

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687713191084

Contract Generated Date | अनुबंध तिथि: 28-Dec-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4094418](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप: Central Government Ministry   मंत्रालय: Ministry of Railways Department   विभाग: Indian Railways Organisation Name   संगठन का नाम: South Central Railway Office Zone   कार्यालय क्षेत्र: Principal Chief Material Manager Secunderabad	Designation   पद: SrDMM Divn BZA Contact No.   संपर्क नंबर: 0866-2571739- Email ID   ईमेल आईडी: tirupataiah.kumbha@gov.in GSTIN   जीएसटीआईएन: 37AAAGM0289C1ZI Sr. DMM/BZA, OFFICE OF SENIOR DIVISIONAL MATERIALS MANAGER, DRM OFFICE COMPOUND, VIJAYAWADA DIVISION, VIJAYAWADA-520001. email id: srdmmbza@gmail.com. Ph. No.9701373009, 7702773346, KRISHNA, ANDHRA PRADESH-520001, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति: No Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: DRM/BZA Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: Sr.DFM/BZA	Role: BUYER Payment Mode   भुगतान का तरीका: Railways Designation   पद: SrDMM Divn BZA Email ID   ईमेल आईडी: tirupataiah.kumbha@gov.in GSTIN   जीएसटीआईएन: 37AAAGM0289C1ZI Sr. DMM/BZA, OFFICE OF SENIOR DIVISIONAL MATERIALS MANAGER, DRM OFFICE COMPOUND, VIJAYAWADA DIVISION, VIJAYAWADA-520001. email id: srdmmbza@gmail.com. Ph. No.9701373009, 7702773346, KRISHNA, ANDHRA PRADESH-520001, India

Consignee Details   परेषिती विवरण		
S.No   क्र.सं.	Consignee Name & Address   परेषिती नाम & पता	Service Description   सेवा विवरण
1	Contact   संपर्क: -9701373800- Email ID   ईमेल आईडी: satish.sankarp@gov.in GSTIN   जीएसटीआईएन: - Address   पता: Sr. DMM/BZA, OFFICE OF SENIOR DIVISIONAL MATERIALS MANAGER, DRM OFFICE COMPOUND, VIJAYAWADA DIVISION, VIJAYAWADA-520001. email id: srdmmbza@gmail.com. Ph. No.9701373009, 7702773346, KRISHNA, ANDHRA PRADESH-520001, India	Monthly Basis Cab & Taxi Hiring Services - Hatchback; 1500 km X 360 hours; Outstation 24*7

Service Provider Details   सेवा प्रदाता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: D583200001268666 Company Name   कंपनी का नाम: VENKATESWARLU PAMULAPATI Contact No.   संपर्क नंबर: 09347083280 Email ID   ईमेल आईडी: pamulapativenkateswarlu2017@gmail.com Address   पता: 7-11-105, P venkateswarlu, Donkroad Guntur, DONKA ROAD, Guntur, ANDHRA PRADESH-522009, - MSME verified   एमएसएमई सत्यापित: Yes MSME Registration number   एमएसएमई पंजीकरण संख्या: UDYAM-AP-04-0008570 MSE Social Category   एमएसएमई सामाजिक श्रेणी: General MSE Gender   एमएसएमई लिंग श्रेणी: Male GSTIN   जीएसटीआईएन: 37ATLPP0650K1ZC	

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

## Service Details | सेवा विवरण

Service Start Date (latest by) | सेवा प्रारंभ दिनांक (नवीनतम): 08-Jan-2024 Service End Date | सेवा समाप्ति तिथि: 07-Jan-2026

Category Name | श्रेणी नाम: Monthly Basis Cab &amp; Taxi Hiring Services

Billing Cycle   बिलिंग चक्र: monthly		
Description   विवरण	Number of Vehicle(s)	Monthly Base Fare (Per package) inclusive of GST
District	NA	
Zipcode	NA	
Vehicle Type	Hatchback	
Type of car (Please select at least 3)	Maruti Suzuki Swift, Hyundai i10, Tata Tiago	

