

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687708396041

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

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4558982](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central Government मंत्रालय Ministry : Ministry of Railways विभाग Department : Indian Railways संगठन का नाम Organisation Name : Northern Railway कार्यालय क्षेत्र Office Zone : Northern Railway	पद Designation : SR DEN III FZR संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : sdeniii@fzr.railnet.gov.in जीएसटीआईएन GSTIN : - पता Address : Office of the SrDMM, FIROZPUR, PUNJAB-152001, 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 : Sr.DEN-III/FZR वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Sr. DFM / FZR	Role: BUYER भुगतान का तरीका Payment Mode: Railways पद Designation : SR DEN III FZR ईमेल आईडी Email ID : sdeniii@fzr.railnet.gov.in जीएसटीआईएन GSTIN : - पता Address: Office of the SrDMM, FEROZPUR, PUNJAB-152001, India

प्रेषिती विवरण Consignee Details		सेवा विवरण Service Description
क्र.सं. S.No	प्रेषिती नाम & पता Consignee Name & Address	
1	संपर्क Contact : - ईमेल आईडी Email ID : sdeniii@fzr.railnet.gov.in जीएसटीआईएन GSTIN : - पता Address : Office of the SrDMM, FIROZPUR, PUNJAB-152001, India	Monthly Basis Cab & Taxi Hiring Services - MUV; 1200 km x 208 hours; Outstation 24*7

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : 854E180000393005 कंपनी का नाम Company Name : N.N. FACILITY SERVICES PRIVATE LIMITED संपर्क नंबर Contact No. : 09997863249 ईमेल आईडी Email ID : satye1980@gmail.com पता Address : 89,SUMAN NAGAR Dharampur, DEHRADUN, UTTARAKHAND-248001, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-UK-05-0008030 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 05AAECN9751C2ZI (B) , (R) , 09AAECN9751C1ZB (B)	

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

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 01-May-2024	सेवा समाप्ति तिथि Service End Date : 31-Oct-2025
श्रेणी नाम Category Name : Monthly Basis Cab & Taxi Hiring Services	

विवरण Description		Number of Vehicle(s)	Monthly Base Fare (Per package) inclusive of GST
District	NA	4	48300
Zipcode	NA		
Vehicle Type	MUV		
Type of car (Please select at least 3 options)	Mahindra Bolero Camper, Tata Xenon, Tata Xenon Yodha, Mahindra Bolero Maxitruck		
Usage Variant	1200 km x 208 hours		
Type of Service	Outstation 24*7		
Year of Vehicle Model	2022, 2020, 2021		
Km Travelled	Upto 50,000 Kms		
Air Conditioning Requirement	Non-A/C		
Area of Operation	Plains		
Fuel Type	Diesel		
Duration in Months	18		

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)	3477600
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	3477600

अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	3477600
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एसएलए विवरण | SLA Details

Service Specific Terms and Condition

Of

Monthly Basis Cab & Taxi Hiring Services

1 Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Cab & Taxi Hiring Service provider. The purpose of this agreement is to facilitate implementation of Monthly Cab & Taxi Hiring Service from the Buyer's premises or any other premises designated by Buyer. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by following set of **Terms and Conditions**:

1. General terms and conditions for Services (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.

2 Objectives and Goals

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
2. Present a clear, concise and measurable description of services offered to the buyer.
3. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified.
4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same.

4 Scope of Services

This service deals with hiring of vehicles (including driver and fuel requirements) for a defined but temporary tenure on a monthly basis for local and outstation travel of individuals.

