

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687729586942

अनुबंध तिथि | Contract Generated Date : 27-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4873798](#)

संगठन विवरण Organisation Details <p>प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Petroleum and Natural Gas विभाग Department : Bharat Petroleum Corporation Ltd संगठन का नाम Organisation Name : Bharat Petroleum Corporation Ltd कार्यालय क्षेत्र Office Zone: Noida Uttar Pradesh</p>		खरीदार विवरण Buyer Details <p>पद Designation : Site Engineer Piyala POL संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buyer6.bpcl.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : BHARAT PETROLEUM CORPORATION LIMITED, A-5 & 6, SECTOR-1, NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201301, India</p>													
वित्तीय स्वीकृति विवरण Financial Approval Detail <p>आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Project Leader वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Project Leader</p>		भुगतान प्राप्तिकरण विवरण Paying Authority Details <p>Role: BUYER भुगतान का तारीका Payment Mode: BPCL पद Designation : Site Engineer Piyala POL ईमेल आईडी Email ID : buyer6.bpcl.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : BHARAT PETROLEUM CORPORATION LIMITED, A-5 & 6, SECTOR-1, NOIDA, Gautam Buddha Nagar, UTTAR PRADESH-201301, India</p>													
परेषिती विवरण Consignee Details <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">क्र.सं S.No</th> <th style="width: 40%;">परेषिती नाम & पता Consignee Name & Address</th> <th colspan="2" style="width: 50%;">सेवा विवरण Service Description</th> </tr> </thead> <tbody> <tr> <td rowspan="3" style="text-align: center;">1</td> <td rowspan="3"> संपर्क Contact : - ईमेल आईडी Email ID : buyer6.bpcl.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : BHARAT PETROLEUM CORPORATION LIMITED, A-5 & 6, SECTOR-1, NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201301, India </td> <td colspan="2">Monthly Basis Cab & Taxi Hiring Services - Sedan; 3300 km 320 hours; Local 24*7</td> </tr> <tr> <td colspan="2">Short Term Cab & Taxi Hiring Services - Sedan; Local 24*7; 80Kms x 10Hrs</td> </tr> <tr> <td colspan="2">Short Term Cab & Taxi Hiring Services - Premium SUV; Local 24*7; 80Kms x 10Hrs</td> </tr> </tbody> </table>				क्र.सं S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description		1	संपर्क Contact : - ईमेल आईडी Email ID : buyer6.bpcl.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : BHARAT PETROLEUM CORPORATION LIMITED, A-5 & 6, SECTOR-1, NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201301, India	Monthly Basis Cab & Taxi Hiring Services - Sedan; 3300 km 320 hours; Local 24*7		Short Term Cab & Taxi Hiring Services - Sedan; Local 24*7; 80Kms x 10Hrs		Short Term Cab & Taxi Hiring Services - Premium SUV; Local 24*7; 80Kms x 10Hrs	
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सेवा प्रदाता विवरण Service Provider Details <p>जेम विक्रेता आईडी GeM Seller ID : YCM2210001921459 कंपनी का नाम Company Name : Karthik Motors & Car Rental Services संपर्क नंबर Contact No. : 09811419946 ईमेल आईडी Email ID : karthikmotors79@gmail.com पता Address : J-389 Second Floor,Dakshin Puri,Dr Ambedkar Nagar, South Delhi, DELHI-110062, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-DL-08-0007640 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 07ATKPK1932G1ZR (B) , (R) , (S)</p>															
<p>*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Buyer</p>															
सेवा विवरण Service Details															
सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 28-May-2024		सेवा समाप्ति तिथि Service End Date : 27-Apr-2025													
श्रेणी नाम Category Name : Monthly Basis Cab & Taxi Hiring Services															
बिलिंग चक्र Billing Cycle: monthly															
विवरण Description		Number of Vehicle(s)	Monthly Base Fare (Per package) inclusive of GST												
District		NA	1												
Zipcode		NA													
Vehicle Type		Sedan													
Type of car (Please select at least 3 options)		Honda Amaze, Maruti Suzuki Dzire, Hyundai Xcent													
Usage Variant		3300 km 320 hours													
Type of Service		Local 24*7													
Year of Vehicle Model		2022													
Km Travelled		Upto 25,000 Kms													
Air Conditioning Requirement		A/C													
Area of Operation		Plains													
Fuel Type		Diesel													
Estimated number of outstation nights per month per vehicle		2													
Duration in Months		11													
कुल राशि (सुर) Total Amount (Formula) : (Number of Vehicle(s)*Monthly Base Fare (Per package) inclusive of GST*Duration in Months)															
ऐडओन के बिना कुल मूल्य Total Value without Addons(INR)		433642													