options)																		
Usage Variant	1500 km X 360 hours																	
Type of Service	Outstation 24*7	4	51900															
Year of Vehicle Model	NOT OLDER THAN FOUR YEARS AS ON DATE OF TENDER OPENING																	
Km Travelled	Upto 25,000 Kms																	
Air Conditioning Requirement	Non-A/C																	
Area of Operation	Plains																	
Fuel Type	Any																	
Duration in Months	24																	
<b>Total Amount (Formula)   कुल राशि (रु०) :</b> ( Number of Vehicle(s)*Monthly Base Fare (Per package) inclusive of GST*Duration in Months )																		
Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)		4982400																
Total Addon Value   कुल एडऑन मूल्य (INR)		0																
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)		4982400																
<b>Amount of Contract   अनुबंध की राशि</b>																		
Total Contract Value Including All Duties and Taxes   सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)		4982400																
<b>SLA Details   एसएलए विवरण</b>																		
<p><b>Service Specific Terms and Condition</b> Of <b>Monthly Basis Cab &amp; Taxi Hiring Services</b></p> <p><b>1 Agreement Overview</b> This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Cab &amp; Taxi Hiring Service provider. The purpose of this agreement is to facilitate implementation of Monthly Cab &amp; 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 <b>Terms and Conditions</b>:</p> <ol style="list-style-type: none"> <li>1. General terms and conditions for Services (GTC);</li> <li>2. Service Specific Terms and Conditions (STC) of the Services contracts shall include the service level agreement (SLA) for the service;</li> <li>3. BID / Reverse Auction specific Additional Terms and Conditions (ATC) as specified by the Buyer.</li> </ol> <p>The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes 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.</p> <p><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:</p> <ol style="list-style-type: none"> <li>1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties</li> <li>2. Present a clear, concise and measurable description of services offered to the buyer.</li> <li>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.</li> <li>4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.</li> </ol> <p>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.</p> <p><b>3 Parties to the Agreement</b> The main stakeholders associated with this agreement are below-</p> <ol style="list-style-type: none"> <li>1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</li> <li>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</li> </ol> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same.</p> <p><b>4 Scope of Services</b> This service deals with hiring of vehicles (including driver and fuel requirements) for a defined but temporary tenure on a monthly basis for local and outstation travel of individuals. Types of Cars: Buyers will have the option to choose the type of vehicle from the following categories:</p> <table border="1"> <thead> <tr> <th>Type of Car</th> <th>Definition</th> <th>Examples</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1. Maruti Suzuki WagonR</td> </tr> <tr> <td></td> <td></td> <td>2. Maruti Suzuki Celerio</td> </tr> <tr> <td></td> <td></td> <td>3. Maruti Suzuki Swift</td> </tr> <tr> <td></td> <td></td> <td>4. Hyundai i10</td> </tr> </tbody> </table> <p style="text-align: center;">This segment includes passenger cars with compact design</p>				Type of Car	Definition	Examples			1. Maruti Suzuki WagonR			2. Maruti Suzuki Celerio			3. Maruti Suzuki Swift			4. Hyundai i10
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Hatchback	in a two-box configuration, and usually a length between 3401 to 3995 mm.	<ol style="list-style-type: none"> <li>5. Hyundai i20</li> <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> </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>1. Maruti Suzuki Ciaz</li> <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>11. Mahindra Bolero</li> <li>12. Mahindra Marazzo</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>1. Mahindra Bolero Camper</li> <li>2. Tata Xenon</li> <li>3. Mahindra Imperio</li> <li>4. Isuzu Dimax</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.	<ol style="list-style-type: none"> <li>1. Toyota Innova</li> <li>2. Toyota Innova Crysta</li> <li>3. Toyota Fortuner</li> <li>4. Ford Endeavour</li> <li>5. Jeep Compass</li> <li>6. Tata Hexa</li> <li>7. Tata Harrier</li> <li>8. Honda CR-V</li> </ol>
		<ol style="list-style-type: none"> <li>1. Toyota Camry</li> <li>2. Honda Accord</li> </ol>

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.	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

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.	1. Mercedes Benz GLC
		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: If the service is procured from the marketplace, the service provider shall provide AC cars. However, if the service is procured through bid creation, the Service Providers may provide the service based on buyer's selection.

