

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687722431281

अनुबंध तिथि | Contract Generated Date : 03-Jul-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5071381](#)

<b>संगठन विवरण   Organisation Details</b>	<b>खरीदार विवरण   Buyer Details</b>
प्रकार   Type : Central Government मंत्रालय   Ministry : Ministry of Railways विभाग   Department : Indian Railways संगठन का नाम   Organisation Name : South East Central Railway कार्यालय क्षेत्र   Office Zone : HQ NEW GENERAL MANAGER SECR	पद   Designation : DY CMM G SECR संपर्क नंबर   Contact No. : -9752475763- ईमेल आईडी   Email ID : pokhara.prapulla@gov.in जीएसटीआईएन   GSTIN : - पता   Address : New General Manager , South East Central Railway,, BILASPUR, CHHATTISGARH-495004, India

<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b>	<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b>
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval : AGM/SECR वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : PFA/SECR/BSP	Role: CONSIGNEE

<b>परोक्षी विवरण   Consignee Details</b>		
क्र.सं.   S.No	परोक्षी नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : -9752475006- ईमेल आईडी   Email ID : vikki.swarup@gov.in जीएसटीआईएन   GSTIN : - पता   Address : New General Manager , South East Central Railway, BILASPUR, CHHATTISGARH-495004, India	Monthly Basis Cab & Taxi Hiring Services - SUV; 1190 km x 260 hours; Outstation

<b>सेवा प्रदाता विवरण   Service Provider Details</b>	
जेम विक्रेता आईडी   GeM Seller ID : 9B6D200001175104 कंपनी का नाम   Company Name : A C ENTERPRISES संपर्क नंबर   Contact No. : 08551076666 ईमेल आईडी   Email ID : ACENTERPRISES1988@GMAIL.COM पता   Address : H NO 256 NEW SHUKRAWARI DASARA ROAD NEAR SHENDE BUILDING MAHAL NAGPUR, NEW SHUKRAWARI, Nagpur, MAHARASHTRA-440032, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-MH-20-0140973 एमएसएमई सामाजिक श्रेणी   MSE Social Category : OBC एमएसएमई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: NA	

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

## सेवा विवरण | Service Details

सेवा प्रारंभ तिथि (नवीनतम) | Service Start Date (latest by): 10-Jul-2024 सेवा समाप्ति तिथि | Service End Date : 09-Jul-2026

श्रेणी नाम | Category Name : Monthly Basis Cab &amp; Taxi Hiring Services

<b>बिलिंग चक्र   Billing Cycle: monthly</b>		
विवरण   Description	Number of Vehicle(s)	Monthly Base Fare (Per package) inclusive of GST
District	NA	41820
Zipcode	NA	
Vehicle Type	SUV	
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga, Mahindra Marazzo, KIA Carens	
Usage Variant	1190 km x 260 hours	
Type of Service	Outstation	
Year of Vehicle Model	2022, 2023, 2024	
Km Travelled	Upto 75,000 Kms	
Air Conditioning Requirement	Non-A/C	
Area of Operation	Hilly + Plain Area	
Fuel Type	Any	
Duration in Months	24	

कुल राशि (सूत्र) | Total Amount (Formula) :

( Number of Vehicle(s)\*Monthly Base Fare (Per package) inclusive of GST\*Duration in Months )

