



Bid Number: GEM/2022/B/2642876
Dated: 20-10-2022

Bid Document

Bid Details	
Bid End Date/Time	31-10-2022 15:00:00
Bid Opening Date/Time	31-10-2022 15:30:00
Bid Offer Validity (From End Date)	120 (Days)
Ministry/State Name	Ministry Of Finance
Department Name	Department Of Economic Affairs
Organisation Name	Security Printing And Minting Corporation Of India Limited (spmcl)
Office Name	Janpath
Item Category	Custom Bid for Services - Hiring of 7 seater vehicle for Nashik to Noida and return , Custom Bid for Services - Hiring of 7 seater vehicle for Nashik to Bangalore and return , Custom Bid for Services - Hiring of 7 seater vehicle for Nashik to JNPT Nhavasheva port or Mumbai Airport and return , Custom Bid for Services - Hiring of 7 seater vehicle for Nashik to Dadra Nagar Haveli and return , Custom Bid for Services - Hiring of 7 seater vehicle for Nashik to Shirdi Airport and return
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
Years of Past Experience Required for same/similar service	1 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	IDBI Bank
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EMD Percentage(%)	2.00
EMD Amount	50000

ePBG Detail

Advisory Bank	IDBI Bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Chief General Manager
Nashik Road, Nashik-422101
(India Security Press)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service

provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required

Scope of Work:[1665824761.pdf](#)

Service Level Agreement (SLA):[1665815804.pdf](#)

Payment Terms:[1665815830.pdf](#)

GEM Availability Report (GAR):[1665816423.pdf](#)

Custom Bid For Services - Hiring Of 7 Seater Vehicle For Nashik To Noida And Return (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of 7 seater vehicle for Nashik to Noida and return
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Biplab Basak	422101,India Security Press, Nashik Road Nashik , Maharashtra	1	N/A

Custom Bid For Services - Hiring Of 7 Seater Vehicle For Nashik To Bangalore And Return (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of 7 seater vehicle for Nashik to Bangalore and return
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents**Consignees/Reporting Officer**

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Biplab Basak	422101,India Security Press, Nashik Road Nashik , Maharashtra	1	N/A

Custom Bid For Services - Hiring Of 7 Seater Vehicle For Nashik To JNPT Nhavasheva Port Or Mumbai Airport And Return (1)**Technical Specifications**

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of 7 seater vehicle for Nashik to JNPT Nhavasheva port or Mumbai Airport and return
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents**Consignees/Reporting Officer**

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Biplab Basak	422101,India Security Press, Nashik Road Nashik , Maharashtra	1	N/A

Custom Bid For Services - Hiring Of 7 Seater Vehicle For Nashik To Dadra Nagar Haveli And Return (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of 7 seater vehicle for Nashik to Dadra Nagar Haveli and return
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Biplab Basak	422101,India Security Press, Nashik Road Nashik , Maharashtra	1	N/A

Custom Bid For Services - Hiring Of 7 Seater Vehicle For Nashik To Shirdi Airport And Return (1)

Technical Specifications

Specification	Values
Core	

Specification	Values
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of 7 seater vehicle for Nashik to Shirdi Airport and return
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Biplab Basak	422101,India Security Press, Nashik Road Nashik , Maharashtra	1	N/A

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

I. Qualification/ Eligibility Criteria

(1) Experience and past performance: The bidder should have experience of having successfully completed similar kind of hiring of vehicle services for the value at least Rs.10 Lakh in any one of the last five years ending on '31.03.2022'.

Note: Start-ups and Micro and small Enterprises are exempted from Experience and Past Performance criteria. In case any bidder is seeking exemption from Experience and Past Performance criteria, the supporting documents to prove his eligibility for exemption must be submitted for evaluation.

(2) Capability: The bidder must have capability to provide the relevant services. Further, firm should have at least 3 vehicles (6+1 seater) registered in the name of firm with valid Transport/Tour & Travel Registration and all India permit of travel. Documentary evidence in this regard may kindly provided along with the technical bid.

