

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687707449030

अनुबंध तिथि | Contract Generated Date : 23-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4547464](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Power विभाग Department : POWER GRID Corporation OF INDIA Limited संगठन का नाम Organisation Name : POWER GRID Corporation OF INDIA Limited कार्यालय क्षेत्र Office Zone: Corporate Office Gurgaon	पद Designation : Engineer4 संपर्क नंबर Contact No. : -9242071947- ईमेल आईडी Email ID : buycon290.pgcl.mh@gembuyer.in जीएसटीआईएन GSTIN : N पता Address : Powergrid Corporation of India Limited Sampriti Nagar, Nari Ring Road, PO- Uppalwadi, NAGPUR, MAHARASHTRA-440026, 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: CGM(AM) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : CGM(AM)	Role: PAO भुगतान का तरीका Payment Mode: PGCIL पद Designation : Mgr1 ईमेल आईडी Email ID : pao28.pgcl.mh@gembuyer.in जीएसटीआईएन GSTIN : 29AAACP0252G1ZP पता Address: Power Grid Corporation of India Limited, Southern Region Transmission System-II, Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore - 560064, Bangalore, KARNATAKA-560064, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : con901.pgcl.mh@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : "POWERGRID CORPORATION OF INDIA LIMITED, 765/400/220 kV Sub Station, Wardha, Plot No. D-1, MIDC Area, Deoli, Dist: Wardha, Maharashtra-442101, WARDHA, MAHARASHTRA-442101, India	Monthly Basis Cab and Taxi Hiring Service - Without Fuel - SUV; Mahindra Scorpio; 2022 year model and above; 0-25,000 kms; A/C; 12

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : G3DK230008149473 कंपनी का नाम Company Name : SHETKARI TOURES AND TRAVELS संपर्क नंबर Contact No. : 09552901965 ईमेल आईडी Email ID : asoleumesh11@gmail.com पता Address : BRAMHANWADA, POST MASOD, KARANJA, KARANJA, Wardha, MAHARASHTRA-442001, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MH-34-0022266 एमएसई सामाजिक श्रेणी MSE Social Category : OBC एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: NA	

*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): 30-Apr-2024 सेवा समाप्ति तिथि | Service End Date : 29-Apr-2027

श्रेणी नाम | Category Name : Monthly Basis Cab and Taxi Hiring Service - Without Fuel

बिलिंग चक्र Billing Cycle: monthly		
विवरण Description	Number of Vehicle	Monthly Rental without fuel (Inclusive of GST)
Air Conditioning	A/C	1
Engagement Hours per Day	12	
Driver Required	Yes	
Fuel type of vehicle	Diesel	
Type of Terrain	Plain	
Type of car	Mahindra Scorpio	
Vintage in KM	0-25,000 kms	
Vehicle Type	SUV	

Year of Vehicle Model	2022 year model and above
Fuel to be provided by Buyer	To be reimbursed to the Service Provider as per actual consumption.
Estimated KMs to be traveled in a month	4500
Duration in Months within the Contract Period	36

कुल राशि (सूत्र) | Total Amount (Formula) :
(Number of Vehicle*Monthly Rental without fuel (Inclusive of GST)*Duration in Months within the Contract Period)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	1616436
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	1616436

कर द्विभाजन | Tax Bifurcation

विशिष्ट Particular	जीएसटी GST (5%)	जीएसटी उपकर 1 GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST	जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1
Monthly Basis Cab and Taxi Hiring Service - Without Fuel	76973.14	0	-	-

अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	1616436
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एसएलए विवरण | SLA Details

**SERVICE STC
SPECIAL TERMS AND CONDITIONS FOR
Monthly Basis Cab and Taxi Hiring Service (Without Fuel)**

1. Preamble

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;
2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
3. BID / Reverse Auction specific ATC.

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/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.

4. Scope of Services

This service deals with hiring of vehicles (without fuel) for a defined but temporary tenure on a monthly basis for travel of individuals

Vehicle Type:Buyer will have to define vehicle type here like sedan, hatchback, SUV etc. as per the requirement.

Types of Cars: Buyers of this service will have the option to choose the type of vehicle as per their requirement, for which the following categories have been defined.

