



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5716304
Dated/दिनांक : 19-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-01-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	18-01-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Gujarat
Department Name/विभाग का नाम	Energy And Petro Chemicals Department Gujarat
Organisation Name/संगठन का नाम	Gujarat Electricity Regulatory Commission
Office Name/कार्यालय का नाम	Gerc
Item Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 km x 320 hours; Local 24*7
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	100 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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 Details/बिड विवरण

Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	3600000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Director
6th Floor, GIFT ONE, Road 5C, Zone 5,GIFT City, Gandhinagar - 382050, Gujarat, India.
(Gujarat Electricity Regulatory Commission)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

No

1. 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.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. 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.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Price Breakup (Annexure-VII) - [1734416190.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 Km X 320 Hours; Local 24*7 (8)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent , Tata Tigor , Ford Aspire , Volkswagen Ameo , Tata Zest , Nissan Sunny , Toyota Etios , Hyundai Aura
Usage Variant	2000 km x 320 hours
Type of Service	Local 24*7
Year of Vehicle Model	2024
Km Travelled	Upto 25,000 Kms

Specification	Values
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicle(s)	Additional Requirement/अतिरिक्त आवश्यकता
1	Makwana Jignesh	382355,6th Floor, Gift One Road 5-C, Zone 5, Gift City Gandhinagar	8	<ul style="list-style-type: none"> Duration in Months : 12

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

3. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, 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.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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/सामान्य नियम और शर्तें 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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

HIRING OF VEHICLES 2025

BID SPECIFIC TERMS AND CONDITIONS

- 1) This agreement shall be effective for a period of 12 months, i.e. from 1.3.2025 to 28.02.2026. The term may be extended by mutually agreed duration on mutually agreed terms and conditions, agreed in writing.
- 2) The bidder should be duly registered with Central/State Govt. Authority and should be well established taxi agency/firm.
- 3) The work involves hiring of vehicles for Gujarat Electricity Regulatory Commission (GERC), Gandhinagar, Gujarat located at 6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City, Gandhinagar – 382050, Gujarat, India.
- 4) Eligibility Criteria for technical qualification:
 - a) Registered office (not branch office) within the jurisdiction of Ahmedabad or Gandhinagar-Annexure II
 - b) All vehicles required to be provided by the service provider should be registered in the year 2024.
 - c) Annual turnover of the bidder should not be less than Rs. 1 crore during the last three financial years. (FY 2023-24, 2022-23 and 2021-22). CA certified Certificate of turnover to be uploaded with the bid document.
 - d) Minimum 03 years of experience (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 such relevant contracts /orders for last three years should be uploaded.
 - e) Compliance with Motor Vehicle Act- Annexure V
 - f) Single ownership of Vehicles with service provider-Annexure IV
 - g) Not debarred/Black listed -Annexure III: The bidder must submit the said undertaking on non-judicial stamp paper of Rs. 300/-
 - h) Acceptance of Bid Conditions- Annexure I
 - i) Self declaration by bidder for compliance as per Rule 144 (XI) of GFR 2017
 - j) Price Break up to be given as per Annexure VII
 - k) Other Documents required
 - ITR for last three financial years (FY 2023-24, 2022-23 and 2021-22).
 - PAN CARD/GST Certificate
 - MSME Certificate
- 5) Vehicles to be provided under the contract must be comprehensively insured and should carry necessary permits/clearances including valid PUC.