(3) Financial Standing:

(a) The average annual turnover of the bidder during the last three years, ending on 31.03.2022

should be at least 10 Lakh as per the annual report (Audited Balance sheet and Profit & Loss Account shall be submitted for evaluation) of Financial Year 2019-2020, 2020-2021 & 2021-2022, duly authenticated by a chartered Accountant/Cost Accountant in India or equivalent in relevant countries

Note: The Average Annual Turnover criteria are exempted for Start-ups and Micro and Small Enterprises. In case any bidder is seeking exemption from Turnover criteria, the supporting documents to prove his eligibility for exemption must be submitted for evaluation.

- (b) The bidder should not have suffered any financial loss for more than one year during the last three years, ending on '31.03.2022'.
- (c) The net worth of the Bidder should not be negative on '31.03.2022' and also should not have eroded by more than 30% in the last three years, ending on '31.03.2022'.

(4) Bidder firm shall submit the copy of PAN & GST Registration Certificate.

(5) Other Eligibility requirements for the Bidders:

- (a) Service provider should have at least 3 registered vehicles of '6+1 seater configuration' with the firm as per requirement. The details of the same must be submitted along with technical bid
- (b) The application should be submitted in English Language. The authenticated copies of the documents in support of the applicant's claims must be submitted in English language.
- (c) The bidder shall indicate/ certify that authorized signatory is competent and legally authorized to submit the tender and/ or to enter into legally binding contract.
- (d) **Blacklisting:** The bidder firm should submit declaration that the firm has not been blacklisted/ debarred by any government agency / Public Sector Unit/ Reputed organization.
- (e) **Agree to withdraw all deviations:** The declaration that "We agree to withdraw all the deviations, if any, unconditionally and accept all the terms and conditions of the tender document including the Scope of Work, Service Level Agreement and Payment Terms".
- (f) All experience, past performance and capacity/ capability related/ data should be certified by the authorized signatory of the bidder firm.
- (g) Decision on finalization of tender will be taken based on the documents submitted along with the tender. All documents must be submitted as per tender requirement failing which offers will be liable for rejection.
- (h) All the pages submitted are to be sealed & signed by Authorised Signatory.

II. Delivery Schedule.

(a) **Contract period:** Contract shall commence from the date mentioned in GeM Contract/Purchase Order for a period of One (01) Year within ceiling limit of total contract cost. Vehicles shall be provided on as and when required basis for each schedule as given below. Prices shall be valid for one (01) year from the date of commencement of contract.

(b) The details of trips (vehicle of 6+1 seating configuration) for transportation from various locations of India will be as below:

Schedule	Description	Number of trips
Schedule 1	Nashik to Noida and return	20
Schedule 2	Nashik to Bangalore and return	16
Schedule 3	Nashik to JNPT/Nhavasheva/Mumbai Airport and return	80
Schedule 4	Nashik to Dadra & Nagar Haveli and return	26
Schedule 5	Nashik to Shirdi Airport and return	26

Important Note:

- a) Number of trips are considered based on hiring of one vehicle, however, actual number of vehicles to be hired at a time may vary from one to five. Therefore, firm will be paid based on actual number of trips considering number of vehicles hired. **(Number of trips are equivalent to number of vehicles)**
- b) The vehicle to be hired for each trip will be **6+1 seater, AC vehicle** (from Ertiga/Innova/equivalent) as per requirement.
- c) The above mentioned details are for reference purpose only and to quote offer price on GeM.

However, the actual usage may vary and may be less than above mentioned usage, but should not be more than above usage, at any stage.

- d) Firm need to quote price keeping in view the distance of travel, number of halts required for each schedule.
- e) The price, to be quoted by bidder firm, shall be per trip basis inclusive of all charges such as halting charges/night charges etc. However, the charges towards toll/parking etc. will be initially paid by the supplier/transporter and the same will be reimbursed to the firm on producing the original invoices/receipts etc. while submitting the monthly bills.
- f) Rate quoted by the Firm for trip will be valid for a period of 01 year.
- g) **During deployment of vehicle, firm should ensure that number of trips (i.e. number of vehicles) hired during period of contract should not exceed above mentioned total trips.**
- h) **Per trip price (Per Vehicle hiring price) for each schedule will be obtained on the basis of following:**
Per trip price (Per Vehicle hiring price) for each schedule = {(Prices quoted by firm for the particular schedule)/(total number of trips for particular schedule as per above table)}

III. Option Clause: The purchaser reserve the right to increase the ordered quantity by 25% in terms of period and value of contract at any time, till last date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period.