Types of Cars: Buyers will have the option to choose the type of vehicle from the following categories:

Type of Car	Definition	Examples
Hatchback	This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.	1. Maruti Suzuki WagonR 2. Maruti Suzuki Celerio 3. Maruti Suzuki Swift 4. Hyundai i10 5. Hyundai i20 6. Tata Tiago 7. Datsun Go 8. Tata Bolt 9. Hyundai Santro 10. Tata Indigo
		1. Honda Amaze 2. Maruti Suzuki Dzire

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"> 3. Tata Tigor 4. Hyundai Xcent 5. Ford Aspire 6. Volkswagen Ameo 7. Tata Zest 8. Nissan Sunny 9. Toyota Etios
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"> 1. Maruti Suzuki Ciaz 2. Honda City 3. Volkswagen Vento 4. Toyota Corolla 5. Hyundai Verna 6. Skoda Rapid
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"> 1. Maruti Suzuki Ertiga 2. Maruti Suzuki Vitara Brezza 3. Mahindra Scorpio 4. Maruti Suzuki XL6 5. Ford Ecosport 6. Hyundai Creta 7. Renault Duster 8. Mahindra TUV300 9. Mahindra XUV300 10. Mahindra XUV 500 11. Mahindra Bolero 12. Mahindra Marazzo
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"> 1. Mahindra Bolero Camper 2. Tata Xenon 3. Mahindra Imperio 4. Isuzu Dimax
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"> 1. Toyota Innova 2. Toyota Innova Crysta 3. Toyota Fortuner 4. Ford Endeavour 5. Jeep Compass 6. Tata Hexa 7. Tata Harrier 8. Honda CR-V
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"> 1. Toyota Camry 2. Honda Accord 3. Mercedes Benz E Class 4. BMW 3 Series 5. Audi A4 6. Volvo S 90 7. Jaguar XE 8. Lexus ES 9. Skoda Superb 10. Skoda Octavia

Luxury SUV/MUV

This segment includes SUV/ MUVs with luxury design, intended to provide top level of comfort and highest perception of quality and usually length between 4600 to 5300 mm.

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

Ac and Non-AC Requirement: 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 nd instance	3 rd 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 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd 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 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd 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 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd 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 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd 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 rd instance, the buyer may continue to impose the same deduction as imposed for 3 rd instance.
7	Misbehaviour by driver/ unacceptable behaviour by driver	Any instance	Deduction of Rs. 1000	Deduction of Rs. 2000/-		After 2 nd instance, the service provider will have to replace the driver
8	Driver in intoxicated state	Any instance	Deduction of Rs. 2500/-			After 1 st 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 rd instance, the buyer may continue to impose the same deduction as imposed for 3 rd instance.
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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. Scope of Work : [click here](#)

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

1. Proof Of Document For Ownership Of Vehicles With Service Provider : [click here](#)
2. Proof Of Document For Drivers On Payroll : [click here](#)
3. 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](#)
4. Certificate (Requested in ATC) : [click here](#)
5. Compliance With Motor Vehicle Act : [click here](#)
6. Audited Financial Statement/statutory Auditor Certificate : [click here](#)
7. Office Registration Certificate For Geographical Presence : [click here](#)
8. Work Order For Similar Experience As Proof Of Years Of Experience : [click here](#)
9. Work Order For Similar Experience As Proof Of Vehicle Provided In The Past Year To Government Agencies : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

NA

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

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

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 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.

2.3 Service & Support:

In the event where the distance travelled exceeds the monthly usage variant, amount will be paid for additional Kms as per schedule. Similarly, the unused Kms in a particular month as against the minimum guaranteed usage variant will be carried forward to the next month and additional Km if any in the next month shall be adjusted against this. However, the payment for the selected usage variant in a month will be paid every month." Further, the unused Kms in a particular month shall not be carried forward or adjusted beyond 6 months

2.4 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Sr.DFM/NR/FZR
payable at
Firozpur

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.5 Forms of EMD and PBG:

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

2.6 Forms of EMD and PBG:

Bidders can also submit the EMD with Banker's Cheque in favour of

Sr.DFM/NR/FZR
payable at
Firozpur

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.7 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Sr.DFM/NR/FZR
payable at
Firozpur

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2.8 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Sr.DFM/NR/FZR

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

2.9 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.

