

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687739108067

अनुबंध तिथि | Contract Generated Date : 18-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4392704](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : MAHANADI COALFIELDS LIMITED संगठन का नाम Organisation Name : MAHANADI COALFIELDS LIMITED कार्यालय क्षेत्र Office Zone : MAHANADI COALFIELDS LIMITED	पद Designation : Ajay Kumar Behera CM EnM संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : so-enm-ibva.mcl@nic.in जीएसटीआईएन GSTIN : 21AABCM5188P1Z3 पता Address : Office of the General Manager, Ib-Valley Area, MCL, Brajrajnagar, Dist: Jharsuguda, ODISHA-768216, Jharsuguda, ODISHA-768216, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Area General Manager, IB Valley Area वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Area Finance Manager, IB Valley Area	Role: PAO भुगतान का तरीका Payment Mode: Internet Banking पद Designation : Anmol Agrawal Dy Mgr FIN ईमेल आईडी Email ID : so-fin-ibva.mcl@nic.in जीएसटीआईएन GSTIN : 21AABCM5188P1Z3 पता Address : Office of the General Manager, Ib-Valley Area, MCL, Brajrajnagar, Dist: Jharsuguda, ODISHA-768216, Jharsuguda, ODISHA-768216, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : tapan.swain@nic.in जीएसटीआईएन GSTIN : - पता Address : Office of the General Manager, Ib-Valley Area, MCL, Brajrajnagar, Dist: Jharsuguda, ODISHA-768216, Jharsuguda, ODISHA-768216, India	Custom Bid for Services - Hiring of 02 nos EV for 03 years

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	FB21200001282596
कंपनी का नाम Company Name :	ASWINI KUMAR PANDEY
संपर्क नंबर Contact No. :	09040508949
ईमेल आईडी Email ID :	aswinipandey40@gmail.com
पता Address :	NEAR ORIENT HIGH SCHOOL, BUDHIJAM, ORIENT COLLIERY, BRAJRAJNAGAR, Jharsuguda, ODISHA-768233, -
एमएसएमई सत्यापित MSME verified :	Yes
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-OD-14-0000427
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	21ARDPP0142J1Z8

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण Service Details
सेवा प्रारंभ तिथि (नवीनतम) Service Start Date (latest by): 01-Mar-2024 सेवा समाप्ति तिथि Service End Date : 28-Feb-2027
श्रेणी नाम Category Name : Custom Bid for Services

बिलिंग चक्र Billing Cycle: monthly										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">विवरण Description</th> <th style="width: 30%;">The quantity of procurement "1" indicates Project based or Lumpsum based hiring.</th> <th style="width: 30%;">Lumpsum Cost of Service in totality</th> </tr> </thead> <tbody> <tr> <td>Description /Nomenclature of Service Proposed for procurement using custom bid functionality</td> <td>Hiring of 02 nos EV for 03 years</td> <td rowspan="3" style="text-align: center; vertical-align: middle;">1 3677112</td> </tr> <tr> <td>Regulatory/ Statutory Compliance of Service</td> <td>YES</td> </tr> <tr> <td>Compliance of Service to SOW, STC, SLA etc</td> <td>YES</td> </tr> </tbody> </table>	विवरण Description	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality	Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of 02 nos EV for 03 years	1 3677112	Regulatory/ Statutory Compliance of Service	YES	Compliance of Service to SOW, STC, SLA etc	YES
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Regulatory/ Statutory Compliance of Service	YES									
Compliance of Service to SOW, STC, SLA etc	YES									

कुल राशि (सूत्र) Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)	
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	3677112
कुल ऐडऑन मूल्य Total Addon Value(INR)	0

ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	3677112
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	3677112
एसएलए विवरण SLA Details	
<p>Preface : Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .</p> <p>The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service 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.</p> <p>Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :</p> <ol style="list-style-type: none"> 1. General Terms and Conditions for Goods and Services; 2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document , <p>The above terms and conditions are in reverse order of precedence .Service specific STC 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 document shall be construed to be part of the Contract between Buyer and Service Provider.</p> <p>Intended Objectives And Goals of SLA : The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:</p> <ol style="list-style-type: none"> 1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties 2. Present a clear, concise and measurable description of service 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 all the parties understand the consequences in case of termination of services due to any of the stated reasons 5. 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. <p>Parties To The Agreement</p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none"> 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 <p>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 would have read and understood the same before signing the SLA document.</p> <p>ADVISORY WITH RESPECT TO SCOPE OF SERVICE</p> <p>Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .</p> <p>For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :</p> <ul style="list-style-type: none"> ● "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described . ● Make sure that specifications are endorsed by key stakeholders . ● Identify mandatory and non-mandatory requirements in scope of work · It should clearly provide the outcomes expected from solution/service delivery . ● The scope of work should mention what the outcome is based upon – time or material? ● A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables . ● The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it. ● The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises . ● Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT" <p>Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.</p> <p>Price Variation Clause:</p> <p>"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."</p>	
अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार Additional Required Data/Document(s) : Buyer	
<ol style="list-style-type: none"> 1. Scope of Work : click here 2. Service Level Agreement (SLA) : click here 3. Payment Terms : click here 4. GEM Availability Report (GAR) : click here 	
अतिरिक्त डेटा/दस्तावेज़: विक्रेता Additional Data/Document(s) : Seller	
<ol style="list-style-type: none"> 1. Certificate (Requested in ATC) : click here 2. Compliance Documents In Respect Of Sow Etc : click here 	

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 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

2.2 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.3 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

2.4 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.5 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.6 Payment:

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

2.7 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

MCL, IB VALLEY AREA

payable at

BRAJRAJNAGAR

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

2.8 Forms of EMD and PBG:

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

2.9 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

MCL, IB VALLEY AREA

payable at

BRAJRAJNAGAR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2.10 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

MCL, IB VALLEY AREA

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

2.11 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Description of work	Bid Estimated value (In Rs.) (Total Value including GST, CMPF and C MPS and Electricity for charging)	Period of Completion (In Days)
Hiring of two (02) nos. AC running electric vehicle(EV) (Tata Express-T or equivalent) having seating capacity 4+1 or above on 12 hours duty basis with deployment of one no. of driver (having Staggered rest), max run 2500 km/month for 03 years (1023 working days) for G.M Unit, IB Valley Area.	Rs.45,67,284.00	03 years (341 working days per year)

1. The Vehicle will normally be engaged for 12/ ~~24 (non-shift duty)~~/24 (shift duty) hours a day with engagement of 01(with staggered rest)/ ~~02 (with staggered rest)~~/03 drivers respectively. Manpower that are to be deployed for the work should have undergone Basic training Under Vocational training Rule, 1966.

2. The first date of registration of the vehicle(s) accepted in this tender: on or after Dt.25.04.2021.

3. The vehicle should give minimum 28/29 days service in any calendar month except in the month of February and minimum 26/27 days in February i.e. the vehicle(s) will be spared by the using authority on alternate Sundays in every month for servicing, repair & maintenance by the contractor, subject to permission by the controlling officer if required.

4. Mileage/ average of KM/Liter applicable for required type of vehicle is : N.A.

5. ~~In case the no. of vehicle is more than 5 then service provider's has to submit undertaking at the time of bid submission that he should open his establishment at the Locality where vehicles are to be deployed.(To be deleted if not applicable);~~

6. The bidder should either own or have a hiring agreement with the owner(s) of vehicle(s) which is/are offered to be engaged. The vehicle(s) should be registered under commercial category. After generation of Contract document in GeM Portal, the bidder will have to submit all statutory documents e.g Taxi registration, RC book, Hiring agreement (if applicable), Fitness Certificate, pollution certificate, Road tax clearance, Latest First Party Insurance (comprehensive policy) paid up to date, valid driving license of the assigned driver, as required under Motor vehicle Act, and other Govt. Acts/ registration for the deployed vehicle along with Pre Contract Integrity Pact as per Annexure-I of ATC (if applicable).After submission of Performance Security amount by the bidder within 15 days of award of contract (as per GTC of GeM) and upon verification from the issuing bank, Work Order will be issued.

Note: Hiring agreement should contain the GeM Contract No. & date.

7. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in MCL.

8. After award of contract, Successful Bidder can upload scanned copy of the DD/FDR/PBG in place of PBG and has to ensure delivery of hard copy to the original DD/FDR/PBG to the Buyer within 15 days of award of contract. In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security / earnest money. Additionally, the company shall debar such defaulting contractor from participating in future tenders of MCL for a minimum period of one year from the date of issue of such letter.

9. If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit or fail to execute the work satisfactorily, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 day's notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money, deposited by him and to rescind the Contract document generated on GeM/Work Order and also to debar the contractor to take part in the future re-tender. The Company may debar such defaulting Contractors from participating in future Tenders for a minimum period of 1 (One) year in MCL.

