

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687724016129

अनुबंध तिथि | Contract Generated Date : 25-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4628312](#)

संगठन विवरण | Organisation 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

खरीदार विवरण | Buyer Details

पद | Designation : Saptdeep R Minz MT ENM
संपर्क नंबर | Contact No. : 06645-233202-
ईमेल आईडी | Email ID : saptdeepproshni.minz@coalindia.in
जीएसटीआईएन | GSTIN : 21AABCM5188P1Z3
पता | Address : Office of the Chief General Manager, Mahanadi Coalfields Limited, Lakhanpur Area, At/PO Bandhbahal, Via, Belpahar, JHARSUGUDA, ODISHA-768211, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : Yes
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval : GENERAL MANAGER
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : CHIEF MANAGER

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role : PAO
भुगतान का तरीका | Payment Mode : Internet Banking
पद | Designation : B Santosh Kumar Mgr F
ईमेल आईडी | Email ID : so-fin-lkpa.mcl@coalindia.in
जीएसटीआईएन | GSTIN : N
पता | Address : Office of the Chief General Manager, Mahanadi Coalfields Limited, Lakhanpur Area, At/PO Bandhbahal, Via, Belpahar, JHARSUGUDA, ODISHA-768211, India

परेषिती विवरण | Consignee Details

| क्र.सं. S.No | परेषिती नाम & पता Consignee Name & Address | सेवा विवरण Service Description |
|----------------|---|---|
| 1 | संपर्क Contact : 06645-233202- ईमेल आईडी Email ID : skumar9493@coalindia.in जीएसटीआईएन GSTIN : 21AABCM5188P1Z3 पता Address : Office of the Chief General Manager, Mahanadi Coalfields Limited, Lakhanpur Area, At/PO Bandhbahal, Via, Belpahar, JHARSUGUDA, ODISHA-768211, India | Bus Hiring Service - Regular Basis - Outstation 24*7; 31-33; Non Deluxe (NDX); 3000 Km(s) |

सेवा प्रदाता विवरण | Service Provider Details

जेम विक्रेता आईडी | GeM Seller ID : 10KV200001646384
कंपनी का नाम | Company Name : DISHA TOUR AND TRAVELS
संपर्क नंबर | Contact No. : 09437156839
ईमेल आईडी | Email ID : dishatourandtravelstalcher@gmail.com
पता | Address : MISHRA HOUSE, BAGHUABOL, TALCHER, KAIBALYA NAGAR, Angul, ODISHA-759100, -
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-OD-01-0000655
एमएसई सामाजिक श्रेणी | MSE Social Category : General
एमएसई लिंग श्रेणी | MSE Gender : Female
जीएसटीआईएन | GSTIN : 21AOKPM2594K1Z0

*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 दिनांक (नवीनतम) | Service Start Date (latest by): 09-Apr-2024

सेवा समाप्ति तिथि | Service End Date : 08-Apr-2026

श्रेणी नाम | Category Name : Bus Hiring Service - Regular Basis

बिलिंग चक्र | Billing Cycle: monthly

| विवरण Description | Quantity | Base Fare (per month) inclusive of GST |
|--------------------------|----------|--|
| Type of Service | 1 | 135000 |
| Vehicle Seating Capacity | | |
| Comfort Category | | |
| Usage Variant | | |
| Fuel Type | | |
| District | | |
| Zipcode | | |
| Year of Vehicle Model | | |

कुल राशि (सूत्र) | Total Amount (Formula) :
(Quantity*Base Fare (per month) inclusive of GST*Contract Period/30)

