अनुबंध|Contract



अनुबंध क्रमांक|Contract No: GEMC-511687799622112 अनुबंध तिथि|Contract Generated Date : 29-Oct-2025

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2025/B/6438820</u>

संगठन विवरण|Organisation Details

प्ररूप|Type : Central Government

मंत्रालय|Ministry : Ministry of Chemicals and Fertilizers

विभाग|Department : Department of Fertilizers संगठन का नाम|Organisation Name : Talcher Fertilizers Limited

कार्यालय क्षेत्र|Office Zone: Noida

खरीदार विवरण|Buyer Details

पद|Designation : Manager Contracts संपर्क नंबर|Contact No. : 78998-13421-

ईमेल आईडी|Email ID : buycon3.tfl.od@gembuyer.in

जीएसटीआईएन|GSTIN: 21AAFCT8667A1ZH

Talcher Fertilizers Limited, FCI Administrative Building, पता|Address : Talcher, Post: Vikrampur, Dist. Angul, Odisha-759106,

Angul, ODISHA-759106, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमित|IFD Concurrence : No

प्रशासनिक अनुमोदन का पदनाम|

Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम|

Designation of Financial Approval :

Managing Director

HOD Finance

भुगतान प्राधिकरण विवरण|Paying Authority Details

Role: PAO भुगतान का तरीका|

Payment Mode:

पता|Address:

Offline

ion : AM FInance

पद|Designation : ईमेल आईडी|Email ID :

pao12.tfl.or@gembuyer.in

जीएसटीआईएन|GSTIN : 21AAFCT8667A1ZH

Talcher Fertilizers Limited, FCI Administrative Building,

Talcher, Post: Vikrampur, Dist. Angul, Odisha-759106,

Angul, ODISHA-759106, India

परेषिती विवरण|Consignee Details

क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description	मात्रा Quantity
	संपर्क Contact : 94394-67625-	Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 3000 Km x 720 hours; Local 24*7	2
	ईमेल आईडी Email ID : buycon29.tfl.or@gembuyer.in जीएसटीआईएन GSTIN : 21AAFCT8667A1ZH पता Address : Talcher Fertilizers Limited, FCI Administrative Building, Talcher, Post: Vikrampur, Dist. Angul, Odisha-759106, Angul, ODISHA-759106, India	Monthly Basis Cab & Taxi Hiring Services - SUV; 3000 Km x 720 hours; Local 24*7	4
1		Monthly Basis Cab & Taxi Hiring Services - SUV; 2000 Km x 360 hours; Local	4
		Monthly Basis Cab & Taxi Hiring Services - MUV; 3000 Km x 720 hours; Local 24*7	1

सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रैता आईडी|GeM Seller ID : DB0E180000096480 कंपनी का नाम|Company Name : COUNTRY WIDE TRAVELS

संपर्क नंबर|Contact No.: 09873915861

ईमेल आईडी|Email ID : countrywidetravel@gmail.com

पता| Address : 01, 3rd FLOOR,COMMERCIAL COMMUNITY CENTRE,EAST OF KAILASH,NEW DELHI-110065, South Delhi, DELHI-110065, -

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-DL-08-0014082 जीएसटीआईएन|GSTIN: 07AAHFC6637L1Z3 (R)

एमएसई सामाजिक श्रेणी|MSE Social Category : General एमएसई लिंग श्रेणी|MSE Gender : Male

*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 दिनांक (नवीनतम) |Service Start Date (latest by): 30-Dec-2025

सेवा समाप्ति तिथि|Service End Date: 29-Dec-2027

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

बिलिंग चक्र|Billing Cycle: monthly

f	Number of Vehicles Required	Monthly Base Fare (Per package) inclusive of GST	
District NA			
Zipcode	NA		
Vehicle Type Premium SUV			
Type of car (Please select at least 3 options) Toyota Innova, Toyota Innova Crysta, Toyota Hycross			
Usage Variant	3000 Km x 720 hours		
Type of Service	Local 24*7		
Year of Vehicle Model	Must not be older than 12 (Twelve) months from the date of deployment	2	124445
Km Travelled	Upto 25,000 Kms		
Air Conditioning Requirement	A/C		

