

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687703531338

अनुबंध तिथि | Contract Generated Date : 16-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4732894](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Railways विभाग   Department : Railways Public Sector Undertakings संगठन का नाम   Organisation Name : RITES Limited कार्यालय क्षेत्र   Office Zone : Rites Ltd	पद   Designation : JGM Civil संपर्क नंबर   Contact No. : 022-27812491-102 ईमेल आईडी   Email ID : vijaykumar2@rites.com जीएसटीआईएन   GSTIN : 27AAACR0830Q1Z6 पता   Address : VAT 741/742, 4th Floor, Tower No. 7, International Infotech Park, Vashi Rly. Stn. Complex, Vashi, Navi Mumbai, THANE, MAHARASHTRA-400703, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative : Regional-Head/GGM(C)/WRPO अनुमोदन : Approval : वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : DFO/AGM/FIN/WRPO/PU-Mumbai/Vashi/Navli M umbai	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : PAO Bengaluru ईमेल आईडी   Email ID : rakeshgupta1@rites.com जीएसटीआईएन   GSTIN : 29AAACR0830Q1Z2 पता   Address : SUB REGIONAL OFFICE, FAIR FIELD LAYOUT, RACE COURSE ROAD, Bengaluru, Bangalore, KARNATAKA-560001, India

परिष्ठी विवरण   Consignee Details		
क्र.सं.   S.No	परिष्ठी नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : r1k5sh.kr@rites.com जीएसटीआईएन   GSTIN : - पता   Address : House No 101-102, 100 ft Road, Pratap Nagar, DUNGARPUR, RAJASTHAN-314001, India	Monthly Basis Cab & Taxi Hiring Services - SUV; 2000 km x 360 hours; Outstation

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : CB5F210001923108 कंपनी का नाम   Company Name : Kishor Meghwanshi संपर्क नंबर   Contact No. : 08890236445 ईमेल आईडी   Email ID : kishorbimla5194@gmail.com पता   Address : 294, Sanod, Sanod, Ramdev mandir ke pass, sanod, Ajmer, RAJASTHAN-305601, - एमएसएमई चंजीकरण संख्या   MSME Registration number : UDYAM-RJ-01-0037570 एमएसई सामाजिक श्रेणी   MSE Social Category : SC एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN : 08D5HPM9875F1Z1	

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

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 18-Mar-2024

सेवा समाप्ति तिथि | Service End Date : 17-Sep-2024

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

बिलिंग चक्र   Billing Cycle: monthly		
विवरण   Description	Number of Vehicle(s)	Monthly Base Fare (Per package) inclusive of GST
District	NA	46895
Zipcode	NA	
Vehicle Type	SUV	
Type of car (Please select at least 3 options)	Mahindra TUV300, Mahindra Scorpio, Mahindra Bolero, Mahindra Bolero Neo	
Usage Variant	2000 km x 360 hours	
Type of Service	Outstation	
Year of Vehicle Model	2021	
Km Travelled	Upto 50,000 Kms	
Air Conditioning Requirement	A/C	
Area of Operation	Hilly + Plain Area	

Fuel Type	Any			
Duration in Months	6			
<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b> ( Number of Vehicle(s)*Monthly Base Fare (Per package) inclusive of GST*Duration i n Months )				
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			562740	
कुल ऐडऑन मूल्य   Total Addon Value(INR)			0	
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)			562740	
<b>कर द्विभाजन   Tax Bifurcation</b>				
विशिष्ट   Particular	जीएसटी   GST (5%)	जीएसटी उपकर 1   GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST	जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1
Monthly Basis Cab & Taxi Hiring Services	26797.14	0	-	-
<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)			562740	
<b>एसएलए विवरण   SLA Details</b>				
<b>Service Specific Terms and Condition</b>				
<b>Of</b>				
<b>Monthly Basis Cab &amp; Taxi Hiring Services</b>				
<b>1 Agreement Overview</b>				
This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Cab & Taxi Hiring Service provider. The purpose of this agreement is to facilitate implementation of Monthly Cab & Taxi Hiring Service from the Buyer's premises or any other premises designated by Buyer. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.				
The Services contracts placed through GeM shall be governed by following set of <b>Terms and Conditions</b> :				
1. General terms and conditions for Services (GTC);				
2. Service Specific Terms and Conditions (STC) of the Services contracts shall include the service level agreement (SLA) for the service;				
3. BID / Reverse Auction specific Additional Terms and Conditions (ATC) as specified by the Buyer.				
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.				
<b>2 Objectives and Goals</b>				
The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:				
1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties				
2. Present a clear, concise and measurable description of services offered to the buyer.				
3. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified.				
4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.				
The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.				
<b>3 Parties to the Agreement</b>				
The main stakeholders associated with this agreement are below-				
1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed				
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement				
The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same.				
<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:				
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		

