 1.11** "Driver" means the paid employee(s) of the contractor engaged by him for driving the Light vehicle and in possession of valid professional driving license of 3 years or more as per the statutory requirements of Motor Cab Rules and Laws applicable from time to time.
- 1.12** In case the vehicle is reporting at BIRAC office, no extra charge will be applicable neither in distance nor in time.

2. Technical Specifications & other requirements:

Job no.	Make / Model	Type	Fuel	Average fuel consumption taken as Km/Litre.
A – 1	Tata Indigo/Maruti Swift Dezire or equivalent value of Cab.	AC	Petrol / Diesel/CNG	11
A – 2	Honda City/ Maruti SX4 Ikon/ Ford Fiesta or equivalent value of Cab.	AC	Petrol/ Diesel/CNG	11
A – 3	Toyota INNOVA AC or equivalent value of Cab.	AC	Petrol / Diesel/CNG	10
A-4	Mercedes/BMW/Corolla/Audi (A4) AC or equivalent value of Cab.	AC	Petrol / Diesel/CNG	10

- I. The vintage of vehicles offered for services should not be more than five years during the currency of contract and at the time of placement of vehicles initially against fresh contract.
- II. Upgraded versions of above mentioned make / models introduced by the manufacture in due course shall also be acceptable at the same rates.
- III. Bidder shall be responsible to provide any specific Make / Model of vehicle from above job-categories, as per particular requirement of BIRAC.
For instance, under Job category A-2, a total of about four make/models are covered, however, BIRAC can place requisition for any /group of different make/model, only depending upon the specific requirement of visiting dignitaries.
- IV. The vehicles offered for duties should have properly cleaned & odorless interiors and should be have neat seat covers.
- V. They should also be fitted with reverse horn. The Bidder should depute one contact person for BIRAC's cab requirements and overall activity.
- VI. The vehicle hired under the contract should be manned by an experienced and competent driver(s), as per prevailing RTO requirements.
- VII. The driver must have a mobile phone available with him for smooth co-ordination and service-execution and the same should always be in working condition. In case, the driver reports for the duty without such prescribed mobile phone, **then a penalty as mentioned under Liquidity damages shall be imposed.**

- VIII.** The drivers performing these duties must always be in proper uniform and should always wear shoes.
- IX.** All essential documents such as; valid certificates relating to registration, road-tax, insurance, fitness, permit, PUC etc. (Whatever applicable) should always be available with the vehicle.
- X.** The vehicle on BIRAC duties shall be equipped with good condition spare wheel and required tools such as jack, spanner etc. for attending any unforeseen service impediment like tyre getting puncture /damaged etc.
- XI.** The vehicle on BIRAC duties shall be equipped with First Aid Kit with adequate medicines and fire extinguisher.
- XII.** The vehicles should contain at least two sealed water bottles, tissue box etc.
- XIII.** The driver should ensure to get the meter reading checked by the customer while pickup & drop. The duty slips should be properly filled & signed before release.

3. SCOPE OF WORK

- 3.01** For its activities, BIRAC intends to hire the services of Cabs on need and call basis for Executives, VIP's, dignitaries or any other personnel authorized by BIRAC. The services shall be utilized (but not limited to) for short-term temporary requirements like airport duties, railway station duties, local/outstation city duties, field duties and also for occasional requirements during various meets, seminars, symposiums, workshops etc.
- 3.02** Generally these duties shall be for the NEW DELHI city or NCR region. However, visiting dignitaries / executives may move out of NCR if need arises.
- 3.03** The services for each category are required purely on need & call basis requirements of BIRAC Office, NEW DELHI; as such their accurate forecast cannot be made in advance. Actual volume of work may vary and depends on operational requirements of BIRAC from time to time.
- 3.04** The contract shall be valid for a period of Two years from the date of commencement of services. The contract period is extendable by another year on mutually agreed terms & conditions.

4.00 OPERATIONAL CONDITIONS

- 4.01** Under normal circumstances, the requirement shall be conveyed to the contractor up to the evening of the previous day. BIRAC shall make all efforts to plan the requirements in advance and give due notice time to the Contractor for arranging the services.

However, there shall be occasions when urgent unforeseen requirements might emerge for which BIRAC shall give a short notice. The contractor under such circumstances shall be bound to provide the vehicles for the service requirements of BIRAC.