Type of Car	Definition	Examples
		1. Maruti Suzuki WagonR
		2. Maruti Suzuki Celerio
		3. Maruti Suzuki Swift
		4. Hyundai i10

Hatchback	This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.	<ul style="list-style-type: none"> 5. Hyundai i20 6. Tata Tiago 7. Datsun Go 8. Tata Bolt 9. Hyundai Santro 10. Tata Indigo
Sedan	This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	<ul style="list-style-type: none"> 1. Honda Amaze 2. Maruti Suzuki Dzire 3. Tata Tigor 4. Hyundai Xcent 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.	<ul style="list-style-type: none"> 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.	<ul style="list-style-type: none"> 5. Ford Ecosport 6. Hyundai Creta 7. Renault Duster 8. Mahindra TUV300 9. Mahindra XUV300 10. Mahindra XUV 500
MUV	This segment includes vehicles for transport of passenger and material with a seating capacity	<ul style="list-style-type: none"> 1. Mahindra Bolero Camper 2. Tata Xenon

of 3 besides driver with an open loading capacity in the back for 1 to 1.25 MT

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
8. Lexus ES
9. Skoda Superb
10. Skoda Octavia

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

Luxury SUV/MUV

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

4. Jeep Grand Cherokee
5. Land Rover Discovery Sport
6. Jaguar F Pace
7. Volvo XC 60
8. Mitsubishi Montero

Ac and Non-AC Requirement: The service providers may provide the cab based on buyer's selection or as mentioned in the bid.

Contract Duration: The buyer can select a maximum contract duration of 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, 2019 and 2018. However, if the buyer requires an ex-showroom model or models older than 2018, they can enter custom requirement.

Vintage in KMs : 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.

Engagement Hours per day: Buyer may mention the engagement hours of the vehicle per day for the vehicles being hired.

Driver Required:Buyer will also have to define if they need drivers for the vehicle being hired.

Type of Terrain:Buyers may also define the type of terrains like hilly, Plain or Hilly and plain where the vehicle will operate.

Fuel Type of Vehicle:Buyers need to also mention the desired fuel type of the vehicle which they intent to hire.

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

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 equipped with an emergency medical first aid kit and a fire extinguisher.
3. All vehicles should be in excellent working condition (both internally and externally) at all times. 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 odor and any personal belongings of the driver.
4. 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.
5. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
6. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also have an active internet connection at all times where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be reachable at all times during duty hours.
7. 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 penalties as per provisions of the contract.

4.2 Defined Timelines

1. The Service Provider shall ensure that assigned vehicle and driver(if asked for) report within 3 days 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 penalties.

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.
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.

5 Service Provider's Obligation

1. Service Provider shall ensure the 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 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 person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel 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 penalty then buyer shall have right to recover damages as per the provisions of the contract.
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 (if asked for) 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. 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.
4. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form from 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 to the Buyer,the Buyer must immediately inform the Service Provider.
5. Buyer may validate the registration from e-vahan portal for authenticity of the vehicle proposed by the service provider.
6. 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/ penalty 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

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. Penalties and Fine

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 penalty and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Penalties			Remarks
			1st instance	2 nd instance	3 rd instance	
1	Non deployment of vehicle/driver(if asked for) (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 penalty of 5% of monthly vehicle hiring cost of the particular vehicle	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of monthly vehicle hiring cost of the particular vehicle	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty 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	Penalty of 3% of monthly hiring cost of the particular vehicle	Penalty of 5% of monthly hiring cost of the particular vehicle	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty 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 penalty of 4% of monthly hiring cost of the particular vehicle	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of monthly hiring cost of the particular vehicle	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty 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 penalty of 2% of monthly hiring cost of the particular vehicle	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly hiring cost of the particular vehicle	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
6	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Penalty of 1% of monthly hiring cost of the particular vehicle	Penalty of 2% of monthly hiring cost of the particular vehicle	After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance.
7	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000	Penalty of Rs. 2000/-		After 2 nd instance, the service provider will have to replace the driver
8	Driver in intoxicated state	Any instance	Penalty 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.
						After 3 rd instance, the

9	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	buyer may continue to impose the same penalty as imposed for 3 rd instance.
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10. 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-

10.1 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. 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.

10.2 Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the contract.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice.

10.3 Payment Process

1. Payment shall be made only after submission of invoices.
2. All the penalties/ 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 only, in no circumstance cash/ cheque payment will be made.

11. Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require amending the Agreement, some of such conditions may be as followed-

1. Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
2. Variation of the Contract as per both parties' consent: Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. The variation in the contract can be 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
 3. Increase in the quantity of vehicles for hiring on a daily basis: The service provider shall also provide cabs on a daily hire basis, as per the requirement of the buyer

12. 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 penalties 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.
3. Breach of SLAs: The contract may also be terminated if i) the cumulative penalties 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

Cost of the contract= Number of Vehicle*Monthly Rental without fuel (Inclusive of GST)*Duration in Months.