- 6) Vehicles hired shall be provided for exclusive use of this office and shall not be used by the contracting agency for any other purpose.
- 7) In case of any accident/mishap, all the claims arising therefrom shall be met by the service provider. The service provider shall be solely responsible for any claims by any third party and/or any employees of the user department travelling in the vehicle, for any injuries caused by the driver of the vehicle whether by accident or otherwise.
- 8) Service provider shall provide proof for ownership of vehicles along with the copies of registration certificates of vehicles along with the Self-attested RC Books before proceeding on trip.
- 9) It will be the responsibility of the service provider to maintain the hired vehicles in neat, clean, hygienic condition. The vehicles should be sanitized daily with the disinfectant. The upholstery of the vehicle should be proper and clean. The vehicles should be equipped with an emergency medical kit and a fire extinguisher.
- 10) Vehicle must be provided with the dedicated driver having age less than 50 years and possessing driving experience of not less than two years. Also he must be neatly dressed, well behaved, polite, and observe proper etiquettes.
- 11) Roadworthiness of the hired vehicles shall be ensured at all times by service provider. Service provider will be responsible for regular servicing of the vehicles hired (as and when due).
- 12) The service provider shall ensure compliance with all labour laws in force.
- 13) The service provider shall ensure that the Odometer of the vehicle provided is properly sealed so that no tampering is done to inflate the kilometer reading of distance travelled. The authorized officer of the GERC would carry out surprise checks of Odometer of the hired vehicles. If found tampered with or defective, the same shall be rectified from authorized workshop and cost of the same shall be recovered from the service provider from hiring charges.
- 14) The Kilometers shall be calculated on the basis of zero-based mileage starting from the pick up point to office and vice versa and duty time shall be counted from the pick up point to the relieving point.
- 15) The agency will ensure safety belts are available in good working condition for all passengers and driver seats. They will also comply with all the safety rules and regulation as presented by the Government Departments/Competent Authorities from time to time.
- 16) Penalties and fine will be levied as per the Service Level Agreement (SLA) as uploaded along with the Bid.

- 17) Agency must name his liaison officer/ representative to be available for coordination in connection with day to day running of the vehicle.
- 18) The successful bidder must provide the name and address of the driver along with the copy of driving license. Upon commencement of hiring contract, driver of the vehicle or vehicle will be changed only with the consent of this office.
- 19) The vehicle hiring contract shall be valid for 365 days, with services required 24x7 as per office needs. The contractor is responsible for ensuring adequate driver allocation for all designated routes, including after office hours, weekends, and public holidays.
- 20) It will be responsibility of the service provider to maintain record of journeys performed in the respective Log book on daily basis. The Driver should get the log book signed on daily basis by mentioning the name of the staff. The same shall be taken into consideration by this office while making payment to the contracted service provider.
- 21) The hired vehicle and driver under this tender shall operate exclusively within Ahmedabad, Gandhinagar, and nearby localities within radius from the municipal boundaries of these cities. Any travel beyond this designated area requires prior written consent from the contracting authority.
- 22) The service provider shall provide alternate vehicle/s in case of any shortfall for whatsoever reason or any breakdown of any of the hired vehicles.
- 23) Successful bidder should provide copies of the Registration documents of the vehicles offered for hiring.
- 24) The liability of the GERC Office shall be limited to hiring charges only. The service provider and/or driver(s) shall not be treated as Government Servant on any ground including that vehicle being used for the Government office duties.
- 25) Provision of air-conditioned, GPS-enabled E-Vehicle/CNG Vehicle (GoG-RTO Approved)/or Diesel/Petrol car on a rental basis for office staff at GERC, Gandhinagar. The vehicles will be used for commuting between Ahmedabad and GIFT City, Gandhinagar, and within Gandhinagar during office hours.
- 26) Total 8 no of Vehicles sedan category of vehicle will be required to commute from the below mentioned tentative locations and the locations falling in the path between Gift City and Locations mentioned underneath :
 - a) Isanpur
 - b) Paldi, Ambawadi
 - c) Shela, SG Highway,
 - d) Vastrapur,
 - e) Ranip

- f) Motera
- g) TPS-Sector 27,Gandhinagar
- h) Sargasan-Gandhinagar

27) Usage Limit: Monthly limit of 2,000 km (approximately 11 hours per day).

28) ePBG: As per GeM Bid document.

29) The rates in this form should be quoted without applicable taxes. Taxes will be charged as per applicable rates at the time. The above-mentioned rates should include the cost of diesel/petrol/CNG/electricity, oil, vehicle maintenance, driver expenses, driver allowance, RTO taxes, permit charges, etc.