IV. Taxes and Duties:- Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods/Services to SPMCIL. If the tenderer fails to include taxes and duties as per law of the land in the tender, no claim thereof will be considered by purchaser at a later stage.

V. Payment Terms:- The payment will be made on monthly basis at actual usage as per applicable price through Bank on submission of Bills. Rate quoted by the Firm for trip will be valid for a period of 01 year.

Payment Condition

1. The payment shall be made at actual usage (trips/vehicles for each schedule) basis 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 valid proof of payment (original receipts/invoices).

Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

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.
4. GST applicable as per rules.
5. The TDS, if any, will be deducted.

VI. The terms and conditions, guidelines of SPMCIL Procurement Manual Version 2.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer GIT and GCC of SPMCIL Procurement Manual Version 2.0 for additional terms and conditions as per the links given below:

GIT: <https://spmcl.com/uploaddocument/GIT/new.pdf>

GCC: <https://spmcl.com/uploaddocument/GCC/new.pdf>

VII. Check List:

Sr. No.	Description	Submitted /Not Submitted
1.	Documentary evidence against submission of EMD.	
2.	Documentary evidence towards Experience as per clause 'I(1)' , mentioned under Buyer Added Bid Specific ATC	
3.	Documentary evidence towards Capability as per clause 'I(2)' , mentioned under Buyer Added Bid Specific ATC	
4.	Documentary evidence towards Financial Standings (Audited Balance sheet and Profit & Loss Account of Financial Year 2019-2020, 2020-2021 & 2021-2022 shall be submitted for evaluation) as per clause 'I(3)' , mentioned under Buyer Added Bid Specific ATC	
5.	PAN & GST Registration Certificate	
6.	Declaration of "Blacklisting" and "Agree to withdraw all deviations" on firm's Letter Head as per Clause 'I(5) (d) and (d)' mentioned under Buyer Added Bid Specific ATC	
7.	Adherence to the Delivery Schedule on firm's Letter Head, as per Clause 'II' mentioned under Buyer Added Bid Specific ATC	
8.	Adherence to the Payment Terms on firm's Letter Head, as per Clause 'V' mentioned under Buyer Added Bid Specific ATC	
9.	Adherence to Scope of Work as per bid document with sealed and signed by authorized signatory on bidders letter head.	
10	Adherence to Service Level Agreement as per bid document with sealed and signed by authorized signatory on bidders letter head.	
11	MSE certificate/ Start up certificate if claiming for exemption against experience and turnover criteria and EMD only.	

12	Adherence to Buyer Added ATC.	
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2. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

3. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. 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.

4. Certificates

Bidder's 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.

5. Service & Support

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

6. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as 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.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

7. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of India Security Press, a Unit of SPMCIL payable at Nashik.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

8. Forms of EMD and PBG

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

9. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of India Security Press, a Unit of SPMCIL payable at Nashik.

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

10. Forms of EMD and PBG

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 India Security Press, a Unit of SPMCIL payable at Nashik. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

11. Forms of EMD and PBG

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 India Security Press, a Unit of SPMCIL A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. 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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

SCOPE OF WORK

- 1) The transportation of security consignments will be accompanied with CISF Escort as per IS Duty pattern for security/safety of the security raw material. Further, for carrying out custom clearances and other official formalities, ISP officials also needs to be deputed at JNPT/Nhavasheva/Mumbai Airport. Accordingly, for transportation of CISF escort team, ISP Officials, vehicles are going to be hired.