विवरण जोड़ें|Add On Description

Outstation night charges applicable	250
एडजॉन मूल्य Addon Value (Addon Price*Number of Vehicle(s)*Estimated number of outstation nights per month per vehicle*Duration in Months)	5500
कुल एडजॉन मूल्य Total Addon Value(INR)	5500
ऐडजॉन सहित कुल मूल्य Total Value Including Addons(INR)	439142

कर द्विभाजन | Tax Bifurcation

विशेष Particular	जीएसटी GST (5%)	जीएसटी उपकर 1 GST Cess 1 (0.00%)	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 & Taxi Hiring Services	20911.52	0	-	-

श्रेणी नाम|Category Name : Short Term Cab & Taxi Hiring Services

बिलिंग चक्र Billing Cycle: monthly	
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विवरण Description	Number of Vehicle(s)	Daily Vehicle hiring cost (Per package) inclusive of GST
District	NA	1750
Zipcode		
Vehicle Type		
Type of car (Please select at least 3 options)		
Type of Service		
Usage Variant		
Year of Vehicle Model		
Km Travelled		
Air Conditioning Requirement		
Area of Operation		
Fuel Type	Any	
Duration in Days	40	

कुल राशि (सुन.) | Total Amount (Formula) :

(Number of Vehicle(s)*Daily Vehicle hiring cost (Per package) inclusive of GST*Duation in Days)

ऐडजॉन के बिना कुल मूल्य Total Value without Addons(INR)	70000
कुल एडजॉन मूल्य Total Addon Value(INR)	0
ऐडजॉन सहित कुल मूल्य Total Value Including Addons(INR)	70000

कर द्विभाजन | Tax Bifurcation

विशेष Particular	जीएसटी GST (5%)	जीएसटी उपकर 1 GST Cess 1 (0.00%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST	जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1
Short Term Cab & Taxi Hiring Services	3333.33	0	-	-

श्रेणी नाम|Category Name : Short Term Cab & Taxi Hiring Services

बिलिंग चक्र Billing Cycle: monthly	
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विवरण Description	Number of Vehicle(s)	Daily Vehicle hiring cost (Per package) inclusive of GST
District	NA	2850
Zipcode		
Vehicle Type		
Type of car (Please select at least 3 options)		
Type of Service		
Usage Variant		
Year of Vehicle Model		
Km Travelled		
Air Conditioning Requirement		
Area of Operation		
Fuel Type	Any	
Duration in Days	10	

कुल राशि (सुन.) | Total Amount (Formula) :

(Number of Vehicle(s)*Daily Vehicle hiring cost (Per package) inclusive of GST*Duation in Days)

ऐडजॉन के बिना कुल मूल्य Total Value without Addons(INR)	28500
कुल एडजॉन मूल्य Total Addon Value(INR)	0
ऐडजॉन सहित कुल मूल्य Total Value Including Addons(INR)	28500

कर द्विभाजन | Tax Bifurcation

विशेष Particular	जीएसटी GST (5%)	जीएसटी उपकर 1 GST Cess 1 (0.00%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST	जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1
Short Term Cab & Taxi Hiring Services	1357.14	0	-	-

अनुबंध की राशि|Amount of Contract

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.	<ol style="list-style-type: none"> 1. Maruti Suzuki WagonR 2. Maruti Suzuki Celerio 3. Maruti Suzuki Swift 4. Hyundai i10 5. Hyundai i20 6. Tata Tiago 7. Datsun Go 8. Tata Bolt 9. Hyundai Santro 10. Tata Indigo
Sedan	This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	<ol style="list-style-type: none"> 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
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

