

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687757660585

अनुबंध तिथि | Contract Generated Date : 08-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4756110](#)

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 : Rabi Narayan Sethy CM ENM
संपर्क नंबर | Contact No. : -
ईमेल आईडी | Email ID : rnsethi@coalindia.in
जीएसटीआईएन | GSTIN : N
पता | Address : Mahanadi Coalfields Limited, At & Po- Basundhara, Sundargarh, Basundhara-770076, SUNDERGARH, ODISHA-770076, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : Yes
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative : GENERAL MANAGER BASUNDHARA AREA
अनुमोदन : AREA FINANCE MANAGER BASUNDHARA ARE
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : A

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: PAO
भुगतान का तरीका | Payment Mode: Offline
पद | Designation : Papu Kumar Singh AM F
ईमेल आईडी | Email ID : papu.kumarsingh9803@coalindia.in
जीएसटीआईएन | GSTIN : -
पता | Address : Mahanadi Coalfields Limited, At & Po- Basundhara, Sundargarh, Basundhara-770076, SUNDERGARH, ODISHA-770076, India

परेषिती विवरण | Consignee Details

क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : rnsethi@coalindia.in जीएसटीआईएन GSTIN : N पता Address : Mahanadi Coalfields Limited, At & Po- Basundhara, Sundargarh, Basundhara-770076, SUNDERGARH, ODISHA-770076, India	Bus Hiring Service - Regular Basis - Local 24*7; 49-52; Non Deluxe (NDX); 4800 Km x 730 hours

सेवा प्रदाता विवरण | Service Provider Details

जेम विक्रेता आईडी | GeM Seller ID : 7QZI210002608438
कंपनी का नाम | Company Name : ASHOK PANDA
संपर्क नंबर | Contact No. : 07978029878
ईमेल आईडी | Email ID : ashok.panda464@gmail.com
पता | Address : K.H. NO-359/183, PL NO-1137/3596, KARAMDIHI, K.H. NO-359/183, PL NO-1137/3596 KARAMDIHI , SUNDERGARH,, 770002, Sundergarh, ODISHA-770002, -
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-OD-30-0006316
एमएसई सामाजिक श्रेणी | MSE Social Category : General
एमएसई लिंग श्रेणी | MSE Gender : Male
जीएसटीआईएन | GSTIN: 21BDLPP3525N1ZB

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

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 15-Apr-2024

सेवा समाप्ति तिथि | Service End Date : 14-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	Local 24*7	2	199510
Vehicle Seating Capacity	49-52		
Comfort Category	Non Deluxe (NDX)		
Usage Variant	4800 Km x 730 hours		
Fuel Type	Diesel		
District	NA		
Zipcode	NA		
Year of Vehicle Model	The first date of registration of the vehicles accepted in this tender should be on or after date 22nd May 2021		

कुल राशि (सूत्र) | Total Amount (Formula) :

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		9709486.67		
कुल एडऑन मूल्य Total Addon Value(INR)		0		
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		9709486.67		
अतिरिक्त जानकारी Additional Details				
● Night/Outstation Charges in Rs. : 100				
कर द्विभाजन Tax Bifurcation				
विशिष्ट 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	1040302.14	0	1040302.14	0

अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	9709486.67

एसएलए विवरण SLA Details

SERVICE STC

SPECIAL TERMS AND CONDITIONS FOR

Bus Hiring Services

1. **PREAMBLE**
2. All Bus Hiring Service Contracts Placed Through GeM Shall Be Governed By Following Set Of Terms And Conditions:
 - (I) General Terms And Conditions For Goods And Services;
 - (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;
 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.
 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.
 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.
 4. **STAKEHOLDERS**

The Main Stakeholders Associated With This STC Are:

1. Buyer/ Userincluding any such authorized agents, assignees, successors and nominees
- Ii. Service Providers

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.

● SERVICE SCOPE

The Scope Of Service Must Include, But Not Necessarily Limited To The Following:

1. a) Hiring of Bus(s)as per defined scope of service by buyer;
2. b) For Buyer the following basic package will be available for hiring as per their requirement:

Local – For one side movement upto 50 kilometres from reporting point will be considered as local.

Outstation – 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

Local*24X7 – If selected, the additional hours' selection is null & void.

Outstation*24X7 If selected, the additional hours' selection is null & void.Fixed per night charge will be applicable

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.
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.
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.
4. g) Ensure passenger safety during the performance of services.
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.
6. i) A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each Bus, for each area of operation.
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.
8. h) Bidder annual turnover should be greater than or equal to 30% of the bid value.

4. **SERVICE PROVIDER'S OBLIGATIONS:**
5. Service provider agrees to provide quality services as per SLAs mentioned in the contract.
6. Service provider will be required to accept the order within 48 hours of the order being placed
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.
8. Service provider to ensure that all maintenance works related to assigned Bus shall be carried out in off duty hours.
9. Service provider shall ensure that Bus deployed shall arrive at designated location on time and with full or sufficient tank of fuel.

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.
11. All Bus shall be equipped with an emergency medical kit and a fire extinguisher.
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.
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

Penalties for breach of SLA

Sl. Service Level	Default Details	Remarks
No Agreement		

		1st Instance	2nd Instance	3rd Instance	
1	Non deployment of BUS/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	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	Amount of charges for Bus hired by Buyer from third party and a penalty of 20% of daily Bus hiring cost
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
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
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
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
6	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000/-	Penalty of Rs. 2000/-	
7	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-		
8	Failure to address deficiencies pointed out at inspection	Any instance	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-

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 ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00
1. Certificate (Requested in ATC) : click here 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	
ईपीबीजी विवरण ePBG Detail	
<div> आरसीएम/एफसीएम के संबंध में सामान्य खंड General Clauses w.r.t RCM/FCM </div> <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> <div> नियम और शर्तें Terms and Conditions </div> <p>1. General Terms and Conditions-</p> <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> <p>2. Buyer Added Bid Specific Terms and Conditions-</p> <p>2.1 <i>Generic</i> 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 <i>Generic</i> 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 <i>Purchase Preference (Centre):</i> 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 <i>Service & Support:</i> Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.</p> <p>2.5 <i>Certificates:</i> 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 <i>Payment:</i> 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 <i>Forms of EMD and PBG:</i> Bidders can also submit the EMD with Account Payee Demand Draft in favour of MAHANADI COALFIELDS LIMITED BASUNDHARA AREA payable at STATE BANK OF INDIA BALINGA . 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 <i>Forms of EMD and PBG:</i> Bidders can also submit the EMD with Banker's Cheque in favour of MAHANADI COALFIELDS LIMITED BASUNDHARA AREA payable at STATE BANK OF INDIA BALINGA . 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 <i>Forms of EMD and PBG:</i> 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 MAHANADI COALFIELDS LIMITED BASUNDHARA AREA payable at</p>	

STATE BANK OF INDIA BALINGA

. 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

MAHANADI COALFIELDS LIMITED BASUNDHARA 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 uploaded ATC document [Click here to view the file](#).

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

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