

### Organisation Details

Type: Central Government  
Ministry: Ministry of Culture  
Department: NA  
Organisation Name: N/A  
Office Zone: Delhi

### Buyer Details

GEM Unique ID: GEM/2019/mdehuri.rgi@nic.in  
Name: Manoj Dehury  
Designation: UNDER SECRETARY  
Contact No.: -  
Email ID: mdehuri.rgi@nic.in  
GSTIN: N  
Address: Room No.330, C Wing, Shastri Bhawan,  
NEW DELHI, DELHI-110001, India

### Financial Approval Detail

IFD Occurrence : Yes  
Designation of Administrative Approval : AS (C)  
Designation of Financial Approval : AS & FA

### Service Provider Details

GEM Unique ID: GEM/2019/mukhijatours@yahoo.com  
Company Name: MUKHIJA TRAVELS  
Email ID: mukhijatours@yahoo.com  
Address: NEW DELHI, DELHI-110063, -

### Service Details

Contract Start Date : 01-Feb-2019 00:00:00

Contract End Date : 01-Feb-2020 00:00:00

Service	Quantity	Rate Sheet		Estimated Amount
<b>1 - Sedan Hiring Service</b> Billing Cycle : monthly Category Name : Vehicle Hiring Service - Sedan District : Package : Monthly Normal Usage Extra KMs : 0 Vehicle Category : AC Vehicle Brand : Swift Dzire Extra Hrs : 0 Zipcode : Add-ons : - Not Applicable	6	Package Fare	34300.000	2,469,600
Total Estimated Amount Including All Duties and Taxes in INR				2,469,600

### SLA Details - Sedan Hiring Service

## Introduction

The department intends to hire car services as per defined scope of work in this document. The services can be hired for following durations -

- Regular hiring for a month or more than a month

## Scope

Service provider shall render the services under the scope defined in this section. Accordingly, transport services on hiring basis are required on the following basis:

Monthly Basis (Low Usage)	Monthly Mileage 1500 kms and Monthly Duty Hours 300 hours.
Monthly Basis (Moderate Usage)	Monthly Mileage 2000 kms and Monthly Duty Hours 300 hours.
Monthly Basis (Normal Usage)	Monthly Mileage 2400 kms and Monthly Duty Hours 300 hours.
Monthly Basis (High Usage)	Monthly Mileage 3000 kms and Monthly Duty Hours 375 hours.

## Buyer Obligations

1. Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
2. Buyer shall either accept or reject the log book entries within a maximum of 7 days after updated by service provider. Failure to take action on log book entries updated by service provider shall result in auto acceptance of entries provided by service provider.

## Service provider Obligations

1. Service provider agrees to provide quality services as per SLAs mentioned in the contract.
2. Service provider shall ensure that assigned vehicle and driver report as per schedule provided by user department / individual user. In an event of delay in arrival beyond 15 minutes, user shall have right to hire other taxi services (which may or may not be of similar hired car category). The fare charges shall be charged to service provider.
3. Service provider agrees to terms and conditions of the contract and shall ensure full compliance to them.
4. Service provider to ensure that all maintenance works related to assigned vehicle shall be carried out in off duty hours.
5. Service provider to ensure that vehicle deployed shall arrive at designated location on time and with full tank of fuel.
6. 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 or higher class of vehicle(s) for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.
7. The Service Provider shall not be allowed to sub-let the Contract. The Service Provider can act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be responsible to the Buyer for the Contract being signed.
8. The Service Provider shall only provide vehicles which have the comprehensive insurance.
9. Police verifications for deployed staff shall be ensured by service provider.
10. Service provider shall update the log book on GeM portal at least once in every 7 days. Failure to do so shall be penalized as per this contract.
11. All attempts shall be made to provide quality services.

## Service Specific Terms and Conditions

### Hiring of Transport Services on Monthly/Yearly basis

Service provider selected as L1 by buyers shall accept the order immediately as per following schedule -

- Within 2 days for booking periods of monthly or more

Service provider understands that rates quoted by them are all inclusive rates encompassing all consumables, taxes and any other charges required to render services.

Buyer reserves the right to Increase/Decrease quantity up to 20% of the Ordered quantity at the same rate and terms and conditions. In case of monthly hiring order, the per day hiring may also be done under this clause and payment will be made on pro rata basis on the contracted rate and terms and conditions of contract.