- 2) The details of trips for transportation of personal from various locations of India in the upcoming one year will be as below:

Schedule	Description	Number of trips
Schedule 1	Nashik to Noida and return	20
Schedule 2	Nashik to Bangalore and return	16
Schedule 3	Nashik to JNPT/Nhavasheva/Mumbai Airport and return	80
Schedule 4	Nashik to Dadra & Nagar Haveli and return	26
Schedule 5	Nashik to Shirdi Airport and return	26

Important Note:

- Number of trips are considered based on hiring of one vehicle, however, actual number of vehicles to be hired at a time may vary from one to five. Therefore, firm will be paid based on actual number of trips considering number of vehicles hired. **(Number of trips are equivalent to number of vehicles)**
 - The vehicle to be hired for each trip will be **6+1 seater, AC vehicle** (from Ertiga/Bolero/equivalent) as per requirement.
 - The above mentioned details are for reference purpose only and to quote offer price on GeM. However, the actual usage may vary and may be less than above mentioned usage, but should not be more than above usage, at any stage.
 - Firm need to quote price keeping in view the distance of travel, number of halts required for each schedule.
 - The price, to be quoted by bidder firm, shall be per trip basis inclusive of all charges such as halting charges/night charges etc. However, the charges towards toll/parking etc. will be initially paid by the supplier/transporter and the same will be reimbursed to the firm on producing the original invoices/receipts etc. while submitting the monthly bills.
 - Rate quoted by the Firm for trip will be valid for a period of 01 year.
 - During deployment of vehicle, firm should ensure that number of trips (i.e. number of vehicles) hired during period of contract should not exceed above mentioned total trips.**
 - Per trip price (Per Vehicle hiring price) for each schedule will be obtained on the basis of following:**
Per trip price (Per Vehicle hiring price) for each schedule = {(Prices quoted by firm for the particular schedule)/(total number of trips for particular schedule as per above table)}
- 3) **Tenure:-** The Contract shall be for a period of 1 (one) year at the terms & conditions of the tender & may be extended further three months. Rate quoted by the Firm for each type of vehicle will be valid for a period of 01 year. However, the contract can be terminated at any time at the discretion of ISP Nashik with 1 (one) month notice.
- 4) The vehicle should have proper Registration with Transport Authorities for commercial usage duly paid with all taxes (as required), Insurance, PUC, etc. i.e. Vehicles should have commercial road permits for respective states, Insurance, all statutory payments for both driver and vehicles etc. All the vehicles to be hired should have all India Permit for travel.
- 5) The firms should have adequate number of Vehicles to be provided.
- 6) Firms should have adequate number of drivers having experience of driving.
- 7) Bidder firm shall mention the make of the vehicles to be provided. **Vehicles provided should not be registered before year 2019.**
- 8) The Vehicle should be new and maintained in good running condition, good interior & exterior in all respect and at all times must be in road worthy condition. Vehicles' all RTO Documents (insurance papers, RC, fitness, permit, PUC etc.) must be valid and vehicle should not be older than Three (03) years [from the date of award of Contract/Purchase Order]. Valid registration of vehicles to be submitted by the tenderer after award of contract. **Details of the vehicles available should be submitted by the firm with the technical bid.**
- 9) No Detention charges will be paid in any circumstances.
- 10) The Agency so hired should be able to make the vehicle available as and when required/demanded at short notice over phone/e-mail/FAX failing which ISP will hire alternative vehicle at the risk and cost of the agency.
- 11) All the drivers of vehicles and other personnel accompanying the vehicles have to abide by all security norms right from entering our premises for carrying the security materials and other works, if any.
- 12) The vehicles should have other provisions like spare Tyre, Tool Kit, First Aid Kit, Portable Fire Extinguisher, Heavy Duty Torch, etc. for emergency purpose. And in case of any puncture of Tyre, it should be replaced within half an hour.
- 13) Each driver employed by the firm must have a cell-phone duly activated.
- 14) All Drivers should be competent, experienced, physically fit and having a valid professional (Commercial) driving license issued by a Competent Authority with minimum five (05) years' experience in case of light vehicle or in case having Heavy Commercial Vehicle License, he should have at least Three (03) years' experience, apart from being sober, gentle, courteous

and well behaved person with at least one year working experience in any reputed Organization. The driver should be in possession of valid driving license in Original and he should not keep the Xerox copy of license with him. The driver should be well dressed & well behaved.

