

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687757429607

अनुबंध तिथि | Contract Generated Date : 05-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4529190](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central Government मंत्रालय   Ministry : Ministry of Railways विभाग   Department : Indian Railways संगठन का नाम   Organisation Name : East Coast Railway कार्यालय क्षेत्र   Office Zone: OFFICE OF PCMM	पद   Designation : DSTE WAT संपर्क नंबर   Contact No. : 891-2882282- ईमेल आईडी   Email ID : aste@wat.railnet.gov.in जीएसटीआईएन   GSTIN : 37AAAGM0289C1ZI पता   Address : Office of the Sr. DSTE, DRM Office Complex, Dondaparthi, Visakhapatnam-530004, VISAKHAPATNAM, ANDHRA PRADESH-530004, 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 Approval: DRM/WAT वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Sr.DFM/WAT	Role: BUYER भुगतान का तरीका   Payment Mode: Railways पद   Designation : DSTE WAT ईमेल आईडी   Email ID : aste@wat.railnet.gov.in जीएसटीआईएन   GSTIN : 37AAAGM0289C1ZI पता   Address: Office of the Sr. DSTE, DRM Office Complex, Dondaparthi, Visakhapatnam-530004, Visakhapatnam, ANDHRA PRADESH-530004, India

परेशिली वलवरण   Consignee Details		
क्र.सं.   S.No	परेशिली नाम & पता   Consignee Name & Address	सेवा वलवरण   Service Description
1	संपर्क   Contact : 891-2882282- ईमेल आईडी   Email ID : aste@wat.railnet.gov.in जीएसटीआईएन   GSTIN : 37AAAGM0289C1ZI पता   Address : Office of the Sr. DSTE, DRM Office Complex, Dondaparthi, Visakhapatanam-530004, VISAKHAPATNAM, ANDHRA PRADESH-530004, India	Monthly Basis Cab & Taxi Hiring Services - MUV; 1600 KMS PER MONTH; Outstation 24*7

सेवा प्रदाता विवरण   Service Provider Details
जेम विक्रेता आईडी   GeM Seller ID : 9RKH200001814556 कंपनी का नाम   Company Name : HEMANTH ENTERPRISES संपर्क नंबर   Contact No. : 08500635591 ईमेल आईडी   Email ID : jagan14311@gmail.com पता   Address : DR NO 27-10-88,,AUTO NAGAR, SRINAGAR,,KARNAV ANIPALEM, GAJUWAKA,, Visakhapatnam, ANDHRA PRADESH-530044, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-AP-10-0006678 एमएसई सामाजिक श्रेणी   MSE Social Category : OBC एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 37DMDPB9001C1ZN

\*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): 08-Apr-2024	सेवा समाप्ति तिथि   Service End Date : 07-Apr-2027
श्रेणी नाम   Category Name : Monthly Basis Cab & Taxi Hiring Services	

बिलिंग चक्र   Billing Cycle: monthly		
विवरण   Description		Monthly Base Fare (Per package) inclusive of GST
District	NA	159900
Zipcode	NA	
Vehicle Type	MUV	
Type of car (Please select at least 3 options)	Mahindra Bolero Camper, Tata Xenon, Mahindra Imperio, Isuzu Dmax	
Usage Variant	1600 KMS PER MONTH	
Type of Service	Outstation 24*7	
Year of Vehicle Model	2023	
Km Travelled	Upto 25,000 Kms	
Air Conditioning Requirement	Non-A/C	

