

**AGRICULTURAL SCIENTISTS RECRUITMENT BOARD
GENERAL ADMINISTRATION SECTION**

The Agricultural Scientists Recruitment Board (ASRB), an attached office with Department of Agricultural Research and Education, Government of India invites e-tenders, through the GeM portal, for hiring of registered commercial vehicles on Day basis for a period of one year, extendable by six more months subject to satisfactory performance and mutual consent at ASRB Office located at Krishi Anusandhan Bhawan I, Pusa Campus, New Delhi – 110012. The quotation will be opened on the date and time as reflected upon the GeM portal, in the presence of the bidders who may wish to be present.

A. TENDER SCHEDULE / GENERAL FILTERS :

S.No.	Description	Value
1.	Contract start Date	01.03.2022
2.	Contract Duration	1 year, further extendable by 6 months subject to satisfactory performance and mutual consent
3.	Contract End Date	28.02.2023
4.	Average Daily requirement of Vehicles	02
5.	Number of vehicle days	730 days
6.	Anticipated Maximum number of vehicle per day	04
7.	Bid duration	21 days
8.	Bid estimated value	18,00,000
9.	Bid life cycle	90 days
10.	Bid offer validity	30 days
11.	Purchase preference to MSE	No (Bid is non-spittable)
12.	Category of vehicles	Sedan
13.		Honda Amaze, Maruti Suzuki Dzire, Tata Tigor, Hyundai Xcent, Ford Aspire, Volkswagen Ameo, Tata Zest, Nissan Sunny, Toyota Etios
14.	Type of Service	Local
15.	Type of terrain	Plain
16.	Vintage of the vehicle	0 to 50,000 km
17.	Year of manufacturing	2020, 2021
18.	Night halt	Yes
19.	Bid estimated value	Rs 15 lacs
20.	Usage Variant	80 km / 10 hour
21.	RA post technical evaluation	Yes
22.	Time allowed for technical clarifications during technical evaluation	3 days
23.	ITC based evaluation for bid items	No

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24.	Applicability of RCM from unregistered sellers	No (The bidder must have registration for Goods and Service Tax)
25.	Earnest Money deposit	1% of the estimated value / Bid security declaration
26.	Performance security	3% of the annual contract value (to be valid for a duration of 14 months)
27.	Pre bid meeting	05 days after bid is published (as indicated on GeM portal)
28.	Contact Person	Sh Lal Singh Rawat, Section Officer Mob. – 9910946596

B. TERMS & CONDITIONS

1. This bid and the consequent contract shall be governed by following set of term and conditions:
 - a. General terms and conditions for the services of the GeM portal
 - b. Service specific STC of the services contracts (SLA) for the service (annexed with this tender document)
 - c. Bid specific Additional Terms and Conditions
2. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there is any conflicting provisions. The service specific STC and general terms and conditions for the services are annexed with this tender document.
3. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's quotation. Conditional bids will not be accepted and shall be summarily rejected.
4. At any time, prior to the closing date of submission of bid, purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the tender documents by amendments.
5. Bidders offer is liable to be rejected if they don't upload any of the certificates / documents sought in the bid document, ATC and corrigendum, if any
6. An Office of the service provider must be located in the state of consignee, i.e. Delhi/NCR. Documentary evidence to be provided by the Bidder.
7. Earnest Money Deposit –
 - a. Bidders can also submit the EMD with account payee Demand draft in favour of **Secretary, ASRB** payable at **New Delhi**. Bidder has to upload scanned copy / proof of the DD along with the bid and has to ensure delivery of hardcopy to the buyer within 05 days of Bid end date / bid opening date.
 - b. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of **Secretary, ASRB**. 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 FDR duly signed and stamped along



