

Service Level Agreement for Vehicle Hiring Services - Vehicle-Day Basis

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 Vehicle Hiring Services - Vehicle-Day Basis from the buyer’s premises or any other premises designated by buyer. This Agreement outlines the scope of work, buyer’s obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement shall remain valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

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

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

The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service Specific STC which shall supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the contract document shall be construed to be part of the Contract between Buyer and Service Provider.

2 OBJECTIVES AND GOALS

The objective of this Agreement is to record and ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this agreement are to:

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

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

3 PARTIES TO THE AGREEMENT

The main stakeholders associated with this agreement are below-

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

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

4 SCOPE OF SERVICES

Vehicle Hiring Services- Vehicle – Day basis.

The scope of this Agreement is to hire vehicle on day basis , which includes hiring of vehicles (including driver and fuel requirements) for defined vehicle-days 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
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"> 1. Maruti Suzuki Ciaz 2. Honda City 3. Volkswagen Vento 4. Toyota Corolla 5. Hyundai Verna

		6. Skoda Rapid
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.	1. Maruti Suzuki Ertiga
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	2. Maruti Suzuki VitaraBrezza
Premium SUV	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.	3. Mahindra Scorpio
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.	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
		2. Tata Xenon
		3. Mahindra Imperio
		4. Isuzu Dmax
		1. Toyota Innova
		2. Toyota InnovaCrysta
		3. Toyota Fortuner
		4. Ford Endeavour
		5. Jeep Compass
		6. Tata Hexa
		7. Tata Harrier
		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
		7. Jaguar XE
		8. Lexus ES
		9. Skoda Superb

Luxury SUV

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.

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
1. Tata Nexon EV
 2. Hyundai Kona Electric
 3. Mahindra e20plus
 4. TATA XPRES T EV XM+

Electric Vehicles

This segment includes vehicles that are either partially or fully powered on electric power.

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 travel 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.

Type of Hiring: Buyers of this service can select any of the below mention option depending on their requirements, which are listed below:

Per Vehicle-Day Basis- The Buyer shall specify his requirement in terms of Vehicle-Days required during the contract period. One Vehicle-Day means use of one Vehicle for One day as per the Usage Variant selected by the Buyer as indicated in the bid/contract. The Service Provider shall quote rate on Per Vehicle-Day basis. The Buyer may call for multiple vehicles as per his requirement and will consume total Vehicle-Days within the contract period.

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:

Contract Duration: In the marketplace, the buyer can only select a maximum contract duration of one (1) year. In case buyer desires to have contract for more than one Year , then Buyer has to go for Bidding where It can select contract period up to four (4) Years.

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 Service Provider of such services shall quote hiring cost depending on the usage variants, type of vehicle, location, and other parameters selected by the Buyer.

4.1 Service Details and Standards

1. All vehicles provided shall have all the necessary permits/licenses/clearances including but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration

- certificate,etc. as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
2. All vehicles provided shall be fully air conditioned and shall be equipped with an emergency medical first aid kit, a fire extinguisher and Hand Sanitizer.
 3. All vehicles should be in excellent working condition (both internally and externally) at all the times. The Service Provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odor and any personal belongings of the driver.
 4. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
 5. The 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.
 6. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
 7. 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.
 8. The drivers of the vehicles deployed should maintain polite & courteous behavior towards the buyer/ passenger. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by Buyer/user, use of abusive language, theft, shall attract penalties as per provisions of the contract.

4.2 Defined Timelines

1. The Service Provider shall ensure that assigned vehicle and driver report within 24 Hours of confirmation of order or as mutually agreed with the Buyer.
2. Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
3. Delay in arrival beyond 30 minutes, shall attract penalties.

4.3 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be fully responsible and liable to deliver the services as per the contract.
2. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
3. The Buyer shall be entitled to use the vehicle within the scope of service specified under this Agreement/contract and at no time during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Buyer.
4. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the Buyer.
5. The drivers/ staff provided by the Service Provider shall not be deemed employees of the Buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws shall be the sole responsibility of the Service Provider.
6. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.
7. The Buyer shaill in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the Service Provider.
8. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the Service provider's risk and shall arrange alternate vehicle.

4.4 Limitations Of Service Delivery (If Any)

1. Hiring for this service would mean hiring of vehicle on "Vehicle-Day" basis for both local and outstation travel. The service for the contract period shall be deemed to have completed once the Buyer has utilized the total vehicle-days within variation of 25% of contract value.

5 SERVICE PROVIDER'S OBLIGATION

1. Service Provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
2. Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.
3. The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in off duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by Service Provider to avoid any inconvenience to the Buyer.
4. The Service Provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act. The Service Provider shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Buyer on actual basis as paid by the Service Provider.
5. The Service Provider must ensure that all the necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
6. The Service Provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the Buyer.
7. In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then Service Provider shall immediately notify the Buyer of the above change.
8. The Service Provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the Service Provider only and the Buyer shall not be liable for the same in any manner.
9. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
10. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the Service Provider.
11. In an event that Service Provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then Buyer shall have right to recover damages as per the provisions of the contract.
12. The Service Provider shall be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
13. The Service Provider shall deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The Service Provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

6 BUYER'S OBLIGATIONS

1. The location for reporting shall be provided by the Buyer to the Service Provider.
2. The toll charges, parking fee or entry taxes payable locally or outstation shall be reimbursed by the Buyer to the Service Provider on actual basis as paid by the Service Provider.

3. In the event of outstation travel, outstation night charges shall be paid to the Service Provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location.
4. The Buyer/ user must immediately report to the designated representative of the Service Provider any problems, complaints, incidents or accidents that occur during the trip, including any form of inappropriate behavior/ improper uniform by the driver.
5. 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.
6. Buyer may validate the registration from e-vahan portal for authenticity of the vehicle proposed by the service provider

7. 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 shall maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the Buyer/ passenger. Before each vehicle /car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, 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.
3. Once the Service Provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time line. 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.
4. The Service Provider can raise an issue against the rejection of any entry by the Buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

7.2 Service Performance And Feedback

1. The principal point of contact for the issues arising out of this Agreement shall be the Service Provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.
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	2nd instance	3rd instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 15% of daily vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided up to 2 hours	Warning	Penalty of 10% of daily vehicle hiring cost	Penalty of 15% of daily vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance.
3	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 15% of daily vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance.
4	Breakdown of vehicle during trip (replacement provided)	No replacement provided up to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance.
5	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Penalty of 5% of daily vehicle hiring cost	Penalty of 8% of daily vehicle hiring cost	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance.
6	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000	Penalty of Rs. 2000/-		After 2nd instance, the service provider will have to replace the driver

7	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-		After 1 st instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.
8	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/-

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.
3. The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.
4. Nonetheless, any charges borne by the Service Provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of 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.
3. 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

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

\$total = \$quantity*\$cost

\$quantity = Number of Vehicle-Day(s)

\$cost = Vehicle hiring cost (Per Vehicle-Day) inclusive of GST

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