Area of Operation	Hilly + Plain Area																
Fuel Type	Diesel																
Duration in Months	36																
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)			2156400														
कुल एडऑन मूल्य   Total Addon Value(INR)			0														
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)			2156400														
अनुबंध की राशि  Amount of Contract																	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य  Total Contract Value Including All Duties and Taxes(INR)			2156400														
मूल्य विभाजन की पेशकश की   Price Break up offered : <a href="#">प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक</a>   Price Break up offered Document link																	
एसएलए विवरण   SLA Details																	
<div>Service Specific Terms and Condition Of Monthly Basis Cab &amp; Taxi Hiring Services</div> <div><div>1 Agreement Overview</div><p>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.</p><p>The Services contracts placed through GeM shall be governed by following set of <b>Terms and Conditions</b>:</p><ol style="list-style-type: none"><li>General terms and conditions for Services (GTC);</li><li>Service Specific Terms and Conditions (STC) of the Services contracts shall include the service level agreement (SLA) for the service;</li><li>BID / Reverse Auction specific Additional Terms and Conditions (ATC) as specified by the Buyer.</li></ol><p>The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede 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><div>2 Objectives and Goals</div><p>The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:</p><ol style="list-style-type: none"><li>Provide clear reference to service ownership, accountability, roles and responsibilities of both parties</li><li>Present a clear, concise and measurable description of services offered to the buyer.</li><li>Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified.</li><li>To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.</li></ol><p>The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.</p><div>3 Parties to the Agreement</div><p>The main stakeholders associated with this agreement are below-</p><ol style="list-style-type: none"><li>Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</li><li>Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement</li></ol><p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same.</p><div>4 Scope of Services</div><p>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.</p><p>Types of Cars: Buyers will have the option to choose the type of vehicle from the following categories:</p><table><tr><th>Type of Car</th><th>Definition</th><th>Examples</th></tr><tr><td rowspan="9">Hatchback</td><td rowspan="9">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></table></div>				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
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		9. Hyundai Santro															

		10. Tata Indigo
		1. Honda Amaze
		2. Maruti Suzuki Dzire
		3. Tata Tigor
		4. Hyundai Xcent
Sedan	This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	5. Ford Aspire
		6. Volkswagen Ameo
		7. Tata Zest
		8. Nissan Sunny
		9. Toyota Etios
		1. Maruti Suzuki Ciaz
Premium Sedan	This segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually a length between 4000 to 4600 mm.	2. Honda City
		3. Volkswagen Vento
		4. Toyota Corolla
		5. Hyundai Verna
		6. Skoda Rapid
		1. Maruti Suzuki Ertiga
		2. Maruti Suzuki Vitara Brezza
		3. Mahindra Scorpio
		4. Maruti Suzuki XL6
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.	5. Ford Ecosport
		6. Hyundai Creta
		7. Renault Duster
		8. Mahindra TUV300
		9. Mahindra XUV300
		10. Mahindra XUV 500
		11. Mahindra Bolero
		12. Mahindra Marazzo
		1. Mahindra Bolero Camper
MUV	This segment includes vehicles for transport of passenger and material with a seating capacity of 3 besides driver with an open loading capacity in the back for 1 to 1.25 MT	2. Tata Xenon
		3. Mahindra Imperio
		4. Isuzu Dimax
		1. Toyota Innova
		2. Toyota Innova Crysta
		3. Toyota Fortuner
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.	4. Ford Endeavour
		5. Jeep Compass
		6. Tata Hexa
		7. Tata Harrier
		8. Honda CR-V
		1. Toyota Camry
		2. Honda Accord
		3. Mercedes Benz E Class
		4. BMW 3 Series
Luxury Sedan	This segment includes passenger vehicles with luxury design in a three-box configuration, intended to provide top level of comfort and highest perception of quality and length between 4500 to 5200 mm.	5. Audi A4
		6. Volvo S 90
		7. Jaguar XE

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.	8. Lexus ES
		9. Skoda Superb
		10. Skoda Octavia
		1. Mercedes Benz GLC
		2. BMW X3
		3. Audi Q5
		4. Jeep Grand Cherokee
		5. Land Rover Discovery Sport
		6. Jaguar F Pace
		7. Volvo XC 60
		8. Mitsubishi Montero

Ac and Non-AC Requirement: If the service is procured from the marketplace, the service provider shall provide AC cars. However, if the service is procured through bid creation, the Service Providers may provide the service based on buyer's selection.

