

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687763234547

अनुबंध तिथि | Contract Generated Date : 28-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4751043](#)

अनुसूची नाम | Schedule Name: Schedule 1

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central Government मंत्रालय   Ministry : Ministry of Finance विभाग   Department : Department of Revenue संगठन का नाम   Organisation Name : CBIC CENTRAL BOARD OF INDIRECT TAXES & CUSTOMS कार्यालय क्षेत्र   Office Zone: DC AC OF GST AND CEX COIMBATORE I DIVISION	पद   Designation : RAVIKUMAR V संपर्क नंबर   Contact No. : 0422-2306442- ईमेल आईडी   Email ID : shanmugarap.c119801@gov.in जीएसटीआईएन   GSTIN : - पता   Address : 1441 ELGI BUILDING, GROUND FLOOR, TRICHY ROAD, COIMBATORE, TAMIL NADU-641018, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: ASSISTANT COMMISSIONER वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : ASSISTANT COMMISSIONER	Role: DDO भुगतान का तरीका   Payment Mode: PFMSOffline पद   Designation : AODDO ईमेल आईडी   Email ID : murugaswams.d088801@gov.in जीएसटीआईएन   GSTIN : - पता   Address: 1441 ELGI BUILDING, GROUND FLOOR, TRICHY ROAD, Coimbatore, TAMIL NADU-641018, India

परोक्षिती विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 0422-2306442- ईमेल आईडी   Email ID : shanmugarap.c119801@gov.in जीएसटीआईएन   GSTIN : - पता   Address : 1441 ELGI BUILDING, GROUND FLOOR, TRICHY ROAD, COIMBATORE, TAMIL NADU-641018, India	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 km x 320 hours; Local 24*7

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : 1ZE2210002152230 कंपनी का नाम   Company Name : LAKSHMI TRAVELS संपर्क नंबर   Contact No. : 09043004455 ईमेल आईडी   Email ID : laxmitravels72@gmail.com पता   Address : no.909-910,LAKSHMI TRAVELS,METTUPALAYAM ROAD,COIMBATORE, Coimbatore, TAMIL NADU-641001, - एमएसएमई चंजीकरण संख्या   MSME Registration number : UDYAM-TN-03-0023336 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 33ABTPR5499N1ZG	

\*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): 01-Apr-2024 सेवा समाप्ति तिथि | Service End Date : 31-Mar-2025

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	38750.000
Zipcode	NA	
Vehicle Type	Sedan	
Type of car (Please select at least 3 options)	Honda Amaze, Maruti Suzuki Dzire	
Usage Variant	2000 km x 320 hours	
Type of Service	Local 24*7	
Year of Vehicle Model	2021, 2022, 2023, 2024	
Km Travelled	Upto 25,000 Kms	
Air Conditioning Requirement	A/C	
Area of Operation	Plains	
Fuel Type	Petrol	
Duration in Months	12	

कुल राशि (सूत्र)   Total Amount (Formula) : ( 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)	465000															
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0															
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	465000															
अनुबंध की राशि   Amount of Contract																
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	465000															
मूल्य विभाजन की पेशकश की   Price Break up offered : <a href="#">प्राइज ब्रेक अप ऑफर किए गए दस्तावेज लिंक</a>   <a href="#">Price Break up offered Document link</a>																
एसएलए विवरण   SLA Details																
<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>: 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.</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: 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.</p> <p><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.</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 rowspan="10">Hatchback</td> <td rowspan="10">This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.</td> <td>1. Maruti Suzuki WagonR</td> </tr> <tr> <td>2. Maruti Suzuki Celerio</td> </tr> <tr> <td>3. Maruti Suzuki Swift</td> </tr> <tr> <td>4. Hyundai i10</td> </tr> <tr> <td>5. Hyundai i20</td> </tr> <tr> <td>6. Tata Tiago</td> </tr> <tr> <td>7. Datsun Go</td> </tr> <tr> <td>8. Tata Bolt</td> </tr> <tr> <td>9. Hyundai Santro</td> </tr> <tr> <td>10. Tata Indigo</td> </tr> </tbody> </table>		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
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														

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>
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.	<ol 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> <li>5. Audi A4</li> <li>6. Volvo S 90</li> <li>7. Jaguar XE</li> <li>8. Lexus ES</li> <li>9. Skoda Superb</li> </ol>

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

1. Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser) : 50
2. Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser) : 50
3. Minimum years (up to 5 years) of experience in related field : 5
4. Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years : 50
5. Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies : 50
6. Scope of Work : [click here](#)