30) If more than one bidder quotes the lowest rate, as per guidelines in GeM Portal the buyer shall have two options for placement of contract:

- a) Placement of contract by selection of an agency from amongst the L-1 bidders through a random algorithm run by GeM system; or
- b) Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the buyer with appropriate internal approvals.

31) The Department has right to increase or decrease the contracted number of vehicles as and when required. The number of vehicles hired may vary depending upon the officers posted in the office and sanction received from the officer of Gujarat Electricity Regulatory Commission, Gandhinagar.

32) Terms and conditions not defined in Bid document will be considered as Service Level Agreement.

33) Any terms and conditions not explicitly defined in this bid document shall be governed by the applicable Service Level Agreement (SLA). In the event of any conflict between the provisions of this bid document and the SLA, the terms and conditions outlined in this bid document shall prevail and supersede those of the SLA."



Director (Admin & Accounts)
Gujarat Electricity Regulatory Commission

Place: Gandhinagar

Date: 16/12/2024

ANNEXURE – I
UNDERTAKING:
(ACCEPTANCE OF BID CONDITIONS)

To,
Secretary,
Gujarat Electricity Regulatory Commission,
6th Floor, GIFT ONE,
Road 5C, Zone 5, GIFT City,
Gandhinagar – 382050,
Gujarat, India.

Dear Sir,

I/We,, the
BIDDER of
M/s.....

.....hereby
certify that I/We have read and understood entire terms and conditions (i.e. GeM General Terms and Conditions, Gem Service Level Agreement for Taxi Hiring Services and Buyer Added Bid Specific Additional Terms and Conditions, etc.) of the above referenced bid, and I/We agree to abide by them.

I/We hereby also accept the bid conditions of corrigendum(s), if any relevant to the above referenced bid in GeM.

Place:
Date:

Signature of Authorized Signatory of Bidder
Name:
Designation:
Seal:
Email ID:
Mobile No:

ANNEXURE – II
A REGISTERED OFFICE SET UP IN AHMEDABAD OR GANDHINAGAR AS ON DATE OF PUBLICATION OF BID

To,
Secretary,
Gujarat Electricity Regulatory Commission,
6th Floor, GIFT ONE,
Road 5C, Zone 5, GIFT City,
Gandhinagar – 382050,
Gujarat, India.

Dear Sir,

I/We,, the
BIDDER of
M/s.....
.....

.....hereby
confirm that this firm/agency/company/enterprise/establishment has one registered office
located at

.....in **AHMEDABAD/
GANDHINAGAR** as on date of publication of the abovementioned bid in GeM. As a proof I/We
have enclosed certificate of Shops and Establishment/Valid copies of memorandum of
association or registration of this firm/agency/company/enterprise/ establishment, etc.

Note: The proof of the office in Ahmedabad/Gandhinagar is to be attached.

I/We hereby undertake that the information furnished above and elsewhere in the tender is true
to the best of my/our knowledge and that I/We have not suppressed any facts.

Encl: As above

Place:
Date:

Signature of Authorized Signatory of Bidder
Name:
Designation:
Seal:
Email ID:
Mobile No:

ANNEXURE – III
UNDERTAKING
(Not Debarred/Black listed)

To,
Secretary,
Gujarat Electricity Regulatory Commission,
6th Floor, GIFT ONE,
Road 5C, Zone 5, GIFT City,
Gandhinagar – 382050,
Gujarat, India.

Dear Sir,

I/We,, the
BIDDER of
M/s.....
.....

.....hereby
declare that this firm/agency/company/enterprise/ establishment has not been blacklisted or
debarred in the past by any Central/State Government/PSUs/Nationalized Banks/Reputed
Organizations from taking part in tenders due to “poor performance” or “corrupt and
fraudulent practices”.

I/We hereby undertake that the information furnished above and elsewhere in the tender is true
to the best of my/our knowledge and that I/We have not suppressed any facts.

In case the above information is found false/incorrect at any times during the bidding or contract
period, the same shall be dealt as ‘fraudulent practices and action shall be initiated against me/us
as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices, and
the bid/contract will be rejected/cancelled/terminated by GERC with immediate effect without
any notice period.