Outstation and local travel: For the purpose of this service, local travel would include areas covered within the city limits or up to 50 km of one-way travel, whichever is higher, and outstation would include the areas covering outside the city limits or more than 50 kms of one-way travel, whichever is higher as per buyer requirements. If the buyer avails the services for a 24\*7 requirement, the usage hours selected in the usage variant becomes null and void. It is the responsibility of the service provider to always provide one driver per vehicle as per the requirement, while complying with the Labour Laws.

Usage Variants: Buyers of this service can select from a range of usage variants (bundled km/hour package) depending on their requirements, which are listed below:

- 1200 km x 208 hours
- 1500 km x 260 hours
- 1500 km x 320 hours
- 2000 km x 320 hours
- 2500 km x 320 hours
- 3000 Km x 364 hours

In case the buyer enters its custom variant, the service provider shall provide the service as per these requirements.

Contract Duration: Buyer can avail the service maximum up to 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 and 2019. However, if the buyer requires an ex-showroom model or models older than 2019, they can enter custom requirement.

KM travelled: 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.

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

Add ons

1. Outstation Night charges: For outstation travel, additional night charges shall apply. The service provider shall provide the outstation charges per night. The billing will be done on actual outstation nights availed during the contract period.

2. During the contract period, the Buyer may increase or decrease the quantity of vehicles and contract period upto 25% The payment for extra distance and extra duty hours will be done on basic package rate as under:

1. Extra per km charges - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.5 in case of normal service and 0.4 in case of 24x7 service
2. Extra hour charges - Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4. In case of 24x7 service, no charges for extra hours to be paid

An example of calculation for extra kms illustrated below for reference:

#### Calculation of extra Kms cost for extra 100 Kms beyond package Kms

Normal Service		24X7 Service	
Package 2000Kms X 320 Hrs		Package - 2000 Kms	
Package Cost ( in INR)	50000	Package Cost (in INR)	60000
Per Km cost as per package (Rs. 50000/2000 Kms)	25	Per Km cost as per package (Rs. 60000/2000 Kms)	30
Multiplied by factor 0.5	12.5	Multiplied by factor 0.4	12
Cost for extra 100 Kms	1250	Cost for extra 100 Kms	1200

However, buyer mentioning extra Kms or extra Hour rates in bid will supersede this clause.

#### 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 air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
3. All vehicles should be always in excellent working condition (both internally and externally). 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 odour and any personal belongings of the driver.
4. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
5. 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.
6. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
7. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also always have an active internet connection where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be always reachable during duty hours.
8. 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 deduction as per provisions of the contract.

#### **4.2 Defined Timelines**

1. The Service Provider shall ensure that assigned vehicle and driver report within 24 Hours 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 deductions.

#### **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. The Service Provider shall be solely and exclusively liable for the losses / damages caused by the driver of the Service Provider and shall indemnify the Buyer in case of any such losses / damages.
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.

#### **4.4 Limitations of Service Delivery (if any)**

1. Hiring for this service would mean hiring for monthly basis for both local and outstation travel. The service for the selected month will be deemed to have been completed once the buyer has utilized the monthly usage .

#### **5 Service Provider's Obligation**

1. Service Provider shall ensure he 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/Guidelines/Notifications/Regulations/Orders 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 driver(s), if desired by the Buyer and must ensure prompt replacement of the driver(s) without any additional cost to the Buyer. The drivers 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 deductions then buyer shall have right to make necessary deductions as per the provisions mentioned in the deductions of this document.
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 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. In the event that the vehicles run more than the package kms as mentioned in the order details, the charges for additional km travelled will be paid as per the factor given above.
4. In the event of outstation travel, outstation night charges will be paid to the service provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location.
5. 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.
6. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form 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 the Buyer must immediately inform the Service Provider.

7. Buyer may validate the registration from e-vahan portal for authenticity of the vehicle proposed by the service provider.

8. 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/ deduction 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. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.

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 Deductions**

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 deductions and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Deductions			Remarks
			1st instance	2 <sup>nd</sup> instance	3 <sup>rd</sup> instance	
1	Non deployment of vehicle/driver (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 deduction of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 10% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction 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	Deduction of 3% of particular monthly vehicle hiring cost	Deduction of 5% of particular monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction 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 deduction of 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 8% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction 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 deduction of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
6	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Deduction of 1% of monthly vehicle hiring cost	Deduction of 2% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
7	Misbehaviour by driver/	Any instance	Deduction of Rs.	Deduction of Rs.		After 2 <sup>nd</sup> instance, the service provider

	unacceptable behaviour by driver		1000	2000/-		will have to replace the driver
8	Driver in intoxicated state	Any instance	Deduction 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 at inspection	Deficiencies not addressed after 24 hours of inspection	Deduction of Rs. 500/-	Deduction of Rs. 800/-	Deduction of Rs. 1000/-	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.