- 15) Drivers should be covered by comprehensive Insurance policies for safety and security.
 - 16) The transporter shall take out and keep alive valid insurance covers as per provision of the Motor Vehicles Act, 1939. The transporter shall also take out and keep alive for the vehicles riot risk insurance.
 - 17) No mileage will be allowed for lunch/ tea of the driver. Driver should carry his lunch or arranged by own.
 - 18) The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
 - 19) Log book shall be maintained by & with the driver of vehicle & the log book may be **got signed by the user** and proper entry with respect to place visited, time, halts, kilometers etc. be made indicating name and designation of the officer who have utilized the vehicle.
 - 20) Firm should have valid Goods and Service Tax Registration etc. or proof of exemption.
 - 21) The vehicle should report at least half an hour before starting of journey.
 - 22) All road tolls and taxes, parking etc, if any, should be borne by the Travel Agency and should not be demanded from vehicle users. However, charges for road tolls and taxes, parking etc will be reimbursed on submission of original invoices/receipts along with settlement of monthly bills.
 - 23) In case of any damages/breakdown, the alternative vehicle will be provided immediately by the Travel Agency without fail.
 - 24) **Number of vehicles to be hired may vary as per actual requirement basis as and when required.**
 - 25) **Payment Terms:-** The payment will be made on monthly basis at actual usage as per applicable price through Bank on submission of Bills. Rate quoted by the Firm for trip will be valid for a period of 01 year.
Payment Condition
 1. The payment shall be made at actual usage (trips/vehicles for each schedule) basis 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 valid proof of payment (original receipts/invoices).**Payment Cycle**
 1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
 2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.**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.
 4. GST applicable as per rules.
 5. The TDS, if any, will be deducted.
 - 26) **The Travel Agency should provide the vehicle only when demanded by the Competent Authority of ISP.**
 - 27) The rates quoted are inclusive of Petrol/Diesel charges and vehicle should be sent duly filled with petrol/diesel before reporting to ISP.
 - 28) Any Compensation on account of accident or damage to the vehicle for death for any third party/ISP employee or injury or loss, if any, shall be borne by the contractor with no liability towards ISP.
 - 29) The bidder shall submit the copy of the following documents before issue of the Service Order/Contract:
 - a. Vehicle Registration certificate issued by R.T.O.
 - b. Documents of up-to-date Road Tax.
 - c. Comprehensive Insurance.
 - d. Fitness Certificate.
 - e. P.U.C. Certificate.
 - f. Any other related documents obtained from competent authority.
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30) 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:

Sr. No.	Nature of Default	Default Details	Penalties			Remarks
			1st instance	2nd instance	3rd instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 2% of monthly bill	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly bill	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 2% of monthly bill	Penalty of 4% of monthly bill	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
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 1% of monthly bill	Amount of charges for vehicle hired by Buyer from third party and a penalty of 2% of monthly bill	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	Amount of charges for vehicle hired by Buyer from third party and a penalty of 1% of monthly bill	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 1% of monthly bill	Penalty of 2% of monthly bill	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
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.
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31) In case of any dispute arising out of this agreement the courts at Nashik alone shall have the jurisdiction to adjudicate.

32) STATUTORY REQUIREMENTS:

- i. The contractor shall have to fulfill all the statutory requirements as per the provisions of law i.e. contract Labour R & A Act 1970 & contract Labour R & A Rules 1971., Minimum wages Act 1948 applicable in ISP Nashik region excluding taxes, Payment of wages Act 1936 and other related labour legislations etc., and shall by periodical substitution/rotation of manpower, indemnify company from any claims in future or due to any breach of the statutory requirements. The company, as a principal employer, shall enforce the provisions of these Acts.
- ii. Payment for the labour shall be made as per Central Govt. Minimum wages notification, as in force from time to time.
- iii. The contract must have a valid PROVIDENT FUND CODE & ESI CODE and copy of the same shall have to be submitted along with the tender.
- iv. Note: If the above certificates are not available, the contractor must be in a position to arrange the same within 30 days on award of work order, if not complied, the work order shall be liable to cancel, no payment will be released and EMD will be forfeited.
- v. It shall be the sole responsibility of the contractor to ensure safety to all his drivers.
- vi. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The contractor shall confirm to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provision. The contractor should properly maintain all necessary aid Kits under his custody and ensure that all its employees adequately trained in administering first aid in case of emergencies.