Place:
Date:

Signature of Authorized Signatory of Bidder
Name:
Designation:
Seal:
Email ID:
Mobile No

ANNEXURE – IV
PROOF FOR OWNERSHIP OF VEHICLES WITH SERVICE PROVIDER

TO WHOMSOEVER IT MAY CONCERN

Name of Bidder	
Address	
Contact Number	
Years of Experience in the field as on date of bidding	
Total No. of Vehicles (Cars) Owned/ in possession of the Bidder for business purposes as on date of bidding	

Table 1: Details of Minimum 10 Vehicles				
S. No.	Vehicles (Cars) Make and Model	Registration Number	Manufacturing Year	Year of purchase
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Self-attested copies of registration (RC Book) of above vehicles must be enclosed in single file.

Place:

Date:

Signature of Authorized Signatory of Bidder

Name:

Designation:

Seal:

Email ID:

Mobile No:

ANNEXURE – VI
SELF-DECLARATION BY BIDDER FOR COMPLIANCE AS PER RULE 144(XI) OF GFR 2017

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. dated
2) Bid for Tax/Cab Service

Restrictions on procurement from Bidders from a country or countries, or class of countries under Rule 144(xi) of the General Financial Rules 2017.

We have read the clause regarding restrictions on procurement from Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority and solemnly certify that we are not from such a country or, if from such country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."*

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any further changes to the above details. We understand that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

Signature
Name:
Position:
Address:
Tel:
Fax:

Bidder's stamp

ANNEXURE - VII
PRICE BREAKUP

Sr.No.	Vehicle Type	No of Vehicles	Monthly Rental Price per Vehicle (excluding taxes): (in Rs.)	Monthly rental price of total no of Vehicles
A	B	C	D	E=C*D
1.	AC- Sedan Car	8		

Monthly rental price of total no of Vehicles In words:

Quote in Rs.

Fuel Type | Rate for Extra Kilometres:

Fuel Type	Rate per Km for extra kilometers	Rate per Km for extra Hours
Diesel	As per SLA	As per SLA
Petrol	As per SLA	As per SLA
Electric	As per SLA	As per SLA
CNG	As per SLA	As per SLA

This rate for extra hours will not be deciding factor for lowest bidder.

Bidder Signature		
Name of the signatory & Title	Name	Title
Bidder's Official seal		
Place & Date	Place	DD-MM-YYYY

Price Breakup				
Sr. No.	Vehicle Type	No. of Vehicles	Monthly Rental Price Per Vehicle (excluding taxes) (in Rs.)	Monthly rental price of total No. of vehicles
A	B	C	D	$E=C*D$
1	AC-Sedan Car	8		

Monthly rental Price of total No. of Vehicles in words	
Quote in Rs.	

Service Level Agreement for Monthly Basis Cab & Taxi Hiring Services

1 Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Cab & Taxi Hiring Service provider. The purpose of this agreement is to facilitate implementation of Monthly Cab & Taxi Hiring Service 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 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 supersedes GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

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
- 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
1. 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 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
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/ penalties 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 Services

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.

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

Type of Car	Definition	Examples
Hatchback	This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.	<ol style="list-style-type: none"> 1. Maruti Suzuki WagonR 2. Maruti Suzuki Celerio 3. Maruti Suzuki Swift 4. Hyundai i10 5. Hyundai i20 6. Tata Tiago 7. Datsun Go 8. Tata Bolt 9. Hyundai Santro 10. Tata Indigo