10. It will be the responsibility of the contractor to maintain all statutory documents e.g Taxi registration, RC book, Fitness Certificate, Road tax clearance, Latest First Party Insurance (comprehensive policy) paid up to date. Goods and Services Tax Registration (if required), valid driving license of the assigned driver, as required under Motor vehicle Act and other Govt. Acts/ registration.

11. The interior of the vehicle should be maintained in clean and hygienic condition.

12. For the daily routine service, the vehicle should not be withdrawn without prior intimation. In case the vehicle remains out of the road due to any break down, the contractor shall have to arrange a standby vehicle of same class in good working condition as replacement.

13. If the hired vehicle remains under breakdown for more than 10 days in a month and at a suitable replacement is not given, the contract will be terminated and the security money deposited with the Management will be forfeited.

14. The driver(s) of the vehicle, employed by the contractor should have valid driving license. He/They should be well behaved. He/They should be in clean and well dressed. He/They should not be connected with any unsocial activities. He/They should be free from alcohol drinking habit. The contractor of the vehicle will be held responsible for the conduct and behaviour of driver(s). If behaviour of driver(s) is not satisfactory, he/they should be replaced within 48 hours with a good driver.

15. Temporary Permit/Toll Tax /Parking Charges, if any, within the station / out-station / other States, when the vehicle runs for official work, will be reimbursed by the Company subject to the production of documentary evidence, duly signed by the controlling officer.

16. The Bank payment statement, wage sheet and EPF/CMPF & CMPS deduction/deposit has to be submitted (Hard copy) at the time of Bill processing every month. Based on that Labour Payment Certificate (LPC) will be issued by MCL.

17. All the contractor workers shall be covered with the Aadhaar Enabled Biometric Attendance System (AEBAS) for the payment of wages.

18. The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of Coal India Limited within 30 days after work order and will have to enter and update periodically the following details in the portal:

- Work Order details
- Contractor workers details and Wages payment details in respect of each Work Order.

19. The work shall be commenced as per the date mentioned in the work order.

20. In case of any accident of the vehicle or to the driver, MCL will not be held responsible or liable for any payment of compensation to the contractor or to his driver.

21. The MCL undertakes no liability if the vehicle is damaged, set on fire etc. by any mob or by any person or by accident during the engagement/hire in progress.

22. If the vehicle is seized by the authority under law or for election duty, MCL will not be liable for the same & no payment of whatsoever nature will be demanded for such event. In such condition the contractor will provide alternate vehicle for MCL without delay.

23. The vehicle movement register has to be maintained by the Service Provider & the same to be certified by the controlling officer on daily basis. If desired the same has to be produced to the Consignee/Controlling Officer of the Vehicle.

24. Controlling Officer: The Controlling of vehicle will be General Manager, IBVA or his authorized representative for this contract. Tentative place of deployment- Office of S.O (MM) and S.O(System), IB Valley area.

25. The controlling officer may be changed at any time of the contract period as per the instructions of the Competent Authority.
26. The Contractor and Driver of the vehicle will have to maintain phone connection and Mobile for easy access.
27. The contractor shall be responsible for availability of sufficient diesel in the tank of the vehicle and in no case driver of the vehicle should ask for money from the user for filling of diesel etc.
28. The contractor shall keep adequate number of vehicles for satisfactory execution of the work.
29. Vehicles in good and safe condition having valid fitness certificate permits/licenses etc. and in respect of which the required taxes/fees have been deposited and which are properly covered with 1st party insurance, shall be deployed for the work.
30. The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the vehicles and keep them in good and safe running conditions all the time.
31. Only experience, skilled and disciplined drivers of sound health and good behaviour & having valid driving license shall be deployed by the contractor for driving vehicles supplied to MCL. In no case any un-authorized driving of the vehicles shall be permitted by the contractor.
32. Vehicle will run inside the state of Odisha.
33. Vehicle should always be in an excellent running condition, with spare wheel (stepney) & tyres should be in good condition & exterior paintings not defaced.
34. The vehicle should run only on the Electric charge (The contractor has to ensure full charge of the duty when the vehicle reports for duty on daily basis).
35. The driver should be in white dress at the cost of contractor.
36. Seats of the vehicles must be covered with clean & white Turkish towels.
37. Driver of the vehicle should open the door of the car/vehicle for the user & after properly sitting of the user he will close the door & then he will go to driving seat.
38. Music system of the vehicle should be in working condition.
39. Driver of vehicle should keep his mobile phone switched off, while driving the vehicle.
40. The driver of the vehicle should not be in drunken condition while on duty.
41. The contractor will supply the vehicles on Sundays & holidays also, if required, at the same rate and terms and condition.
42. The contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rule/Regulations/Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker. Mines Act. Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/liability whatsoever on these accounts and the contractor shall fully indemnify the Company against any claim/disp

ute.

