

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687718130022

अनुबंध तिथि | Contract Generated Date : 02-Jul-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4893155](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : State Autonomous मंत्रालय Ministry : - विभाग Department : Energy and Petro Chemicals Department Gujarat संगठन का नाम Organisation Name : Gujarat Energy Development Agency (GEDA) : Gandhinagar कार्यालय क्षेत्र Office Zone: Udh yog Bhavan	पद Designation : Senior Project Executive IC संपर्क नंबर Contact No. : 079-23257260-307 ईमेल आईडी Email ID : support-geda-gnr@gujarat.gov.in जीएसटीआईएन GSTIN : - पता Address : Gujarat Energy Development Agency ,Udh yog Bhavan,4th Floor,Wing no-11-12,Sector-11,Gandhinagar-382017, GANDHINAGAR, GUJARAT-382017, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Director वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Director	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Accountant ईमेल आईडी Email ID : acct-geda-gnr@gujarat.gov.in जीएसटीआईएन GSTIN : N पता Address: Gujarat Energy Development Agency ,Udh yog Bhavan,4th Floor,Wing no-11-12,Sector-11,Gandhinagar-382017, GANDHINAGAR, GUJARAT-382017, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 079-23257268- ईमेल आईडी Email ID : oa-geda-gnr@gujarat.gov.in जीएसटीआईएन GSTIN : 24AAATG1858Q1ZA पता Address : Gujarat Energy Development Agency ,Udh yog Bhavan,4th Floor,Wing no-11-12,Sector-11,Gandhinagar-382017, GANDHINAGAR, GUJARAT-382017, India	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 km x 320 hours; Local 24*7

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : 70CD200001213677 कंपनी का नाम Company Name : JAY TRAVELS संपर्क नंबर Contact No. : 08238528328 ईमेल आईडी Email ID : jaytravels@gmail.com पता Address : 107,Krushna kunj Appartments,kudasan,Near raksha shakti circle,kudasan, gandhinagar, GUJARAT-382421, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 24AEHPD6092C2ZU (R)	

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

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 01-Aug-2024 सेवा समाप्ति तिथि | Service End Date : 31-Jul-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	35950
Zipcode	NA	
Vehicle Type	Sedan	
Type of car (Please select at least 3 options)	Honda Amaze, Maruti Suzuki Dzire, Hyundai Xcent	
Usage Variant	2500 km x 320 hours	
Type of Service	Local 24*7	
Year of Vehicle Model	2023	
Km Travelled	Upto 75,000 Kms	
Air Conditioning Requirement	A/C	
Area of Operation	Plains	
Fuel Type	Petrol	
Duration in Months	12	

कुल राशि (सूत्र) | Total Amount (Formula) :
(Number of Vehicle(s)*Monthly Base Fare (Per package) inclusive of GST*Duration i n Months)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	431400
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	431400

अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	431400
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एसएलए विवरण | SLA Details

Service Specific Terms and Condition

Of

Monthly Basis Cab & Taxi Hiring Services

1 Agreement Overview

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

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

1. General terms and conditions for Services (GTC);
2. Service Specific Terms and Conditions (STC) of the Services contracts shall include the service level agreement (SLA) for the service;
3. BID / Reverse Auction specific Additional Terms and Conditions (ATC) as specified by the Buyer.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions.