Sedan	This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	<ol style="list-style-type: none"> 1. Honda Amaze 2. Maruti Suzuki Dzire 3. Tata Tigor 4. Hyundai Xcent 5. Ford Aspire 6. Volkswagen Ameo 7. Tata Zest 8. Nissan Sunny 9. Toyota Etios 1. Maruti Suzuki Ciaz
Premium Sedan	This segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually a length between 4000 to 4600 mm.	<ol style="list-style-type: none"> 2. Honda City 3. Volkswagen Vento 4. Toyota Corolla 5. Hyundai Verna 6. Skoda Rapid 1. Maruti Suzuki Ertiga 2. Maruti Suzuki Vitara Brezza 3. Mahindra Scorpio
SUV	This segment includes passenger vehicles which combine elements of road-going passenger cars with features from off-road vehicles, such as raised ground clearance and four-wheel drive and length between 3995 to 4500 mm.	<ol style="list-style-type: none"> 4. Maruti Suzuki XL6 5. Ford Ecosport 6. Hyundai Creta 7. Renault Duster 8. Mahindra TUV300 9. Mahindra XUV300 10. Mahindra XUV 500 1. Mahindra Bolero Camper
MUV	This segment includes vehicles for transport of passenger and material with a seating capacity of 3 besides driver with an open loading capacity in the back for 1 to 1.25 MT	<ol style="list-style-type: none"> 2. Tata Xenon 3. Mahindra Imperio 4. Isuzu Dimax 1. Toyota Innova
Premium SUV/MUV	This segment includes SUV/MUVs intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular SUVs and length between 4300 to 4800 mm.	<ol style="list-style-type: none"> 2. Toyota Innova Crysta 3. Toyota Fortuner 4. Ford Endeavour 5. Jeep Compass 6. Tata Hexa 7. Tata Harrier
Luxury Sedan	This segment includes passenger vehicles with luxury design in a three-box configuration, intended to provide top level of comfort and highest perception of quality and length between 4500 to 5200 mm.	<ol style="list-style-type: none"> 8. Honda CR-V 1. Toyota Camry 2. Honda Accord 3. Mercedes Benz E Class 4. BMW 3 Series 5. Audi A4 6. Volvo S 90

Luxury SUV/MUV

This segment includes SUV/ MUVs with luxury design, intended to provide top level of comfort and highest perception of quality and usually length between 4600 to 5300 mm.

7. Jaguar XE
8. Lexus ES
9. Skoda Superb
10. Skoda Octavia
1. Mercedes Benz GLC
2. BMW X3
3. Audi Q5
4. Jeep Grand Cherokee
5. Land Rover Discovery Sport
6. Jaguar F Pace
7. Volvo XC 60
8. Mitsubishi Montero

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.

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 provide one driver per vehicle at all times as per the requirement, while complying with the Labour Laws.

Usage Variants: Buyers of this service can select from a range of usage variants (bundled km/hour package) depending on their requirements, which are listed below:

- 1200 km x 208 hours
- 1500 km x 260 hours
- 1500 km x 320 hours
- 2000 km x 320 hours
- 2500 km x 320 hours
- 3000 Km x 364 hours

In case the buyer enters its custom variant, the service provider shall provide the service as per these requirements.

Contract Duration: While in the marketplace, the buyer can only select a maximum contract duration of 1 year, the contract duration can be extended up to 4 years at the bid stage.

Year of Vehicle Model: The buyer can also select the year of vehicle model required to guarantee quality of the vehicle provided. The buyer can choose from models of 2020, 2019 and 2018. However, if the buyer requires an ex-showroom model or models older than 2018, they can enter custom requirement.

KM travelled: The buyer shall also specify the range of km travelled for the vehicle so as to guarantee quality. The buyer may choose from ranges starting from 0 km up to 1 lakh km run by the vehicle.

The provider of such services shall quote a monthly vehicle hiring cost depending on the usage variants, type of vehicle, location, and other parameters selected by the buyer.

Add ons

1. **Outstation Night charges:** For outstation travel, additional night charges shall apply. The service provider shall provide the outstation charges per night. The billing will be done on actual outstation nights availed during the contract period.
2. During the contract period, the Buyer may increase or decrease the quantity of vehicles and contract period upto 25% and also increase package running mileage and duty hours to the extent of 40% of the values specified in contract for these parameter in such a manner that in no case the contract cost will increase or decrease by 25% of original contract cost. The payment for extra mileage and extra duty hours will be done on pro-rata basis calculated 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 0.3 in case of normal service and 0.2 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

Buyer mentioning extra Kms/Hour rates in bid will supersede this clause.

