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1. Scope

1.1 Government users frequently hire the transportation services (taxis) in various ministries and departments on annually/monthly/daily basis. Currently, various ministries and departments have to make their arrangement of outsourced vehicles as per extant provisions separately. Government has directed DGS&D to create a one-stop Government e-Marketplace [GeM] for government buyers in order to bring more transparency and efficiency in procurement of common user goods and services along with ease of procurement for government buyers with the use of online platform. In the pilot phase of process, Transport Hiring Services has been identified as one of the prospective services for such E-Marketplace.

1.2 Accordingly, transport service providers are requested to submit their proposals on GeM for the hiring of AC/Non-AC Commercial Cars of engine capacity ranging from 800 cc to 2500 cc such as WagonR/Swift Desire/Bolt/Toyota Etios/ Altis/ Ciaz/ Ertiga/ Innova/ Honda City/ Mobilio etc or equivalent cars required by various ministries/government departments located in Delhi/NCR for the following categories of the services as per the terms and conditions contained in this document:

i. Annual Basis	Monthly Mileage 2400 kms and Monthly Duty Hours 300 hours.
ii. Monthly Basis	Monthly Mileage 2400 kms and Monthly Duty Hours 300 hours.
iii. Per Day Basis	Daily Mileage 80 kms and Daily Duty Hours 10 hrs.
iv. Half Day Basis	Half Day Mileage 50 kms and Duty Hours 5 hrs.
v. Spot Hiring	Minimum Fixed Charges for 4 kms and thereafter charges on per km basis.

1.3 Besides above, transport service providers may also submit their proposals on GeM for providing the Cars as mentioned in para 1.2 above on “Lease Rental Basis” for the following categories of the services as per the terms and conditions contained in this document :-

i. Hiring of Cars on lease monthly rental basis with fleet management charges	<ol style="list-style-type: none">1. Period of 03 years with running upto 80,000 kms.2. Period of 04 years with running upto 1,00,000 kms.3. Period of 05 years with running
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	upto 1,20,000 kms.
ii. Hiring of Cars on lease monthly rental basis with fleet management charges and Chauffer Management Services	<ol style="list-style-type: none"> 1. Period of 03 years with running upto 80,000 kms. 2. Period of 04 years with running upto 1,00,000 kms. 3. Period of 05 years with running upto 1,20,000 kms.

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2. Terms, Conditions & Service Level Agreement for Hiring of Transport Services.

1. The vehicle should be registered in Delhi/NCR as commercial vehicles on or after 01 Jan, 2015 and should not have run more than 50,000 Kms at time of contract and also during the contract period. As soon as 50,000 Kms are over, new vehicle with less than 50,000 Km running shall be provided.
2. The Hiring Charges should be specified (exclusive of service tax), as per the scope of work and in the format of commercial proposal enclosed as Appendix-2. Toll Tax, Octroi, Parking Charges and other statutory levies, if any, paid during the journey would be billed on actual.
3. The hiring charges will be inclusive of fuel cost, lubricants, spare parts, maintenance, salary of the drivers/staff, payment of insurance/road/state taxes/permit/certificate etc. However, the vehicle/taxi will keep sufficient stock of BIS marked packaged drinking water which may be provided to user on demand on actual or the spot payment basis.
4. The vehicles provided by the service provider should have valid Registration Certificate, Full comprehensive insurance to cover third party and occupants, fitness certificate, PUC, Road Tax, permit etc and any other relevant permits/licenses essentially required by the RTO and any other statutory bodies for the operations of the vehicles, and must be revalidated before the expiry of the due date during the tenure of the contract period.
5. The service provider shall take comprehensive insurance with third party unlimited liability risk of the vehicles detailed for the user department requirement. User 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 contractor's vehicle by user.