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

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

1. Scope of work : [click here](#)
2. Payment terms : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
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	

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

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.

5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

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

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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

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.

2.2 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

2.3 Purchase Preference (Centre):

Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.4 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.

2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

ATC Clause for "Hiring of Vehicle Hiring of New Diesel BS-VI two-wheeler drive vehicle 09-seater (8+1) equivalent or higher model for 36 months for Transmission line maintenance work under Wardha TLM office".

- 1. The vehicle should be registered & insured under commercial vehicle category.**
- 2. The vehicle should be deployed in consultation with Engineer-in-Charge.**
- 3. Vehicle Parking: The vehicles are required to be parked in the premises of Power Grid Corporation of India Limited or as per the directions of Engineer-in-charge.**
- 4. Total One (01) No. of Vehicle is to be deployed under this contract.**
- 5. Period of contract/Extension:**
The Contract will be awarded for the Period of 36 (Thirty Six) Months.
- 6. Deployment of Vehicle in Consultation with Engineer-in-Charge as per POWERGRID'S Requirement. Vehicle Should be deployed as per variant selected in GeM bid. Minimum Seating Capacity of each vehicle is 9 seater or Similar /Higher Model in consultation with Engineer-in-Charge.**
- 7. The vehicle should be 2022 year model or later after bid opening The Vehicle must be purchased in the Agency's name. Vehicle purchased in**

third party name will not be accepting by POWERGRID. The vehicle to be provided by the contractor should always be kept fit duly repaired and maintained with full tank of fuel. The vehicle shall be covered under comprehensive insurance during entire period of contract, which shall be borne by contractor at his own cost.

8. Bidders have to quote "Vehicle hiring charge per month incl. GST" which should be inclusive of driver charges based on the applicable minimum wages. Cost of diesel shall be reimbursed at the rate of 12km/litre. Bidders may go through enclosed BOQ for reference.
9. The Vehicle must be purchased in the party's name. Vehicle purchased in the third party name will not be accepted by POWERGRID.
10. Reimbursement of normal diesel will only be made irrespective of type of diesel used i.e. whether it is high speed diesel or normal diesel. If in case high speed diesel is used instead of normal diesel and bill is enclosed accordingly, then also reimbursement will be restricted to rate of normal diesel available in nearby area.
11. Following documents has been uploaded in the GeM bid-

SIn	Document name in GeM bid	Documents details
1	Scope of work & Technical Specification	Scope of work & Technical Specification
2	Payment terms	Payment terms
3	BOQ (Attached at ATC Document)	Price Schedule / Bill of Quantities (for reference)

12. Bidders should go through the bidding document to ascertain their scope of work and quote their prices accordingly.
13. The monthly running of vehicle indicated in GeM bid is indicative only and monthly running of vehicle shall be as per buyer's requirement & maybe above or below the mentioned value. Vehicle hiring charges quoted by bidder shall be fixed throughout the contract irrespective of monthly running of vehicle. However, contractor shall be reimbursed the difference amount on the account of change in the minimum wages.
14. Minimum wages of driver shall be revised based on the notification of by Chief Labour Commissioner (Central) of M/o Labour & Employment.
15. Bidder has to provide breakup of quoted price in the format provided in BOQ along with the GST. *Note: This detailed price breakup of BOQ against GeM Bid shall be requested from the L1 seller before the placement of award*
16. **CONTRACT PRICE:** The successful bidder shall be paid firm rate towards hire charges of the vehicle as per GeM Contract. The hire charges of vehicle will be on "FIRM PRICE BASIS" without any escalation on any account whatsoever it may be.
17. Cost Estimate indicated in Bid includes Driver wages for Skilled (As per CLC latest Wage Circular Dated 03.04.2023 for Area-C) including 6.5% overhead charges + Hiring charges (including Uniform Charges) + GST for entire contract period. Detailed break up for Driver wages are as per attached BOQ.
18. The vehicle to be deployed must be GPS enabled.
19. The contractor shall comply with all labour laws and statutory provisions like PF, ESI, workman compensation policy etc. applicable from time to time during the contract period and t

he extended period of the contract, if extended.

20. The vehicle shall be deployed to POWERGRID only after proof of Taxi/Maxi Permit for subject hired vehicle. The taxi/Maxi permit shall be maintained alive /renewed by the contractor during entire contract period failing which contract shall be terminated by POWERGRID. Party has also get GST registration for providing such service at his own cost as per applicable.