The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

2 Objectives and Goals

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

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

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

3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

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

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

4 Scope of Services

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

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

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

Sedan	This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	<ol style="list-style-type: none"> 3. Tata Tigor 4. Hyundai Xcent 5. Ford Aspire 6. Volkswagen Ameo 7. Tata Zest 8. Nissan Sunny 9. Toyota Etios
Premium Sedan	This segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually a length between 4000 to 4600 mm.	<ol style="list-style-type: none"> 1. Maruti Suzuki Ciaz 2. Honda City 3. Volkswagen Vento 4. Toyota Corolla 5. Hyundai Verna 6. Skoda Rapid
SUV	This segment includes passenger vehicles which combine elements of road-going passenger cars with features from off-road vehicles, such as raised ground clearance and four-wheel drive and length between 3995 to 4500 mm.	<ol style="list-style-type: none"> 1. Maruti Suzuki Ertiga 2. Maruti Suzuki Vitara Brezza 3. Mahindra Scorpio 4. Maruti Suzuki XL6 5. Ford Ecosport 6. Hyundai Creta 7. Renault Duster 8. Mahindra TUV300 9. Mahindra XUV300 10. Mahindra XUV 500 11. Mahindra Bolero 12. Mahindra Marazzo 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
MUV	This segment includes vehicles for transport of passenger and material with a seating capacity of 3 besides driver with an open loading capacity in the back for 1 to 1.25 MT	<ol style="list-style-type: none"> 1. Mahindra Bolero Camper 2. Tata Xenon 3. Mahindra Imperio 4. Isuzu Dimax 1. Toyota Innova 2. Toyota Innova Crysta 3. Toyota Fortuner 4. Ford Endeavour 5. Jeep Compass 6. Tata Hexa
	This segment includes SUV/MUVs intended to provide	

Premium SUV/MUV	passengers with increased comfort, a higher level of equipment and increased perception of quality than regular SUVs and length between 4300 to 4800 mm.	<ol style="list-style-type: none"> 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
Luxury Sedan	This segment includes passenger vehicles with luxury design in a three-box configuration, intended to provide top level of comfort and highest perception of quality and length between 4500 to 5200 mm.	<ol style="list-style-type: none"> 1. Toyota Camry 2. Honda Accord 3. Mercedes Benz E Class 4. BMW 3 Series 5. Audi A4 6. Volvo S 90 7. Jaguar XE 8. Lexus ES 9. Skoda Superb 10. Skoda Octavia
Luxury SUV/MUV	This segment includes SUV/ MUVs with luxury design, intended to provide top level of comfort and highest perception of quality and usually length between 4600 to 5300 mm.	<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

Ac and Non-AC Requirement: If the service is procured from the marketplace, the service provider shall provide AC cars. However, if the service is procured through bid creation, the Service Providers may provide the service based on buyer's selection.

Outstation and local travel: For the purpose of this service, local travel would include areas covered within the city limits or up to 50 km of one-way travel, whichever is higher, and outstation would include the areas covering outside the city limits or more than 50 kms of one-way travel, whichever is higher as per buyer requirements. If the buyer avails the services for a 24*7 requirement, the usage hours selected in the usage variant becomes null and void. It is the responsibility of the service provider to always provide one driver per vehicle as per the requirement, while complying with the Labour Laws.

Usage Variants: Buyers of this service can select from a range of usage variants (bundled km/hour package) depending on their requirements, which are listed below:

- 1200 km x 208 hours
- 1500 km x 260 hours
- 1500 km x 320 hours
- 2000 km x 320 hours
- 2500 km x 320 hours
- 3000 Km x 364 hours

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

Contract Duration: Buyer can avail the service maximum up to 5 years.

Year of Vehicle Model: The buyer can also select the year of vehicle model required to guarantee quality of the vehicle provided. The buyer can choose from models of 2022, 2021, 2020 and 2019. However, if the buyer requires an ex-showroom model or models older than 2019, they can enter custom requirement.

KM travelled: The buyer shall also specify the range of km travelled for the vehicle so as to guarantee quality. The buyer may choose from ranges starting from 0 km up to 1 lakh km run by the vehicle.

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

Add ons

1. Outstation Night charges: For outstation travel, additional night charges shall apply. The service provider shall provide the outstation charges per night. The billing will be done on actual outstation nights availed during the contract period.