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	1003680																								
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0																								
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	1003680																								
<b>अनुबंध की राशि   Amount of Contract</b>																									
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	1003680																								
<b>एसएलए विवरण   SLA Details</b>																									
<b>Special Terms and Conditions For Monthly Basis Cab &amp; Taxi Hiring Services</b>																									
<p><b>1. Agreement Overview</b></p> <p>This Agreement represents a Special Terms and Conditions (STC) and Service Level Agreement (SLA) between the Buyer and Service provider. The purpose of this agreement is to facilitate rendering of Monthly Basis Cab &amp; Taxi Hiring Service from the Buyer's premises or any other premises designated by buyer. This Agreement outlines the scope of work, obligations of both buyer and service provider, 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.</p> <p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <ol style="list-style-type: none"> <li>1. General terms and conditions for Services;</li> <li>2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;</li> <li>3. BID / Reverse Auction specific ATC.</li> </ol> <p>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.</p> <p><b>2. Objectives and Goals</b></p> <p>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:</p> <ol style="list-style-type: none"> <li>1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties.</li> <li>2. Present a clear, concise and measurable description of services offered to the buyer.</li> <li>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.</li> <li>4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.</li> </ol> <p>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.</p> <p><b>3. Parties to Agreement</b></p> <p>The main stakeholders associated with this agreement are below-</p> <ol style="list-style-type: none"> <li>1. <b>Buyer:</b> Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</li> <li>2. <b>Service Provider:</b> 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.</li> </ol> <p>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 before signing the document.</p> <p><b>4. Scope of Service:</b></p> <ol style="list-style-type: none"> <li>4.1 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.</li> <li>4.2 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.</li> <li>4.3 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.</li> <li>4.4 The payment for extra distance and extra duty hours will be done on basic package rate as under: <ol style="list-style-type: none"> <li>1. <b>Extra per km charges</b> - 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</li> <li>2. <b>Extra hour charges</b> - 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</li> </ol> </li> </ol> <p>An example of calculation for extra kms illustrated below for reference:</p> <p><b>Calculation of extra Kms cost for extra 100 Kms beyond package Kms</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left;">Normal Service</th> <th colspan="2" style="text-align: left;">24X7 Service</th> </tr> <tr> <th colspan="2">Package 2000Kms X 320 Hrs</th> <th colspan="2">Package - 2000 Kms</th> </tr> </thead> <tbody> <tr> <td>Package Cost ( in INR)</td> <td style="text-align: right;">50000</td> <td>Package Cost (in INR)</td> <td style="text-align: right;">60000</td> </tr> <tr> <td>Per Km cost as per package (Rs. 50000/2000 Kms)</td> <td style="text-align: right;">25</td> <td>Per Km cost as per package (Rs. 60000/2000 Kms)</td> <td style="text-align: right;">30</td> </tr> <tr> <td>Multiplied by factor 0.5</td> <td style="text-align: right;">12.5</td> <td>Multiplied by factor 0.4</td> <td style="text-align: right;">12</td> </tr> <tr> <td>Cost for extra 100 Kms</td> <td style="text-align: right;">1250</td> <td>Cost for extra 100 Kms</td> <td style="text-align: right;">1200</td> </tr> </tbody> </table>		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
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## 5. Terms and Conditions

### 5.1 Buyers Obligations

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

5.1.2 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.

5.1.3 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 or as per the unit rate defined by the buyer in bid.

5.1.4 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.

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

5.1.6 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.

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

5.1.8 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."

### 5.2 Service Provider Obligations

5.2.1 Service Provider shall ensure that the level of service rendered is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.

5.2.2 Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.

5.2.3 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.

5.2.4 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.

5.2.5 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.

5.2.6 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.

5.2.7 The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer.

5.2.8 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.

5.2.9 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.

5.2.10 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.

5.2.11 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.

5.2.12 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.

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

5.2.14 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.

### 5.3 Other Terms & Conditions:

5.3.1 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.

5.3.2 All vehicles provided shall be air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher.

5.3.3 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.

5.3.4 All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.

5.3.5 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.

5.3.6 The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.

5.3.7 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.

5.3.8 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.

5.3.9 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.

5.3.10 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.

5.3.11 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.

5.3.12 The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.

5.3.13 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.

5.3.14 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.

5.3.15 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.

5.3.16 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.

## 6. Payment Terms and Conditions

6.1 Payment shall be made once the Service Provider submits the invoice online on GeM alongwith other relevant documents and after generation of Service Delivery Acceptance Certificate (SDAC) by consignee for the submitted invoice.

6.2 All deductions (if applicable) will be accounted/deducted during SDAC generation before making the payments. Payment will be made through bank transfer only and in no circumstance cash/ cheque payment will be made.

## 7. Deductions / LD

#	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 3rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3rd 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 3rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3rd 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 3rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3rd 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 3rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3rd 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 3rd instance, the buyer may continue to impose the same deduction as imposed for 3rd instance.
7	Misbehaviour by driver/ unacceptable behaviour by driver	Any instance	Deduction of Rs. 1000	Deduction of Rs. 2000/-		After 2nd instance, the service provider will have to replace the driver
8	Driver in intoxicated state	Any instance	Deduction of Rs. 2500/-			After 1st 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 3rd instance, the buyer may continue to impose the same deduction as imposed for 3rd instance.