- with covering letter. Bidder has to upload scanned copy / proof of FDR along with the bid and has to ensure delivery of hardcopy to the buyer within 5 days of the bid end date / bid opening date.
- c. Bidders can also submit the EMD with Banker's cheque in favour of **Secretary, ASRB** payable at **New Delhi**. Bidder has to upload scanned copy / proof of the BC along with the bid and has to ensure delivery of hardcopy to the buyer within 05 days of the bid end date / bid opening date.
 - d. Bidders can also submit the EMD with payment online through RTGS / internet banking in the Beneficiary Name "**Secretary, ASRB**", Account No. "**24133050000035**", IFSC "**CNRB0012413**", Bank Name "**Canara Bank**", Branch Address "**Pusa Campus, New Delhi - 110012**". Bidder has to indicate bid number and name of the bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the online payment transfer along with the bid.
 - e. Bidders may also submit a "bid security declaration", in place of EMD, accepting that if they withdrew or modify their bids during the period of validity etc., they will be suspended for a period of 03 years from participating in any tenders / contracts floated by the Board. Format for "bid Security declaration" may be seen at Annexure-II.
8. The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to either upload an undertaking to this effect on a non-judicial stamp paper of Rs 10, or submit a tender specific solvency certificate.
 9. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actual or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %
 10. Though the timings of the Office is from 09:00 AM to 05:30 PM on all weekdays, i.e. Monday to Friday. However, on occasions, vehicles may also be required beyond these times. In case, the vehicles are required between 10:30 PM to 06:00 AM, night charges shall be paid by the Board, as per quoted rates.
 11. In case, any vehicle is required to run Over Km /Over hours than the prescribed kilometers / hours i.e. 80 Km/ 10 Hours, pro-rata payment for that vehicle shall be made by the Board.
 12. Though the vehicles are required to ply in Delhi / NCR region only, on some occasions, vehicle may be required to go outstation. In such cases, Board shall be paying the toll tax / parking fee or entry taxes on actual basis on submission of receipts along with the monthly invoice.
 13. 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.
 14. Consortium : In case of contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as the leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with the bid.

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15. Escalation matrix for service support : Bidder must provide escalation matrix / Dedicated telephone number for service support in prescribed proforma (Annexure 1).
16. The bidder should have undertaken any one of the following works during the last three financial year, of any Central/State Govt.Org./PSU/Public Listed Company:
- One single order of similar nature not less than 80% of the work value to be executed.
 - Two orders of similar nature not less than 50% of the work value to be executed
 - Three orders of similar nature not less than 40% of the work value to be executed.
17. For fulfilling the experience criteria any one of the following documents may be considered valid proof for meeting the experience criteria :
- A. Purchase order copy along with invoice(s) with self-certification by the bidder that supplies against the invoices have been executed
 - b. Execution certificate by client with order value
18. The Bidder must have an average annual turnover of **Rs 06 lacs** from similar services during each of the last three financial years.
19. If the bidder is a Micro or small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from requirement of "Bidder turnover" and "Experience criteria". In case, bidder is seeking any exemption from turnover/experience criteria, the supporting documents, as indicated under C-5 of the tender document, to prove his eligibility for exemption must be uploaded for evaluation.
20. If the bidder is a startup, the bidder shall be exempted from requirement of "Bidder turnover" and "Experience criteria". In case, bidder is seeking any exemption from turnover/experience criteria, the supporting documents, as indicated under C-5 of the tender document, to prove his eligibility for exemption must be uploaded for evaluation.
21. **OPTION CLAUSE** – The purchaser reserves the right to increase or decrease the quantity to be ordered upto 25% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by upto by upto 25% of the contracted quantity during the currency of the contract at contracted rates. Bidders are bound to accept the order accordingly.
22. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of "**Secretary, ASRB**" payable at "**New Delhi**". After award of contract, Successful Bidder can upload scanned copy of the DD in place PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
23. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of "**Secretary, ASRB**". 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 Security Deposit, 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. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.



24. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS/internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary Name "**Secretary, ASRB**", Account No. "**24133050000035**", IFSC "**CNRB0012413**", Bank Name "**Canara Bank**", Branch Address "**Pusa Campus, New Delhi - 110012**". Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy/proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
25. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer / the Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer / The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/sub-contractor, for and in respect of the due performance of the contract and the Sellers obligations there under.
26. Bidder shall not be banned / suspended / blacklisted by any Government /PSU / Corporate organisation or convicted in any court of law across India. A self declaration to this effect must be uploaded in the GeM portal by the bidder on a non judicial stamp paper of Rs 10.
27. The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a further period of 06 months on review of performance, depending upon the requirements and administrative conveniences of the office
28. An agreement shall be entered into with the successful firm on a non-Judicial Stamp Paper of 100. The cost of stamp paper will be borne by the contracting agency.
29. The firm shall be liable to provide services even on holidays, in case of emergency.
30. Downtime due to force majeure events will not be considered for the purpose of calculation of penalty.
31. **Payment Terms** – The contract shall commence from the date as will be mentioned in the contract order generated by the GeM portal. **Payment shall be made on monthly basis** and submission of logbooks etc along with the bills.
32. No advance payment will be made. Payments shall be subject to any deductions (such as TDS etc.) of any amount, for which the Bidder is liable.
33. The bidder is at liberty either to be present himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification. Also, the tender shall be opened at **Room No. 101, Krishi Anusandhan Bhawan-I, Pusa Campus, New Delhi – 110012.**
34. **Penalties** – As per GeM's Service level agreement
35. 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 written notice to the Seller, if:
 - a. The Seller fails to comply with any material term of the contract.