6. The service provider shall be solely responsible for any claims by any third party and/or employees of user department traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.
7. In the event of any break-down, servicing and repairs of vehicles, the service provider at his own cost shall make alternate arrangement by providing similar class of vehicles for which agreement is entered into. Failure to do so will evoke penalty clause.
8. The user department 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. The driver as well as service provider shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present and as may be enforced from time to time for which user departments would not be liable/responsible in any manner whatsoever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the service provider only and user/user departments will not be liable in any manner.
9. The service provider shall ensure that the vehicles deployed by him are maintained well, cleaned thoroughly both internally and externally, boot kept clear off dust, rubbish, oil and any personal belongings of the driver. Adequate spares such as bulbs, belts, spare tyres etc in good condition shall be kept in the vehicles at all times along with toolkit for use, if necessary. Also, all vehicles should have an emergency medical kit and Fire Extinguisher.
10. 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. Etc. as applicable from time to time. The employees of the service provider shall not be deemed to be employees of the

user department hence the compliance of the applicable acts laws will be the sole responsibility of the service provider.

- 11.** The service provider shall not transfer or assign or sub let any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever.
- 12.** The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.
- 13.** 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. Also, alternate vehicle will be provided by Service provider without any extra charges.
- 14.** The cars deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department. The service provider has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speed, rash driving, and driving vehicle without brakes/defective brakes.
- 15.** Separate duty slip will be maintained for each vehicle, which will be signed by the authorized signatory of the user department. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during office hours and 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 administration of the user department. On the basis of each vehicle's duty slip, the service provider shall prepare monthly bills enclosing therewith a consolidated statement of each vehicle's monthly running and original copies of duty slip.
- 16.** The service provider shall provide at his own cost proper uniform and badges as per DELHI MOTOR VEHICLES RULES, 1993 (amended upto date) and photo

identity cards to the drivers. The service provider shall be responsible for the acts and deeds of drivers of the vehicles including following:

- The drivers/staff of the vehicles deployed for user department duties should be non-smoker, nor user of any tobacco, maintain polite & courteous behavior towards users as well as to staff.
- Driver must possess a working mobile phone whose number should be given to user by service provider.
- Drivers should have valid commercial driving licenses.
- Driver should wash his uniform every day.
- The driver should not be under influence of liquor or any other intoxicants or smoke while on duty. In the event of such happenings, the driver will have to be removed from services and any damages caused by such contractor's employees will be totally borne by the contractor.
- Any complaint from the users/staff of the user department with respect to their behavior/ uniform will be viewed seriously and it will be brought to the notice of the service provider, who shall take suitable action.

17. At the option of the Govt. user Service provider shall provide vehicle tracking system and will submit the record /data of journey including pickup time and drop time alongwith mileage.

18. A logbook of each instance of violation of contractual obligations by the vendor as mentioned in **Appendix-1** shall be maintained online. Every violation shall attract penalty as mentioned against each obligation in **Appendix-1**. Before imposing a penalty, the user department will provide 3 days prior notice to the vendor to make its representation. The vendor confirms and agrees that penalty whenever becomes payable the same shall be deducted by the user department from the payments due to the vendor.

19. Performance Security: The Successful bidders have to deposit Fixed Deposit Receipt (FDR)/Bank Guarantee for 5% of the contract value in case of contracts for Hiring of Vehicle on Monthly and Annual Basis in favour of user Department within 15 days of awarding of the contract by the user. This bank guarantee shall be returned within 30 days of the completion of the contract. In case of Breach of the contract. The performance security shall be forfeited by the user. However, for Spot Hiring and Hiring on Per Day/ Half Day basis no Performance Security would be required.

20. Payment Terms: The service provider shall submit his monthly bills in triplicate towards the service rendered on the previous month to the user. Payment shall be effected by credit into the bank account of the service provider through ECS/RTGS within 10 days from the date of receipt of bills with supporting documents, complete in all respect. The service provider will have to intimate the bank account number, and other details of the bank to enable the user department to credit the payments directly into the account.

User department shall pay the vendor all amounts on an invoice that are not the subject of a bona fide dispute within 10 days after department's receipt of a valid invoice that complies in all material respects in terms of this Agreement; the payment shall be subject to any deductions such as penalties, statutory deduction etc.

21. Termination of the Contract: The contract may be terminated with 15 days prior notice by the tenderer or user department. Notwithstanding the aforesaid point, if contractor neglects or fails to carry out the contracted work, due to negligence in the performance of the contract, the user shall have the right to terminate the contract forthwith and engage another contractor to carry out the work. The performance security lying in the custody of the user department is liable to be forfeited in the said circumstances.