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

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

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

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

Contract Duration: Buyer can avail the service maximum up to 5 years.

Year of Vehicle Model: The buyer can also select the year of vehicle model required to guarantee quality of the vehicle provided. The buyer can choose from models of 2022, 2021, 2020 and 2019. However, if the buyer requires an ex-showroom model or models older than 2019, they can enter custom requirement.

KM travelled: The buyer shall also specify the range of km travelled for the vehicle so as to guarantee quality. The buyer may choose from ranges starting from 0 km up to 1 lakh km run by the vehicle.

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

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

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

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

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

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

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

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

#### 4.1 Service Details and Standards

1. All vehicles provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
2. All vehicles provided shall be air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
3. All vehicles should be always in excellent working condition (both internally and externally). The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odour and any personal belongings of the driver.
4. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
5. The vehicle deployed shall be parked at the Buyer's/ User's premises after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/ User.
6. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
7. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also always have an active internet connection where google maps

can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be always reachable during duty hours.

8. The drivers of the vehicles deployed should maintain polite & courteous behaviour towards the buyer/ passenger. "Misbehaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract deduction as per provisions of the contract.

#### **4.2 Defined Timelines**

1. The Service Provider shall ensure that assigned vehicle and driver report within 24 Hours of confirmation of order or as mutually agreed with the Buyer.
2. Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
3. Delay in arrival beyond 30 minutes, shall attract deductions.

#### **4.3 Service Assumptions**

1. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract.
2. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
3. The Buyer shall be entitled to use the vehicle within the scope of service specified under this contract and at no time during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Buyer.
4. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
5. The drivers/ staff provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws will be the sole responsibility of the service provider.
6. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle. The Service Provider shall be solely and exclusively liable for the losses / damages caused by the driver of the Service Provider and shall indemnify the Buyer in case of any such losses / damages.
7. The buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider.
8. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk.

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

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

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

1. Service Provider shall ensure he level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
2. Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.
3. The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in off duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to the buyer.
4. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act.
5. The service provider shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Buyer on actual basis as paid by the service provider.
6. The service provider must ensure that all necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
7. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer.
8. In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
9. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules/Guidelines/Notifications/Regulations/Orders shall rest with the service provider only and the buyer will not be liable in any manner.
10. The Service Provider shall not deploy or shall discontinue deploying the driver(s), if desired by the Buyer and must ensure prompt replacement of the driver(s) without any additional cost to the Buyer. The drivers being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
11. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the service provider.
12. In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke deductions then buyer shall have right to make necessary deductions as per the provisions mentioned in the deductions of this document.
13. The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
14. The Service Provider will deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

#### **6 Buyer's Obligations**

1. The location for reporting shall be provided by the buyer to the service provider.
2. The toll charges, parking fee or entry taxes payable locally or outstation shall be reimbursed by the Buyer to the Service Provider on actual basis as paid by the service provider.
3. In the event that the vehicles run more than the package kms as mentioned in the order details, the charges for additional km travelled will be paid as per the factor given above.
4. In the event of outstation travel, outstation night charges will be paid to the service provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location.
5. The Buyer/ passenger must immediately report to the designated representative of the Service Provider any problems, complaints, incidents, or accidents that occur during the trip, including any form of inappropriate behaviour/ improper uniform by the driver.
6. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form the buyer/ passenger. If the driver of the vehicle communicates directly with the Buyer/passenger (either by telephone, in writing or verbally, and either before, during or after a trip) to make alter or change the nature of service provided the Buyer must immediately inform the Service Provider.
7. Buyer may validate the registration from e-vahan portal for authenticity of the vehicle proposed by the service provider.
8. Price Variation Clause:  
"It is advisable to include Price Variation Clause in the long-term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

#### **7 Service Tracking**

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analysing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the

same may lead to a fine/ deduction on either party.

#### 7.1 Logbook

1. The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the buyer. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.