rea of Operation		Hilly + Plain Ar	ea					
uel Type		Diesel						
stimated number of outstation nigh er vehicle	nts per month	4						
uration in Months for which service	e is required	24						
(Number of	Vehicles Regu	ired*Monthly E	कुल राशि (सूत्र) Total Amount (F Base Fare (Per package) inclusive o		tion in Months for which	service is	s required)	
इआॅन के बिना कुल मूल्य Total Value wit	-		. 1 37				5973360	
इंडजान के विना फुल मूल्य Total Value Wil	LITOUL AUGUIS(I	.NK)	27				39/3300	
			विवरण जोड़ें Add On Descr	ption			<u> </u>	
Outstation night charges applicable							305	
रुडऑन मूल्य Addon Value (Addon Prio Months for which service is required		Vehicles Requir	red*Estimated number of outstati	on nights pe	r month per vehicle*Dur	ation in	58560	
कुल एडऑन मूल्य Total Addon Value(IN	IR)						58560	
रेडऑन सहित कुल मूल्य Total Value Inclu	uding Addons(INR)					6031920	
			कर द्विभाजन Tax Bifur	cation			1	
विशिष्ट Particular	जीएसटी G:	ST (5%)	जीएसटी उपकर 1 GST Cess 1 (0%)	जीएसटी पर इ	इनपुट टैक्स क्रेडिट (आईटीसी) Ir ıx Credit (ITC) on GST	nput र्ज		
Monthly Basis Cab & Taxi Hiring	28723	4.20	0					
Services	20/23	+.29	U		-		<u>-</u>	
			Nama Mandhi. Daria	0 T	Ulida a Candara			
		त्रणा नाम Cate	gory Name : Monthly Basis (.au & IaXI	mining services			
बेलिंग चक्र Billing Cycle: monthl	ly							
	विवर	ण Description			Number of Vehicles Required	м	onthly Base Fare (Per package) inclusive of GST	
istrict		NA						
pcode		NA						
ehicle Type		SUV						
ype of car (Please select at least 3 o	ptions)		pio, Mahindra Bolero, Mahindra E	olero Neo				
sage Variant		3000 Km x 720	hours					
ype of Service		Local 24*7	denth on 12 (Touch on) months from	4ll-4£		109445		
ear of Vehicle Model		deployment	der than 12 (Twelve) months from	the date of	4			
m Travelled		Upto 25,000 Kr	ms					
ir Conditioning Requirement		A/C						
rea of Operation		Hilly + Plain Ar	ea					
uel Type stimated number of outstation nigh	ate per month	Diesel						
er vehicle	its per month	4						
ouration in Months for which service	e is required	24						
			कुल राशि (सूत्र) Total Amount (F	ormula) :				
(Number of	Vehicles Requ	ired*Monthly B	Base Fare (Per package) inclusive o	f GST*Dur at	tion in Months for which	service is	required)	
इंडऑन के बिना कुल मूल्य Total Value wit	thout Addons(l	iNR)					10506720	
			विवरण जोड़ें Add On Descr	ption			•	
Outstation night charges applicable	!						285	
		Vehicles Requir	red*Estimated number of outstati	on nights pe	r month per vehicle*Dur	ation in	109440	
• •	<i>1)</i>						109440	
Months for which service is required						1		
Months for which service is required कुल एडऑन मूल्य Total Addon Value(IN	IR)	(ND)					10616160	
Aonths for which service is required कल एडऑन मूल्य Total Addon Value(IN	IR)	INR)					10616160	
Months for which service is required कुल एडऑन मूल्य Total Addon Value(IN	IR)	INR)	कर द्विभाजन Tax Bifur					
Months for which service is required कुल एडऑन मूल्य Total Addon Value(IN इडऑन सहित कुल मूल्य Total Value Inclu विशिष्ट Particular	IR)		कर द्विभाजन Tax Bifur जीएसटी उपकर 1 GST Cess 1 (0%)	जीएसटी पर इ	इनपुट टैक्स क्रेडिट (आईटीसी) Ir x Credit (ITC) on GST	nput ज		
Months for which service is required कुल एडऑन मूल्य Total Addon Value(IN ट्रेडऑन सहित कुल मूल्य Total Value Incl	IR) uding Addons(ST (5%)	-	जीएसटी पर इ	-	nput र्ज	 गुपसटी उपकर पर आईटीसी 1 ITC on G	
Months for which service is required कुल एडऑन मूल्य Total Addon Value(IN ट्रेडऑन सहित कुल मूल्य Total Value Inclu विशिष्ट Particular	JR) Jding Addons(जीएसटी G: 50553	ST (5%)	जीएसटी उपकर 1 GST Cess 1 (0%)	जीएसटी पर इ	x Credit (ITC) on GST	nput ज	 गुपसटी उपकर पर आईटीसी 1	
Months for which service is required कुल एडऑन मूल्य Total Addon Value(IN इडऑन सहित कुल मूल्य Total Value Inclu विशिष्ट Particular Monthly Basis Cab & Taxi Hiring Services	JR) Jding Addons(i जीएसटी G: 50553	ST (5%)	जीएसटी उपकर 1 GST Cess 1 (0%)	जीएसटी पर इ	x Credit (ITC) on GST	nput ज	 गुपसटी उपकर पर आईटीसी 1	
Months for which service is required कुल एडऑन मूल्य Total Addon Value(IN ट्रेडऑन सहित कुल मूल्य Total Value Inclu विशिष्ट Particular	JR) Jding Addons(i जीएसटी G: 50553	ST (5%)	जीएसटी उपकर 1 GST Cess 1 (0%)	जीएसटी पर इ Ta Cab & Taxi	x Credit (ITC) on GST		 गएसटी उपकर पर आईटीसी 1 ITC on G	

