

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687739822541

अनुबंध तिथि | Contract Generated Date : 10-Apr-2024

## संगठन विवरण | Organisation Details

प्ररूप | Type : State Government  
मंत्रालय | Ministry : -  
विभाग | Department : Higher Education Department Jammu and Kashmir  
संगठन का नाम | Organisation Name : N/A  
कार्यालय क्षेत्र | Office Zone : Government Degree College, Hiranagar

## खरीदार विवरण | Buyer Details

पद | Designation : AP  
संपर्क नंबर | Contact No. : -  
ईमेल आईडी | Email ID : bharatbhu.84423@jk.gov.in  
जीएसटीआईएन | GSTIN : -  
पता | Address : Tehsil Hiranagar,  
KATHUA, JAMMU & KASHMIR-184101, India

## वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : No  
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval : PRINCIPAL  
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : PRINCIPAL

## भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: BUYER  
भुगतान का तरीका | Payment Mode: Offline  
पद | Designation : AP  
ईमेल आईडी | Email ID : bharatbhu.84423@jk.gov.in  
जीएसटीआईएन | GSTIN : -  
पता | Address : Tehsil Hiranagar,  
Kathua, JAMMU & KASHMIR-184101, India

## प्रेषिती विवरण | Consignee Details

क्र.सं.   S.No	प्रेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : atjhed.00010083@jk.gov.in जीएसटीआईएन   GSTIN : - पता   Address : Tehsil Hiranagar, KATHUA, JAMMU & KASHMIR-184101, India	Bus Hiring Service - Short Term - Local; more than 52; Semi Deluxe (SDX); 80

## सेवा प्रदाता विवरण | Service Provider Details

जेम विक्रेता आईडी | GeM Seller ID : SMPJ220007639874  
कंपनी का नाम | Company Name : M/S N K GUPTA BUS SERVICE  
संपर्क नंबर | Contact No. : 09419751599  
ईमेल आईडी | Email ID : nkguptabussservice@gmail.com  
पता | Address : WARD NO. 13, KATHUA, NEW BUS STAND KATHUA,  
Kathua, JAMMU & KASHMIR-184101, -  
एमएसएमई पंजीकरण संख्या | MSME Registration number : -  
जीएसटीआईएन | GSTIN: 01AFMPK9444F1ZH (R)

\*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): 12-Apr-2024 सेवा समाप्ति तिथि | Service End Date : 12-Apr-2024

श्रेणी नाम | Category Name : Bus Hiring Service - Short Term

## बिलिंग चक्र | Billing Cycle: weekly

विवरण   Description		Quantity	Base Fare (per Day) inclusive of GST
Type of Service	Local	10	8000
Vehicle Seating Capacity	more than 52		
Comfort Category	Semi Deluxe (SDX)		
Per Day KM(s) Usage	80		
Per Day Hr(s) Usage	10		
Fuel Type	Diesel		
Year of Vehicle Model	2021		
Number of Days during Contract Period	1		

## कुल राशि (सूत्र) | Total Amount (Formula) :

( Quantity\*Base Fare (per Day) inclusive of GST\*Number of Days during Contract Per iod )

एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	80000
कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	80000.00

## अनुबंध की राशि | Amount of Contract

## एसएलए विवरण | SLA Details

## SERVICE STC

### SPECIAL TERMS AND CONDITIONS FOR

### Bus Hiring Services

**1. PREAMBLE**

2. All Bus Hiring Service Contracts Placed Through GeM Shall Be Governed By Following Set Of Terms And Conditions:

(I) General Terms And Conditions For Goods And Services;

(Ii) Service Specific STC Of BUS Hiring Outsourcing Service – As Defined In Service Catalogue Which Includes SLA For The Service Or Service For A Particular Product;

1. BID / Reverse Auction Specific ATC: The Above Terms And Conditions Are In Reverse Order Of Precedence I.E. ATC Supplement, Service Specific STC And GTC, However Service Specific STC Prevails Or Supersede Over The GTC – Only In Case Of Any Conflicting Provisions.
2. The Above Set Of Conditions Along With Scope Of Supply Including Price As Enumerated In The Contract Document Shall Be Construed To Be Part Of The Contract.
3. This Document Represents A Special Terms And Conditions ("STC") Governing The Contract Between The Buyer And Service Provider. The Purpose Of This Document Is To Outline The Scope Of Work, Stakeholder's Obligation And Terms And Conditions Of All Services Covered As Mutually Understood By The Stakeholders.
4. STAKEHOLDERS

The Main Stakeholders Associated With This STC Are:

1. Buyer/ Userincluding any such authorized agents, assignees, successors and nominees

**II. Service Providers**

The Responsibilities And Obligations Of The Stakeholders Have Been Outlined In This Document. The Document Also Encompasses Service Level Agreement/ Penalties In Case Of Non-Adherence To The Defined Terms And Conditions. It Is Assumed That All Stakeholders Would Have Read And Understood The Same Before Signing The Document.