#### 7.2 Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.

2. The Service Provider shall maintain a compliant register in the vehicles for the complaints by the passenger travelling in the vehicle.

### 8 Deductions

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such deductions and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Deductions			Remarks
			1st instance	2 <sup>nd</sup> instance	3 <sup>rd</sup> instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 10% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Deduction of 3% of particular monthly vehicle hiring cost	Deduction of 5% of particular monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
4	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 8% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
5	Breakdown of vehicle during trip (replacement provided)	Replacement provided within to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a deduction of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
6	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Deduction of 1% of monthly vehicle hiring cost	Deduction of 2% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
7	Misbehaviour by driver/ 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.

After 3<sup>rd</sup> instance, the buyer may continue to impose the same deduction as imposed for 3<sup>rd</sup> instance.

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/-
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## 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. Geographic Presence in States : Andhra Pradesh, Odisha & Chattisgarh
2. Scope of Work : [click here](#)

### 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. Work Order For Similar Experience As Proof Of Years Of Experience : [click here](#)
5. Proof Of Document For Drivers On Payroll : [click here](#)
6. Work Order For Similar Experience As Proof Of Vehicle Provided In The Past Year To Government Agencies : [click here](#)
7. Office Registration Certificate For Geographical Presence : [click here](#)
8. Audited Financial Statement/statutory Auditor Certificate : [click here](#)
9. 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](#)

## ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	IDBI Bank
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

## 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 Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

## 2.3 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

FA&CAO/ECOR/BBS

Account No.

0031102000036661

IFSC Code

IBKL0000031

Bank Name

IDBI BANK LTD

Branch address

SIRIPURAM BRANCH

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

## 2.4 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 2.5 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 2.6 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

## EAST COAST RAILWAY: WALTAIR DIVISION

## SPECIAL CONDITION FOR HIRING OF VEHICLE

1. The total basic cost of Rs. 20,86,811/- (Rupees Twenty Lakhs Eighty Six Thousand Eight Hundred Eleven only) is assessed on the following basis :-

## Schedule-A:

Sl. No	Description of work	Approx.Qty.	Unit	Departmental Estimated		Ref.
				Rate	Amount (Rs)	
1.	Hiring of one number of road vehicle i.e. Tata 207 DIEX or equivalent (Multi Utility) (Non AC) for departmental use of SSE/TELE/RGDA in WAT division for a period of 3 years/36 months.					
	Hiring charges for 36 months (including driver and toll gate charges)	36	Month	45528	16,39,008	Variable rate as per quoted rate by the bidder.



Total:	16,39,008
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#### **Schedule-B:**

Sl. No	Description of work	Quantity	Unit	Rate	Amount (Rs.)	
1	Fuel reimbursement @ 13 Km/Litre (Monthly - 1600 kms) (Total : 1600x36 =57600)	4430.76	Per Litre	98.81	437803	Fixed rate for the bid but to be reimbursed as per market rate.
2	Driver Night halt charges @Rs.100/- per night	100	Per Night	100	10000	
Total					4,47,803	
Total schedule value (A+B)=					20,86,811/-	

- a. Km travelled/Run by vehicle per month will be paid as per log book certified Km though basic cost has been estimated taking 1600 Km per month. The above assessment is approximate and meant for the calculation of total value of contract only. The Railway may advise to supply more or less number of vehicles of different category in a month and more/less than above mentioned Kms. in a month as per the requirement. The above said variations to the number of vehicles and running km of vehicle under items above shall be covered under the stipulated clause on variation vide general condition of contract.

**Note-1.** Bidder should submit the rate including cost of GST.

**Note-2. :** Rental charges of vehicle will vary according to lowest eligible bid price .The cost of fuel is fixed amount in this bid will be reimbursed as per market rate vide item no 10 of special condition of hiring of vehicle. The tenderer shall not quote his offer for reimbursement of fuel and night halt charges.