## Vehicle

1. The vehicle should be registered as a commercial vehicle in same state as the service is requested in.
2. Deployed vehicle shall have properly cleaned interiors and exteriors. Suitable air freshener and if required air purifier shall be installed within vehicle.
3. The vehicle should not be older than 2 years from date of this service request.
4. The vehicle(s) provided by the service provider shall have valid Registration Certificate, full comprehensive insurance to cover third party and occupants, fitness certificate, PUC, permit etc. and any other relevant permits/licenses essentially required by the RTO and any other statutory bodies for commercial operations, and must be revalidated before the expiry of the due date during the tenure of the contract period.
5. 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.
6. All vehicles shall be equipped with an emergency medical kit and a fire extinguisher.



7. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning (if requested as an add on) and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to user departments.

## Driver / Staff Deployed

The service provider shall be responsible for the acts and deeds of drivers of the vehicles including following -

1. The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty.
  2. The drivers/staff of the vehicles deployed for user department duties maintain polite & courteous behavior towards department users as well as to other departmental staff. Following may be construed as "Misbehavior" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.
    1. Denial of duty during standard business hours of 8 am to 8 pm, or business hours as notified by user departments
    2. Use of abusive language
- Driver must be provided a working mobile phone and contact number be provided to user department.
  - In an event that for any reasons the driver changes his contact number during the tenure of the contract then service provider will immediately notify the user department of the above change.
  - The driver shall be reachable at all times during duty hours.
  - Only drivers that possess a valid commercial driving license shall be deployed by service provider.
  - Driver should be properly dressed in a neat and clean attire.
  - The driver shall not report for duty in an inebriated state. In such an event user department shall have full rights to terminate the contract with immediate effect.
  - Any complaint from the users/staff of the user department with respect to their behaviour/ uniform will be viewed seriously and it will be brought to the notice of the service provider, who shall take suitable action.

## Statutory Law & Regulations

1. 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/certificates etc.
2. The service provider shall take comprehensive insurance cover 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 service provider's vehicle.
3. 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.
4. 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 or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner what-so-ever. 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.
5. 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.
6. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.
7. 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 of similar or higher category will be provided by Service provider without any extra charges.
8. 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 speeding, rash driving, and driving vehicle without brakes/defective brakes.
9. 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.
10. 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.



11. At the option of the Govt. user Service provider shall provide vehicle tracking system and will submit of journey including pickup time and drop time along with mileage. The mileage count will start from the pickup and no extra kilometres from the garage to the pickup point will be provided.
12. 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 within 10 days from the date of receipt of bills with supporting documents, complete in all respect. The service provider shall have to intimate the bank account number, and other details of the bank to enable the user department to make 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.

## Taxes During Journey

1. Toll Tax, Octroi, Parking Charges and other statutory levies, if any, paid during the journey would be billed on actuals.

## Termination of Services for Convenience

Either parties, Buyer or Service Provider, may with their mutual consent can end this contract after providing 2 months prior notice to other party.

Termination of services for convenience of either parties 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.

## Payments Terms

1. The payments shall be made to vendor within 15 days of receipt of RA bill.
2. The payments shall be made after deduction of relevant penalties, if any.
3. The service provider understands that the rate quoted by him / her are inclusive of -
  1. Fuel costs
  2. Night charges, in case of night services
  3. GST
  4. Service charges

## Payments of Extra Kms / hours

1. A variation up to 20% of in distance and hours shall be permitted for each package. Service provider shall provide services at same quoted rate for additional 20%.
2. The additional 20% kilometers or hours shall be provided in a slab of 10% each.
3. Service provider shall be paid additional 10% of the base package quote for distance or time beyond base package and upto 10% of base package
4. Service provider shall be paid additional 10% of base package quote for distance or time beyond 110% of base package and less than 120% of base package.
5. As soon as actual distance or time for any package 120% of the standard package bought on GeM, the service contract shall be treated as complete.
6. At this point service provider shall end the services for that particular package.
7. In order to further avail taxi services buyer would be required to purchase another package on GeM.
8. **All distances shall be calculated from the reporting point. No payment shall be made for journey from garage to reporting point.**

Case - For example buyer purchases 1 month taxi services package with following details -

Sl. No	Items	Base Package	110% of base package	120% of base package
1	Distance (KM)	2400	2640	2880
2	Time (Hours)	300	330	360
3	Validity	30 days	30 days	30 days
4	Rate Quoted (for monthly base package)	Rs 30,000	1.1 * 30,000 = 33000	1.2 * 30,000 = 36,000

Buyer can avail a maximum of 2880 Kms or 360 hours in a month from date of start of service.