		<ul style="list-style-type: none"> <li>7. Datsun Go</li> <li>8. Tata Bolt</li> <li>9. Hyundai Santro</li> <li>10. Tata Indigo</li> </ul>
Sedan	This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	<ul 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> </ul>
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.	<ul 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> </ul>
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.	<ul 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> </ul>
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	<ul 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> </ul>
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.	<ul 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> </ul>
	This segment includes passenger vehicles with luxury	<ul style="list-style-type: none"> <li>1. Toyota Camry</li> <li>2. Honda Accord</li> <li>3. Mercedes Benz E Class</li> <li>4. BMW 3 Series</li> </ul>

Luxury Sedan	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  1. Mercedes Benz GLC 2. BMW X3 3. Audi Q5
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.	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.

- All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
- 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.
- The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
- 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.
- 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**

- 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.
- Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
- Delay in arrival beyond 30 minutes, shall attract deductions.

#### **4.3 Service Assumptions**

- 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.
- 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.
- 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.
- The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
- 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.
- 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.
- 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.
- 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)**

- 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**

- 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.
- Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.
- 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.
- 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.
- 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.
- 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.
- The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer.
- 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.
- 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.
- 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.
- 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.
- 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.
- The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
- 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**

- The location for reporting shall be provided by the buyer to the service provider.
- 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.
- 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.
- 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.
- 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.
- 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.
- Buyer may validate the registration from e-vahan portal for authenticity of the vehicle proposed by the service provider.
- 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/ unacceptable behaviour by driver	Any instance	Deduction of Rs. 1000	Deduction 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	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 = Number of Vehicle(s)

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

\$duration\_in\_months = Duration in Months

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

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

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](#)
9. Audited Financial Statement/statutory Auditor Certificate : [click here](#)

## ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

NA

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

NA

## आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

## नियम और शर्तें | Terms and Conditions

### 1. General Terms and Conditions-

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

### 2. Buyer Added Bid Specific Terms and Conditions-

#### 2.1 Generic

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

#### 2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

### ADDITIONAL TERMS AND CONDITIONS FOR VEHICLE TENDER

1. **The contract shall be valid for a period of 6 months which will be starting from 14<sup>th</sup> March 2024 up to 14<sup>th</sup> Sep t 2024.** The Vehicles will be used by the official deployed for the Railway Electrification project of RITES in Rajasthan and Gujarat State with Head Quarter at Dungarpur Rajasthan. The project site is scattered in more than 210 Km. However, the movement of the vehicle can be beyond 210 km as per requirements of RITES. This vehicle is for External and Internal Uses in Rajasthan & Gujarat state.
2. The vehicle should not be older than 2021 model and also should be in good fettle, mechanically sound and decently maintained with neat and clean seat covers etc.
3. The contractor shall be responsible for providing the vehicle at any time, even at short notice. The services should be available round the clock.
4. The hired vehicles will be used by RITES officer/Staff deployed in RE Project work Udaipur -Himmatnagar Section. Vehicle to be provide for Address: RITES LIMITED, Dungarpur Site Office, C/o Sunil Modi, Modi Niwas, Rajpur Ward No.1, Near Dungarpur Railway Station, Dungarpur, 314001 Rajasthan.
5. The contractor shall ensure that the tanks of all Vehicles supplied are fully filled-up with diesel/petrol/CNG before these are sent for duty, and also the vehicle shall be equipped with Fast tag facility with sufficient balance.
6. Vehicle must carry proper sticker of 'Govt. of India' on front and back side.
7. During the currency of contract, vehicle cannot be used for any other purpose except for RITES.
8. The contractor shall ensure that all drivers have live mobile phone with Live internet connection so that they are contactable whenever required.
9. The driver provided by the contractor should be suitably dressed, well-mannered and well acquainted with the area. He shall attend the duty on time in proper and clean dress and with valid driving license.
10. Bills for supply of cars for any month along with signed duty slips and Log- Sheets by the user shall be preferred in the first week of the following month for payment.
11. The contractor shall ensure that vehicles and the drivers are dedicated to the officer with whom vehicle is attached and changed only with their prior consent and with advance notice of at least 3 days, except in emergencies. Frequent changing of drivers of and bringing drivers from far off places without proper knowledge of roads and driving skill shall not be resorted to.
12. The penalty for some of the defaults is as under:
  - a) Late reporting - 100/-Per day.
  - b) Non-reporting - 1000/- Per day
  - c) Refusal of duties - 500/-Per instance
  - d) Change of drivers without prior intimation/  
Providing improper drivers - 500/- per instance
  - e) In case of non-reporting the per day rent for Vehicle on pro-rata basis will be deducted apart from the above penalty