2. During the contract period, the Buyer may increase or decrease the quantity of vehicles and contract period upto 25% The payment for extra distance and extra duty hours will be done on basic package rate as under:

1. Extra per km charges - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.5 in case of normal service and 0.4 in case of 24x7 service

2. Extra hour charges - Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4. In case of 24x7 service, no charges for extra hours to be paid

An example of calculation for extra kms illustrated below for reference:

Calculation of extra Kms cost for extra 100 Kms beyond package Kms

Normal Service		24X7 Service	
Package 2000Kms X 320 Hrs		Package - 2000 Kms	
Package Cost (in INR)	50000	Package Cost (in INR)	60000
Per Km cost as per package (Rs. 50000/2000 Kms)	25	Per Km cost as per package (Rs. 60000/2000 Kms)	30
Multiplied by factor 0.5	12.5	Multiplied by factor 0.4	12
Cost for extra 100 Kms	1250	Cost for extra 100 Kms	1200

However, buyer mentioning extra Kms or extra Hour rates in bid will supersede this clause.

4.1 Service Details and Standards

1. All vehicles provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
2. All vehicles provided shall be air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
3. All vehicles should be always in excellent working condition (both internally and externally). The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odour and any personal belongings of the driver.
4. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
5. The vehicle deployed shall be parked at the Buyer's/ User's premises after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/ User.
6. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
7. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also always have an active internet connection where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be always reachable during duty hours.
8. The drivers of the vehicles deployed should maintain polite & courteous behaviour towards the buyer/ passenger. "Misbehaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract deduction as per provisions of the contract.

4.2 Defined Timelines

1. The Service Provider shall ensure that assigned vehicle and driver report within 24 Hours of confirmation of order or as mutually agreed with the Buyer.
2. Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
3. Delay in arrival beyond 30 minutes, shall attract deductions.

4.3 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract.
2. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
3. The Buyer shall be entitled to use the vehicle within the scope of service specified under this contract and at no time during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Buyer.
4. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
5. The drivers/ staff provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws will be the sole responsibility of the service provider.
6. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle. The Service Provider shall be solely and exclusively liable for the losses / damages caused by the driver of the Service Provider and shall indemnify the Buyer in case of any such losses / damages.
7. The buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider.
8. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk.

4.4 Limitations of Service Delivery (if any)

1. Hiring for this service would mean hiring for monthly basis for both local and outstation travel. The service for the selected month will be deemed to have been completed once the buyer has utilized the monthly usage .

5 Service Provider's Obligation

1. Service Provider shall ensure he level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
2. Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.
3. The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in off duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to the buyer.
4. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act.
5. The service provider shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Buyer on actual basis as paid by the service provider.
6. The service provider must ensure that all necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
7. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer.
8. In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
9. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable

Laws/Acts/Rules/Guidelines/Notifications/Regulations/Orders shall rest with the service provider only and the buyer will not be liable in any manner.

10. The Service Provider shall not deploy or shall discontinue deploying the driver(s), if desired by the Buyer and must ensure prompt replacement of the driver(s) without any additional cost to the Buyer. The drivers being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.

11. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the service provider.

12. In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke deductions then buyer shall have right to make necessary deductions as per the provisions mentioned in the deductions of this document.

13. The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.

14. The Service Provider will deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

6 Buyer's Obligations

1. The location for reporting shall be provided by the buyer to the service provider.

2. The toll charges, parking fee or entry taxes payable locally or outstation shall be reimbursed by the Buyer to the Service Provider on actual basis as paid by the service provider.

3. In the event that the vehicles run more than the package kms as mentioned in the order details, the charges for additional km travelled will be paid as per the factor given above.

4. In the event of outstation travel, outstation night charges will be paid to the service provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location.

5. The Buyer/ passenger must immediately report to the designated representative of the Service Provider any problems, complaints, incidents, or accidents that occur during the trip, including any form of inappropriate behaviour/ improper uniform by the driver.

6. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form the buyer/ passenger. If the driver of the vehicle communicates directly with the Buyer/passenger (either by telephone, in writing or verbally, and either before, during or after a trip) to make alter or change the nature of service provided the Buyer must immediately inform the Service Provider.

7. Buyer may validate the registration from e-vahan portal for authenticity of the vehicle proposed by the service provider.

8. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long-term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

7 Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analysing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ deduction on either party.

7.1 Logbook

1. The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the buyer. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.

7.2 Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.

2. The Service Provider shall maintain a compliant register in the vehicles for the complaints by the passenger travelling in the vehicle.