**• SERVICE SCOPE**

*The Scope Of Service Must Include, But Not Necessarily Limited To The Following:*

1. a) Hiring of Bus(s) as per defined scope of service by buyer;
2. b) For Buyer the following basic package will be available for hiring as per their requirement:

Local – For one side movement upto 50 kilometres from reporting point will be considered as local.

Outstation – The Bus shall be provided to Buyer and its staff for the movement outside the city as per the schedule provided by the Buyer. No overtime is applicable. However, fixed per night charge will be payable to the service provider for night stay. The bus will be hired on minimum running kilometer per day basis such as 200 Km(s), 250 Km (s) and 300 Km(s).

Local\*24x7 – Hiring on 24x7 basis. It will be applicable for Local Travel only. No overtime/no night stay charges will be payable extra.

Note - a) There shall not be any garage kilometres and therefore the duty hours will start from the reporting point and also service will end at the reporting point.

b) Provide Bus on hiring basis with trained drivers holding valid commercial license to support Buyer and its staff movement as per the locations.

c) Ensure passenger safety during the performance of services.

d) Facilitate Buyer with the Bus in compliance to the defined package and render services under the scope defined in this section for the selected package.

e) A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each Bus, for each area of operation.

f) The Bus 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.

g) Bidder annual turnover should be greater than or equal to 30% of the bid value.

**4. SERVICE PROVIDER'S OBLIGATIONS:**

5. Service provider agrees to provide quality services as per SLAs mentioned in the contract.
6. Service provider will be required to accept the order within 48 hours of the order being placed
7. Service provider shall ensure that assigned Bus and driver report as per schedule provided by user department / buyer / individual user. In an event of delay in arrival beyond 30 minutes, user shall have right to hire other Bus services (which may or may not be of similar hired Bus category). The fare charges shall be debited to service provider.
8. Service provider to ensure that all maintenance works related to assigned Bus shall be carried out in off duty hours.
9. Service provider shall ensure that Bus deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
10. The service provider shall ensure that the Bus deployed by him are maintained well, cleaned thoroughly both internally and externally, boot kept clear off dust, rubbish, oil and any personal belongings of the driver.
11. All Bus shall be equipped with an emergency medical kit and a fire extinguisher.
12. In the event of any break-down, servicing and repairs of Bus, the service provider at his own cost shall make alternate arrangement by providing similar or higher class of Bus for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.
13. All Buses provided, should carry a valid insurance & fitness certificate along with other necessary documents
14. Drivers should possess valid commercial licenses as required by the transport department.
15. The manpower so employed by the Service Provider shall solely be the employees of the Service Provider and the Service Provider shall discharge all statutory liability or pay dues in respect of the Provident Fund, Employees State Insurance, Workman's compensation and other liability due, if any, of such employees
16. The Service Provider shall take all precautionary measures in order to ensure the safety of the persons / children traveling in the vehicle
17. Any theft or damages caused by the Service Provider's personnel shall be borne by the Service Provider
18. The contractor shall keep a suggestion/complaint book in every vehicle under contract to record any suggestion on performance of services

**5. BUYER'S / CONSIGNEE OBLIGATIONS:**

- After log book entries by the service Provider, the Buyer shall either accept or reject these entries within a maximum of 3 days. Failure to take action on log book entries

updated by service provider shall be deemed as accepted. The Service Provider can raise an issue against the rejection of any entry by the buyer within 3 days of such rejection.

1. The toll charges, Parking fee or entry Taxes payable locally or outstation shall be ~~paid~~ reimbursed by the Buyer.
2. Buyer shall be responsible for making the payments to the service provider as per the payment cycle.
3. The Buyer shall ensure that the terms, conditions, and technical specifications stipulated by the Buyer for procurement of the present services, are in accordance with the applicable laws / notifications/ Government guidelines / Court orders / rules / regulations / circulars / notifications, etc.
4. It is responsibility of the Buyer to ensure that the type of buses (diesel etc.) being hired can be legally plied in the area of operation and plying of the same is not restrained by way of any laws/rules/regulations/guidelines/ notification/court orders etc.
5. 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."

#### 6. SERVICE SPECIFIC STC

~~(i)~~ The Service Provider shall not be allowed to sub-let the Contract.

(ii) The ownership of hired Bus will remain with the Service Provider, and Buyer shall be entitled to use the Bus within the scope of service specified under this contract.

(iii) Service Provider shall ensure that proper inspection of Bus has been done before deploying it to the Buyer/ Consignee location as per the contract.