**Example:** Quoted Bid price -Rs. 18,76,391/-

Less cost of fuel (fixed amount in bid) =4,47,803/-

So cost of hiring of vehicle=Rs. 18,76,391 - 4,47,803=Rs.14,28,588/-

Cost of hiring of vehicle per month (Including salary of driver+ cost of repairs of the vehicle, taxes etc) =14,28,588/36 months= Rs.39,683/-

- Special condition of hiring of vehicle will supersede other all general conditions.
- The tenderer(s)/firm is/are to read carefully the Special Condition of hiring of vehicle & other terms and conditions attached herewith before quoting the rates.
- The lump-sum monthly charges in item 1 include all major/minor repairs, servicing of vehicles, cost of wear and tear, cost of uniforms of drivers and any other consumable required from time to time, drivers salary and allowances as per Government rules & labour laws, GST, all taxes, toll charges, parking charges, duties, incidental charges, all detentions charges, penalties etc. as imposed by central/state/local government bodies for running of vehicles payable by the contractor(s) including parking charges, toll tax, entry tax whenever required etc.
- Night Halt charges at the rate of Rs. 100/- per night will be paid to the contractor concerned. (Contractor need not to submit rate for this item separately). Night halt charge shall be permitted when vehicle is outside limit of used/halted jurisdiction of the respective unit for any amount of period during the 22.00 hrs. and 6.00 hrs.
- Every vehicle may be allowed with two off days per month for maintenance of vehicle which will be fixed by the officer using the vehicle.
- The tenderer will have to pay salaries to drivers through Bank Account. Copies of documents regarding EPF,ESI and other allowances if any paid to the engaged staff shall be submitted in this office before claiming the bills.
- Penalties @ Rs.1000/- (Rupees one thousand) per day for non reporting of vehicles will be deducted from the bill of the contractor.
- Payment will be made monthly.
- Cost of diesel will be reimbursed at a prefix mileage per liter as given below. Reimbursement shall be done on the basis of Km. certified by the in-charge/user/authorized officer of the vehicle.

Brand	Fuel reimbursement
Tata 207 DI EX/ OR Equivalent Non-AC	1 L/13 Km.

The variation of the diesel price (over the estimated price) to be reimbursed at the rate TAKEN FROM [WWW.MYPETROLPRICE.COM](http://WWW.MYPETROLPRICE.COM) where the vehicle is supposed to run for ordinary or normal variety of diesel on the 15th of the month for which the contractor has to submit at least one copy of bill from such outlets of 15th of the month. Reimbursement to full quantity for that month shall be made at the rate given in the bill submitted by the contractor. However, the contractor will be free to use any grade or type of HSD of any brand from any outlet.