| | | | | |
|--|--------------------|---------------------------------|---|--|
| ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR) | | | | 3285000 |
| कुल एडऑन मूल्य Total Addon Value(INR) | | | | 0 |
| ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR) | | | | 3285000 |
| कर द्विभाजन Tax Bifurcation | | | | |
| विशेष Particular | जीएसटी GST (12%) | जीएसटी उपकर 1 GST Cess 1 (0%) | जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST (100%) | जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) |
| Bus Hiring Service - Regular Basis | 351964.29 | 0 | 351964.29 | 0 |
| अनुबंध की राशि Amount of Contract | | | | |
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR) | | | | 3285000 |
| एसएलए विवरण SLA Details | | | | |
| <div>SERVICE STC</div> <div>SPECIAL TERMS AND CONDITIONS FOR</div> <div>Bus Hiring Services</div> | | | | |
| <p>1. PREAMBLE</p> <p>2. All Bus Hiring Service Contracts Placed Through GeM Shall Be Governed By Following Set Of Terms And Conditions:</p> <p>(I) General Terms And Conditions For Goods And Services;</p> <p>(Ii) Service Specific STC Of BUS Hiring Outsourcing Service – As Defined In Service Catalogue Which Includes SLA For The Service Or Service For A Particular Product;</p> <p>1. BID / Reverse Auction Specific ATC: The Above Terms And Conditions Are In Reverse Order Of Precedence I.E. ATC Supplement, Service Specific STC And GTC, However Service Specific STC Prevails Or Supersede Over The GTC – Only In Case Of Any Conflicting Provisions.</p> <p>2. The Above Set Of Conditions Along With Scope Of Supply Including Price As Enumerated In The Contract Document Shall Be Construed To Be Part Of The Contract.</p> <p>3. This Document Represents A Special Terms And Conditions ("STC") Governing The Contract Between The Buyer And Service Provider. The Purpose Of This Document Is To Outline The Scope Of Work, Stakeholder's Obligation And Terms And Conditions Of All Services Covered As Mutually Understood By The Stakeholders.</p> <p>4. STAKEHOLDERS</p> <p>The Main Stakeholders Associated With This STC Are:</p> <p>1. Buyer/ Userincluding any such authorized agents, assignees, successors and nominees</p> <p>Ii. Service Providers</p> <p>The Responsibilities And Obligations Of The Stakeholders Have Been Outlined In This Document. The Document Also Encompasses Service Level Agreement/ 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 Document.</p> <p>● SERVICE SCOPE</p> <p><i>The Scope Of Service Must Include, But Not Necessarily Limited To The Following:</i></p> <p>1. a) Hiring of Bus(s)as per defined scope of service by buyer;</p> <p>2. b) For Buyer the following basic package will be available for hiring as per their requirement:</p> <p><u>Local</u> – For one side movement upto 50 kilometres from reporting point will be considered as local.</p> <p><u>Outstation</u> – The Bus shall be provided to Buyer and its staff for the movement within the city i.e. local and its outskirts or other places as per the schedule provided by the Buyer. Fixed per night charge will be applicable</p> <p><u>Local*24X7</u> – If selected, the additional hours' selection is null & void.</p> <p><u>Outstation*24X7</u> If selected, the additional hours' selection is null & void.Fixed per night charge will be applicable</p> <p>1. c) The basic package can be upgraded by including additional running kilometres and duty hour's parameter under 'Add-on' option of this service.</p> <p>2. d) There shall not be any garage kilometres and therefore the duty hours will start from the reporting point and also service will end at the reporting point.</p> <p>3. f) Provide Bus on hiring basis with trained drivers holding valid commercial license to support Buyer and its staff movement as per the locations.</p> <p>4. g) Ensure passenger safety during the performance of services.</p> <p>5. h) Facilitate Buyer with the Bus in compliance to the defined package and render services under the scope defined in this section for the selected package.</p> <p>6. i) A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each Bus, for each area of operation.</p> <p>7. j) The Bus 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.</p> <p>8. h) Bidder annual turnover should be greater than or equal to 30% of the bid value.</p> <p>4. SERVICE PROVIDER'S OBLIGATIONS:</p> <p>5. Service provider agrees to provide quality services as per SLAs mentioned in the contract.</p> <p>6. Service provider will be required to accept the order within 48 hours of the order being placed</p> <p>7. Service provider shall ensure that assigned Bus and driver report as per schedule provided by user department / buyer / individual user. In an event of delay in arrival beyond 30 minutes, user shall have right to hire other Bus services (which may or may not be of similar hired Bus category). The fare charges shall be debited to service provider.</p> <p>8. Service provider to ensure that all maintenance works related to assigned Bus shall be carried out in off duty hours.</p> <p>9. Service provider shall ensure that Bus deployed shall arrive at designated location on time and with full or sufficient tank of fuel.</p> <p>10. The service provider shall ensure that the Bus 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.</p> <p>11. All Bus shall be equipped with an emergency medical kit and a fire extinguisher.</p> <p>12. In the event of any break-down, servicing and repairs of Bus, the service provider at his own cost shall make alternate arrangement by providing similar or higher class of Bus for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.</p> | | | | |