## 9 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-

### 9.1 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. The price quoted shall cover all aspects of service delivery.
4. 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.

### 9.2 Payment Cycle

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

### 9.3 Payment Process

1. Payment shall be made only after submission of invoices, non-submission of the same may lead to delay/ deduction in payment.
2. All the deductions/ 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/ online payment mode only and in no circumstance cash/ cheque payment will be made.

## 10 Amendment of Contract

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

1. Amendment of the Contract after event of Force Majeure: In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
2. Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
  - Variation of the Contract as per both parties' consent: The variation in the contract can be done 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

## 11 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 deductions 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.
  - Breach of SLAs: The contract may also be terminated if i) the cumulative deductions 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

$\$total = \$quantity * \$cost * \$duration\_in\_months$

$\$quantity = \text{Number of Vehicle(s)}$

$\$cost = \text{Monthly Base Fare (Per package) inclusive of GST}$

$\$duration\_in\_months = \text{Duration in Months}$

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

Corrigendum | शुद्धिपत्र

Additional Data/Document(s) : Seller | अतिरिक्त डेटा/दस्तावेज़ : विक्रेता

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance With Motor Vehicle Act : [click here](#)
3. Proof Of Document For Ownership Of Vehicles With Service Provider : [click here](#)

4. Proof Of Document For Drivers On Payroll : [click here](#)
5. Work Order For Similar Experience As Proof Of Years Of Experience : [click here](#)
6. Work Order For Similar Experience As Proof Of Vehicle Provided In A Single Contract To A Government Agency In The Past Three Years : [click here](#)
7. Work Order For Similar Experience As Proof Of Vehicle Provided In The Past Year To Government Agencies : [click here](#)
8. Office Registration Certificate For Geographical Presence : [click here](#)

#### ePBG Detail | ईपीबीजी विवरण

Advisory Bank   सलाहकार बैंक :	State Bank of India
ePBG Percentage(%)   ईपीबीजी प्रतिशत (%) :	10.00
The bidder shall furnish ePBG as applicable as per bid's terms and conditions   बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा	

#### Terms and Conditions | नियम और शर्तें

##### 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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**NOTE : The vehicles to be deployed for the official use of DSTE/II/BZA, DSTE/NLR, DSTE/BPP & ADSTE/Tele/BZA**

#### 1.0 Minimum Eligibility Criteria

##### (a) Work Experience:

The bidder should have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar single contract work for a minimum of 35% of the advertised value of the bid.

\* Completed contract includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

Tenderer has to produce supporting documents/Experience certificates as per the format mentioned in [Annexure-E](#).

**Note:** The bidder shall submit details of work executed by them in the prescribed format along with bid for the service contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of contract, actual completion cost and actual date of completion for such contract.

Work experience certificate from private individual shall not be accepted. Certificate from public listed company/private company/Trusts having annual turnover of Rs 500 crore and above subject to the same being issued from their Head office by a person of the company duly enclosing his authorization by the Management for issuing such credentials.

The offer of the bidder who does not enclose experience certificates duly fulfilling the above conditions will be summarily rejected.

##### (b) **Financial Standing:** The tenderers will be qualified only if they have minimum financial capabilities as below:-

(i) **TI- Financial Turnover:** The bidder should have a contractual amount not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year up to the date of opening of the tender. The audited Balance sheet reflecting contractual receipts certified by Chartered Accountant with her/his stamp, signature and membership number for the completed financial years shall be considered.

(a) Audited Balance Sheets clearly indicating financial turnover and Profit & Loss statement for the completed Financial Years should also be submitted supported with Financial turnover certificate ([Annexure-F](#)) issued by Chartered Accountant.

(b) For the current financial year, Provisional Balance Sheet issued by Chartered Accountant, clearly indicating contractual receipts supported by Income Tax Form-26AS, shall be considered.