21. Vehicle engaged must be registered in state of Consignee only.

22. The Vehicle is to be maintained in a very good condition.No Remolded Tyres shall be allowed in the Vehicle.

23. In case of requisition/seizure of the vehicle by any Authority, it will be the responsibility of the Agency of the vehicle to get the vehicle released during such period of requisition/seizure; the Agency shall make alternative arrangement by providing alternate vehicle.

24. Uniform for driver: Contractor has to provide the uniform to driver on duty which should be comprising of following:

- Pant & Shirt
- Shoe & Socks
- Sweater
- Raincoat

Hiring charges quoted by bidder will be Exclusive of uniform charges @ Rs 3500.00 Per Driver per annum inclusive of GST.Reimbursement of Uniform Charges against the uniform of driver will be on the submission of valid Invoice.

1.1 The vehicle is required to be parked at premises of POWERGRID Wardha SS or as directed by the Officer-in-Charge.

25. Earnest Money Deposit (EMD)/Bid Security:

15.1 Alternatively if the bid security is to be submitted in favour of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- <https://epay.powergrid.in>, a link of which is provided on the POWERGRID website www.powergrid.in. While making such online payment towards bid security the bidder shall choose segment as "Suppliers" and fill the details as follows:

Payment category	EMD
Sub-category	EMD for WR-1
Name of depositor	Name of the Bidder
Vendor code ,if applicable	POWERGRID Vendor code if existing
Payment remarks	EMD (Bid security) for(enter the name of the package)

The copy of "Online Payment Acknowledgement-Suppliers" generated subsequent to the payment shall be submitted along with hard copy part of bid. The online payment facility shall be for payment in Indian Rupees only.

15.2 Tenders not accompanied with the EMD/Valid Exemption Certificate issued by concerned authority shall be liable for rejection.

15.3 No interest shall be payable by the Purchaser on the above Bid Security.

15.4 Those MSE Bidders (based on the documents submitted in the Bid) who have not claimed "EMD exemption" in GeM for the specific package, EMD exemption benefits shall not be extended as per the GeM procedures/policies.

26. Contract Performance Guarantee/Security Deposit:

- 16.1 Alternatively, if the performance security is to be submitted in favour of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- <https://epay.powergrid.in>, a link of which is provided on the POWERGRID website www.powergridindia.com. While making such online payment towards performance security, the bidder shall choose segment as "Suppliers" and fill the details as follows:

Payment category	Performance Security
Sub-category	Performance Security for WR-1
Name of depositor	Name of the Contractor
Vendor code ,if applicable	POWERGRID Vendor code if existing
Payment remarks	Performance Security for(enter the name of the contract & contract No)

- 16.2 The copy of "Online Payment Acknowledgement-Suppliers" generated subsequent to the payment shall be submitted by the contractor. The online payment facility shall be for payment in Indian Rupees only.
- 16.3 Security Deposit/CPG will be returned to the contractor after successful completion of contract period.
- 16.4 EMD (if any) of the successful bidder is being released only after submission of CPG/ SD and acceptance in Finance.
- 16.5 No interest shall be payable against Security Deposit/CPG.
- 16.6 **Forfeiture of Security Deposit/CPG:** In case the successful bidder fails to carry out the subject work or fails to follow any of the conditions of the subject contract, the security deposit/CPG shall be forfeited without prejudice to any other right or remedy of POWERGRID to which it is entitled.

27. OFFICER-IN-CHARGE:-

The deployment of vehicle & execution of the contract shall be carried out as per the instructions of the Officer-in-Charge mentioned below or his authorized representative:- POWERGRID CORPORATION OF INDIA LIMITED, Wardha, Plot No. D-1, MIDC Area, Deoli, Dist:

Sr.DGM (Wardha),
Power Grid Corporation of India Limited;
765/400/220 kV Sub Station,
Wardha, Plot No. D-1, MIDC Area, Deoli Wardha, Maharashtra-442101,

Contact person Mobile No. : 9423072643 (Shri S W Kolte, Sr.DGM)

28. "In case of default, the bids received/submitted/ uploaded by you shall be considered non responsive /not eligible for a period of 1 (One) year reckoned from the date of issuance of the termination letter by POWERGRID".