13. All Buses provided, should carry a valid insurance & fitness certificate along with other necessary documents
14. Drivers should possess valid commercial licenses as required by the transport department.
15. The manpower so employed by the Service Provider shall solely be the employees of the Service Provider and the Service Provider shall discharge all statutory liability or pay dues in respect of the Provident Fund, Employees State Insurance, Workman's compensation and other liability due, if any, of such employees
16. The Service Provider shall take all precautionary measures in order to ensure the safety of the persons / children traveling in the vehicle
17. Any theft or damages caused by the Service Provider's personnel shall be borne by the Service Provider
18. The contractor shall keep a suggestion/complaint book in every vehicle under contract to record any suggestion on performance of services

5. BUYER'S / CONSIGNEE OBLIGATIONS:

- After log book entries by the service Provider, the Buyer shall either accept or reject these entries within a maximum of 3 days. Failure to take action on log book entries updated by service provider shall be deemed as accepted. The Service Provider can raise an issue against the rejection of any entry by the buyer within 3 days of such rejection.
1. The toll charges, Parking fee or entry Taxes payable locally or outstation shall be ~~paid~~ reimbursed by the Buyer.
 2. Buyer shall be responsible for making the payments to the service provider as per the payment cycle.
 3. The Buyer shall ensure that the terms, conditions, and technical specifications stipulated by the Buyer for procurement of the present services, are in accordance with the applicable laws / notifications/ Government guidelines / Court orders / rules / regulations / circulars / notifications, etc.
 4. It is responsibility of the Buyer to ensure that the type of buses (diesel etc.) being hired can be legally plied in the area of operation and plying of the same is not restrained by way of any laws/rules/regulations/guidelines/ notification/court orders etc.
 5. 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."

6. SERVICE SPECIFIC STC

~~(i)~~ The Service Provider shall not be allowed to sub -let the Contract.

(ii) The ownership of hired Bus will remain with the Service Provider, and Buyer shall be entitled to use the Bus within the scope of service specified under this contract.

(iii) Service Provider shall ensure that proper inspection of Bus has been done before deploying it to the Buyer/ Consignee location as per the contract.

(iv) During the contractual period, the Buyer may increase or decrease the quantity of Bus to the extent of 25%. Similarly, the buyer can utilise the Bus for extra mileage and extra duty hours up to 25%. The payment for extra mileage and extra duty hours will be as per Add On rates of per KM and per Hour. If Additional mileage and Additional duty hours are not selected under Add On functionality then the payment for extra mileage and extra hours will be on prorata basis calculated on basic package rate. However, variation in number of Bus, additional mileage and duty hours put together will not exceed 25% of contract value.

(v) The drivers/staff of the Bus deployed for user department duties maintain polite & courteous behaviour towards department users as well as to other departmental staff. Following may be construed as "Misbehaviour" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.

(vi) 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.

(vii) All Bus shall be equipped with an emergency medical kit and a fire extinguisher.

(viii) In the event of any break-down, servicing and repairs of Bus, the service provider at his own cost shall make alternate arrangement by providing similar or higher class of Bus(s) for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.

(ix) All attempts shall be made to provide quality services as per the contract

(x) In an event that service provider fails to deliver or fails to carry out tasks as per schedule then buyer shall have right to recover damages as per the provisions of the contract.

(xi) All payments shall be made as per the billing schedule notified in order. The payments shall be processed after deducting relevant penalties / damages as per provisions of the contract.

(xii) The Payment Procedure shall be governed by the standard clause of payment as specified in the General Terms and Conditions

(xiii) The toll charges, Parking fee or entry Taxes payable locally or outstation shall be ~~paid~~ by the Service Provider and the same will be reimbursed by the Buyer subsequently on production of documentary evidence.

(xiv) The contract can be terminated for convenience by giving at least three months prior notice in writing by both the parties

(xv) Notwithstanding any of the above, if the services of the Service Provider are not found satisfactory or in the event of sub-contract to a third party, the Service Provider will be issued one month's notice by buyer or consignee to terminate the contract without prejudice to any right accruing to either party prior to such termination.