District	NA							
Zipcode NA								
Vehicle Type SUV								
options)		ruti Suzuki Ertiga, Mahindra Bolero, Mahindra Bolero Neo						
		0 Km x 360 hours						
Type of Service	Local							
Year of Vehicle Model		not be older than 12 (Twelve) months from the date of byment		4		88445		
Km Travelled	Upto 2	25,000 Kms						
Air Conditioning Requirement	A/C							
Area of Operation	Hilly +	Plain Area						
Fuel Type	Diesel							
Duration in Months for which ser required	vice is 24							
(Numbe	er of Vehicles Requ	uired*Monthly E	कुल राशि (सूत्र) Total Amount (F Base Fare (Per package) inclusive c		ation in Months for which	n service is	s required)	
ऐडऑन के बिना कुल मूल्य Total Value	without Addons(INR)					8490720	
कुल एडऑन मूल्य Total Addon Valu	e(INR)						0	
ऐडऑन सहित कुल मूल्य Total Value I	including Addons	INR)		_			8490720	
			कर द्विभाजन Tax Bifur	cation			<u> </u>	
			· ·		र इनपुट टैक्स क्रेडिट (आईटीसी) I	input l	नीएसटी उपकर पर आईटीसी 1 ITC on GST	
বিशিष्ट Particular Monthly Basis Cab & Taxi Hiring	जीएसटी G	ST (5%)	जीएसटी उपकर 1 GST Cess 1 (0%)		Tax Credit (ITC) on GST	input o	Cess 1	
Services	4043	320	0		-		-	
	श्रेणी नाम Category Name : Monthly Basis Cab & Taxi Hiring Services							
बिलिग चक्र Billing Cycle: mor	nthly							
विवरण Description Number of Vehicles Required					N	Ionthly Base Fare (Per package) inclusive of GST		
District NA								
Zipcode		NA						
Vehicle Type		MUV						
Type of car (Please select at least	3 options)		ero Camper, Mahindra Imperio, M uck	ahindra				
Usage Variant		3000 Km x 720 hours						
Type of Service		Local 24*7			te of 1		112445	
Year of Vehicle Model			Must not be older than 12 (Twelve) months from the date of deployment					
Km Travelled		Upto 25,000 Kms		7				
Air Conditioning Requirement		A/C			7			
Area of Operation		Hilly + Plain Area			7			
Fuel Type		Diesel			7			
Estimated number of outstation per vehicle	nights per month	4						
Duration in Months for which ser	vice is required	24						
(Numbe	er of Vehicles Reau	uired*Monthly F	कुल राशि (सूत्र) Total Amount (F Base Fare (Per package) inclusive o		ation in Months for which	n service i	s required)	
			, , , , , , , , , , , , , , , , , , , ,			"		
ऐडऑन के बिना कुल मूल्य Total Value	: williout Addons(шик)					2698680	
			विवरण जोड़ें Add On Descr	iption				
Outstation night charges applica	able					285		
एडऑन मूल्य Addon Value (Addon Months for which service is requ		Vehicles Requi	red*Estimated number of outstati	on nights p	per month per vehicle*Du	ration in	27360	
कुल एडऑन मूल्य Total Addon Valu	e(INR)					27360		
ऐडऑन सहित कुल मूल्य Total Value I	ncluding Addons	INR)					2726040	
			कर द्विभाजन Tax Bifur	cation				
বিখিছ Particular	जीएसटी G	ST (5%)	जीएसटी उपकर 1 GST Cess 1 (0%)	जीएसटी प	र इनपुट टैक्स क्रेडिट (आईटीसी) I Tax Credit (ITC) on GST	input ড	नीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1	
Monthly Basis Cah & Tayi Hiring								