Record  
location  
month  
with  
will

201 52

- 30,000; for distance travelled <= 2400 Km (or) time <= 300 hours
- 1.1 \* 30,000 = 33000; for distance travelled > 2400 Km, <= 2640 Km  
Or time >300 hours, <= 330 hours
- 1.2 \* 30,000 = 36,000; for distance travelled > 2640 Km, <= 2880 Or time >330 hours, <= 360hours

# Service Level Agreements

The service provider shall be required to meet following service level agreements (SLAs) while providing services to user departments. Breach of any of these SLAs will result in monetary penalties on service provider and repeated breach SLAs may result in termination of contract.

A logbook of each of the instances of violations of contractual obligations including SLAs by the vendor as mentioned here inshall be maintained online. Every violation shall attract penalty as mentioned in the following section.

Before imposing a penalty, the user department will provide 3 days prior notice to the vendor to make his/her 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.

# 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. **Breach of contractual obligations:** The following incidents will be considered as the breach of contract and will result in immediate termination of services.
  - 1. Invalid registration papers of vehicles deployed
  - 2. Operating vehicles without or expired comprehensive insurance coverage with unlimited liability of risk
  - 3. Tampering with odometer
  - 4. Any attempt to forge service related documentation
- **Breach of SLAs:**Breach of SLAs shall result in penalties as per provisions of contact.Breach of SLA shall be defined as - if performance levels go below defined "lower performance" levels as specified in SLAs
- **Events of default** -Following events may result in termination of services. The decision of buyer in this regard would be deemed final and binding.
  - 1. Cumulative penalties rise to 10% of the contract value
  - 2. Repeating breach of any SLA beyond 3 instances may result in termination. Buyer may choose to terminate services at his discretion once SLAs have been breached beyond 3 instances.

Sl.No	ServiceLevel Agreement	Base Line	Lower Performance	Penalties for breach		
				1 Instance	2 Instance	3 Instance
1	Update log sheet	Weekly	Once in 10 days	5%of billed value of respective vehicle	7.5% of billed value of respective vehicle	10%of billed value of respective vehicle
2	Delay in arrival or driver not contactable	on time / zero instances	15mins / zero instances	5%of billed value of respective vehicle	7.5% of Billed value of respective vehicle	10%of Billed value of respective vehicle
3	Misbehavior with users or department staff	zero instances	zero instances	5%of billed value of respective vehicle	7.5% of billed value of respective vehicle	10%of billed value of respective vehicle;

5				202	Driver to be replaced immediately	
4	Vehicle breakdown midway trip including AC	zero instances	1 per month	2.5% of billed value of respective vehicle	5% of the billed value of respective vehicle	10% of the billed value of the respective vehicle
5	Driver in an intoxicated	zero instances	zero instances	5% of billed value of respective vehicle  driver to be changed immediately	7.5% of billed value of the respective vehicle;  Driver to be replaced immediately  The contract may be terminated	10% of billed value of the respective vehicle;  contract terminated

#### Consignee Detail

S.No	Consignee Name	Service Procured	Service Details including Add On	Quantity
1	Manoj Dehury 9821407713 mdehuri.rgi@nic.in Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India	Sedan Hiring Service	Number of packages in Contract Period : 12	6

#### Terms and Conditions

##### 1. General terms and conditions

**1.1** This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

**1.2 Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

**1.3 Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

**1.4 Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

**1.5 Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

**1.6 Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

**1.7 Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

**1.8 Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.



Contract terms  
Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer is entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

Contract value  
Contractive

#### 10 Financial Certificate:

- 10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.
- 10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.
- 10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

## 2. Additional Terms and conditions

**2.1 Scope of Service (Bid price to include all cost components) :** Scope of Work and Service along with obligations mentioned in the Service Level Agreement of the Service

**2.2 Purchase preference will be given to :** (if L-1 is not from selected category and Service Provider (s) from selected category has/have quoted price within L-1+ ----( to be specified) % of margin of purchase preference /price band defined in relevant policy, such Service Provider shall be given opportunity to match L-1 price and award contract for percentage of total value as defined/ decided in relevant policy) Local Supplier as defined in Public Procurement (Preference to Make in India), Order 2017 and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/ Products.

**2.3 Execution of Service (Log Sheet) :** The Service Provider will create Logs for each Service rendered. Before generation of the Bill, Logs will be verified by Buyer / Consignee. Some Miscellaneous detections if any arise during the execution of the Service and also meeting the requirement of the Contract.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

No. F.17-18/2018-GA  
Government of India  
Ministry of Culture  
G.A. Section

55/204

Shastri Bhawan, New Delhi  
Dated the 14<sup>th</sup> February, 2019

To

M/s. R. K. Motors,  
Shop No. 359, 3<sup>rd</sup> Floor,  
Aggarwal Shopping Center,  
CD Block, Pitampura,  
Delhi-110088.