(xvi) Notwithstanding any of the above, if the buyer doesn't make the payment the service provider shall have the right to terminate contract by providing one month written notice to buyer or reporting incident with appropriate channels.

7. SERVICE LEVEL AGREEMENT (SLA)

In case of non-compliance of Service obligation, penalty per default will be imposed as per SLA. The penalties as per the SLA is defined as follows

| Sl. No | Service Level Agreement | Default Details | Penalties for breach of SLA | | | Remarks |
|--------|-------------------------|---------------------------------------|---|---|---|--|
| | | | 1st Instance | 2nd Instance | 3rd Instance | |
| | Non deployment of | Non deployment for 30 min or more, no | Amount of charges for Bus hired by Buyer from third | Amount of charges for Bus hired by Buyer from | Amount of charges for Bus hired by Buyer from third party and a | After 3 rd instance, the buyer may terminate the contract or continue |

| | | | | | | |
|---|---|---|--|---|---|--|
| 1 | BUS/driver (no replacement provided) | replacement provided up to 2 hours | party and a penalty of 10% of daily Bus hiring cost | third party and a penalty of 15% of daily Bus hiring cost | penalty of 20% of daily Bus hiring cost | to impose the same penalty as imposed for 3 rd instance. |
| 2 | Non deployment of Bus/driver (replacement provided) | Non deployment for 30 min or more, replacement provided within to 2 hours | Warning | Penalty of 10% of daily Bus hiring cost | Penalty of 15% of daily Bus hiring cost | After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance. |
| 3 | Breakdown of Bus during trip (no replacement provided) | No replacement provided up to 2 hours | Amount of charges for Bus hired by Buyer from third party and a penalty of 8% of daily Bus hiring cost | Amount of charges for Bus hired by Buyer from third party and a penalty of 10% of daily Bus hiring cost | Amount of charges for Bus hired by Buyer from third party and a penalty of 15% of daily Bus hiring cost | After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance. |
| 4 | Breakdown of Bus during trip (replacement provided) | Replacement provided within 2 hours | Warning | Amount of charges for Bus hired by Buyer from third party and a penalty of 8% of daily Bus hiring cost | Amount of charges for Bus hired by Buyer from third party and a penalty of 10% of daily Bus hiring cost | After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance. |
| 5 | Delay in arrival of Bus/ driver | For 30 mins or more | Warning | Penalty of 5% of Bus hiring cost | Penalty of 8% of Bus hiring cost | After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance |
| 6 | Misbehavior by driver/ unacceptable behavior by driver | Any instance | Penalty of Rs. 1000/- | Penalty of Rs. 2000/- | | After 2 nd instance, the service provider will have to replace the driver |
| 7 | Driver in intoxicated state | Any instance | Penalty of Rs. 2500/- | | | After 1 st instance, the service provider will have to replace the driver |
| 8 | Failure to address deficiencies pointed out at inspection | Any instance | Penalty of Rs. 500/- | Penalty of Rs. 800/- | Penalty of Rs. 1000/- | After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance |

Calculation Formula for the Service

$\$total = \$quantity * \$base_fare_per_month * \$contract_period / 30$

$\$quantity = \text{Quantity}$

$\$base_fare_per_month = \text{Base Fare (per month) inclusive of GST}$

$\$contract_period = \text{Duration of Contract in days}$

*****END OF DOCUMENT*****

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [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 | |
| | |
| | |
| आरसीएम/एफसीएम के संबंध में सामान्य खंड General Clauses w.r.t RCM/FCM | |
| <p>1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.</p> <p>2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.</p> <p>3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.</p> <p>4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.</p> <p>5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.</p> | |
| | |
| नियम और शर्तें Terms and Conditions | |
| | |
| 1. General Terms and Conditions- | |
| <p>1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>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</p> | |
| 2. Buyer Added Bid Specific Terms and Conditions- | |
| <p>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</p> | |
| <p>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.</p> | |
| <p>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.</p> | |
| <p>2.4 Service & Support: Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.</p> | |
| <p>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.</p> | |
| <p>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.</p> | |
| <p>2.7 Forms of EMD and PBG: Bidders can also submit the EMD with Account Payee Demand Draft in favour of</p> <p>MCL LAKHANPUR AREA payable at BANDHABAHAL .</p> <p>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.</p> | |
| <p>2.8 Forms of EMD and PBG: Bidders can also submit the EMD with Banker's Cheque in favour of</p> <p>MCL LAKHANPUR AREA payable at BANDHABAHAL .</p> <p>Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.</p> | |
| <p>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</p> <p>MCL LAKHANPUR AREA</p> | |