- 4.02** After the receipt of requisition from BIRAC (either written or telephonic), contractor shall arrange for required vehicle and the same shall report for duty at BIRAC, NEW DELHI Office, or at other specified place, well within the time specified by authorized officer of BIRAC. The delay in reporting beyond 30 minutes from the specified time shall attract Liquidated damages (LD) as per provisions of the contract.
- 4.03** The vehicle provided under the contract must conform to the prescribed technical specification and manned by a competent driver. If it is found that the offered vehicle is not in good condition or does not meet the required technical specifications, then BIRAC may refuse to accept such vehicles on its duties. The decision with regard to acceptance or rejection of vehicle offered by the Contractor shall remain with in charge Logistics, BIRAC and his/her decision shall be final and binding.
- 4.04** Contractor shall arrange to provide a separate duty-sheet / log-sheet (as per BIRAC's prescribed format) for each vehicle for recording the duties performed during the day. It shall be the duty of the Contractor / his driver to ensure that the duty sheet is properly filled-in and signed by the user, and mentioning clearly the name and designation of the user. Any tampering of the log-sheet details, by the contractor or his person shall result in no payment for that vehicle for that day / hours. Besides penalty as prescribed under LD shall be imposed.
- 4.05** The milometer of the vehicle must always be in working condition. In case, any defect gets developed or is noticed and pointed out by authorized officer, then the KM run, as certified by authorized officer shall be considered final and taken into account.
- 4.06** Contractor shall ensure that while the vehicle reports for the day's duty, its fuel tank must be filled up sufficiently for smooth services during the day.
- 4.07** If the vehicle is provided for 4hrs/8 hrs/12 hrs to BIRAC, as the case may be, a suitable tea-break / meal break of reasonable duration shall be allowed to the driver, considering the operational requirement of the vehicle.
- 4.08** Contractor shall depute his authorized representative at specified time at BIRAC office / at any other designated place, in case so required, for receiving operational instructions and to ensure proper job co-ordination for any specific event/meeting.
- 4.09** Any deficiency in service requirements stated in the contract shall attract penalty as per Liquidated damages clause.
- 4.10** It shall be the responsibility of the Contractor to arrange safe and secured parking for his vehicles. During duties and subsequent release, the vehicles shall be parked

by the contractor at a designated place / near to BIRAC's reporting place at his risk & cost.

4.11 No charges "from garage to reporting place"& "vice a versa" shall be admissible for payment if the vehicle is reporting at BIRAC office.

4.12 Contractor shall ensure professional competence, verification of character (through police station), antecedents of his employees / crew members deployed on vehicles under the contract.

4.13 Contractor shall ensure that only skilled driver with sufficient experience in respective trade are deployed on the job to avoid any accident/mishap and are not over- exerted in violation to applicable labour laws.

4.14 The driver deputed under the contract must behave well with BIRAC's personnel and must adhere to given instructions with regard to reporting time / place. Contractor shall have to withdraw such persons who are found to be misbehaving under the influence of intoxicant or whose services are considered detrimental to BIRAC's interests, failing which vehicle shall not be accepted on duty. It will not be binding on BIRAC to justify the reasons for advising such withdrawal of Contractor's persons. It will result into blacklisting of such Contractors personnel

4.15 Contractor shall ensure that his personnel refrain from smoking or carrying any inflammable substance during duty and abide by all the safety rules and applicable codes without exception.

4.17 In case the deployed vehicle develops some defects / breakdowns, and then contractor shall urgently arrange to provide a replacement vehicle of similar specification.

4.18 The contractor shall be responsible for arranging fuel /oil and lubricants for the Cabs provided on hire as and when required. Any work related to operation of the Cab(s) i.e. repair, maintenance, payment of taxes to Central/State Government, municipalities and RTO / ARTO formalities shall be the responsibility of the contractor and the rates include all such statutory payments/formalities

4.19 The contractor shall ensure that no unauthorized man or material is lifted in the Cabs deputed for BIRAC's duty. Violation of the same will attract penalty as prescribed under L.D.

4.20 BIRAC shall not be responsible for safety / security with relation to contractor's Cab / his employees or his any other property

5.0 ACCIDENT / DAMAGES / CLAIMS / LIABILITIES

5.01 BIRAC shall be completely free from any liability whatsoever, in the event of an accident while the vehicle is engaged under contract. Contractor will be fully and exclusively responsible for any damage to his vehicle / property, death / bodily

injury to his personnel or any other person in his employment, or un-authorized persons traveling in the vehicle, including any third party claim. The contractor shall indemnify BIRAC against any such claim / compensation.