11. The vehicles normally shall be used by the Railway/kept with the Railway for 24 hours in a day and used as per the instruction of the User i.e., SSE/TELE/RGDA.
12. The vehicle, if required may move out of the nominated places to any place of Andhra Pradesh/Odisha/Chhattisgarh and remain for days together as per the requirement of the User (Railway Officer). During such period the vehicle is required to be stabled at a place desired by the User, may be in open space. The vehicle shall remain under the custody of the Driver only and Railway shall not bear the responsibility of any damage or loss to the vehicle.
13. In no case, the Railways shall provide any accommodation food nor allowance of any kind to the Driver.
14. All the parking, toll taxes and any other charges are to be borne by the contractor. For this purpose necessary fast-tag to be provided a small amount of money may be kept by him with the drivers so that necessary payment may be made by the drivers at the time of need.
15. The completion period of the work is approximately 36 (Thirty six) months from the date of acceptance. The contract can be extended by Railway Administration as per requirement. The railway however reserves the right to close the contract earlier also without assigning any reasons and without liability on Railway administration.
16. The firm/travel agency should be a registered one and should furnish the documents of valid registration detail along with the tender documents.
17. If the vehicle is out of order an alternative vehicle of good shape/condition will be temporarily made available within reasonable time by the contractor(s) to the railway failing to which a penalty of Rs.1000/- per day will be imposed. Penalty for not providing the vehicles in time, inability in providing alternative vehicles during breakdown and subsequent inconvenience to service shall be Rs.1000/- on each of such default upon report of the dissatisfaction by the user department/officer. The deduction will be made from the bill.
18. The vehicle should be new one OR The vehicle should not be older than 2023 year model.
19. Normal maintenance Kit, first-aid box, one torch light and one umbrella shall be always made available with the vehicle by the contractor.
20. The vehicle should be made readily available at all times with the Drivers, fuel and all necessities etc.
21. Necessary alternative drivers and roster of Drivers etc. should be arranged for this purpose without any extra payment. Drivers shall have neat uniforms and shall be adequately trained and have valid Driving License. The vehicles should be maintained neat and tidy.
22. In case of the vehicle is detained out of station over night, the Railway will not provide any accommodation to the Drivers. The Contractor should account this for.
23. Income tax and surcharge as applicable will be recovered from each bill.
24. The vehicle will move as per instruction of SSE/TELE/RGDA which shall be notified, to the Contractor.
25. The contractor is responsible for safe running of the vehicle, Railway will not be responsible for any damage or accident to the vehicle.
26. The Railway reserves the right to increase/decrease number of vehicles in operation in any proportion/magnitude at any stage without assigning any reason on day to day basis and details of which should be sought in advance by the contractor from the authorized representative of the Railway.
27. In case of public strike/bandh, Railway shall not be liable to make any payment towards retention charges for the period of absence nor will be liable for any other claim.
28. The Railway is at liberty to reject the vehicles found defective or unsuitable or not road worthy during duty time in which case the contractor will be liable for all consequence of penalty as per item no.8 above.
29. All vehicles shall be that are registered as commercial vehicles. All relevant documents pertaining to the vehicles and their drivers such as registrations, license, insurance and pollution control etc. shall be valid and current at all time confirming to Motor Vehicle Act-1988 and its up to date amendments.
30. The Driver's salary and other element of wage are inclusive of the rate to be quoted by the contractor and is to be borne by the contractor. He shall follow all rules and regulations of court and all labour laws should be taken care of in his contractual obligations. Railway shall have all right to inspect the documents in this regard and witness payments.
31. The agency/contractor should intimate the address with telephone/Cell Nos. to the nominated officer by Railway Administration and other users of the vehicles including the authorized representative of Railway. His nominated representative should be available round the clock to the railway for communications. In case the contractor does not have a phone/fax special courier shall be sent at the address of the contractor and for which Rs.100/- shall be deducted from the contractor's bill on each such occasion.
32. The contractor(s) should carry small minor modifications to the vehicles as and when required by the administration to be used in a lawful manner, for which no payment shall be made.
33. The Driver should have sufficient knowledge of roads and should not refuse to carry out the orders of the user.
34. LPG fuelled vehicles shall not be permitted.
35. In case of any contradiction between General Conditions of Contract and Special Conditions of Contract, the later shall prevail.
36. No escalation of rates will be allowed in this contract under any circumstances.
37. The vehicle shall be required to run on Railway construction/maintenance sites in difficult terrain and even on Non-motorable roads to the extent of Railway's requirement.