8 Deductions

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such deductions and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Deductions			Remarks
			1st instance	2 nd instance	3 rd instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 10% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Deduction of 3% of particular monthly vehicle hiring cost	Deduction of 5% of particular monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.
4	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of	Amount of charges for vehicle hired by Buyer from third party and a deduction of 8% of	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction

				monthly vehicle hiring cost	monthly vehicle hiring cost	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-

1. Amendment of the Contract after event of Force Majeure: In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
2. Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

□ Variation of the Contract as per both parties' consent: The variation in the contract can be done through the following, however, the variation put together shall not reduce or exceed 25% of contract value:

1. Increase or decrease in the quantity of vehicles
2. Increase or decrease in duration of contract

11 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. Mutual consent: The contract may be terminated on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any deductions or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
2. Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

□ Breach of SLAs: The contract may also be terminated if i) the cumulative deductions rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

Calculation Formula for the Service

\$total = \$quantity*\$cost*\$duration_in_months

\$quantity = Number of Vehicle(s)

\$cost = Monthly Base Fare (Per package) inclusive of GST

\$duration_in_months = Duration in Months

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

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

1. Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser) : 3
2. Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser) : 3
3. Minimum years (up to 5 years) of experience in related field : 3
4. Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years : 3
5. Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies : 2

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

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic.

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

2.2 Service & Support.

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2.3 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.4 Forms of EMD and PBG:

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

Gujarat Energy Development Agency
payable at
Gandhinagar

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

2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Instructions regarding the documentary evidence as requested in the tender.

- Tender will not be considered as "valid" without EMD. Any agency who has not submitted EMD will be disqualified. EMD 5% of Tender Value Rs.17000/-

-Extra Kilometre rate specified as under :

Extra Km Rate = Order value per month / 2500 Kilo Meter * 0.7

- Bidder have must provide firm registration, permanent address, service mobile/ tel. number.**
- The certificate of turnover will be required duly certified by chartered account.[copy of the income tax return file or balance sheet will not be valid.]**
- As a documentary proof of experience, agency has to submit a certificate of satisfactory work on the letter pad of the Government / Semi-Government / Board / Corporation / School etc. where the work has been done. Only a copy of the work order will not be valid. (3A certificate or work satisfactory or work complication certificate is required.)**
- fully agree with the ATC. Those who do not provide Accepted ATC will be technically disqualified.**
- All the documentary evidence in the tender should be uploaded in A4 size and in Portrait format only.**
- Unreadable evidence will not be considered as "valid".**
- Bidders who have attached Unwanted documents will be technically disqualified.**
- Bidder should have must be located at Consignee Location (Gandhinagar or Ahmedabad District)**
- The vehicle will have to be parked at night in Gujarat Energy Development Agency parking lot.**
- The mobile number of the driver has to be given in the office and the driver has to receive the mobile otherwise the bill will be deducted according to the pro rata of that day.**
- bills will be deducted pro rata on the day on which the vehicle is shut down due to technical or agency reasons.**
- As the vehicle is to be provided for 365 days and 24 hours, the services of the vehicle have to be continued even on holidays.**
- According to the rules the log book of vehicle has to be provided along with the bill at own expense.**
- The agency will have to bear the driver's expenses while going out of Gandhinagar and if the driver's expenses are paid by the service provider, the reimbursement will be given to the person who incurred the expenses from the bill.**
- 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable**

- Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.**

- Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.**

-Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

-The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

-Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

-AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

-Any approach from the tenderer, his representative or his agent to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected. Advisory Bank.

-The tenderer shall declare the name of the employee of GEDA and his relationship with him in case any employee of GEDA is a relative of the tenderer.

-The tenderer shall have to comply with all rules, regulations, laws and bylaws enforced by local and State Govt. and also the organization in whose premises the work has to be done.

-The tenderer shall not, without the consent in writing of GEDA, transfer, assign or sublet the work under this contract or any substantial part thereof to any other party.