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- b. The Seller informs Buyer of its inability to deliver the material(s) or any part thereof within the stipulated delivery Period or such inability otherwise becomes apparent.
- c. The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective material(s) promptly.
- d. The Seller becomes bankrupt or goes into liquidation.
- e. The Seller makes a general assignment for the benefit of creditors.
- f. A receiver is appointed for any substantial property owned by the Seller.
- g. The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

36. Termination of Contract: Competent authority, without prejudice to any other remedy, for breach of contract, may terminate the contract in whole or in parts, if

- a. the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by competent authority;
- b. If the contractor fails to perform any other obligation (s) under the General & special conditions of the contract and all clauses of this tender which are integral part of this tender.
- c. Termination for Insolvency : The competent authority may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter.
- d. 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 penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

37. Arbitration: If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration referred to by Secretary, ASRB. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time.

38. Set Off: Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by contractor with purchaser.

39. The lowest bidder shall make available the vehicle at the place, to be decided by the Board, for inspection.

40. In case the Government of India subsequently declares the date fixed for the opening of the bid as holiday, the bid shall be opened on next working day.

41. Decision as to whether penalties would be levied or not for violation of terms & condition laid down in this tender shall be taken by Secretary, ASRB. In Case the



- department is not satisfied with the quality/condition of the vehicle the contractor shall change the vehicle / make necessary repairs to the satisfaction of the department.
42. No hike in approved quoted rate will be allowed if there is a hike in the price of diesel and or spare parts of vehicle.
43. The agency awarded the contract, shall be required to maintain a proper log-book, in the manner / format provided by the Board, for each vehicle at its own cost.
44. The contract shall come into force upon successful completion of all pre-contractual formalities such as deposition of EPBG, Signing of agreement etc.

C. DOCUMENTS TO BE SUBMITTED BY THE BIDDER

S. no	Eligibility Criteria	Supporting Document
1.	<p>Constitution of the firm/ agency</p> <p>(i) Indian Companies Act, 2013</p> <p>(ii) Indian Partnership Act, 1932 (please give names of partners)</p> <p>(iii) Delhi and Shops Establishment Act 1954</p> <p>(iv) Any other Act, if not, the owners</p> <p>2. (i) For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.</p> <p>(ii) If answer to the above is in negative. Whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tenders to refer dispute condemning business of the partnership to arbitration</p> <p>(iii) If the answer to point (i) and (ii) above is affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner(s)</p>	Submit the registration certificate with the bid
2	Bidder to provide copy of GST registration of the firm, if applicable	Copy of GST registration
3	Bidder to provide copy of PAN card of the company / self in case of proprietorship	Copy of PAN Number
4.	Bidder to provide bank solvency declaring the firm is not under liquidation / insolvency proceedings	Bank solvency certificate / self undertaking on a non judicial stamp paper of Rs 10. Solvency certificate to be tender specific

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5	Valid MSME / Startup Registration certificate (with terminal date) issued by NSIC etc. for the purpose of availing exemption in EMD / Turnover /Experience criteria.	Copy of Valid MSME / Startup Registration certificate (with terminal date) issued by NSIC etc duly certified by the authorized person of the firm with the bids.
6	The Bidder should not currently be debarred or blacklisted by any Government department/agencies	Self declaration on a non-judicial stamp paper of Rs 10. The declaration should not be older than 3 months
7.	The Bidder should be a profit making company and have the Average Annual Financial Turnover Rs 06.00 lakhs during the last 3 years	Copy of the Audited Profit & Loss Account Statement / balance sheet / certified copy of documents in the context of annual turnover for each of the 03 preceding Financial years
8.	The bidder should have undertaken any one of the following works during the last three financial year, of any Central/State Govt.Org./PSU/Public Listed Company. a. One single order of similar nature not less than 80% of the work value to be executed. b. Two orders of similar nature not less than 50% of the work value to be executed c. Three orders of similar nature not less than 40% of the work value to be executed	Documentary proof to be attached as indicated in B-17
9.	Evidence for presence of Office in Delhi / NCR	Regn Under Shop and Establishment act
10.	Escalation matrix / Dedicated telephone number	In prescribed format as per Annexure I

