

## अनुबंध | Contract



अनुबंध नाम | Schedule Name: Schedule 15

अनुबंध क्रमांक | Contract No: GEMC-511687720854600  
 अनुबंध तिथि | Contract Generated Date : 10-Jun-2024  
 बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4880074](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details
प्ररूप   Type :	Central PSU	पद   Designation : SRMANAGER2
मंत्रालय   Ministry :	Ministry of Power	संपर्क नंबर   Contact No. : -
विभाग   Department :	Contracts and Materials	ईमेल आईडी   Email ID : buyer20.nocl.tn@gembuyer.in
संगठन का नाम   Organisation Name :	NTPC Tamilnadu Energy Company Ltd	जीएसटीआईएन   GSTIN : -
कार्यालय क्षेत्र   Office Zone:	Chennai	NTPC Tamilnadu Energy Company Ltd. Vallur Thermal Power Project, PO Vellivoyal Chavadi, Ponneri Taluk, Thiruvallur District, Chennai 600103, TIRUVALLUR, TAMIL NADU-600103, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence :	No	Role: PAO
प्रशासनिक अनुमोदन का पदनाम	GM (C&M)	भुगतान का तरीका   Offline
Designation of Administrative Approval:		Payment Mode:
वित्तीय अनुमोदन का पदनाम	DGM (F&A)	पद   Designation : DGM 1
Designation of Financial Approval :		ईमेल आईडी   Email ID : pao5.nocl.tn@gembuyer.in
		जीएसटीआईएन   GSTIN : -
		NTPC Tamilnadu Energy Company Ltd. Vallur Thermal Power Project, PO Vellivoyal Chavadi, Ponneri Taluk, Thiruvallur District, Chennai 600103, Tiruvallur, TAMIL NADU-600103, India
		पता   Address:

परेष्ठी विवरण   Consignee Details		
क्र.सं.   S.No	परेष्ठी नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : buycon53.nocl.tn@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : NTPC Tamilnadu Energy Company Ltd. Vallur Thermal Power Project, PO Vellivoyal Chavadi, Ponneri Taluk, Thiruvallur District, Chennai 600103, TIRUVALLUR, TAMIL NADU-600103, India	Monthly Basis Cab and Taxi Hiring Service - Without Fuel - Sedan; Honda Amaze, Maruti Suzuki Dzire, Tata Tigor, Hyundai Xcent; 2023; 0-25,000 kms; A/C; 12

सेवा प्रदाता विवरण   Service Provider Details		
जेम विक्रेता आईडी   GeM Seller ID :	A4TO220005777829	
कंपनी का नाम   Company Name :	N.DIVAKAR TRAVELS	
संपर्क नंबर   Contact No. :	08939280666	
ईमेल आईडी   Email ID :	divakar8442@gmail.com	
पता   Address :	536, T.H.Road, Pungambedu, Tiruvallur, TAMIL NADU-601203, -	
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-TN-24-0039576	
एमएसई सामाजिक श्रेणी   MSE Social Category :	General	
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
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सेवा विवरण   Service Details				
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 17-Jun-2024	सेवा समाप्ति तिथि   Service End Date : 16-Jun-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)		
Vehicle Type	Sedan			
Type of car	Honda Amaze, Maruti Suzuki Dzire, Tata Tigor, Hyundai Xcent			
Year of Vehicle Model	2023			
Vintage in KM	0-25,000 kms			
Air Conditioning	A/C			

Engagement Hours per Day	12		
Fuel to be provided by Buyer	To be reimbursed to the Service Provider as per actual consumption.		
Driver Required	Yes		
Type of Terrain	Plain		
Fuel type of vehicle	Petrol		
Estimated KMs to be traveled in a month	3250		
Duration in Months within the Contract Period	36		

**कुल राशि (सूचा) | 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)	1228500
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	1228500

#### कर विभाजन | Tax Bifurcation

विविध   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	58500	0	-	-

#### अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	1228500
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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	<p>This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.</p>	5. Hyundai i20 6. Tata Tiago  7. Datsun Go  8. Tata Bolt  9. Hyundai Santro  10. Tata Indigo
Sedan	<p>This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.</p>	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  2. Honda City
Premium Sedan	<p>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.</p>	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	<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>	5. Ford Ecosport  6. Hyundai Creta  7. Renault Duster  8. Mahindra TUV300  9. Mahindra XUV300  10. Mahindra XUV 500

