

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687767627196

अनुबंध तिथि | Contract Generated Date : 12-Mar-2024

## संगठन विवरण | Organisation Details

प्रकार | Type : State Government  
मंत्रालय | Ministry : -  
विभाग | Department : Rural Development Department Uttar Pradesh  
संगठन का नाम | Organisation Name : N/A  
कार्यालय क्षेत्र | Office Zone : Sahjanwa

## खरीदार विवरण | Buyer Details

पद | Designation : Accountant  
संपर्क नंबर | Contact No. : 0554-4436275-  
ईमेल आईडी | Email ID : buycon615.rddup.up@gembuyer.in  
जीएसटीआईएन | GSTIN : -  
पता | Address : Sahjanwa vikash Khand Sahjanwa, GORAKHPUR, UTTAR PRADESH-273001, India

## वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : No  
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval : Accountant  
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : Block Development Office

## भुगतान प्राधिकरण विवरण | Paying Authority Details

Role : PAO  
भुगतान का तरीका | Payment Mode : Internet Banking  
पद | Designation : PAO  
ईमेल आईडी | Email ID : buycon152.pr.up@gembuyer.in  
जीएसटीआईएन | GSTIN : -  
पता | Address : Sahjanwa vikash Khand Sahjanwa, Gorakhpur, UTTAR PRADESH-273001, India

## परोक्षिती विवरण | Consignee Details

| क्र.सं.   S.No | परोक्षिती नाम & पता   Consignee Name & Address  | सेवा विवरण   Service Description  |
|----------------|---|---|
| 1              | संपर्क   Contact : 0554-4436275-<br>ईमेल आईडी   Email ID : buycon615.rddup.up@gembuyer.in<br>जीएसटीआईएन   GSTIN : -<br>पता   Address : Sahjanwa vikash Khand Sahjanwa, GORAKHPUR, UTTAR PRADESH-273001, India | Monthly Basis Cab and Taxi Hiring Service - Without Fuel - SUV; Mahindra Bolero; 2022; 0-25,000 kms; A/C; 8 |

## सेवा प्रदाता विवरण | Service Provider Details

जेम विक्रेता आईडी | GeM Seller ID : D130200001318026  
कंपनी का नाम | Company Name : M/S NIRYAT GROUP  
संपर्क नंबर | Contact No. : 08115501839  
ईमेल आईडी | Email ID : sales@niryatgroup.com  
पता | Address : Ramgarh Road, Jalalpur, Jalalpur, Jalalpur, Ambedkar Nagar, UTTAR PRADESH-224149, -  
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-UP-04-0004511  
एमएसई सामाजिक श्रेणी | MSE Social Category : General  
एमएसई लिंग श्रेणी | MSE Gender : Female  
जीएसटीआईएन | GSTIN : 09GOLPS0460B1ZV

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

## सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 19-Mar-2024

सेवा समाप्ति तिथि | Service End Date : 12-Feb-2025

श्रेणी नाम | Category Name : Monthly Basis Cab and Taxi Hiring Service - Without Fuel

बिलिंग चक्र | Billing Cycle: weekly

| विवरण   Description                           | Number of Vehicle  | Monthly Rental without fuel (Inclusive of GST) |
|---|--|--|
| Vehicle Type                                  | SUV  |  |
| Type of car                                   | Mahindra Bolero  |  |
| Year of Vehicle Model                         | 2022   |  |
| Vintage in KM                                 | 0-25,000 kms   |  |
| Air Conditioning                              | A/C  |  |
| Engagement Hours per Day                      | 8  |  |
| Fuel to be provided by Buyer                  | Through their own arrangement. Not in service provider scope |  |
| Driver Required                               | Yes  |  |
| Type of Terrain                               | Plain  |  |
| Fuel type of vehicle                          | Diesel   |  |
| Duration in Months within the Contract Period | 11   |  |
| Estimated KMS to be traveled in a month       | 25,000   |  |

कुल राशि (रुद्र) | 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)   | 306076.1  |
| कुल ऐडऑन मूल्य   Total Addon Value(INR)  | 0         |
| ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)  | 306076.10 |
| <b>अनुबंध की राशि   Amount of Contract</b>   |           |
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR) | 306076.1  |

#### एसएलए विवरण | SLA Details

**SERVICE STC  
SPECIAL TERMS AND CONDITIONS FOR  
Monthly Basis Cab and Taxi Hiring Service (Without Fuel)**

#### 1. Preamble

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 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.