- Any question, dispute or difference whatsoever arise between GEDA and contractor, in connection with this agreement except as to matters, the decision for which has been specifically provided, either party may forthwith give to the other notice in writing of existence of such questions, dispute, difference and the same shall be referred to the sole arbitrators of a person nominated by Director GEDA. This reference shall be governed by Indian Arbitration Act, 1940 and the rules made there under. The award in such arbitration shall be final and binding on all the parties. Work under the agreement shall continue during the arbitration proceedings unless the GEDA or Arbitrators directs otherwise.

- GEDA may at any time by notice in writing to the contractor either stop the work altogether or reduce or cut it down. If the work is stopped altogether, the contractor shall only be paid for work done and expenses legitimately incurred by him up to the date on which such notice is received by him. Such expenses shall be assessed by GEDA whose decision shall be final and binding on the tenderer. If the work is cut down the tenderer shall not be paid for the work as so cut down, but in neither case shall be paid any compensation whatsoever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract. Notices, statements and other communications sent by GEDA through registered post or telegram or fax, mail or to the tenderer at his specified address shall be deemed to have been delivered to the contractor.

SPECIAL TERMS AND CONDITIONS & SCOPE OF WORK

- 1) The vehicle provide under the annual rate contract shall be A/c diesel driven, vehicle, not be older than two years i.e. vehicle manufactured/having registration certificate not earlier than January 2020 shall only be considered.**
- 2) The vehicle should be in good working condition and have floor matting and carpet with good pillow cover seats. The vehicles to be provided should be cleaned and tiptop conditions in all respect.**
- 3) The vehicle should have valid registration number and permit from RTO office. It should be insured with insurance company with comprehensive unlimited third party person injury risk cover.**
- 4) The contractor has to furnish the R.C.Book. Fitness certificate , permit book, driving license, road tax receipt, insurance receipt, PUC as well as corporation octroy receipt for each vehicle before signing the contract.**
- 5) The drivers should be well conversant with road geometry, well behaved, well dressed, experienced and should have valid driving license.**
- 6) The contractor should provide vehicle as per the written requisition given by GEDA. In case of failure in providing the vehicles as per the requisition, Security Deposit shall be forfeited by GEDA.**
- 7) The vehicles shall be inspected time to time by the officer of GEDA and if not found in good condition then vehicles should be replaced by another good working condition vehicles.**
- 8) The vehicle should have a spare wheel, jack, spanner set required paperstwhile on the road.**
- 9) The fuel tank should be full with petrol/Diesel and no advance money will be given to the driver of the vehicle for oil, diesel/petrol and toll taxes etc.**
- 10) Tenderer will be responsible for time to time applicable labour laws, sales tax, income tax, RTO rules and any other laws of government of India and Gujarat.**
- 11) GEDA will not be responsible for repairing, breakdown, incidental expenses for the hired vehicle.**
- 12) The tenderer will be solely responsible for any consequences and claim(s) under the law arising out of any accident caused by the hired vehicle to the equipment/property/personnel of GEDA. The tender shall be responsible for any claim/compensation that arises due to damages/injuries/sustained by any third parties including his life/injuries/property etc caused by the hired vehicle.**
- 13) The driver(s) engaged/deputed with the hired vehicle by the tender for carrying GEDA's officers/staff shall maintain punctuality and discipline if any person(s) engaged by the tender is found to be undisciplined/misbehaving with the GEDA's officers/staff or under the influence any intoxicate, the hired vehicle may not be accepted for duty of GEDA. The time lost due to such eventualities shall be entirely to the tenderer cost**

and shall attract liquidated under this contract.

14) The tenderer shall abide by the existing security and safety rules/regulations as per instruction given from time to time.

15) Agency reserves the right to discontinue the annual contract during the contract period, if the services are not found to full satisfaction.

16) The successful tenderer shall raise the bill every fortnight. The 100% payment shall be made on production of necessary bills relevant documents within 10 days from the receipt of bills and relevant documents.

17) GEDA at its discretion may divide the work to any number of parties.

18) EPBG/SD of 5% has to be deposit in form of Demand Draft.

19) If Service Provider fails to provide service prescribe in tender the S.D will be forfeited

2.6 Buyer Added Bid Specific ATC:

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

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

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