29. Payment Tracking

The Contractor/Service Provider may track the status of its bills using POWERGRID's "On-line Vendor Bill Tracking System". To use this system, the Contractor is required to get itself registered once online at POWERGRID'S ERP Portal with the link URL (<https://etender.powergrid.in>). Once registered, the Contractor/ Service Provider may track status of bills submitted, passed and paid by POWERGRID's Corporate Centre and Regional Office under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:

- Once registered, the Contractor/ Service Provider can log-in to POWERGRID's Vendor Bill Tracking System with Vendor Log-In ID and Password.
- Bill entry is to be done by the Contractor/ Service Provider on POWERGRID's ERP Portal prior to submission of bill. An automated e-mail with unique reference number will be sent to the Contractor/ Service Provider, which needs to be printed and attached on top of the corresponding physical bill to be submitted by the Contractor/Service Provider to POWERGRID.

c) On receipt of physical bill, concerned POWERGRID's official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the Contractor/ Service Provider intimating that the physical copy of the bill has been received and is under verification / processing.

d) The day the payment is made, a mail stating the "Bill number, net payment amount and details of the bank from where the payment has been made" will be sent to the Contractor/ Service Provider.

30. The bills are required to be submitted to the respective Engineer-in-Charge/Consignee for verification and processing. After creation of BTS ID in Bill Tracking System (BTS), the hard copy of the bills along with all enclosures shall be submitted to the following address instead of sending to officer-in-charge.

POWERGRID Payment Processing and Facilitation Center (PPFPC),

Central Receipt section,

Power Grid Corporation of India Ltd.

Near RTO Driving Test Track, Singnayakanahalli

Yelahanka - Dodaballapur Road, Yelahanka Hobli

Bengaluru - 560064 (Karnataka)

BTS ID: _____ (it will be auto generate by system at the time of bill submission)

The option to attach the soft copies of the documents has been enabled in BTS at <https://vendor.powergrid.in/>. The attachment can be done after creation of BTS ID.

31. POWERGRID is registered on TReDS (Trade Receivables Discounting System) platforms namely i.e. RXIL (Receivable Exchange of India Limited), M1-xchange (Mynd Solutions Private Limited) and Invoicemart (A.TReDS Limited) and the facility of the same may be availed by Micro, Small and Medium Enterprises (MSMEs) for payment.

32. Bidders, who are executing contract(s) or has executed contract(s) in the past for the Employer (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:

S. N.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible
1.	Termination of Contract due to Contractor's default	1 year
2.	Encashment of CPG due to non-performance	1 year
3.	Repeated failure of major Equipment while in service	1 year
4.	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract	1 year
5.	More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractor/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	1 year

6.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)	Till the firm comes out of Resolution process
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**For the purpose of working out 50% of the Contract, following shall be taken into account:*

(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.

(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.

Notwithstanding the above, in case any of the event(s) above is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package.

The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.

3.3. MSE PURCHASE PREFERENCE

23.1 If a bidder is a MSE (based on the documents submitted in the Bid) but has not claimed for "MSE Purchase Preference" in GeM for the specific package, MSE purchase preference shall not be extended as illustrated below:

MSE Bidder is not L1

In case an MSE Bidder (based on the documents submitted in the Bid) is not a LI Bidder and further has not claimed "MSE Purchase Preference" in GeM for the specific package, GeM considers them as Non MSE Bidder and the GeM algorithm does not send request to the bidder for matching the prices. Accordingly, purchase preference shall not be extended to such MSE Bidders as per the GeM procedures/policies.

23.2 If a bidder is a MSE (based on the documents submitted in the Bid) but has not claimed for "MSE Purchase Preference" in GeM for the specific package, MSE purchase preference shall not be extended as illustrated below:

MSE Bidder is L1

In case an MSE Bidder (based on the documents submitted in the Bid) is LI Bidder and further has not claimed "MSE Purchase Preference" in GeM for the specific package, GeM considers the Bidder as Non MSE Bidder and mandatorily gives option to send price match request to other eligible MSE bidders (falling within %15 of L-1 bidder). Based on the outcome of the price matching, LI Bidder is displayed in the Portal for POWERGRID to take a decision on whom to award the package. In such a case, the Bidder shall be treated as Non-MSE bidder as per the GeM procedures/policies.

2.6 Buyer Added Bid Specific ATC:

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

2.7 Forms of EMD and PBG:

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

POWER GRID CORPORATION OF INDIA LIMITED
payable at
NAGPUR

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.

2.8 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

POWER GRID CORPORATION OF INDIA LIMITED

Account No.
62027864629
IFSC Code
SBIN 0021034
Bank Name
STATE BANK OF INDIA
Branch address
Powergrid Campus NAGPUR

Bidder to indicate bid number and name of bidding 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 along with bid.

2.9 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.

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

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