		<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 13. MG Hector 14. Maruti FRONX 15. Hyundai Venue 16. Tata Sumo 17. KIA Carens 18. KIA Seltos 19. Mahindra Bolero Neo 20. Mahindra Xylo 21. Renault Lodgy 22. Renault Triber 23. Mahindra Thar 24. Maruti Suzuki Jimny
SUV		<p>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.</p>
MUV		<ol style="list-style-type: none"> 1. Mahindra Bolero Camper 2. Tata Xenon 3. Mahindra Imperio 4. Isuzu Dimax <p>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</p>
Premium SUV/MUV		<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 9. BMW X1 10. Audi Q2 11. Isuzu MU-X 12. Citroen C5 Aircross 13. MG Gloster 14. Compass Trailhawk <p>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.</p>
Luxury Sedan		<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 <p>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.</p>

Luxury SUV/MUV	<p>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.</p> <ol style="list-style-type: none"> 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 9. Audi RS Q8 10. BMW X7 11. Jaguar F-Pace 12. Jeep Wrangler Rubicon 13. Land Rover Defender
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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 illustated 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 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/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	2nd instance	3rd 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.

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-

- 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.
 - 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:
- Increase or decrease in the quantity of vehicles
 - 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:

- 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.
 - 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*****

एसएलए विवरण|SLA Details

Service Level Agreement for Short Term 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 Short-term 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:

- General terms and conditions for Services;
- Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
- 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:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the buyer
- 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
- 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-

- Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
- 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 (including driver and fuel requirements) for a defined but temporary tenure on a daily basis for local and outstation travel of individuals.

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
Hatchback	This segment includes passenger cars with compact design in a two-box configuration, and usually a length between	<ol style="list-style-type: none"> Maruti Suzuki WagonR Maruti Suzuki Celerio Maruti Suzuki Swift Hyundai i10 Hyundai i20

	3401 to 3995 mm.	6. Tata Tiago 7. Datsun Go 8. Tata Bolt 9. Hyundai Santro 10. Tata Indigo 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
Sedan	This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	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 2. Honda City 3. Volkswagen Vento 4. Toyota Corolla 5. Hyundai Verna 6. Skoda Rapid
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.	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
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.	1. Mahindra Bolero Camper 2. Tata Xenon 3. Mahindra Imperio 4. Isuzu Dimax 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
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	1. Toyota Camry 2. Honda Accord 3. Mercedes Benz E Class 4. BMW 3 Series 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 1. Toyota Camry 2. Honda Accord 3. Mercedes Benz E Class 4. BMW 3 Series
Premium SUV	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.	5. Audi A4 6. Volvo S 90 7. Jaguar XE 8. Lexus ES 9. Skoda Superb 10. Skoda Octavia
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.	

Luxury SUV	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
Electric Vehicle	This segment includes vehicles that are either partially or fully powered on electric power.	3. Audi Q5
		4. Jeep Grand Cherokee
		5. Land Rover Discovery Sport
		6. Jaguar F Pace
		7. Volvo XC 60
		8. Mitsubishi Montero
		1. Tata Nexon EV
		2. Hyundai Kona Electric
		3. Mahindra e20plus
		4. TATA XPRES T EV XM+

AC and Non-AC Requirement: The rates provided in the marketplace are for AC vehicles. 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 24x7 requirement, the usage hours selected in the usage variant becomes null and void. It is the responsibility of the service provider to provide one driver per vehicle at all times 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:

For Local

- 40 KM x 5 Hours
- 80 KM x 10 Hours
- 120 KM x 12 Hours
- 168 x 12 Hours

For Outstation

- 250 km x 8 hrs
- 300 km x 10 hrs
- 400 km x 12 hrs
- 500 x 14 hrs

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

Contract Duration: While in the marketplace, the buyer can only select a maximum contract duration of 1 year, the contract duration can be extended up to 4 years at the bid stage.

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 2020, 2019 and 2018. However, if the buyer requires an ex-showroom model or models older than 2018, 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 daily 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:** Additionally, 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 illustated 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 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. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.