22. Arbitration: In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation. If such resolution is not possible, than the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, user department on the recommendation of the Ministry of Law, Government of India. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the award which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

23. Legal Jurisdiction: Any dispute whatsoever shall be subject to/within the jurisdiction of Delhi Courts alone.

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3. Special Terms and Conditions for Hiring on Monthly Lease Rental Basis (in addition to aforesaid terms and conditions)

1. Brand new vehicle will be provided to the Govt. Departments.
2. Service Provider will be paid a monthly lease rent by Govt. Department for the tenure toward the car provided by them on 24 Hours basis throughout the lease period. However, fuel charges will be borne by user department.
3. Under Fleet Management liability service provider will maintain the car(s) during the entire lease period and it would be the responsibility of Service Provider to arrange time to time service as well as repair of the car in case of break down including towing of the car.
4. In case the car could not be delivered duly repaired /serviced by the closing of the day an alternate car of same category will have to be made without any extra charges. Further, the alternate car so provided will remain with the user till such time the car remains off road on any account.
5. The pickup and drop facility for service of car should also be provided without any extra charges.
6. If the firm fails to provide the same status car in case of conditions mentioned above, user department will arrange the same on the cost of the contractor, which shall be recovered from their monthly rental.
7. It will be the responsibility of service provider to provide insurance cover for the vehicle from the time it is taken out from the showroom for contracted period.

8. In case of accident, the service provider will get the vehicle repaired. No extra payment for this will be given to service provider.
9. In case of any major fault or in the event of accident, if no alternate vehicle is provided by the service provider, no payment for that period will be given.
10. Chauffer provided by the service provider will not be treated as employee of the govt. user. Further, service provider will not replace the Chauffer at random without prior approval of the user department.
11. Govt. User shall not be responsible financially or otherwise any injury to the Chauffer in the course of performing the functions/ duties.
12. In case of any eventuality/complaint, the service provider will provide another Chauffer immediately within one hour.
13. The character and antecedents of the Chauffer will be get verified from the Police Authority by the service providers and the same should be submitted to Govt. user for their record. Also medical fitness certificate in respect of Chauffer from a qualified Doctor will also be submitted to user department by the service provider.
14. The service provider shall comply with all the statutory provisions as laid down under various Labour Laws/Act/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour (R&A) Act and other Labour Laws/Act/Rules including Motor Vehicles Acts/Rules in force from time to time at its own cost. In case of violation of such statutory provisions under Labour Laws

and / or any other laws applicable, by the Service Provider, there will not be any liability on part of user/ user's Ministry/ Government.

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Penalties for Non-Compliance of Service Level Agreement

Penalties will be levied on the service provider, for the violation of Service Level Agreement of the contract as mentioned below:

- 1. Major Penalties:** The following incidents will be considered as major and will attract immediate termination of the services for their non –compliance:

S No.	Major Incident
1	No Valid Registration papers of the vehicles
2	No Valid Comprehensive Insurance
3	No Valid Pollution Under Control (PUC) Certificate
4	Odometer Tampering and Odometer not working
5	Tampering with Log Book

- 2. Other Penalties:**

S. No	Service Level Agreement	Penalties for Non-Compliance		
1	Submission of Log sheet - within 24 hrs	In case of delay beyond 72 hours, special approval to be taken from Transport head with reasons mentioned there-in for such delay.		
2	Back Up Vehicle - To be provided within 30 minutes	In case of default the transporter must reimburse taxi charges claimed by the employee		
		1st Offence (in Rs.)	2nd Offence (in Rs.)	3rd Offence (in Rs.)
3	Fire Extinguisher missing	100/-	200/-	500/-
4	First Aid Box missing	100/-	200/-	500/-
5	Tool Kit missing	100/-	200/-	500/-