13. The contractor shall have to submit a list of all cars/car proposed to be supplied by them indicating their Make, Registration No., Model and type of fuel consumed by each car along with their letter of acceptance of this offer.
14. The contractor shall be fully responsible for safe running of vehicle. RITES will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver
15. RITES Administration in no case is responsible for any legal matter arising of any State/Central Govt. laws in the matter of employment of the driver by owner of the vehicle or in respect of any other matter.
16. Minimum wages to the driver and other statutory obligations shall be met by the contractor at his own cost.
17. The contractor in addition to the indemnity provided by law shall indemnify the RITES administration against all liability whatsoever to pay compensation under Workmen Compensation Act as amended from time to time in respect of any accident/injury to any labour employed by him under this contract or compensation in respect of any claim arising out of or in the course of employment under this contract.
18. The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the permission in writing of RITES. Any breach of this condition shall entitle RITES to rescind the contract and also render the contractor liable for payment to RITES of any loss or damage arising or ensuing from such cancellation.
19. The vehicle should be insured against accident etc. as per rules and statutory obligations of transport ministry.
20. The quantities shown in the schedule are approximate and meant to give the tenders/s an idea of the quantities of work involved. RITES reserves the right to add/delete any item/s and to increase/decrease the quantities by 25% or at least one Vehicle and vehicle can be extended further up to 3 months in the same terms & conditions if required.
21. The total Security Deposit amount will be deducted to 5% of the tender value of work. Security Deposit a sum at the rate of 5% of gross amount of each running bill and final bill will be deducted. As soon as Contract period is ended and after releasing of final bill payment, on request of the contractor the Security Deposit money will be released.
22. All Bidders has to submit EMD 2% of the estimated Bid value in prescribed format of GEM. All MSME vendor will be exempted from EMD. This clause of ATC will supersede GEM clause.
23. The selected L1 Bidder has to submit Performance Security - EPBG 5% of the contract value in prescribed format of GEM. EPBG has to be reached to Finance & Accounts of department of RITES Ltd. of WRPO at Vashi, Navi Mumbai office before First RA bill processing. This clause of ATC will supersede GEM clause.
24. Notwithstanding anything contained in the other clauses of the agreement, In the event of unsatisfactory service or any failure/breach at any time by the contractor of the terms and provision of the agreement, the contract shall be terminated forfeiting the deposits i.e., PBG/SD etc. of the contractor and contractors shall have no claim whatsoever against the RITES administration in consequence of such termination of contract.
- 25 (a) The vehicle shall normally be made available by the Contractor for all days in a month irrespective of Saturdays, Sundays and other holidays, as per requirement of office.
- (b) The average running of vehicle may be up to 2000 kms. (As applicable) in a month (monthly basis) and the duty hours may also exceed the limit of 360 hours in a month (monthly basis). Payment for extra Kms and extra hours, if any will be payable monthly:
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 - Package 2000Kms X 320 Hrs, Package Cost (in INR) = 50000, Per Km cost as per package (Rs. 50000/2000 Kms) = 25, Multiplied by factor 0.5 = 12.5, Cost for extra 100 Kms= 1250
- 24x7 Service - Package - 2000 Kms, Package Cost (in INR) =60000, Per Km cost as per package (Rs. 60000/2000 Kms) = 30, Multiplied by factor 0.4 =12, Cost for extra 100 Kms= 1200. However, buyer mentioning extra Kms or extra Hour rates in bid will supersede this clause.]
- 3. Night allowance for night stay at outstation tours shall be paid at Rs. 300/- (Including GST) for each night duty. Whenever the vehicle is required only for night duty and Night duty time starts after 10 PM.**
26. GST tax registration number is mandatory for all bidders and to be included in the tender document.
27. On an average, one weekly rest day/Leave for driver must be ensured, may be on Sunday or any other day as per requirement of vehicles, so that he will avail four/five rest days every month depending upon number of days in a particular month. In this way he will work 26/27 days in a particular month, irrespective of Saturday, Sunday and other Holidays, as per requirement of office. In case of driver availing leave or vehicle failure, replacement driver/replacement vehicle must be available on all days of the month. If any reason vehicle or driver is not available then replacement vehicle and/or driver shall be made available accordingly. If in case of any reason vehicle not provided by vendor then penalty as per Clause-11 will be applicable. Even if driver does not get any weekly rest in week or work on a gazetted holiday, he will not be paid extra. Thus, extra payment would be paid only if the monthly mileage/hours were more than 2000 Kms/360 hours. If driver takes rest day/leave after a week then vendor has responsibility to arrange and provide another driver for working purpose if required by RITES project team.
- (a) All challans, traffic violations shall be at the cost of the vehicle supplier.
- (b) Rate includes all Taxes, fuel Cost, License Fee, Permit Driver Wages, Repair & Maintenance except GST, Toll Tax & Parking Fee.
28. Vehicles should preferably have GPRS tracking system for monitoring of vehicles.
29. Normal; duty hrs. of driver will be from 8.00 A.M to 8.00 PM even if he works more than 12 hrs. on any day, he will not get extra Hrs. unless otherwise the total working hrs. exceeds 360 hrs. in a particular month. The timing of the twelve (12) hrs. period of working may vary based on actual requirement of RITES Administration on a day-to-day basis.
30. Vehicles shall not be older than 3 years. Vehicle should be in good condition at time of hiring and vehicle will be inspected by office manager before starting of the services.
31. Once the contract awarded to vendor/ contract that deployment schedule will be given based on the actual requirement. The vendor should deploy the vehicle only on instruction of RITES officers.
32. Vehicle shall report as per direction of user either to office or as directed by official. The starting Kms and Time of vehicle shall be recorded at the time of reporting. No Extra Kms or Time will be payable for the movement from the garage to the place of duty. The recording of the starting and ending Kms and Time for the day shall be responsibility of the driver.