## 8. Amendment to contract

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

8.1 Amendment of the Contract after event of Force Majeure: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause).In case of occurrence of such event which has affected either party directly to perform the agreed services, the contract can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.

8.2 Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

#### 9. 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:

9.1 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.

9.2 Breach of contractual obligations: 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.

9.3 Breach of SLAs: The contract may also be terminated by the Buyer if i) the cumulative penalties rise to 10% of the contract value ii) after 3rd instance of default as mentioned in the SLA.

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

#### 10. Service Formula

Contract Value:  $A \times B \times C$

A: Number of vehicles hired

B: Hiring cost of vehicle per month

C: Duration in months

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

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

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

State Bank of India

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

5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

#### 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

#### Vehicle is required for CPRO/SECR/Bilaspur at Bilaspur (Chhattisgarh)

#### **Special conditions:**

**1. In case of any conflict between GeM standard tender condition and special condition added by buyer, special condition added by buyer will prevail over standard GeM condition.**

#### **2. Payment terms/Invoice creation by service provider:**

##### **i. Calculation of Running charges for invoice creation:**

**Total Monthly package charges quoted by bidder as per GeM contract - Rs.X**

<b>A).MONTHLY BASIC CHARGE "A" Rs.</b>	<b>0.55 * X</b>
<b>B).MONTHLY RUNNING CHARGE "B" Rs.</b>	<b>0.45 * X</b>

**C).RUNNING CHARGES PER KM "C" B / sanctioned km**

" (Rs. /Km)

- ii. Monthly invoice bill = Rs. [A + C \* (Actual km run in a month as per log book)]
- iii. Consignee shall ensure that the bill raised by service provider is as per the ATC. Necessary penalty and deductions shall be deducted before approval of invoice in GeM. In all other cases, invoice shall be summarily rejected.
- iv. Subsequent to invoice approval, online payment shall be made to service providers as per GeM SLA and ATC for invoice amount.

3. PVC is not applicable to the tender.

4. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

5. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a 14 days written notice to the Seller, if:

(i) The Seller fails to comply with any material term of the Contract.

(ii) The Seller informs Buyer of its inability to deliver the Material(s)/Service or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

(iii) The Seller fails to deliver the Material(s)/Service or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s)/Service promptly.

(iv) The Seller becomes bankrupt or goes into liquidation.

(v) The Seller makes a general assignment for the benefit of creditors.

(vi) A receiver is appointed for any substantial property owned by the Seller.

(vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

6. 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.

7. ELIGIBILITY conditions in addition to GeM conditions:

i) **AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located within the state of Consignee i.e. Chhattisgarh. **DOCUMENTARY EVIDENCE TO BE SUBMITTED** (i.e. MSE certificate, UDM, Udyam, Gumasta, GST certificate, PAN card of firm etc) . Self Declaration/Kirayanama will not be considered. Firm must submit document, otherwise their offer will be summarily rejected.

ii) Vehicle should be registered in the name of Tenderer and should not sublet any part of the contract. However, the Tenderer can have Lease Agreement with the owner of the vehicle/cab aggregator on non-judicial stamp paper for the tenure of the contract, which should be submitted along with the bid. The Tenderer is required to submit the Vehicle registration details along with supporting documents of the vehicle fulfilling the category, specifications etc. otherwise their offer will be summarily rejected.

iii) The vehicle supplied should be registered with TAXI/MAXI/CAB/Transport Permit. Bids of other than commercial vehicles should be summarily rejected.

iv) It should have "Valid Fitness certificate/commercial license" (Permit for Commercial Vehicle shall cover all States in S.E.C. Railway jurisdiction or as considered necessary by the Department/ Division/ Unit calling the tender from appropriate Regional Road Transport Authority of the concerned State Govt./Union Territory), valid insurance and should meet requirements of pollution standard etc. as per provisions of Motor Vehicle Act and fulfill any other statutory obligations as applicable including all safety approved accessories/ equipment fitted to the vehicle. Driver should possess a valid driving license, Aadhar Card on his name and employee identification card issued by the Contractor at all times. Consignee will ensure compliance of this condition.

v) The vehicle proposed to be offered on hire should be in good condition and not more than 2 years old, on the date of opening of tender excluding the year of tender opening (i.e. if tender opening date is 15-02-2024 then vehicle registered on from 01-01-2022 up to 15-02-2024 will be eligible).

vi) **Financial criteria:** The tenderers will be qualified only if they have minimum financial capabilities as below:

**A). T1- Financial Turnover:** The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year up to the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.