payable at
BANDHABAHAL

. 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 LAKHANPUR 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) | Period of Completion (In Days) |
|--|---|-----------------------------------|
| Hiring of one no. Shift Bus having seating capacity 32+1 (or above) on 24 hrs duty basis with deployment of two no. of drivers (having staggered rest) max run 3000 km/month for 02 years (682 working days) for Lakhanpur OCP, Lakhanpur Area, MCL. | 48,12,312.00 | 730 |

The Vehicle will normally be engaged for **24** hours a day with engagement of **01** no. driver (both having staggered rest).

The first date of registration of the vehicle(s) accepted in this tender: on or after Dt.: **14.05.2021**.

GST rate used for estimate calculation is **12%**.

Mileage/ average of KM/Litre applicable for required type of vehicle is **5.5**.

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.

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.

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.

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.

It will be the responsibility of the contractor to maintain all statutory documents e.g Taxi registration, RC book, Fitness Certificate, pollution 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.

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

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.

Penalty: Penalty clause is applicable as per existing clauses of SLA. In Addition to that, if Buyer does not hire vehicle from third party then the penalty amount will be calculated as per the actual vehicle hiring cost of the contract along with existing penalty clauses of SLA.

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.

15. 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.
16. 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.
17. 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.
18. All the contractor workers shall be covered with the Aadhaar Enabled Biometric Attendance System (AEBAS) for the payment of wages.
19. 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:
 - a. Work Order details
 - b. Contractor workers details and Wages payment details in respect of each Work Order.
20. The work shall be commenced as per the date mentioned in the work order.
21. 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.
22. 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.
23. 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.
24. 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.
25. Engineer-In-Charge: Staff Officer (E&M) will be the Engineer-in-Charge of the concerned area and the user of vehicle will be the designated officer in-charge for this contract.
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 behavior & 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 diesel/petrol & not on gas or kerosene.
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 (if applicable).
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 (if applicable).
38. Music system of the vehicle should be in working condition (if applicable).
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/dispute.
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):

45.1 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:

$$V_L = W \times \frac{A}{100} \times \frac{L - L_o}{L_o}$$

Where:

V_L = 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-45.1.

A = Component of Labour expressed as percentage of total value of work - 22.50.

L_o = 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.

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

45.11 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.

45.12 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.

45.2 PAYMENT OF PRICE VARIATION ON PETROL/ DIESEL: If the prices of Petrol/ Diesel increases or decreases, the contractor shall be compensated for such increase or recoveries shall be made from the dues of the contractor for such decrease as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices 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. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on prices should not be allowed further if not provided otherwise in the accepted contract. Such compensation for variation in the prices when due shall be worked out based on the following provisions:

45.21: The base price of petrol/diesel for working out such price variation (escalation/de-escalation) shall be the price of petrol/ HSD (High Speed Diesel) specified in the tender notice.

45.22: Bench marking of price variation on account of petrol/ diesel will be done on the basis of price of the petrol/diesel of the retail outlet of IOC/BP (PSUs), nearest to the worksite and the price variation will be admissible on simple average of petrol/ diesel rate (nearest to the worksite) of the period considered for price variation.

45.23: Price Variation on Petrol/ Diesel : The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of petrol/diesel and the cost shall be calculated in accordance with the following formula:

$$V_f = K \times \frac{1}{B} \times (F - F_o)$$

V_f = Variation in Petrol/Diesel cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

K = Actual KM run of the vehicle on that particular period considered for price variation.

B = Mileage of the vehicle (Km/litre) as specified in the tender notice.

F = Simple average of petrol/ diesel rate (nearest to the work site) of the period considered for price variation.

Fo = Base price of petrol/diesel, applicable to the place of work as taken in the approved estimate which is equals to 94.89.

45.3 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 act/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 contractors 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.