2. 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.
3. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
 - 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.
 - The drivers of the vehicles deployed should maintain polite & courteous behavior towards the buyer/ passenger. "Misbehavior" 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 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.
 - 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.
 - 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.
1. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
2. 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.
3. 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 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.
 - 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 "Short Term" basis for both local and outstation travel. The service for the selected month will be deemed to have completed once the buyer has utilized the monthly usage variant and the additional km and hours within variation of 25% of contract value.

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.
 - 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.
1. 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.
2. 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.
3. 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.
 - The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer.
 - 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.
1. 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.
2. 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.
3. 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.
 - 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.
 - The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
 - 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.
 - In the event that the vehicles run more than the estimated number of kms as mentioned in the order details, the charges for additional km travelled will be paid on pro-rata basis as per the formula given above.
1. 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.
2. 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 behavior/ improper uniform by the driver.
3. 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.
4. Buyer may validate the registration from e-vahan portal for authenticity of the vehicle proposed by the service provider.

7 Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing 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

- 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

- 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.
- 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
			1 st 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 penalty of 10% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 15% of daily vehicle hiring cost	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 up to 2 hours	Warning	Penalty of 10% of daily vehicle hiring cost	Penalty of 15% of daily vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
3	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 10% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 15% of daily vehicle hiring cost	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 (replacement provided)	No replacement provided up to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
5	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Penalty of 5% of daily vehicle hiring cost	Penalty of 8% of daily vehicle hiring cost	After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance.
6	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
7	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.
8	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/-	After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance.

9 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

9.1 Payment Condition

- The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
- No advance payment shall be made to the Service Provider.
- The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.
- 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

- 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, logbook and service feedback.

9.3 Payment Process

1. Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
 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.
- Payment will be made through bank transfer only, 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:* 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 or decrease in additional kms and hours up to 25% of the selected usage variant. In case, additional km and hours is not selected while creating the bid, then variation may only take place through either increase in the number of vehicles or increase in duration.

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 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.
- *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

`$total = $quantity*$cost*$number_of_days`

`$quantity` = Number of Vehicle(s)

`$cost` = Daily Vehicle hiring cost (Per package) inclusive of GST

`$number_of_days` = Duration in Days

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

2. Compliance With Motor Vehicle Act : [click here](#)

ईपीबीजी विवरण | ePBG Detail

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

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 scope. 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)

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*:

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 *Buyer Added Bid Specific SLA*:

Text Clause(s)

ANNEXURE-III

PROVIDING TAXI SERVICES AT Piyala POL Terminal

Address:

Bharat Petroleum Corporation Limited
Piyala POL Terminal, Delhi – Faridabad road
Near Asaoti Railway Station, Village Piyala,
District Palwal, Haryana- 121102

Movement will be predominantly but not exclusively between Noida & Piyala. The vehicle may be used for outstation movements.

Sr. No	Service Code	Description	Qty	Unit
1	9002204	Line Text- Hire charges towards providing good condition air conditioned diesel driven commercial mid size sedan vehicle for 320 hours per month (generally between 8:00 AM to 8:00 PM). The rates are to be quoted for fixed monthly running charges upto 3300 Kms. Monthly charges should include running cost of the vehicle including fuel, oil, lubricants, repairs, maintenance services, driver's salary, bhatta, road tax, commercial permit, license fee, associated cess, comprehensive insurance, other statutory requirements, cost of running the vehicle etc. complete in all respects. Commercial vehicle provided should be in good working condition & not earlier than June 2022 Model. The driver provided shall possess a valid commercial vehicle driving license and shall be provided with uniform & shoes.	11	Month
2	9009291	Line text - Charges for outstation night halt including cost of driver bhatta, boarding & lodging	22	DAYs
3	9008383	VEH STAFF Utility-Senior 10 hrs - 80kms Vehicle type : Innova Crysta / Innova / Innova tour	10	EA
4	9004377	VEH STAFF ECONOMY 10 hrs - 80kms Vehicle type: Dzire/ Amaze/ Xcent	40	EA

Special Terms & Conditions

1. One Vehicle " AC Sedan" not older than June 2022 make with driver will be required from 0800 hours to 2200 hours daily (including Sundays / Holidays), may also be required to use the services of car beyond the stipulated time, extra hour charges shall be payable to the contractor.