0

129811.43

Monthly Basis Cab & Taxi Hiring

Services

सलाहकार बैंक Advisory Bank :		State Bank of India	
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	अनुबंध की राशि Amount of Contract	5.00	
बोली लगाने वाले को बोली के नियमा और यहता औं इसुसीर लिलू इवाबासन प्रेस सुन्य स्मार होगी Pffle biddel stand but the bid stand stand sound tions			27864840
एसएलए विवरण SLA Details			

Special Terms and Conditions For Monthly Basis Cab & Taxi Hiring Services

1. Agreement Overview

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 & 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.

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

- 1. General terms and conditions for Services;
- $2. \ Service \ Specific \ STC \ of the \ Services \ contracts \ shall \ include \ the \ service \ level \ agreement \ (SLA) \ for \ the \ service;$
- 3. BID / Reverse Auction specific ATC.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which 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 document shall be construed to be part of the Contract between Buyer and Service Provider.

2. Objectives and Goals

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

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

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

3. Parties to Agreement

The main stakeholders associated with this agreement are below-

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

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

4. Scope of Service:

- 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.
- 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.
- 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.
- 4.4 The payment for extra distance and extra duty hours will be done on basic package rate as under:
- 1. Extra per km charges Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.5 in case of normal service and 0.4 in case of 24x7 service
- 2. Extra hour charges Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4. In case of 24x7 service, no charges for extra hours to be paid

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

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

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

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/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.
- $5.3.4\,\mathrm{All}$ 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

7. Deductions / LD

#	Nature of Default	Default Details	Deductions			Remarks
-			1st instance	2nd instance	3rd instance	Temana i
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 and a deduction of 5% of monthly vehicle hiring cost	for vehicle hired by Buyer from third party and a	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 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.
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	for vehicle hired by Buyer from third party and a	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 X B X C

A: Number of vehicles hired

B: Hiring cost of vehicle per month

C: Duration in months

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

1. Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is

bunched: : Innova Crysta or equivalent - Rs. 14 per Km Mahindra Bolero or equivalent - Rs. 11 per Km

Mahindra Bolero Camper or equivalent - Rs. 11 per Km

2. Scope of Work: click here

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

- 1. Certificate (Requested in ATC): click here
- 2. Additional Doc 1 (Requested in ATC): click here
- 3. Additional Doc 2 (Requested in ATC): click here
- 4. Additional Doc 3 (Requested in ATC): click here
- 5. Additional Doc 4 (Requested in ATC) : click here
- 6. Compliance With Motor Vehicle Act : click here
- 7. Proof Of Document For Ownership Of Vehicles With Service Provider: <u>click here</u>
- 8. Audited Financial Statement/statutory Auditor Certificate: click here
- 9. Work Order For Similar Experience As Proof Of Vehicle Provided In The Past Year To Government Agencies: click here
- 10. Office Registration Certificate For Geographical Presence : click here
- 11. Work Order For Similar Experience As Proof Of Years Of Experience : click here

ईपीबीजी विवरण | ePBG Detail

आरसीएम/एफसीएम के संबंध में सामान्य खंड |General Clauses w.r.t RCM/FCM

- 1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA, unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
- 2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- 3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST cess will be the liability of buyer.
- 4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer. Unregistered seller will invoice buyer with zero GST and Zero GST cess.
- 5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

नियम और शर्तें|Terms and Conditions

- 1. General Terms and Conditions-
- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 1.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.
- 2. Buyer Added Bid Specific Terms and Conditions-
- 2.1 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

In the event of any contradiction between the GeM GTC and the TFL document, the TFL document shall prevail.

2.2 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document Click here to view the file.

Note: Service Providers are required to raise invoices online as per the contract terms on GeM portal. Timely invoice submission is mandatory for compliances, smooth payment
processing, and will also contribute to improving their ratings.

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

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