6	Mobile with Driver missing/not functioning	200/-	400/-	1000/-
7	Vehicle Missing without information	500/-	1000/-	Contract Terminated
8	Driver without License	200/-	500/-	Driver Terminated
9	Vehicle without proper document	200/-	500/-	Driver Terminated
10	Driver without Uniform	100/-	200/-	300/-
11	Uniform not washed everyday	100/-	200/-	300/-
12	Vehicle delayed beyond 10 minutes an up to 30 minutes at 1st pick up	200/-	400/-	1000/-
12	Vehicle delayed beyond 30 minutes	Rs. 1500/- or user can hire another vehicle (taxi) and the Service provider must reimburse taxi charges claimed by the user on actual.		
13	Misbehavior with staff	1000/-	Driver Terminated	
14	Exterior and interior, including seat covers, floor mattresses, dash board, windows not clean	100/-	200/-	500/-
15	Re-fuelling while pickup/ drop	250/-	500/-	1000/-
16	Driver found under the influence of Alcohol or any other intoxication substance	500/-	Driver Terminated	
18	Driver smoke while driving	500/-	1000/-	Driver Terminated
	Driver engage in distracting conversation or loud music or take calls while driving	200/-	500/-	1000/-
17	A/C not working (if air conditioned vehicle)	500/-	1000/-	2000/-
18	Over speeding	200/-	500/-	1000/- plus

				driver terminated
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Format for Commercial Proposal

I. FINANCIAL BIDS for Hiring of vehicles on Annual basis

<i>Sl. No.</i>	<i>Model/ Make</i>	<i>Fixed Monthly Charges for 2400 kms per month and 300hrs per month (Excl. of Service Tax) (in Rs.)</i>	<i>Charges for extra kms beyond the limit of 2400 km per month (Excl. of Service Tax) (in Rs. per km)</i>	<i>Charges for extra hours beyond the limit of 300 hrs per month (Excl. of Service Tax) (in Rs. per hour)</i>
1				
2				
3				
4				
5				
6				

Service Tax shall be payable Extra as Applicable.

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II. FINANCIAL BIDS for Hiring of vehicles on Monthly basis

S No.	Model /Make	Fixed Monthly Charges for 2400 kms per month and 300hrs per month (Excl. of Service Tax) (in Rs.)	Charges for extra kms beyond the limit of 2400 km per month (Excl. of Service Tax) (in Rs. per km)	Charges for extra hours beyond the limit of 300 hrs per month (Excl. of Service Tax) (in Rs. per hour)
1				
2				
3				
4				
5				
6				

Service Tax shall be payable Extra as Applicable.

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III. FINANCIAL BIDS for Hiring of Vehicles on Per Day/Half Day Basis

S No.	Model/ Make	Fixed Monthly Charges for Full day (100 kms and 10 hrs) (Excl. of Service Tax) (in Rs.)	Fixed Monthly Charges for Half day (50 kms and 5 hrs) (Excl. of Service Tax) (in Rs.)	Charges for extra kms for hiring on daily basis (Excl. of Service Tax) (in Rs. per km)	Charges for extra hours for hiring on daily basis (Excl. of Service Tax) (in Rs. per hour)
1					
2					
3					
4					
5					
6					

Service Tax shall be payable Extra as Applicable.

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IV. FINANCIAL BIDS for Spot Hiring of Vehicles

S No.	Model/ Make	Fixed Minimum Charges for 4 kms (Excl. of Service Tax) (in Rs.)	Charges for extra kms above fixed minimum charges (Excl. of Service Tax) (in Rs. per km)
1			
2			
3			
4			
5			
6			

Service Tax shall be payable Extra as Applicable.

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Appendix-3

I. FINANCIAL BIDS for Hiring of Cars on monthly Lease Rental basis with fleet Management Charges.

<i>S No.</i>	<i>Model/ Make</i>	<i>Monthly lease rental (Rs.)</i>	<i>VAT on Monthly Lease Rental (Rs.)</i>	<i>Gross Monthly Lease Rental (Rs.)</i>	<i>Monthly Fleet Management Rental (Rs.)</i>	<i>Service Tax (Rs.)</i>	<i>Gross Monthly Fleet Management Rental (Rs.)</i>	<i>Gross Rental per month (Rs.)</i>	<i>Tenure / Kms.</i>	<i>Excess Mileage charges in Rs./Km.</i>	<i>Charges for termination of lease prior to tenure.</i>
1	2	3	4	5	6	7	8	9	10	11	12
1											
2											
3											
4											
5											
6											

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II. FINANCIAL BIDS for Hiring of Chauffer Management Services. (12 Hours per day on 6 days duty basis)

<i>Monthly salary (Rs.)</i>	<i>Service Tax (Rs.)</i>	<i>Charges for extra hour on per hour basis (Rs.)</i>

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