### ईपीबीजी विवरण | ePBG Detail

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

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

### Terms and conditions

- 1. The period of service contract shall be 12 months including Saturday, Sundays and closed Holidays. The vehicle is to be hired for a period of 12 months 01/04/2024 to 31/03/2025.**
- 2. The vehicle provided by the contractor on hire will be with driver who must be in proper white uniform and should have a valid driving license and should follow the protocol of the department. Each driver should be provided with a mobile phone by the contractor and the same mobile number must be available with the driver on duty.**
- 3. The drivers should not be addicted to alcoholism or substance abuse, and shall under no circumstances be under the influence of intoxicating drinks or substances while on duty.**
- 4. Bidder should have the garage / Office within the limit of 5kms radius from the office premises, the office of the Assistant / Deputy Commissioner, CGST & Central Excise, Coimbatore-I Division.**
- 5. The Department shall not make any payment other than agreed Hire charges. The hiring charges shall not be liable to upward revision during the contact period.**
- 6. The hiring charges for each vehicle shall be inclusive of driver's salary, allowances, vehicle maintenance and repair charges, fuel charges and all other sundry vehicle related expenses and taxes, but inclusive of GST.**
- 7. The service provider shall also provide driver in addition to vehicles provided through tender under contract and all responsibility of driver will lie on service provider.**
- 8. Payment towards GST by the department shall be subject to submission of satisfactory proof of GST payment for the previous payment cycle.**
- 9. The vehicle should be registered as commercial vehicle and must be a new one in excellent condition, neat, clean and mechanically fit. The make must be 2021,2022,2023 and used kilometers should not exceed 25000kms. The contractor must provide the vehicle towels, air-fresheners and other requirements on regular basis which present the vehicle in good looking and running condition shall be arranged by the service provider on regular basis. Though it is the responsibility of the service provider, the department retains the right to furnish the same and deduct such expenses, if required.**
- 10. The exteriors and interiors of the vehicles shall be free from commercial endorsements, advertisements and slogans, and social, cultural or religious symbols, icons, images, and sayings.**
- 11. The service provider shall not change any vehicle and/or driver once deployed, without the approval of the department, without knowledge and consent of the department.**
- 12. In addition to the factory fitted accessories, the vehicles deployed under this contract shall be equipped with the following (i) Clean good quality seat covers (ii) Floor carpet (iii) rubber floor mat (iv) Reading light at rear, on demand (v) Car air freshener (vi) Car Mobile charger (vii) Tamil Nadu Neighboring State's Road Map (viii) fire extinguisher (ix) Torchlight and (x) Umbrella**
- 13. Each vehicle shall be provided with at least two sets covers, preferably of white colour, and changed once a week or when they are soiled, whichever is earlier.**
- 14. The vehicles shall be free from overhead carriage stand.**
- 15. The vehicle should fulfill the legal obligations as prescribed by the state Transport authorities like payment of Road Tax etc. All requirements under various statutory laws must**

be compiled with. Any default will be at the liability of the contractor and this department shall not be liable in any matter whatsoever.

16. The department shall be at liberty to use all the facilities available with each vehicle unrestrained and unhindered.

17. The duty point is the office of the Deputy/ Assistant Commissioner, CGST & Central Excise Coimbatore-I Division or any other place, intimated from time to time.

18. The fuel and oil for the vehicle will be provided by the contractor. Other costs like insurance, repairs, maintenance and any other charges have to be borne by the contractor. The contractor and drivers shall be bound to carry out the instructions of officer(s) in-charge concerned from time to time.

19. The vehicle should be parked at the department or at the choice of the officer to whose office the vehicle is attached after the duty is over throughout the period of contract. The driver should be available on call of the officer using the vehicle for 24 x 7 days.

20. The driver must be literate & well behaved. They must follow Traffic Rules & regulations prescribed by the Govt. from time to time.

21. It is the responsibility of contractor that if the assigned driver is on leave, a replacement shall be provided so as to ensure there is no disruption of service.

22. It is the responsibility of the contractor to ensure that the vehicles are fitted with appropriate seat belt, clean white cotton seat covers, fresheners, musical CDs/ USBs.

23. Comprehensive Insurance of the vehicle and the risk of passenger travelling in the vehicles should be covered by the contractor to the extent of liability as specified in the Motor Vehicles Act and Rules made there under or any other law in force.

24. The vehicle will run for 2000 KM per month. The unutilized mileage will be carried forward to the next month and this will be continued till the end of contract period i.e one year. The unutilized mileage, thus carried forward, shall be adjusted against the extra mileage, if any, run by the operator in excess of 2000 KMs per month.

25. The vehicles will be hired from a single contractor or from multiple contractors and the discretion of the Head of the Office is final in this regard.

26. Copies of the Registration Certificate should be enclosed to the technical bid.

27. The contract between the Department and the contractor can be cancelled with a notice of 15 days from the department side. However the department may cancel the contract without giving the above said notice in case of severe failure of the contractor to abide by the terms of agreement. The vendor, however, shall have to give three months notice for cancellation/ withdrawal from the contract.

28. Any authorized user of the department has the right of returning the vehicle if he is not satisfied as to the plying condition of the vehicle or any one of the ground as mentioned above. In such cases, penalty of Rs. 1,800/- per day or actual cost of hiring of a similar vehicle will be deducted from the contractor pending bill payments.

29. The contractor shall also be responsible for providing a suitable replacement immediately if the car breaks down. In the event of failure to provide such replacement as stated above, the office of the Deputy/ Assistant Commissioner, CGST & Central Excise Division Coimbatore-I shall have the right to recover/claim Rs.1,800/- per day towards penalty or the actual cost incurred for making alternate arrangement which is more and such deduction shall be made from pending bills of the vendor or from the earnest money deposit, whichever is available for adjustment.