5.02 Contractor shall take sufficient insurance coverage, as per RTO rules / regulations, for his vehicles.

6.0 RATES:

6.01 Besides agreed hire-charges, following additional charges / reimbursements shall be payable and regulated as under for each vehicle;

A	Out-station charges	As quoted by the bidder in the Price Bid	For vehicle detained overnight (between 23.00 hrs to 6 hrs), within / outside jurisdiction of BIRAC NEW DELHI.
B	Parking charges	As per actual (on production of original receipt)	Receipt should have the Date & Registration no. of the vehicle.
D	Toll (Road or Bridge) / Entry charges	As per actual (on production of original receipt)	Payment at Toll check-post is responsibility of the Contractor / his driver, which shall be reimbursed subsequently by BIRAC. Receipt should have the Date & Registration no. of the vehicle.
E	Temporary Inter-state Permit Fee / taxes	As per actual (On production of original receipt with Registration No. & Date).	For vehicles sent on duty to other states i.e., outside NCR.

6.02 The Schedule of rates shall be valid for the entire period of contract and shall include all liabilities of the contractor under this contract. BIRAC shall not make any payment other than the agreed hire charges and other charges / reimbursement mentioned specifically here above.

7.00 LIQUIDATED DAMAGES (LD)

BIRAC reserves the right to impose penalties as given hereunder:

Sl. No.	Causes of Penalties	Amount (Rs.)
1.	Failure to provide the vehicle as per the requisition by BIRAC	Rs.1000/- per day
2.	Complaints pertaining to poor quality of service such as delayed arrival at	Rs. 100/- per hr. or part thereof

	the designated stop/place.	
3.	Older model (other than prescribed model)	10% reduction in quoted rate for each day of default.
4.	Complaints pertaining to poor quality of vehicles(both interior & exterior)	Rs 200/-
5.	Misbehavior by staff with the users.	Blacklisting of such Contractor's personnel
6.	Failure of driver to carry the mobile phone	Rs 100/- per day
7.	Any lapse noticed during operation of the present Agreement other than listed in clause of penalties	Rs 200/- per incident.
8.	In case any unauthorized man/material is found in the cab	Rs. 1000/- per incident.
9.	Any tampering of the log-sheet details, by the contractor or his person	Rs. 100/- per log sheet

8.00 STATUTORY RESPONSIBILITIES OF THE CONTRACTOR

Contractor shall comply with the provisions of all laws, rules and regulations and notifications whether central or state or local, as applicable to him or to his contract from time to time, at his cost.

9. PAYMENT AND BILLING

9.01 Contractor shall submit the bills on approved Performa to In-charge Logistics/Administration (in duplicate) on monthly basis for the services provided under the contract. The bills should be submitted by the **25th day of every month**. This shall be scrutinized and checked before passing the bills for payment.

9.02 The payments for all undisputed bills shall be made by BIRAC after scrutiny of the bills normally **within 10 working days** from the date of submission of bills

9.03 Income Tax as per statutory provision shall be deducted from the bills and remitted to Income Tax authorities by Accounts Department of BIRAC. A TDS certificate shall be issued by BIRAC to the Contractor for such deductions.

9.04 BIRAC shall make timely payments only through Electronic Payment Mechanism (viz NEFT/ RTGS /ECS). Bank details have to be provided by the Contractor

9.05 BIRAC shall not be liable for any consequences, whatsoever, in case there is a delay in making payments for any reasons resting with contractor. Further, no interest shall be paid on such delayed payments.

10 WITH HOLDING / RECOVERY FROM PAYMENT

10.01 BIRAC reserves the right to recover from the bills of the Contractor the amount due to BIRAC against any losses and damages including Liquidated Damages or as a result of any claims / compensation or due to any statutory imposition etc. without any notice. BIRAC also reserves the right to withhold any payment to safeguard the interest of BIRAC against any dues for which the decision of the company shall be final.

10.02 In case of any legal disputes, withheld payments shall not be released till the dispute is settled. No interest shall be payable in case of such withheld amounts.

11 Jurisdictions

All the disputes or difference regarding the bid/contract shall be governed by the jurisdiction of the courts situated at New Delhi.