43. The contractor may request offline for change of vehicles to be deployed by him at any time at his option as follows:
The contractor may deploy any other vehicle(s) of same class owned by him subsequently or hired subsequently through a hiring agreement, of the same or lower age than the originally offered vehicle(s).

Moreover, such requests will be considered by the department on the merit of the individual case. In case, the request for change of vehicle/s is not accepted by the department then the bidder has to deploy the originally offered vehicle/s.

44. Legal Status of the bidder: Bidder need to submit any one of the following document at the time of bidding:

1. Affidavit or any other document to prove proprietorship/individual status of the bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.

45. Application of Price Variation Clause (if applicable):

46.1 Escalation/De-escalation for Labour: The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

$$VL = W \times \frac{A}{100} \times \frac{L - Lo}{Lo}$$

Where:

VL = Variation in labour cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause-45.11.

A = Component of Labour expressed as percentage of total value of work is 39.92

Lo = Minimum wages for unskilled workers payable as per the Minimum Wages Act/Rules of the State or Central Govt., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the price bids or revised price bids, whichever is later.(Lo=504)

L = Revised minimum wages of unskilled worker corresponding to Lo during the period to which the escalation/de-escalation relates.

46.1.1 While calculating the value of "W" the following may be noted : The cost on which the escalation will be payable shall be reckoned as 85 % of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation or de-escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer In Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full-assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made at prevailing market rates.

46.1.2 In the event wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase / decrease in material price and/ or wages of labour before mentioned would be made in case of contracts in which the stipulated period of completion of the work is six (6) months or less.

46.2 Application of Price Variation Clause during extended period of Contracts.

The Price Variation Clause as stated above will be applied for extended time frame of a contract by the principle stated as under:

- i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period, the operation of the Price Variation Clause will remain suspended.
- ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor; then the Price Variation Clause

will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.

iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor, then the Price Variation Clause will not be revived for the purpose of escalation but shall be revived and applied for the purpose of de-escalation and no further payment will be made to the contractor on account of any escalation during this period but recovery shall be made for de-escalation, if any. Additionally, the Clause related to Compensation for delay will be applied.

No payment will be made by applying "FROZEN INDICES" under any circumstances.

If the wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease, as per provisions detailed hereafter:

a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. The Price Variation Clause shall not be applicable for works for which stipulated period of completion is six months or less.

b) The base date for working out such escalation/de-escalation shall be the last date on which the bids (inclusive of price part) or revised price bids (inclusive of revised offer) were stipulated to be received.

c) The compensation for escalation or recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.

46. When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Department or of both. The extension will have to be by party's agreement, express or implied. The extension of contract will be at the existing rate or the rate finalized in the next tender, whichever is lower.

47. Termination, Cancellation, Suspension and Foreclosure of the Contract:

(A) The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, and whether the date of completion has or has not elapsed, by notice in writing if the contractor:-

a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-Charge, then on the expiry of the period as specified in the notice

Or
b) commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-Charge, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.

Or
c) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering. Or

d) shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for acts of favour in relation to the obtaining or execution of this or any other contract for his company. Or

e) fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing. Or

f) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-Charge. The Engineer-in-Charge may by giving a written notice, cancel the whole contract or portion of it in default.

(B) The contract shall also stand terminated under any of the following circumstances:

a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractor's company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

(C) On cancellation of the contract or on termination of the contract, the Engineer-in-charge shall have powers:

The contractor whose contract is terminated shall not be allowed to participate in future bidding in MCL for period of minimum twelve months.

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

i) Forfeiture of security deposit at disposal of the employer. Or

ii) 10% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of contract) at the contract rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 47(B)(d).

(D) Suspension of Work:

The Company shall have power to suspend the work. The contractor shall on receipt of the order in writing of Engineer-in-charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

a) on account of any default on the part of the contractor, or

b) for proper execution of the works, or part thereof, for reasons other than the default of the contractor or,

c) for safety of the works, or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of every such suspension. This shall also be applicable for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

The contractor shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

(E) Foreclosure of contract:

If at any time after acceptance of the tender the company decides to abandon or reduce the scope of work for any reason whatsoever the company, through its Engineer-in-Charge, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.