**SPECIAL CONDITIONS FOR HIRING OF VEHICLES (Part II)**

1) Driver of the vehicle shall be equipped with all the up to all the date papers/ relevant valid RTO documents the vehicle such as driving license, registration and insurance papers like RC Book insurance certificate, PUC, fitness certificate and all the taxes, levies fees etc., paid up to date etc., The vehicles deployed on the job should be fit all respect for operation in accordance with the prevailing motor vehicles act and rules, amended from time to time./ The contractor shall be exclusively and solely responsible for any lapse in this regard and RITES stands completely indemnified by the contractor against such defaults.

2)The contractor shall be liable to honor Central and State Govt. Laws, statutory rules, regulations, notifications like legislation, local self govt. Municipal requirements etc., and shall be solely responsible for any breach thereof, RITES stand indemnified against any penalty/prosecution consequent to the violation (deliberate or inadvertent) by the contractor or his employees, representatives etc., of such statutory provisions in force.

3)Any fine imposed on the contractor by RTO any other Govt. Rules or for any other reason (of whatsoever nature it may be) shall be paid by the contractor and no compensation on this account shall be paid by the RITES or reimbursed in any way. No liability shall be accepted by RITES for such loss sustained by the contractor.

4)Contractor shall ensure that all the meters particularly the kilometer and devices of vehicles are in proper conditions. In case any defects are pointed out by the RITES authority repairs and replacements should be carried out immediately by the contractor at his own cost, failing which kms, certified by the officer using the vehicle shall be final and no claim shall be entitled.

5) No accommodation/transportation will be provided to the driver by RITES. He has to make his own arrangement for lodging and boarding.

6) The contract shall be valid for a period of 06 months. However, RITES reserves the right to extend/reduce the scope of contract with same Terms & Condition and rates, In terms of Clause-10 of the contract. RITES also reserves the right to terminate the contract if the services of the contractor are not up to the satisfaction of Engineer in charge of the Project.

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

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