(iv) During the contract period, the Buyer may increase or decrease the quantity of vehicles/package running mileage and duty hours/ contract period to the extent of 25% of the values specified in contract for these parameter in such a manner that in no case the contract cost will increase or decrease by 25% of original contract cost. The payment for extra/less mileage and extra/less duty hours will be done as per KM and per Hour rates specified under Add On . If Additional mileage and Additional duty hours are not selected under Add On functionality then the payment for extra/less mileage and extra/less hours will be on pro-rata basis calculated on basic package rate.

(v) The drivers/staff of the Bus deployed for user department duties maintain polite & courteous behaviour towards department users as well as to other departmental staff. Following may be construed as "Misbehaviour" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.

(vi) 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 etc. as applicable from time to time. The employees of the service provider shall not be deemed to be employees of the user department hence the compliance of the applicable acts/ laws will be the sole responsibility of the service provider.

(vii) All Bus shall be equipped with an emergency medical kit and a fire extinguisher.

(viii) In the event of any break-down, servicing and repairs of Bus, the service provider at his own cost shall make alternate arrangement by providing similar or higher class of Bus(s) for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.

(ix) All attempts shall be made to provide quality services as per the contract

(x) In an event that service provider fails to deliver or fails to carry out tasks as per schedule then buyer shall have right to recover damages as per the provisions of the contract.

(xi) All payments shall be made as per the billing schedule notified in order. The payments shall be processed after deducting relevant penalties / damages as per provisions of the contract.

(xii) The Payment Procedure shall be governed by the standard clause of payment as specified in the General Terms and Conditions

(xiii) The toll charges, Parking fee or entry Taxes payable locally or outstation shall be ~~paid~~ by the Service Provider and the same will be reimbursed by the Buyer subsequently on production of documentary evidence.

(xiv) The contract can be terminated for convenience by giving at least three months prior notice in writing by both the parties

(xv) Notwithstanding any of the above, if the services of the Service Provider are not found satisfactory or in the event of sub-contract to a third party, the Service Provider will be issued one month's notice by buyer or consignee to terminate the contract without prejudice to any right accruing to either party prior to such termination.

(xvi) Notwithstanding any of the above, if the buyer doesn't make the payment the service provider shall have the right to terminate contract by providing one month written notice to buyer or reporting incident with appropriate channels.

#### 7. SERVICE LEVEL AGREEMENT (SLA)

In case of non-compliance of Service obligation, penalty per default will be imposed as per SLA. The penalties as per the SLA is defined as follows

Sl. No	Service Level Agreement	Default Details	Penalties for breach of SLA			Remarks
			1st Instance	2nd Instance	3rd Instance	
1	Non deployment of BUS/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for Bus hired by Buyer from third party and a penalty of 10% of daily Bus hiring cost	Amount of charges for Bus hired by Buyer from third party and a penalty of 15% of daily Bus hiring cost	Amount of charges for Bus hired by Buyer from third party and a penalty of 20% of daily Bus hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
2	Non deployment of Bus/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Penalty of 10% of daily Bus hiring cost	Penalty of 15% of daily Bus hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.

3	Breakdown of Bus during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for Bus hired by Buyer from third party and a penalty of 8% of daily Bus hiring cost	Amount of charges for Bus hired by Buyer from third party and a penalty of 10% of daily Bus hiring cost	Amount of charges for Bus hired by Buyer from third party and a penalty of 15% of daily Bus hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
4	Breakdown of Bus during trip (replacement provided)	Replacement provided within 2 hours	Warning	Amount of charges for Bus hired by Buyer from third party and a penalty of 8% of daily Bus hiring cost	Amount of charges for Bus hired by Buyer from third party and a penalty of 10% of daily Bus hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
5	Delay in arrival of Bus/ driver	For 30 mins or more	Warning	Penalty of 5% of Bus hiring cost	Penalty of 8% of Bus hiring cost	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance
6	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000/-	Penalty of Rs. 2000/-		After 2 <sup>nd</sup> instance, the service provider will have to replace the driver
7	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-			After 1 <sup>st</sup> instance, the service provider will have to replace the driver
8	Failure to address deficiencies pointed out at inspection	Any instance	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance

## Calculation Formula for the Service

$\$total = \$quantity * \$base\_fare\_per\_day * \$number\_of\_days\_during\_contract\_period$

$\$quantity = \text{Quantity}$

$\$base\_fare\_per\_day = \text{Base Fare (per Day) inclusive of GST}$

$\$number\_of\_days\_during\_contract\_period = \text{Number of Days during Contract Period}$

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

ईपीबीजी विवरण | ePBG Detail

NA

नियम और शर्तें | Terms and Conditions

### 1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

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

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