D. SCOPE OF WORK

1. Provision of registered Commercial vehicles with licensed drivers, on Hiring basis for Vehicles on call basis for running in Union Territory of Delhi. However if for official purpose, vehicles has to go to adjoining states the arrangements will be made by the contractor. In such case, tax levied by other states for such journey will be reimbursed on production of receipt.
2. Period of contracts: Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order. The Board may cancel the contract during the contract period without assigning any reason. However, the period of contract can be extended for a further period of one year at the discretion of the Board. The contract so extended by the department, will be on the same rate and terms & conditions. After expiry of the extended period the contract will automatically come to an end and no separate notice will be given.

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3. Quantity: Generally, 02 vehicles shall be required by the Board on all working days. However the actual quantity ordered will depend on the requirement from time to time. Purchaser reserves the right to increase or decrease the required quantity without any change in the hiring charges of the offered quantity and other terms and conditions. The payment shall be made on pro-rata basis for the duration for which vehicles are actually utilised by the Board.
4. Reporting place: ASRB, Krishi Anusandhan Bhawan-I, Pusa Campus, New Delhi-110012
5. Notice period: For regular requirements one day in advance. Telephonic /Verbal intimation shall be considered as notice.
6. Accuracy of the meters: The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
7. Intending bidder must have a telephone number (Landline & Mobile) & where the requisition of vehicle can be conveyed round the clock (24 hrs) for 365 days. The driver of the vehicle must be provided with mobile telephone so that he may be contacted at any point of time.
8. Payment of any government Tax / Duty in respect of the hired vehicle will be the liability of the contractor.
9. Parking and toll charges, if any, may be claimed by producing the parking/toll slips.
10. No change in the vehicle / driver without prior permission of the Board. However, any changes in the vehicle/driver should be informed at least one day before the day of such changes.
11. No mileage will be allowed for lunch/breakfast or for filling of petrol/diesel etc.
12. The contractor shall supply the vehicles properly cleaned from outside and properly cleaned & totally dust free inside. Seats of the vehicle should have cover of white towels and towels should be washed weekly. Also, driver should be properly dressed & well behaved. Vehicles to be provided by the Contractor should be in perfectly sound working condition and suitable for use by senior officers of the dept. Engine of the supplied vehicle should be noise-free.
13. Driver and vehicle should not be changed frequently. If in most unavoidable circumstances the change of driver/vehicle is required, prior intimation should be given to the user concerned.
14. The contractor should send the vehicle for periodical servicing at the cost of the contractor. Purchaser will not pay any mileage run for such servicing. The cost of lubricant, repairs, maintenance, Taxes, Insurance etc will be the contractor liability.
15. The contractor/ bidder will have full liability under sections of Motor vehicles Act 1968 (as amended from time to time) and IPC causing death or permanent disability developed by the vehicle supplied by the Contractor. The hiring authority shall have no responsibility and will not entertain any claim in this regard in any circumstances. The contractor/bidder shall indemnify the purchaser from such incidences. The engagement and employment of drivers and payment of wages to them as per existing provision of various labour laws and regulations is the sole responsibility of the Contractor and shall indemnify the purchaser. Any breach of such Laws on regulation shall be deemed to be breach of this contract.
16. The contractor shall be responsible for timely payment of wages, EPF, ESIC etc to its workers as per labour laws in force and Board would not be responsible for any lapse / irregularity Decision of Secretary, ASRB shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure or settlement



dispute shall be referred to the sole arbitrator to be appointed by the Secretary, ASRB. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.