The offer of the bidder who do not enclose certificates duly fulfilling the above conditions will be summarily rejected.

#### **NOTE:**

- i. Financial Year shall normally be reckoned as 1<sup>st</sup> April to 31<sup>st</sup> March of the Next Year. However, for Turnover Criteria, the Financial Year as applicable to the Company/ Tenderer is to be considered, if it defers from the above.
- ii. Current Financial Year is reckoned as the incomplete Financial Year in which the date of tender submission falls.
- iii. Chartered Accountant statements duly indicating yearly receipts will not be considered until and unless backed by Audited Balance

Sheets or Provisional Balance Sheet with 26AS statement of Income Tax Department.

If the tender is not accompanied by the certificate(s) in support of financial eligibility as above, the tender shall be rejected. No post-tender correspondence will be entertained.

- (ii) **T2-Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts.

*The latest audited balance sheet certified by chartered accountant with his/her stamp, signature and membership number and/or banking reference shall be submitted by the bidder along with bid.*

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise, the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity. Otherwise, the aggregate of the net current assets and submitted banking references will be considered for working out the liquidity. Annexure-P

The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids. Please refer Annexure-O for sample format for banking reference for liquidity.

In case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.

The offer of bidder who do not enclose the certificate(s) in support of liquidity duly fulfilling liquidity conditions will be summarily rejected.

(B) **Financial Bid:** The financial bid consists of schedule of rates: The tenderer has to quote rate in figures in financial bid.

## 2.0 Evaluation of Technical Bid:

### 2.1 Bidder's Credentials:

- 2.1.1 If on the basis of information contained in the first packet, the Tender Committee needs clarification regarding processes, specifications etc.;

communication can be initiated with the bidders. In seeking clarifications, all communications with bidders shall be properly recorded so that an audit trail is maintained. Clarifications shall be confined to the documents/information already submitted by the bidder.

- 2.1.2 The bidders shall submit a certificate in the prescribed format as per Annexure-N for verification / confirmation of the documents submitted for compliance of eligibility / qualifying criteria. Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer.

- 2.1.3 After opening the financial bid, the tender committee shall verify the credentials of the bidder who is declared as the lowest bidder (L1) for their authenticity. In case the credentials of L1 are not found to be in order, their bid shall be treated as technically unresponsive and thus invalid. The process shall be repeated for the next higher bidder till the valid L1 is established. If any document (or copy thereof) submitted by a bidder is found to be false / forged:

- a) The bidder /each partner /member of the bidding firm shall be liable to legal actions apart from punitive actions, as decided by competent authority of Railways. In such an eventuality, the bid (bid) shall also be summarily rejected.
- b) If the contract has already been awarded, or Letter of Acceptance (LOA) has been issued and any, the contract shall be terminated, irrespective of the stage of progress in execution of the work. In such an eventuality, Security Deposit (SD), Performance Guarantee (PG) and partial / full payments otherwise due to the contractor, in respect of the partial / full work executed by the contractor, shall be forfeited by the Railways.
- c) Other punitive actions, like banning the bidder and partners/members of the bidding firm for future dealings with Indian Railways and / or the Government of India may also be taken by the Railway / Govt. of India authorities.

2.1.4 The bidder shall submit along with the Bid document, documents in support of their claim to fulfill the minimum eligibility criteria as mentioned in the bid.

2.1.5 The bidder shall be required to produce self-attested copies of the relevant documents in support of their credentials for being considered during technical evaluation

### EARNEST MONEY DEPOSIT

a) Payment of EMD: Payment of Earnest Money Deposit (EMD) to be done as per GeM Terms and Conditions.

- b) If the tender is accepted, the amount of earnest money deposit will be held as security deposit for the due and faithful fulfillment of the contract. The earnest money of the unsuccessful tenderer will save as herein before provided, be returned to the unsuccessful tenderers but the Railway shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor be liable to pay interest thereon.

c) The Standing Earnest Money Deposit, if any with the Railway will not be considered for the purpose of this Tender.