4.1 Service Details and Standards

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

- All vehicles should be in excellent working condition (both internally and externally) at all times. The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odor and any personal belongings of the driver.

1. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
2. 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.
3. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.

- 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.
- 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 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.
- 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 responsible and liable to deliver the services as per the contract.
 2. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
- 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.
1. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
 2. 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.
 3. 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 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.
 - 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.

4.4 Limitations of Service Delivery (if any)

1. Hiring for this service would mean hiring for monthly basis for both local and outstation travel. The service for the selected month will deemed to have completed once the buyer has utilized the monthly usage variant and the additional km and hours within variation of 25% of contract value.

5 Service Provider's Obligation

1. Service Provider shall ensure he 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.
- 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.
1. 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.
 2. 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.
 3. 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.
- The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer.
 - 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.

1. 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 will not be liable in any manner.
 2. 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.
 3. 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.
- 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.
 - The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
 - 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.

6 Buyer's Obligations

1. The location for reporting shall be provided by the buyer to the service provider.
 2. The toll charges, parking fee or entry taxes payable locally or outstation shall be reimbursed by the Buyer to the Service Provider on actual basis as paid by the service provider.
- In the event that the vehicles run more than the estimated number of kms as mentioned in the order details, the charges for additional km travelled will be paid on pro-rata basis as per the formula given above.
1. 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.
 2. The Buyer/ passenger 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.
 3. 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.
 4. Price Variation Clause:
"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

7 Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

7.1 Logbook

1. The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger. 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 service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the buyer. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.
 2. The service provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.
- Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to take action on logbook entries updated by service provider shall be deemed as accepted.

1. 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 will 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.
2. The Service Provider shall maintain a compliant register in the vehicles for the complaints by the passenger travelling in the vehicle.

8 Penalties and Fine

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

#	Nature of Default	Default Details	Penalties			Remarks
			1st instance	2 nd instance	3 rd instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Penalty of 3% of particular monthly vehicle hiring cost	Penalty of 5% of particular monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
4	Breakdown of vehicle during trip (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 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
5	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 penalty of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
6	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Penalty of 1% of monthly vehicle hiring cost	Penalty of 2% of monthly vehicle hiring cost	After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance.
7	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
8	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	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance.

9 Payment Terms

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

Some notable points under payment terms are-

9.1 Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider.

- The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.

1. Nonetheless, any charges borne by the Service Provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.

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.
- Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

10 Amendment of Contract

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

1. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
2. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
- *Variation of the Contract as per both parties' consent:* Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. The variation in the contract can be through the following, however, the variation put together shall not reduce or exceed 25% of contract value:
 1. Increase or decrease in the quantity of vehicles
 2. Increase or decrease in duration of contract
 3. Increase in the quantity of vehicles for hiring on a daily basis: The service provider shall also provide cabs on a daily hire basis, as per the requirement of the buyer. For the purpose of calculation, the daily basis usage variant shall be computed dividing the selected monthly usage variant by 30. Similarly, the charges for daily basis hire shall also pro-rated by dividing the monthly hiring cost quoted by the buyer by 30. However, the overall value of the contract through availing of daily basis car hiring shall not go beyond 25% of the contract value.
 4. Increase or decrease in additional kms and hours up to 40% of the selected usage variant. In case, additional km and hours is not selected while creating the bid, then variation may only take place through either increase in the number of vehicles or increase in duration in daily hire on pro-rated basis.

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.

Calculation Formula for the Service

$$\text{Stotal} = \$\text{quantity} * \$\text{cost} * \$\text{duration_in_months}$$

\$quantity = Number of Vehicle(s)

\$cost = Monthly Base Fare (Per package) inclusive of GST

\$duration_in_months = Duration in Months

Director (Adm & Accs)
Gujarat Electricity Regulatory Commission

Place: Gandhinagar

Date: 16/12/2024