2. In case, in a month, the car runs more than 3300 Kms, then extra Kms shall be adjusted in the next month such that for 11 months the vehicle runs a total of 36300 KM. Beyond 36300 KM extra KM shall be payable as GeM contract.

3. The vehicle may run beyond the specified KM range and working hour mentioned in the package. In that case, rates shall be calculated as per Service Level Agreement for Contract thru GeM, which states:

- a. 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 availed during the contract period.
- b. During the contract period, the Buyer may increase or decrease the quantity of vehicles and contract period up to 25% and also increase package running mileage and values specified in contract for these parameter in such a manner that in no case the contract cost will increase or decrease by 25% of original contract cost. The payment hours will be done on pro-rata basis calculated on basic package rate as under
- c. Extra per km charges - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.3 in case of normal service and 0.2 in case of 24x7 service
- d. 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 (*Extra KM & extra Hour charges are subjected to GeM contract condition; above mentioned calculation method "Sl. No. 3" are as per reference only and as per previous GeM contracts)

4. Normal working hour will be from 08:00 hrs to 22:00 hrs.

5. If the taxi services are not provided on Sunday / Holidays for whatsoever reason then the company shall arrange the taxi on his own and that amount paid against the providing of taxi on Sunday / Holiday shall be duly recovered from the contractor's running bills.

6. Any parking charges / Toll Charges shall be reimbursed to the contractor on production of the receipts.

7. For running of the car, all expenses viz. maintenance, repairs, wages, taxes, insurance, fuel / oil, spares consumables, upholstery etc. will be borne by the contractor and condition of the car shall always be kept in good condition.

8. On account of break - down / periodic maintenance / servicing of car, the contractor shall be required to position another car without any delay and in even of his failure for such replacement, Company will have the right to make alternative arrangement and the cost shall be debited to contractor's bill.

9. The contractor will pay Road Taxes / en-route levies and other Statutory impositions for the car on hire with the company and shall also undertake to indemnify the cooperation against any consequences arising out of his representatives default of negligence or violation or non-adherence to any Municipal / State / Central Act relating to hiring of a vehicle for carriage of passengers.

10. The contractor shall be required to sign our standard Work Order / agreement with BPCL.

11. The contract shall be applicable for a period of 11 months and the contract can be terminated on one month's notice in writing by BPCL.

12. The driver should follow the dress code as directed by the company representative.

13. A log book shall be required to be maintained for the car for recording daily movements which shall be duly verified by Company Representative placed at construction site. Mileage recording shall be considered with reference to BPCL's office's signature only. Contractor to note that to & from mileage between the taxi premises to BPCL's premises shall not be payable.

14. Payment shall be made on monthly basis with deduction of prevailing Income-tax / Surcharge as applicable.

15. Retention Money clause shall not be applicable for taxi services.

16. Price quoted are fixed for the period of services sought. No price escalation is allowed due to increase in prices of fuel during the tenancy of the contract.

17. Taxi Services will be required for local as well as outstation also.

18. Vendor shall provide registered commercial vehicle. Following documents has to be uploaded in GeM: a. Registration Certificate of vehicle offered b. Aadhar Card and driving license of the driver

NOTE: - These conditions are in addition to the terms & conditions of GeM contract.

Qualification Methodology:

1. Special condition of the contract. a. Vendor uploads signed copy of "Scope & Special Condition of Contract" document.
- b. Vendor scores 50 marks.
2. Vehicle of 2022 make:
 - a. If the vendor has a suitable vehicle that he intends to deploy for the service, the RC of the vehicle shall be uploaded.
 - b. If the vendor does not have a suitable vehicle and intends to purchase new one and deploy the same, a regret letter shall be uploaded against "RC of vehicle to be provided" & a declaration on vendor letterhead shall be uploaded against "Declaration of purchasing of new vehicle" mentioning the following data of the vehicle the vendor is willing to buy i. Manufacturer: ii. Model: iii. Year of manufacturing of the vehicle:
 - c. Vendor scores 50 marks The vendor who scores 100 marks qualifies for financial bid evaluation.

Note: If the offer received by the two or more bidders are same, award of job will be done as per GeM guidelines / procedure

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

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