Service Level Agreement for Vehicle Hiring Services

– as and when required on trip basis

1 AGREEMENT OVERVIEW

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Vehicle Hiring Service provider. The purpose of this agreement is to facilitate implementation of Vehicle Hiring Services – as and when required on trip 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 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 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- as and when required basis

The scope of this Agreement is to hire vehicle as and when required on trip basis, which includes hiring of vehicles (including driver and fuel requirements) for defined tenure for schedules mentioned in scope of work.

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 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 odour and any personal belongings of the driver.
4. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
5. The drivers of the vehicles must possess a valid driver license and must have a minimum five (05) years' experience in case of light vehicle or in case having Heavy Commercial Vehicle License, he should have at least Three (03) years' experience.
6. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also have an active internet connection at all times where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be reachable at all times during duty hours.
7. The drivers of the vehicles deployed should maintain polite & courteous behavior towards the buyer/ passenger. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by Buyer/user, use of abusive language, theft, shall attract penalties as per provisions of the contract.

4.2 Defined Timelines

1. The Service Provider shall ensure that assigned vehicle and driver 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 against each trip. There will be no extra kms to be paid as locations of travel are fixed.
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 as and when required on trip basis for schedules mentioned in the scope of work and not beyond scope of work.

5 SERVICE PROVIDER'S OBLIGATION

1. Service Provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
2. Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.
3. The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in off duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by Service Provider to avoid any inconvenience to the Buyer.
4. The Service Provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act. 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 on submission of original invoices/receipts.
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 shall be reimbursed by the Buyer to the Service Provider on actual basis as paid by the Service Provider on submission of original invoices/receipts.
3. 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.
4. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form the Buyer/ passenger. If the driver of the vehicle communicates directly with the Buyer/passenger (either by telephone, in writing or verbally, and either before, during or after a trip) to make alter or change the nature of service provided the Buyer must immediately inform the Service Provider.

7 SERVICE TRACKING

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, place to be 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. Once the Service Provider submits the logbook, the Buyer shall either accept or reject these entries within the prescribed time limit. The Buyer will also record the any service non delivery or non-performance issues, and subsequent penalties. Failure to take action on logbook entries submitted by Service Provider shall be deemed as accepted.
3. 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 be solely responsible for maintaining the quality and level of service provided.

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:

Sr. No.	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 2% of monthly bill	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly bill	After 3 rd instance, the buyer may terminate the contract <u>or</u> 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 2% of monthly bill	Penalty of 4% of monthly bill	After 3 rd instance, the buyer may terminate the contract <u>or</u> continue to impose the same penalty as imposed for 3 rd instance.
3	Breakdown of vehicle during trip	No replacement provided up	Amount of charges for vehicle	Amount of charges for vehicle hired	Amount of charges for vehicle hired	After 3 rd instance, the buyer may

	(no replacement provided)	to 2 hours	hired by Buyer from third party	by Buyer from third party and a penalty of 1% of monthly bill	by Buyer from third party and a penalty of 2% of monthly bill	terminate the contract <u>or</u> 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	Amount of charges for vehicle hired by Buyer from third party and a penalty of 1% of monthly bill	After 3 rd instance, the buyer may terminate the contract <u>or</u> 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 1% of monthly bill	Penalty of 2% of monthly bill	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
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.

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 at actual usage (trips/vehicles for each schedule) basis 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 valid proof of payment (original receipts/invoices).

9.2 Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, 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.
4. GST applicable as per rules.
5. The TDS, if any, will be deducted.

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

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

Payment Terms

The payment will be made on monthly basis at actual usage as per applicable price through Bank on submission of Bills. Rate quoted by the Firm for trip will be valid for a period of 01 year.

Payment Condition

1. The payment shall be made at actual usage (trips/vehicles for each schedule) basis 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 valid proof of payment (original receipts/invoices).

Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

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.
4. GST applicable as per rules.
5. The TDS, if any, will be deducted.