- d) It shall not be obligatory on the said authority to accept the lowest tender and no tenderer/tenderers shall demand any explanation for the cause of rejection of his / their tender.

e) If the tenderer deliberately gives/tenderers deliberately give wrong information in his/their tender or creates/ create circumstances for the acceptance of his/their tender, the railway reserves the right to reject such tender at any stage.

- f) If a tenderer expires after the submission of his tender or after the acceptance of his tender, the railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the railway shall deem such tender as cancelled, unless the firm retains its character.

g) The earnest money for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful tenderer/ tenderers within a reasonable time. The earnest money deposited by the successful tenderer/tenderers will be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the contractor fails/contractors fail to execute the Agreement Bond or start the work within a reasonable time (to be determined by the Engineer-in-charge) after notification of the acceptance of his/their tender.

h) Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected

i) The authority for acceptance of the tender does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tenderer / tenderers.

j) The Tenderer shall keep the offer open for a minimum period of 80 days from the date of opening of tender, within which period the tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of Earnest Money Deposit for due performance of the foregoing stipulations

1 Tender security cost (EMD) is waived off for those Micro & Small Enterprises (MSEs), and other firms who are exempted as per GeM General tender conditions. The tenderer has to upload/submit documentary evidence for the same along with their bid/offer, failing which the offers will not be considered for claiming the above benefit and will be treated as non-compliance of payment towards requisite Tender Security Amount (EMD) and hence the offer will be treated as invalid.

2 The bidders shall submit a certificate in the prescribed format as per Annexure-N for verification / confirmation of the documents submitted for compliance of eligibility / qualifying criteria. Non submission of the certificate or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer.

3 The tenderer shall submit valid partnership deed in the case of partnership firm, valid Memorandum of Association & Articles of Association in case of Private limited company, and in the case of sole proprietary ship firm valid notarized affidavit to be submitted along with the offer.

#### **4.0 Performance Guarantee (P.G.):**

The procedure for obtaining Performance Guarantee is outlined below:

a) The successful bidder shall have to submit a Performance Guarantee (PG) valuing 10 % of the contract value within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31<sup>st</sup> day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the bidder shall be banned from submission of bids in any Works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform GeM."

In case 60<sup>th</sup> day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

b) The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations up to the determination of the contract.

c) If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.

d) The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 10% of the contract value -

- i. A deposit of cash;
- ii. Irrevocable Bank Guarantee;
- i. Government Securities including State Loan Bonds at 5% below the market value;
- r. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- v. Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- i. A Deposit in the Post Office Saving Bank;
- . A Deposit in the National Savings Certificates;
- . Twelve years National Defence Certificates;
- x. Ten years Defence Deposits;
- x. National Defence Bonds and
- ii. Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of Sr.DFM/BZA/SC Rly (free from any encumbrance) may be accepted.
- . Or any other Firm mentioned in GeM General tender Conditions.

**Note-** The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

- e) The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid upto the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.
- f) The Performance Guarantees (PGs) shall be released after physical completion of the work/ service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on No Claims Certificate" from the contractor. In case any contract provides for warranty/ maintenance clause then 25% of the Performance Guarantee would be retained till the warranty/ maintenance period is over and a certificate to that effect is issued by the Manager.
- g) Whenever the contract is rescinded, the Performance Guarantees shall be encashed/ forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/ partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.
- h) The Manager shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of—
  - i. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.
  - ii. Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Manager.
  - iii. The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

## 5.0 PAYMENTS:

- a) **The payment will be made by the Railway ONCE IN A MONTH ON SUBMISSION OF BILLS duly certified by the Officer-in-charge/Concerned executive and passed by associate accounts officer .The payment will be made through Bank.**

### **Other Terms and Conditions:**

- i. Partnership Deeds, Power of Attorney Etc.:The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may; however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
- ii. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorizing her/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- a. The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall to be signed by such persons as may be legally competent, Association or Society, as the case may be.
- b. The bidder shall give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:
  - 1 Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit.
  - 2 Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim (s) preferred by the firm, sign 'No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.
  - 3 Joint Venture (JV): The Bidder shall submit documents as mentioned in Clause 2.4 toGCC.
- (d) Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.
- (e) Society: The Bidder shall submit (i) self-attested copy of the Certificate of Registration,(ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.

If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., the aforementioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.

After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered.