**B). T2-Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with stamp, signature and membership number shall be submitted by the bidder along with bid. ( Note : i) If tender opening date is from 1st April to 31st October then the balance sheet for last year or penultimate year should be considered. If firm submit both year's balance sheet then only last year balance sheet shall be considered. ii) If tender opening date is from 1st November to 31st March then the balance sheet for last year should be considered.)

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from Balance Sheet) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled bank in India and it should not be more than 3 months old as on date of submission of bids.

In case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.

**vii) Work Experience :** The bidder should have satisfactorily completed\* in the last three previous financial years and the current financial year up to the date of opening of the tender , one similar single service contract for a minimum of 35% of advertised value of the bid.

\*Completed service contract also includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

**Similar services means Hiring of Vehicle (Any category)**

Work experience certificate from "PRIVATE INDIVIDUAL" shall not be accepted. Certificate from public listed company/ private company/ Trusts having annual turnover of Rs 500 crore and above subject to the same being issued from their Head office by a person of the company duly enclosing his authorization by the Management for issuing such credentials.

**8. Duration of the service contract** may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

**9. PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer along with all statutory levies/duties.

**10. OPTION CLAUSE:** The Purchaser reserves the right to increase the quantity (number of months of operation) to be ordered up to 25 percent at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity (number of months of operation) during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**11. Successful Bidder** can submit the Performance Security @5% in the form of FDR/Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). FDR/DD should be made in favour of FA&CAO/SECR/Bilaspur payable at SBI. After award of contract, Successful Bidder can upload scanned copy of the FDR/DD in place of PBG and has to ensure delivery of hard copy to the original FDR/DD to the User within 30 days of award of c

contract. A penal interest of 15% per annum shall be charged for the delay submission of Performance Security beyond 30 days and up to 90 days. In case the contractor fails to submit the requisite Performance Security even after 90 days from the date of issue of LOA/contract, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract.

12. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

13. All Hired vehicles should be equipped with prescribed emergency medical kit and a fire extinguisher as per statutory provisions.

14. The vehicle should be available on all days including holidays.

15. A Log Book for each vehicle shall be maintained by the Contractor for the hired vehicles. The KM utilized shall be entered in it on daily basis to ensure proper accountal and payment at the end of every month/specified period.

16. One weekly off is permitted to the driver normally on Sundays however it may be differed to some other day at the discretion of the officer in charge to whom the vehicle is attached.

17. Normal working hours may be advised by user department however the vehicle shall be available for all 24 hours for use as and when required. The driver of the vehicle shall keep himself in contact with the officer in charge.

18. The vehicle supplied should be neat clean and in good fettle the driver must be well dressed and in white or grey uniform.

19. Mobile phone should be provided to the vehicle driver with smart handset.

20. As and when required by officer vehicle can also be utilized for travelling outstation i.e. more than 50 Km.

21. Vehicle required to be parked at officer's residence or office premises.

22. PENAL Clause: In addition to clauses mentioned in GeM SLA clause No. 8 and others, following will apply:-

Vehicle must have minimum 200 km range /20 Litres fuel available on each service providing day to avoid service interruption. Failing to above condition will be treated as not availability of services and to be dealt as per the existing penalty clause available in GEM i.e. SLA clause No. 8(7) of GeM contract/Special conditions of contract.

23. The contract will also be governed by Railways GCC of service contract as amended from time to time by Railway Board.

24. The vehicle provided will meet the latest government standards for safety and pollution i.e. minimum BS-6 or Bharat Stage VI or latest applicable or any other rules/provisions as issued by state/central government.

25. The service provider shall comply with all rules & regulations issued by state/central government from time to time, applicable to this contract.

26. Year of Vehicle Model : 2022, 2023, 2024

Air Conditioning Requirement - Non-A/C

Area of Operation - Hilly + Plain Area

Fuel Type - Any

Outstation night charges applicable - No

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

28. If firm don't upload any requisite certificate along with bid, their offer will be summarily rejected.

29. If vehicle is changed during contract period then official communication made from contractor to user with all relevant papers is available. The changed vehicle is in the same segment as specified in agreement before forwarding vehicle bill to accounts department for i

**Internal check the above points to be invariably complied by executive department.**

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

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