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Format for Escalation Matrix / Dedicated telephone number

	Name	Designation	Tel/Mobile	Email Id
Escalation Level 1 / Dedicated telephone No				
Escalation Level 2				
Escalation Level 3				
Escalation Level 4				

Signature

Name & designation of the authorized person

Date and place

(Note: In case of a Joint Venture/consortium, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)



Format for Bid Security Declaration

To
Secretary, ASRB
Pusa Campus, New Delhi – 110012

Reference: Board's GEM tender Id Dated

Sir,

I/We , irrevocably declare as under:

1. I/We understand that, as per Clauseof Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

2. I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **Three years from the date of disqualification** as may be notified by you (without prejudice to FACT's rights to claim damages or any other legal recourse), if

- a. I/We are in a breach of any of the obligations under the bid conditions,
- b. I/We have withdrawn or unilaterally modified/amended/revise, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- c. On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature

Name & designation of the authorized person

Date and place

(Note: In case of a Joint Venture/consortium, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)

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08/02/22



Service Level Agreement And Packages

VEHICLE HIRING SERVICE - PER VEHICLE-DAY BASIS

Service Level Agreement for Vehicle Hiring Services - Vehicle-Day Basis

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 Vehicle Hiring Services - Vehicle-Day Basis 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 shall remain 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 shall supersede Service Specific STC which shall supersede 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 contract 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 record and ensure that all the commitments and obligations are in place to ensure timely delivery of services to Buyer by Service Provider. The goals of this agreement are to:



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1. Reference to service ownership, accountability, roles and responsibilities of both the 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

This Agreement shall act as a reference document that both the parties have understood the above-mentioned terms and conditions and have mutually agreed to comply by the same. This Agreement can also be revised/ modified on mutual written consent of both 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 from Service Provider.
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 Agreement. The Agreement also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all the stakeholders have read and understood the same before signing the document.

4 SCOPE OF SERVICES

Vehicle Hiring Services- Vehicle – Day basis.

The scope of this Agreement is to hire vehicle on day basis , which includes hiring of vehicles (including driver and fuel requirements) for defined vehicle-days for local and outstation travel of individuals.

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

Type of Car	Definition	Examples
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Hatchback	This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.	<ol style="list-style-type: none">1. Maruti Suzuki WagonR2. Maruti Suzuki Celerio3. Maruti Suzuki Swift4. Hyundai i105. Hyundai i206. Tata Tiago7. Datsun Go8. Tata Bolt9. Hyundai Santro10. Tata Indigo
Sedan	This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	<ol style="list-style-type: none">1. Honda Amaze2. Maruti Suzuki Dzire3. Tata Tigor4. Hyundai Xcent5. Ford Aspire6. Volkswagen Ameo7. Tata Zest8. Nissan Sunny9. 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 Ciaz2. Honda City3. Volkswagen Vento4. Toyota Corolla5. Hyundai Verna6. Skoda Rapid




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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 Ertiga2. Maruti Suzuki VitaraBrezza3. Mahindra Scorpio4. Maruti Suzuki XL65. Ford Ecosport6. Hyundai Creta7. Renault Duster8. Mahindra TUV3009. Mahindra XUV30010. Mahindra XUV 500
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 Camper2. Tata Xenon3. Mahindra Imperio4. Isuzu Dimax
Premium SUV	This segment includes SUV/MUVs intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular SUVs and length between 4300 to 4800 mm.	<ol style="list-style-type: none">1. Toyota Innova2. Toyota InnovaCrysta3. Toyota Fortuner4. Ford Endeavour5. Jeep Compass6. Tata Hexa7. Tata Harrier8. Honda CR-V



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	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
Electric Vehicles	This segment includes vehicles that are either partially or fully powered on electric power.	<ol style="list-style-type: none"> 1. Tata Nexon EV 2. Hyundai Kona Electric 3. Mahindra e20plus 4. TATA XPRES T EV XM+

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 travel would include the areas covering outside the city limits or more than 50 kms of one-way travel, whichever is higher as per Buyer

request.  **Ask GeMmy** If the Buyer avails the services for a 24*7 requirement, the usage hours selected in the usage variant be considered. It is the responsibility of the Service Provider to provide one driver per vehicle at all times as per the requirement, while complying with the Labour Laws.

Type of Hiring: Buyers of this service can select any of the below mention option depending on their requirements, which are listed below:

Per Vehicle-Day Basis- The Buyer shall specify his requirement in terms of Vehicle-Days required during the contract period. One Vehicle-Day means use of one Vehicle for One day as per the Usage Variant selected by the Buyer as indicated in the bid/contract. The Service Provider shall quote rate on Per Vehicle-Day basis. The Buyer may call for multiple vehicles as per his requirement and will consume total Vehicle-Days within the contract period.