Subject:- Hiring of five Premium Sedan vehicles/cars for official use of entitled officers in the Ministry of Culture- regarding.

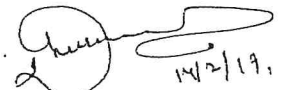
I am directed to refer to your willingness dated 31.01.2019 on the subject mentioned above and to say that the competent authority in the Ministry of Culture has decided to award the annual contract for hiring of five Premium Sedan vehicles for entitled officers in the Ministry for a period of one year w.e.f. 1<sup>st</sup> February, 2019 as per approved rate indicated below:-

Sl.No.	Rate for Premium Sedan Vehicle	L-1 Rate (in Rs.)
1.	Annual Rate	23,82,000/- (Monthly Rs. 39,700/- only)

2. The payment will be released on monthly basis subject to submission of invoice along with log book. Payment for extra hours and extra kilometers will be paid as per norms given in GeM. The other terms and conditions for hiring of the vehicles will be same as given in GeM.

3. The issues with the concurrence of IFD vide their diary No. 37761 dated 31.01.2019.

Yours faithfully

  
(D. M. Khare)

Under Secretary to the Govt. of India

Copy to:-

- ✓ 1. Pay and Accounts Office, Ministry of Culture
2. Drawing and Disbursing Officer, Ministry of Culture.
3. Cash Section, Ministry of Culture
4. IFD, Ministry of culture.



No. F.17-18/2018-GA  
Government of India  
Ministry of Culture  
General Administration Section  
\*\*\*\*\*

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Shastri Bhawan, New Delhi,  
Dated the 30<sup>th</sup> January, 2020.

To

M/s Mukhija Travels,  
811-A, Pocket-II,  
Paschim Puri,  
New Delhi - 110063.

Subject:- Extension of contract of the firm M/s Mukhija Travels, 811-A, Pocket-II, Paschim Puri, New Delhi for providing of private vehicles/cars/taxis (Sedan Category) for official use in the Ministry of Culture - regarding.

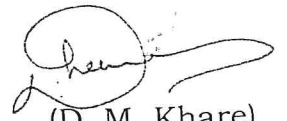
Sir,

I am directed to convey the approval of the Competent Authority in the Ministry of Culture to extend the services for providing of Sedan Category private vehicles/cars/taxis for official use in the Ministry by the firm namely M/s. Mukhija Travels, 811-A, Pocket-II, Paschim Puri, New Delhi on monthly basis w.e.f. **01.02.2020 to 31.03.2020** for two months on same terms & conditions.

2. This issues with the approval of the competent authority in the Ministry.

Yours faithfully,

O/c

  
(D. M. Khare)

Under Secretary to the Govt. of India

**Copy to :-**

1. Pay and Accounts Office, Ministry of Culture, NAI Annexe, New Delhi.
2. Drawing and Disbursing Officer, Ministry of Culture.
3. Cash Section, Ministry of Culture.
4. IFD, Ministry of Culture.

No. F.17-18/2018-GA  
Government of India  
Ministry of Culture  
General Administration Section  
\*\*\*\*\*

206

Shastri Bhawan, New Delhi,  
Dated the 30<sup>th</sup> January, 2020.

To

M/s R. K. Motors,  
Shop No. 359, 3<sup>rd</sup> Floor,  
Aggarwal Shopping Center,  
CD Block, Pitampura,  
Delhi - 110088.

Subject:- Extension of contract of the firm M/s R. K. Motors, Shop No. 359, 3<sup>rd</sup> Floor, Aggarwal Shopping Center, CD Block, Pitampura, Delhi for providing of private vehicles/cars/taxis (Premium Sedan Category) for official use in the Ministry of Culture - regarding.

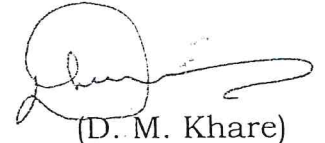
Sir,

I am directed to convey the approval of the Competent Authority in the Ministry of Culture to extend the services for providing of Premium Sedan Category private vehicles/cars/taxis for official use in the Ministry by the firm namely M/s. R. K. Motors, Pitampura, Delhi on monthly basis w.e.f. **01.02.2020 to 31.03.2020** for two months on same terms & conditions.

2. This issues with the approval of the competent authority in the Ministry.

Yours faithfully,

o/p



(D. M. Khare)

Under Secretary to the Govt. of India

Copy to :-

1. Pay and Accounts Office, Ministry of Culture, NAI Annexe, New Delhi.
2. Drawing and Disbursing Officer, Ministry of Culture.
3. Cash Section, Ministry of Culture.
4. IFD, Ministry of Culture.