A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/ Tender conditions

4. Bidder has to Submit a declaration as per Annexure R regarding Employment/Partnership etc. of Retired Railway Employees without which the offer will be summarily rejected.

5. The bidder should submit an undertaking along with the bid that he/she is not under liquidation court receivership or similar proceedings and not bankrupt.

**Other special terms and conditions for vehicle Hiring contracts are mentioned in Annexure AI.**

## **Annexure -AI**

### **1.0 Special conditions as per Comprehensive revised guide lines on provision of vehicles:**

1.1 Vehicle should be registered in the name of Tenderer and should not sublet any part of the contract. However, the Tenderer can have Lease Agreement with the owner of the vehicle/cab aggregator on non-judicial stamp paper for the tenure of the contract, which should be submitted along with the bid. The Tenderer is required to submit the Vehicle registration details along with supporting documents of the vehicle fulfilling the category, specifications etc. It is mandatory for the tenderers to submit documents in fulfilment of conditions as per Para 1.1 & 1.2 ibid along with the tender, failing to submit the same along with the bid, the offer will be summarily rejected.

1.2 Payment of Earnest Money Deposit (EMD) and Performance Guarantee (PG) will be governed by GCC for Services, 2018 and instructions issued by Railway Board from time to time.

1.3 It should be stipulated that the vehicle supplied should be registered as a commercial vehicle. Bids of other than commercial vehicles should be summarily rejected. It should have "Valid Fitness certificate/commercial license" (Permit for Commercial Vehicle shall cover all States in S.C. Railway jurisdiction or as considered necessary by the Department/ Division/ Unit calling the tender from appropriate Regional Road Transport Authority of the concerned State Govt./Union Territory), valid insurance and should meet requirements of pollution standard etc. as per provisions of Motor Vehicle Act and fulfil any other statutory obligations as applicable including all safety approved accessories/ equipment fitted to the vehicle. Driver should have passed a minimum of 10th standard and should possess a valid driving license, Aadhar Card on his name and employee identification card issued by the Contractor at all times.

1.4 The vehicle proposed to be offered on hire should be in good condition and not more than 4 years old, on the date of opening of tender.

1.5 The vehicle should be mechanically sound and shall be well maintained with neat and clean interiors/exteriors. The driver should display good behaviour and be neatly dressed. Smoking and use of cell phone during driving by Driver is prohibited. It is desirable that driver should wear proper neat and clean formal uniform with shoes.

1.6 The contractor/agency participating in the tender should normally be GST compliant regarding registration, filing of returns etc., and shall be fully responsible for the compliance as per GST Act at all times. If the Contractor falls either "below the turnover threshold for GST" or is a "Composition Taxable Person" under the CGST Act, a self-declaration should be enclosed with his offer duly supported by a certificate of turnover from a Chartered Accountant or enclose Form „REG-06" showing as "Composition" under Type of Registration and no GST is applicable for contracts with such persons/firms. GST for vehicle rental/hire services falls under SAC code 9966, as per which, the present applicable rate is 5% (2.5% CGST+2.5% SGST) for Vehicle designed to carry only passengers where cost of fuel is included in the rate. However, if the vehicle is used for transport of men and materials, such as in case of HCV/LCV, the applicable GST would be 18% (9% CGST+ 9% SGST) at present with eligibility for Railways to claim Input Tax Credit (ITC). Where the GST rate is 18%, the Contractor should, along with the bills, be advised that it is mandatory to enclose invoices uploaded into GSTR-1, failing which ITC cannot be claimed by Railways. All Tenderers should enclose with the tender, either the GST registration certificate (REG-06) or a self-declaration of latest turnover attested by Chartered Accountant, failing which the tender shall be considered invalid. Any further changes in GST regulations, in future, shall be adopted accordingly.

1.7 The bidder should submit an undertaking along with the bid that he/she is not under liquidation court receivership or similar proceedings and not bankrupt.

1.8 Contractor shall be responsible for ensuring compliance with the provisions related to Labour Laws (Central/State) as applicable from time to time. The employees of the Contractor shall not be deemed to be employees of the user department/Railway. Hence the compliance of the applicable Acts/Laws will be the sole responsibility of the Contractor.

1.9 All Hired vehicles should be equipped with prescribed emergency medical kit and a fire extinguisher as per statutory provisions.