30. The responsibility for the safety and security of the car provided solely lies with the contractor. It is the contractor's absolute responsibility to take care of any damage for repairs caused to his vehicle during the operation of the contract.

31. To facilitate easier scrutiny of bills, the following details are required in trip sheet:

- a. Reporting time and place
- b. Opening Balance

**c. Closing Kilometer**

**d. Place of Closing**

**e. Time of Closing**

**f. Signature of the user**

**32. Bill should be submitted on monthly basis before 3rd of the every month with all supporting vouchers and the payment will be normally made within 45 days from the date of submission of the bills after deducting TDS as applicable. The log book should be maintained perfectly well and should be endorsed by the officer using vehicle for each and every entry without fail.**

**33. Though the department makes endeavour to make timely monthly payments to the service provider, in the event of delay in payments by the department especially between January to March, on account of budgetary constraints, the service provider shall be financially sound enough to provide services under these terms and conditions.**

**34. Engagement of the service provider under this contract does not in any way confer any right in the service provider or the persons deployed under this contract or state government office or public sector undertaking.**

**35. Failure by the contractor to comply with any statutory requirement and / or the terms of the agreement during the period of the contract shall result in recovery of penalty and in case of repeated failure, termination of the contract and subsequent disqualification from participation in any future tender of the department shall be done. The Contractor is responsible for the vehicle and the Head of Office -cum- the office of the Deputy/ Assistant Commissioner, CGST & Central Excise Coimbatore-I Division is not responsible for any violation and is not binding on the Head of Office-cum-, the office of the Deputy/ Assistant Commissioner, CGST & Central Excise Division Coimbatore-I Division.**

**36. The contractor to whom the contract is awarded, shall submit a refundable performance guarantee of 5% of the total contract value for the vehicle supplied within one week of award of contract. The deposit shall be interest free. Performance guarantee may be given by way of an irrevocable Bank Guarantee of equivalent amount.**

**37. In case the contractor withdraws or the department terminates the contract for violation of terms and conditions and / or deficiency in services during the period of contract, the additional expenses in hiring a new contractor on temporary arrangement or till the time of appointing a regular contractor through a similar tender process, will be adjusted against the performance guarantee provided by the successful bidder.**

**38. The officer in-charge or the staff of the office may inspect the vehicle from time to time to ensure that the vehicles are maintained in good condition.**

**39. In case of non-compliance of the above terms and conditions of the contract, a penalty may be levied as under:**

**a) Late reporting Rs.150/- per day**

**b) Non-reporting Rs.1,800/- per day**

**c) Refusal of duties Rs.500/- per day and additionally the penalty as per clause 17 of this document.**

**d) Non-observation of dress code Rs.200/- per instance.**

**e) Non availability of cell phone of the driver Rs. 100/- per day of default.**

**40. No request for escalation of rates will be entertained for whatsoever reason during the current contract. The earnest money will be forfeited along with the due payments if contractual obligation is not performed.**

**41. A log-book should be maintained and should be signed by the user of the vehicle. The contractor should submit the duly filled in log sheet signed by the controlling officer with whom the vehicle has been assigned along with the bill on monthly basis.**

**42. The Contractor must have a valid PAN and appropriate TDS would be deducted on the payment.**

43. The department shall not be responsible for damages of any kind for any mishap/accident/injury caused to the vehicles / driver while performing duty for this office. All liabilities legal or pecuniary shall be borne by contracting firm.

44. Notwithstanding any of the conditions stated above, the department reserves the right of altering any of the conditions mentioned above or imposes new conditions at the time of finalization of contract.

45. The Head of Office-cum- the office of the Deputy/ Assistant Commissioner, CGST & Central Excise Coimbatore-I Division reserves the right to cancel the contract at anytime without assigning any reason. Service provider will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to him for services performed, the same would be paid as per contract terms. In case of any dispute, the decision of the Head of Office-cum- the office of the Deputy/ Assistant Commissioner, CGST & Central Excise Coimbatore-I Division shall be final.

46. No night charges separately (apart from as paid for extra hour of duty) will be paid.

47. The office of the Deputy/ Assistant Commissioner, CGST & Central Excise Coimbatore-I Division reserves the right to accept or reject any part of the tender or whole tender, without assigning any reason.

48. The contract is valid for a period of 12 months with effect from 01.04.2024 to 31.03.2025.

49. A List of drivers whom would be deployed on duty along with the valid driving license no's have to be provided to the office of the Deputy/ Assistant Commissioner, CGST & Central Excise Coimbatore-I Division. No driver should be changed unless uniform the officer to whom the driver reports is apprised.

50. The bidder should inform the office of the Deputy/ Assistant Commissioner, CGST & Central Excise Coimbatore-I Division biodata of all the drivers who would be deployed on duty.

51. Declaration from the bidder on their letter head stating that the drivers provided are of good character, have police verification, have valid driving license and are aware of the roads of Coimbatore well.

52. Sub-letting of Contract is been prohibited.

2.3 Buyer Added Bid Specific ATC:

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

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

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