#### 2. Objectives and Goals

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.

#### 3. Parties to the Agreement

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.

#### 4. Scope of Services

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 usually a length between 3401 to 3995 mm. | 1. Maruti Suzuki WagonR  |
|                |  | 2. Maruti Suzuki Celerio |
|                |  | 3. Maruti Suzuki Swift   |
|                |  | 4. Hyundai i10           |
|                |  | 5. Hyundai i20           |
|                |  | 6. Tata Tiago            |
|                |  | 7. Datsun Go             |
|                |  | 8. Tata Bolt             |
|                |  | 9. Hyundai Santro        |
|                |  | 10.Tata Indigo           |
| 1. Honda Amaze |  |                          |

|                 |   |                                |
|-----------------|---|--------------------------------|
| Sedan           | This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.   | 2. Maruti Suzuki Dzire         |
|                 |   | 3. Tata Tigor                  |
|                 |   | 4. Hyundai Xcent               |
|                 |   | 5. Ford Aspire                 |
|                 |   | 6. Volkswagen Ameo             |
|                 |   | 7. Tata Zest                   |
|                 |   | 8. Nissan Sunny                |
|                 |   | 9. Toyota Etios                |
|                 |   | 1. Maruti Suzuki Ciaz          |
| 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. | 2. Honda City                  |
|                 |   | 3. Volkswagen Vento            |
|                 |   | 4. Toyota Corolla              |
|                 |   | 5. Hyundai Verna               |
|                 |   | 6. Skoda Rapid                 |
|                 |   | 1. Maruti Suzuki Ertiga        |
| 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.   | 2. Maruti Suzuki Vitara Brezza |
|                 |   | 3. Mahindra Scorpio            |
|                 |   | 4. Maruti Suzuki XL6           |
|                 |   | 5. Ford Ecosport               |
|                 |   | 6. Hyundai Creta               |
|                 |   | 7. Renault Duster              |
|                 |   | 8. Mahindra TUV300             |
|                 |   | 9. Mahindra XUV300             |
|                 |   | 10. Mahindra XUV 500           |
|                 |   | 1. Mahindra Bolero Camper      |
| 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   | 2. Tata Xenon                  |
|                 |   | 3. Mahindra Imperio            |
|                 |   | 4. Isuzu Dimax                 |
|                 |   | 1. Toyota Innova               |
|                 |   | 2. Toyota Innova Crysta        |
| Premium SUV/MUV | This segment includes SUV/MUVs intended to provide passengers with increased comfort, a higher level of equipment and increased   | 3. Toyota Fortuner             |
|                 |   | 4. Ford Endeavour              |

perception of quality than regular SUVs and length between 4300 to 4800 mm.

5. Jeep Compass
6. Tata Hexa
7. Tata Harrier
8. Honda CR-V
1. Toyota Camry
2. Honda Accord
3. Mercedes Benz E Class
4. BMW 3 Series

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.

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: 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-vahan 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 costof the particular vehicle | Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of monthly vehicle hiring costof 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 costof 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 hiringcost 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 at inspection                | Deficiencies not addressed after 24 hours of inspection                   | Penalty of Rs. 500/-  | Penalty of Rs. 800/-  | Penalty of Rs. 1000/-  | After 3 <sup>rd</sup> instance, the buyer may continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.                            |

### 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\*\*\*\*\*

#### ईपीबीजी विवरण | ePBG Detail

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

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

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