38. On acceptance of tender, the contractor/supplier shall be advised about the user officer, specific type and numbers of vehicles by a schedule. Bills for use of the vehicles shall be preferred to the user who shall check these bills and arrange for payment as per the procedure. For all intents and purposes, the user shall be the client and shall represent the railway administration. Payment of hire charges will be made after due verification of log book & necessary certification by the Railway officials after due internal checks as required. The log book shall be under the custody of the user/Railway officer.
39. No mileage will be allowed to drivers for lunch/breakfast or for drawl of lubricant/diesel etc.
40. It is to be ensured by Tenderers/Contractor that tanks of vehicles are filled up before these are sent for duty.
41. The vehicle should be made readily available at all times with the Drivers, fuel and all necessities etc. The driver attached to the vehicle should be smart, well behaved, polite and well mannered and in a clean clothes. Complete bio-data of the driver shall have to be submitted. The driver should be provided with mobile phones (having both incoming & outgoing facilities) by the contractor/vehicle suppliers so that they may be contacted as and when required. The driver should be fully acquainted with the roads of areas under East Coast Railway jurisdiction. In case of misbehavior/disobedience by driver his services will be discontinued and a new driver should be replaced immediately. In case of non-compliance of above, the Contractor will be liable for penalty as per item no.8 above.
42. The responsibility lies on contractor, to educate the vehicle driver to take necessary precautions while negotiating Un-manned level crossing, foot paths special restricted area etc.
43. If the driver along with the vehicle report for duty but does not perform or refuse to perform duty then the case will be treated as unauthorized and non reporting.
44. The contractor indemnify the Railway against any or all claims which may arise under the Motor Vehicle Act or Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, Minimum Wages Act or any other act or statute having bearing over the service and engagement of Workmen, directly or indirectly for performance of work under the contract.
45. The contractor shall indemnify the Railway and its employees against any penalties as Principal employer, for any failure of the contractor to honour various Central/State Govt laws/enactments which are in operation or will be enacted in future. As such, the Contractor should always abreast the laws of the land being enacted by the Central, State & Local Self Government.
46. Any fine imposed on the contractor by RTO, Commissionerate Police or any other Govt. authority due to non observance of Govt. rules or 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 Railway or reimbursed in any way. No liability shall be accepted by the Railway for such loss sustained by the contractor.
47. The Driver's salary and other element of wage are inclusive of the rate to be quoted by the contractor and is to be borne by the contractor. He shall follow all rules and regulations of court and all labour laws should be taken care of in his contractual obligations. Railway shall have all right to inspect the documents in this regard and witness payments. Payment to the driver shall be responsibility of the contractor.
48. The Tenderer should issue identity cards to all Drivers incorporating the photographs and signature of the concerned Driver. The Identity Card should be under the signature of the Tenderer himself and no other authorized signature will be entertained for this purpose. The Identity Card should be countersigned by the Railway Authority and, in this context, no claim for job or any other remuneration, etc. will be admissible.
49. The complete responsibility for safe running of vehicle will be on the vehicle owner only Railway will not be responsible for any loss, damage or accident of vehicle.
50. If any driver is not found to drive smoothly, Railway reserves the right to ask the contractor to replace the driver.
51. Safety fittings of vehicle like buffer for front section, head light, fog lights marker lights, indicators, horns, brakes etc. must be in good condition. Seats and rain water protection covers etc to be maintained in good condition.
52. Since the works required for providing transport for Officers of East Coast Railway, hence it should be made operational immediately after issuing of GeM contract.
53. The contractor shall register in shramik kalyan portal after award of the work. It is advised to update all the required information in the portal and submit the copies before claiming bills for the executed period.
54. An office of the service provider must be located in any of the states in the region/ zone of the East Coast Railway. Documentary evidence to be submitted / uploaded along with the offer.
55. The certificates at Annexure -I & II to be uploaded along with offer duly filled and signed, Failing which offer shall be summarily rejected.

#### **PENALTY CLAUSE:**

56. The Contractor will have to supply the vehicle to Railways within 30 days from the date of issue of Letter of Acceptance/ GeM Contract failing which penalty of Rs 1000/- (Rupees One thousand only) per day will be imposed.
57. The contractor should deploy vehicle on permanent basis and the same vehicle should be run throughout his contract period. In case of any breakdown to the existing vehicle, an alternative vehicle can be allowed for not more than 3 days only. Otherwise a penalty of Rs.1,500/- (Rupees One Thousand Five Hundred 0

nly) per day will be imposed for utilizing alternative vehicles in place of permanent vehicle beyond 3 days

58. Any other failure on the part of contractor affecting Railway working, a penalty of Rs.2,000/- (Rupees Two Thousand only) will be levied.
59. If driver not turn-up duty within 30 minutes even after intimation through any communication mean, a penalty of Rs.500/- (Rupees Five Hundred Only) per day will be levied. The deductions of penalty will be made/ recovered from the on account bills.
60. The following penalties will also be imposed if any discrepancies found in vehicles during surprise check by official's for each such incidence.