1.10 The vehicle should be available on all days including holidays.

1.11 In the event of any breakdown, servicing and repairs of vehicles, the Contractor at his own cost shall make alternate arrangements by providing similar or higher class of commercial vehicle(s) for which contract is entered into. The substitute vehicle offered shall not be older than the vehicle under breakdown at any point of time during the currency of contract. Maintenance works on vehicle should be done during off-duty hours by Contractor.

1.12 Contractor shall be fully responsible for any repair, accident, loss, damage to the vehicle and driver. If any fine or penalty is imposed by various authorities such as RTA, Traffic Police etc for any violation such as speed, traffic rules violation etc, the same will have to be borne by the Contractor only. Contractor shall provide detailed contingency plan (in the event of mechanical breakdown etc.) for each vehicle supplied for each area of operation.

1.13 The contractor shall be responsible for providing the vehicles at any point of time in day or night, even at short notice during any urgency/emergency. Hiring for 12 hours in a day can also mean continuous hiring for 12 hours during day or 12 hours during night. Drivers should have live mobile phone connection so that they are contactable whenever required. No advance payment shall be made and all payments released on completion of stipulated service periodically/monthly as stipulated.

1.14 Along with tender, bidders should be advised to enclose the list of ongoing vehicle hire contracts with Railways, Other Central Government Departments, State Government and PSUs in the same city/location/agglomeration with details of Contract Period, rate per month, Vehicle Class, Model and brand, Fuel (Diesel/Petrol/ LPG/CNG/Electric/Hybrid), procurement cost (ex-showroom price) etc. Submission of this statement, even if Nil, shall be mandatory enclosure to the tender failing which the offer will be summarily rejected. This is included so that tender committee may keep this additional data in view while deciding the reasonableness of the offer received or to break the tie.

1.15 Payment of bill will be processed by concerned Executive on submission of proper invoice along with log sheet and passed by Associate Accounts Officer.

1.16 In any month, run can be more or less than the scale of Number of KM/month but shall not exceed cumulative KM mentioned in the table 4. Payment will be made on monthly basis as per accepted monthly rate irrespective of actual KM run in that month. No further variation in KM is either allowed or to be paid.

1.17 Normally, hiring shall be on the basis of 12 hours per day. In case, on any day, vehicle was utilized for more than 12 hours on exceptional/ emergency requirement, relaxation to that extent may be provided in subsequent days to the Contractor/firm.

1.18 PVC is not applicable to the tender.

1.19 A Log Book for each vehicle shall be maintained by the Contractor for the hired vehicles. The KM utilized shall be entered in it on daily basis to ensure proper accountal and payment at the end of every month/specified period. It is the responsibility of the official using the vehicle to keep the log book up to date and the vehicle is used for the official duties/works. Statement of entries as per Log Book should be enclosed with the bills submitted for payment by the service provider/contractor duly counter signed by the official to who/under whose custody the vehicle is placed except that in case of vehicles hired for DRMs/PHODs/AGM/GM, this statement shall be countersigned by nominated officer in the secretariat. In case of pooled vehicles, Secretary to PHOD or ADRM or nominated in charge Gazetted Officer will sign the Log Book/statement sent with bills thereof, as the case may be.

1.20 It shall be stipulated in the tender/agreement that the vehicle contract can be short closed with three months' notice, if the post of the officer is surrendered or the officer opts for drawl of transport allowance or any other administrative reason (except unsatisfactory service, which will be as per Para 1.16 above). In this regard, the following conditions shall be included in the tender:

1.21.1 The Railway has liberty to short close the contract with any or all of the service providers normally with three months' notice without assigning any reason. However, in case service provider wants to short close his services, he will have to serve 4 months advance written notice.

1.21.2 The contract for the vehicles hired can also be terminated with a short notice of 15 days on account of unsatisfactory services at the discretion of the Officer in charge of hiring of vehicles. The unsatisfactory service shall mean and include the non-compliance of any of the obligations by the service provider, as given in this agreement and/or under the penalty clauses of the agreement or repeated breach.

1.21.3 In case of any dispute of any kind, the Contractor/ Agency shall abide by the decision of the controlling authority or Nodal Officer or Buyer in charge of hiring of the vehicle as the case may be.

2.3 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

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

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