2.10 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Generic Conditions

- Bidders are advised to check applicable GST on their own before quoting. GST reimbursement will be as per actual or as per applicability.
- In the event of the failure of the contractor to supply the vehicle as requisitioned under the contract, railway shall hire similar type of vehicle at its discretion from other sources at the risk and expenses of the contractor at the prevailing market rate. Since the requirement are on day-to-day basis, normal procedure for risk and expense hiring cannot be adhered to, hence in such circumstance's railway shall hire vehicle when vehicle

is not supplied by the contractor. Such hiring from the alternate sources shall be binding on the contractor. Due to shortage of time, no prior information can be given to the contractor for such hiring. Expenses incurred on such hiring shall be recovered from the security deposit and or monthly bills of the contractor.

Special Terms and conditions of contract

1. A total of 4 numbers of vehicles are to be supplied under following officials – SSE/Works/Branch Line/Amritsar, SSE/Works/Beas, SSE/P.Way/Patti and SSE/P.way/Beas. Deployment station and number may change as per instructions of Sr. DEN/III/FZR.
2. The drivers must observe all etiquette and protocol while performing the duty. Driver must be neatly dressed, should wear proper uniform to be decided by the Railway Administration for which no extra payment will be provided.
3. The vehicle is generally hired for fixed running of 1200 KM per month (i.e. Per Vehicle-Month). However for extra running of vehicle payment will be made as per Service Level Agreement clauses as mentioned in scope of work clause-4 sub-para 'Add ons' (2.1 - Extra per KM charges)
4. The awarded rates will be all inclusive i.e. Fuel cost, Manpower cost, Insurance cost, maintenance, Toll charges, Octroi, Parking charges, cost including Direct and Indirect taxes and any other direct and indirect expenses.
5. All special terms and conditions embodied in tender agreement shall be binding for execution of the contract. Further in case of any dispute arising out of or in connection with the said contract either during subsistence of the contract or thereafter, arbitration will be carried out as per SLA. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Firozpur, Punjab only.
6. *Condition of Vehicle* Contractor shall supply mechanically sound and decently maintained vehicle in neat and clean, good and perfect condition. Upholstery, decor, matting, curtains, seat covers, paint,

lights and all other accessories of vehicle provided are to be in excellent condition at all the time. Railway shall have right to reject the vehicle if not found suitable.

7. The vehicles are required for 24 X 7 on Vehicle-Month basis. In case of the absence of the Driver, the agency must provide the substitute. If the agency fails to provide the substitute of Driver/ vehicle, a penalty shall be imposed.
8. Whenever SLA & Bid specific terms & condition are in contradiction, Bid specific conditions shall prevail.

This tender shall be governed as per the Indian Railways General Condition of Contract for services- 2018 as amended/corrected up to latest Correction Slips applicable up to the date of opening of tender and as well as other terms and conditions of contract as mentioned in this bid document.

In case, any contradiction arises between GeM SLA and Indian Railways General Condition of Contract for services- 2018 as amended/corrected upto latest Correction Slips applicable upto the date of opening of tender than later will prevail.

Note- Performance guarantee at a rate of 10% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 10% of the contract value in four separate parts of 2.5 % each of the contract value, with in 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. 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. The failed contractor shall be debarred from participating in re-tender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

Work Experience: The bidder should have experience in carrying out work of "Hiring of vehicles (except Trucks & Trailers)/transportation of men/materials under Railways/Metro/Air Lines/PSU/Other Govt./Semi Govt. Agencies" Work experience certificate from private individual shall not be accepted. Certificate from public listed company/private company/Trusts having an annual turnover of Rs 100 crore and above subject to the same being issued from their Head office by a person of the company duly enclosing his authorization by the Management or issuing such credentials

LIST OF CLAUSES (AS APPLICABLE) & DOCUMENTS MUST BE UPLOADED WITH THE OFFER

(For guidance to Bidder):

Tenderer must upload following documents along with their offer, as per applicability:

S. No	Document / Detail	Required in the form
1.	Constitution of Firm:	
1a	In case of Sole Proprietor Concern	An Affidavit on Non-Judicial Stamp Paper (NJSP) certifying the Sole Proprietorship of the firm.
1b	In case of Partnership Firm / Concern	Registered / Notarized certified copy of the Partnership Deed. Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the Agreement.
1c	In case of JV Firm	A copy of Memorandum of Understanding (MOU) duly executed by the JV members on Stamp paper shall be submitted by JV along- with the tender. Complete details of the members of JV, their share and responsibility in the JV etc particularly with reference to financial, technical and other obligations shall be furnished in the MOU. Authorized member- Power of Attorney / authorization duly Notarized by all JV constituents, in favour of the individual signing the tender document on behalf of the JV.
1d	In case one or more of the members of the JV Firm is / are Partnership Firm(s)	Notary certified copy of the Partnership Deed. Document(s) in support of registration of firm with registrar of firms viz. Certificate of registration and register of firm (Form No. may vary From State to State) if applicable etc issued by registrar of firms. Copy of consent of all partners or individual authorized by Partnership firm, to enter into Joint Venture Agreement on a stamp paper. A copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to sign the MOU / JV Agreement on behalf of the partnership firm and create liability against the firm.
1e	In case one or more of the members of JV Firm is/are Proprietary Firm or HUF,	A copy of notarized affidavit on Stamp Paper declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
1f	In case one or more members of JV is/are Limited Companies,	Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV MOU / Agreement and such other documents required to be signed on behalf of the Company and enter into liability against the Company and / or do any other act on behalf of the Company.
		Complete Copy of Memorandum and Articles of Association of the Company duly registered as per prevailing law. Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person. A copy of Authorization / copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU / JV Agreement on behalf of the company and create liability against the company. Note: Company incorporation certificate, complete MOA & AOA, Resolution of board of Directors must be enclosed with offer without which offer shall be summarily rejected.
1g	In case of Company	Copy of the AOA & MOA (Article of Association & Memorandum of Association) of the Company, along with incorporation certificate. Power of Attorney duly registered / notarized by the Company backed by copy of the resolution of Board of Directors in favour of the individual signing the tender on behalf of the Company.

		Note: Company incorporation certificate, complete MOA & AOA, Resolution of board of Directors must be enclosed with offer without which offer shall be summarily rejected.
1h	In case of Registered Society or Registered Trust	Self-attested copy of the certificate of registration; Self-attested copy of Deed of formation; and Notarized copy of Power of Attorney in favour of the individual to sign the tender documents
2.	Mandatory Documents pertaining to Bid:	
2a	--	Undertaking for Eligible Applicant as per Annexure-1
2b		Certificate by the bidder for system of Verification as per Annexure-2
2c	--	Undertaking Regarding Employment / Partnership of Retired Railway Employees as per Annexure-3
2d	--	Bank Detail / RTGS as per Annexure-4
2e	--	Undertaking for reading the special notes / notes mentioned in tender documents as per Annexure-5

CHECK LIST FOR DOCUMENTS TO BE UPLOADED DULY FILLED AND SELF ATTESTED BY THE BIDDER ALONG WITH BID (FOR GUIDANCE TO BIDDER):

Annexure No.	Description	Required in the form	If not submitted along with the tender, then
--	Constitution of Firm	Copy	Summarily Rejected
1	Undertaking for Eligible Applicant(Annexure- 1)	Copy	Summarily Rejected
2	Certificate by the bidder for system of Verification(Annexure-2)	Copy	Summarily Rejected
3	Undertaking Regarding Employment / Partnership of Retired Railway Employees(Annexure-3)	Copy	Summarily Rejected
4	Bank Detail / RTGS(Annexure-4)	Copy	Liable to be rejected
5	Undertaking for reading the special notes / notes mentioned in tender documents(Annexure-5)	Copy	Liable to be rejected
--	PAN Certificate	Copy	Liable to be Rejected
--	GST Certificate	Copy	Liable to be Rejected

Bidder shall ensure regarding financial bid compatible with all statutory laws and provisions. The financial quote of bidder should be sufficient to cover the statutory requirements of minimum wages, EPF, ESI, GST of each individual schedule/activity. In case of non-compliance, the offer shall be summarily rejected.

Note: All annexures are attached in scope of work.

2.11 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

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