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:

Contract Duration: In the marketplace, the buyer can only select a maximum contract duration of one (1) year. In case buyer desires to have contract for more than one Year , then Buyer has to go for Bidding where It can select contract period up to four (4) Years.

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 Service Provider of such services shall quote hiring cost depending on the usage variants, 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 including but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, etc. 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 fully air conditioned and shall be equipped with an emergency medical first aid kit, a fire extinguisher and Hand Sanitizer.
3. All vehicles should be in excellent working condition (both internally and externally) at all the times. The Service Provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odor and any personal belongings of the driver.
4. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
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 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.
8. The drivers of the vehicles deployed should maintain polite & courteous behavior towards the buyer/ passenger. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty during service hours as defined by Buyer/user, use of abusive language, theft, shall be treated as per provisions of the contract.



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ty during service hours as defined by Buyer/user, use of abusive language, theft, shall be treated 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 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 fully 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 Agreement/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 shall 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 shall 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 and shall arrange alternate vehicle.

4.4 Limitations Of Service Delivery (If Any)

1. Hiring for this service would mean hiring of vehicle on "Vehicle-Day" basis for both local and outstation travel. The service for the contract period shall be deemed to have completed once the Buyer has utilized the total vehicle-days within variation of 25% of contract value.

5 SERVICE PROVIDER'S OBLIGATION

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



Ask GeMmy shall ensure that proper inspection of vehicle has been done before deploying it to the 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. 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. The Service Provider must ensure that all the 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.
6. The Service Provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the Buyer.
7. In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then Service Provider shall immediately notify the Buyer of the above change.
8. 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 shall not be liable for the same in any manner.
9. 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.
10. 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.
11. 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.
12. The Service Provider shall be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
13. The Service Provider shall 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. Outstation travel, outstation night charges shall be paid to the Service Provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location.



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er on actual basis as paid by the Service Provider.

Outstation travel, outstation night charges shall be paid to the Service Provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location.

4. The Buyer/ user must immediately report to the designated representative of the Service Provider any problems, complaints, incidents or accidents that occur during the trip, including any form of inappropriate behavior/ improper uniform by the driver.
5. 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 the Buyer must immediately inform 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 analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

7.1 Logbook

1. The Service Provider shall maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the Buyer/ passenger. Before each vehicle /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.
2. The Service Provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.
3. Once the Service Provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The Buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to take action on logbook entries updated by Service Provider shall be deemed as accepted.
4. The Service Provider can raise an issue against the rejection of any entry by the Buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

7.2 Service Performance And Feedback

1. The principal point of contact for the issues arising out of this Agreement shall 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



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able for maintaining the quality and level of service provided.

der shall maintain a compliant register in the vehicles for the complaints by the passenger travelling in the vehicle.

8 PENALTIES AND FINE

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

#	Nature of Default	Default Details	Penalties			Remarks
			1st instance	2 nd instance	3 rd instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 15% of daily vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided up to 2 hours	Warning	Penalty of 10% of daily vehicle hiring cost	Penalty of 15% of daily vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.



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3	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 15% of daily vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
4	Breakdown of vehicle during trip (replacement provided)	No replacement provided up to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
5	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Penalty of 5% of daily vehicle hiring cost	Penalty of 8% of daily vehicle hiring cost	After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance.
6	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000	Penalty of Rs. 2000/-		After 2 nd instance, the service provider will have to replace the driver



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7	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-			After 1 st instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.
8	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance.

9 PAYMENT TERMS

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

Some notable points under payment terms are-

9.1 Payment Condition

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, it shall be inclusive of all consumables required to provide the service.
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.



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, logbook and service feedback.

9.3 Payment Process

1. Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
2. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
3. Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.


10 AMENDMENT OF CONTRACT

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

1. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the Agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
 2. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
- *Variation of the Contract as per both parties' consent:* Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. The variation in the contract can be through the following, however, the variation put together shall not reduce or exceed 25% of contract value:
 1. Increase or decrease in the quantity of vehicles
 2. Increase or decrease in duration of contract

11 TERMINATION OF CONTRACT

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

1. *Mutual consent:* The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
 2. *Breach of contractual obligations:* Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
-  contract may also be terminated if i) the cumulative penalties rise to 10% of the contract
Ask GeMmy 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

\$quantity = Number of Vehicle-Day(s)

\$cost = Vehicle hiring cost (Per Vehicle-Day) inclusive of GST

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