MUV	<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>	<ol style="list-style-type: none"> <li>1. Mahindra Bolero Camper</li> <li>2. Tata Xenon</li> <li>3. Mahindra Imperio</li> <li>4. Isuzu Dimax</li> </ol>
		<ol style="list-style-type: none"> <li>1. Toyota Innova</li> <li>2. Toyota Innova Crysta</li> <li>3. Toyota Fortuner</li> </ol>
Premium SUV/MUV	<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>	<ol style="list-style-type: none"> <li>4. Ford Endeavour</li> <li>5. Jeep Compass</li> <li>6. Tata Hexa</li> <li>7. Tata Harrier</li> <li>8. Honda CR-V</li> </ol>
		<ol style="list-style-type: none"> <li>1. Toyota Camry</li> <li>2. Honda Accord</li> <li>3. Mercedes Benz E Class</li> <li>4. BMW 3 Series</li> <li>5. Audi A4</li> <li>6. Volvo S 90</li> <li>7. Jaguar XE</li> <li>8. Lexus ES</li> <li>9. Skoda Superb</li> <li>10. Skoda Octavia</li> </ol>
Luxury Sedan	<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>	<ol style="list-style-type: none"> <li>1. Mercedes Benz GLC</li> <li>2. BMW X3</li> <li>3. Audi Q5</li> <li>4. Jeep Grand Cherokee</li> <li>5. Land Rover Discovery Sport</li> <li>6. Jaguar F Pace</li> <li>7. Volvo XC 60</li> <li>8. Mitsubishi Montero</li> </ol>
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>	

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 authencity 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
			1 <sup>st</sup> instance	2 <sup>nd</sup> instance	3 <sup>rd</sup> 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 hiring cost of the particular vehicle	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of monthly hiring cost of the particular vehicle	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
2	Non deployment of 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 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
4	Breakdown of 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 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
5	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 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
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 <sup>rd</sup> instance, the buyer may continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
7	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000	Penalty of Rs. 2000/-		After 2 <sup>nd</sup> instance, the service provider will have to replace the driver
8	Driver in intoxicated state	Any Instance	Penalty of Rs. 2500/-			After 1 <sup>st</sup> instance, the service provider will have to replace the driver. After 2 cumulative instances,

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 terminate the contract. After 3 <sup>rd</sup> instance, the buyer may continue to impose the same penalty as imposed for 3 <sup>rd</sup> 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](#)

### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशेष (%)   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) 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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**1. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has /have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

### 2. BIDDING DOCUMENTS:

1. The set of Bidding Documents issued for the purpose of bidding includes one set of the following, which should be read in conjunction with GEM portal conditions, GTC, SLA, amendments, if any,

Section	
I	<b>Invitation for Bids (IFB)/Tender Enquiry/Notice Inviting Tender (NIT)</b>
II	<b>Not used</b>
III	<b>General Conditions of Contract (GCC)</b>
IV	<b>Special Conditions of Contract (SCC)</b>
V	<b>Technical Specifications and Bid Drawings</b>
VI	<b>Schedule of Quantities (SOQ) / Bill of Quantities (BOQ)</b>
VII	<b>Forms and Procedures</b>

2. The Bidder is expected to examine all instructions, forms, terms, conditions and specifications in the Bidding Documents, before submission of his bid. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of such bid.

### 3. BID SUBMISSION:

**Bidders are requested to submit offer / proposal as under on GEM Portal:**

**(A) TECHNO-COMMERCIAL BID**

**(I) OFF-LINE BID (PHYSICAL BID)**

1. Envelope-1... marked as 'EMD/Bid Security.'

**a) EMD form in case paid online**

**b) Attachment 1 : Earnest Money Deposit, in case paid in modes other than on-line payment**

**Any other document asked for in the SCC.**

**(II) ON-LINE BID**

1. Upload the following in for EMD:

**a) Attachment 1: Earnest Money Deposit (scanned copy)**

1. Upload the following in Pre-Qual/Technical Bid/Envelope

**Following attachments**

- a) Attachment 3: Bidders Qualification Documents**
- b) Attachment 4: Sub-contractor proposed by Bidder**
- c) Attachment 5: Equipment/Machinery Deployment Schedule**
- d) Attachment 6: NO DEVIATION CERTIFICATE**
- e) Attachment 7: FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY**
- f) Attachment 8: Electronic Fund Transfer (EFT) Form**
- g) Attachment 9: Declaration regarding GST**
- h) Attachment 10: Technical details & data sheets, drawings, compliance to scope of work etc.**
- i) Attachment 11: Vendor Data**
- j) Attachment 12 : Form of Acceptance of Policy for Debarment from Business Dealings**
- k) Attachment 13: Declaration regarding Minimum Local Content**
- l) Attachment 14: Details along with Copy of PF and ESI registration, PAN and GSTIN. In case GSTIN is not specified, it shall be considered that the bidder is an unregistered dealer.**
- m) Attachment 15: Adherence to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy**
- o) Attachment 16: Compliance to "Conflict of Interest" provisions**

**Any other document asked for in the GTC/SCC/Technical specifications also to be uploaded in Pre-Qual/Technical Cover/Envelope.**

**(B) PRICE BID/OFFER PRICE**

**In the Bill of Quantity (BOQ) provided, the bidder shall quote the prices; taxes etc. as asked for. The filled Bill of Quantity (BOQ) is to be uploaded in the Finance Cover/Envelope on the GeM portal**

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

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