S I. N O	Nature of discrepancy	Penal ty am ount
i.	If spare stepny in good working condition is not found with the vehicle	Rs. 2 00/-
ii	If vehicle head light & horn are found not in working condition	Rs. 2 00/-
ii i.	If vehicle driver found without uniform (khaki pant & white shirt) or without ID card/name badge.	Rs. 1 00/-
i v	If the vehicle driver fails to show documents of the vehicle (original or attested Xerox copies) such as R.C.Book, Driving license, Vehicle Insurance papers, pollution certificate, TAX paid papers etc., to the inspecting official.	Rs. 2 00/-

61. The decision of Sr.DSTE/WAT regarding the imposition of penalties is final and binding on the contractor.
62. Supervisor in-charge for this work: SSE/TELE/RGDA & officer in-charge: ASTE/DSTE/RGDA.
63. Tenderer/contractor has to submit police verification report of the driver engaged for this work within 30 days from the date of issue of LOA/GeM Contract.
64. Tenderer/contractor has to change lubricant 05 Ltr for every 2000 KMs. Contractor has to show proof by submitting relevant documents for this purpose. Failing which penalty Rs.2,000/- (Rupees Two Thousand only) will be imposed and the same will be deducted in bills.
65. Tenderers/contractors has to submit PG @ 5% value of accepted value within 30 days after issuing Letter of Acceptance/GeM Contract. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty days, i.e. from 31 day after the date of issue of LOA/ GeM Contract. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. Remaining SD will be deducted through on-account bills @6% till it reached 5% of the accepted bid value.

Annexure-I

**STANDARD FORMAT FOR CERTIFICATE TO BE SUBMITTED/ UPLOADED  
BY TENDERER ALONG WITH THE TENDER DOCUMENTS**

**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

- I.....(Name and designation)\*\*appointed as the attorney/authorized signatory of the tenderer ,
- M/s.....(hereinafter called the tenderer) for the purpose of the Tender documents for the work of .....as per the tender No. ....of .....(Railway)\*\* , do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:
1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
  2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
  3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway GeM website . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
  4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
  5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
  6. I/We declare that the information and documents submitted along with the tender by me/us are correct

and I/we are fully responsible for the correctness of the information and documents, submitted by us.

7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid security and may also lead to any other action provided in the contract including banning of business for a period of upto two years. Further, I/we (*insert name of the tenderer*) \*\*\_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to terminate of the contract, along with forfeiture of Bid security/ Security deposit and performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two years.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with india and certify that I am/We are not from such a country or, If from such a country, have been registered with the competent authority. I/We hereby certify that I/We fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

Date:

Seal and Signature

Place:

of the Tenderer (s)

\*\*The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

#### ANNEXURE-II

(This certificate is to be given by attorney / authorised signatory / each member of Partnership firm/ Joint venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc)

I/ We \_\_\_\_\_ (Name ) attorney / Authorised signatory of the \_\_\_\_\_ (constituent firm / constituent partner) and member / partner of \_\_\_\_\_ (tendering firm) hereby solemnly affirm and state as under :

1. I/ we certify that \_\_\_\_\_ (constituent firm / constituent partner ) is / are not blacklisted or debarred by Railways or any other Ministry / Department of Govt of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF / member of the partnership firm / LLP / JV / Society / Trust.

2. I/ We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am / we are not from such a country or, if from such of country, have been registered with the competent authority. I / we hereby certify that I / we fulfil all the requirements in this regard and am / are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE

OF THE CONSTITUENT FIRM / CONSTITUENT PARTNER

Place :

Dated :

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

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