

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687781486589

अनुबंध तिथि | Contract Generated Date : 15-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4735758](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details
प्ररूप   Type :	Central PSU	पद   Designation : Saurav Nandi MGR ENM
मंत्रालय   Ministry :	Ministry of Coal	संपर्क नंबर   Contact No. : 06760-295321-
विभाग   Department :	MAHANADI COALFIELDS LIMITED	ईमेल आईडी   Email ID : snandi@coalindia.in
संगठन का नाम   Organisation Name :	MAHANADI COALFIELDS LIMITED	जीएसटीआईएन   GSTIN : 21AABCM5188P1Z3
कार्यालय क्षेत्र   Office Zone:	MAHANADI COALFIELDS LIMITED	पता   Address : Mahanadi Coalfields Limited Office Of the General Manager, Jagannath Area, PO- Dera, Talcher, ANGUL, ODISHA-759103, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राप्तिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : Yes	Role: PAO
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: GENERAL MANAGER, JAGANNATH AREA	भुगतान का तरीका   Payment Mode: Internet Banking
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : AREA FINANCE MANAGER, JAGANNATH AREA	पद   Designation : AJIT KUMAR RAY AFM
	ईमेल आईडी   Email ID : so-fin-jaga.mcl@nic.in
	जीएसटीआईएन   GSTIN : N
	पता   Address: Mahanadi Coalfields Limited Office Of the General Manager, Jagannath Area, PO- Dera, Talcher, ANGUL, ODISHA-759103, 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 : dkkalandi.mcl@nic.in जीएसटीआईएन   GSTIN : - पता   Address : Mahanadi Coalfields Limited Office Of the General Manager, Jagannath Area, PO- Dera, Talcher, ANGUL, ODISHA-759103, India	Monthly Basis Cab & Taxi Hiring Services - MUV; 4260 KM X 682 HRS; Local 24*7

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	7D60210004808873
कंपनी का नाम   Company Name :	M/S-SRI RAMJI MOTORS
संपर्क नंबर   Contact No. :	09937543979
ईमेल आईडी   Email ID :	sriramjimotors2021@gmail.com
पता   Address :	JAGANNATH MARKET,SOUTH BALANDA,SOUTH BALANDA,TALCHER, Angul, ODISHA-759116, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-OD-01-0003683
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	21CDQPS5866K1ZS (R)

\*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): 01-Jun-2024		सेवा समाप्ति तिथि   Service End Date : 31-May-2026			
श्रेणी नाम   Category Name : Monthly Basis Cab & Taxi Hiring Services					
बिलिंग चक्र   Billing Cycle: monthly					
विवरण   Description	Number of Vehicle(s)	Monthly Base Fare (Per package) inclusive of GST			
District	NA				
Zipcode	NA				
Vehicle Type	MUV				
Type of car (Please select at least 3 options)	Mahindra Bolero Camper, Tata Xenon, Mahindra Imperio				
Usage Variant	4260 KM X 682 HRS				
Type of Service	Local 24*7				
Year of Vehicle Model	2021, 2022, 2023, 2024				
Km Travelled	Upto 1,00,000 Kms				
Air Conditioning Requirement	Non-A/C				
Area of Operation	Hilly + Plain Area				
		1	96036		

Fuel Type	Diesel
Duration in Months	24

कुल राशि(सूत्र) | Total Amount (Formula) :  
( Number of Vehicle(s)\*Monthly Base Fare (Per package) inclusive of GST\*Duration in Months )

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	2304864
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	2304864

#### कर विभाजन | Tax Bifurcation

विवरण   Particular	जीएसटी GST (18%)	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%)
Monthly Basis Cab & Taxi Hiring Services	351589.42	0	351589.42	0

#### अनुबंध की राशि|Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य|Total Contract Value Including All Duties and Taxes(INR)

2304864

#### एसएलए विवरण|SLA Details

##### Service Specific Terms and Condition

Of

##### Monthly Basis Cab & Taxi Hiring Services

###### 1 Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Cab & Taxi Hiring Service provider. The purpose of this agreement is to facilitate implementation of Monthly Cab & Taxi Hiring Service from the Buyer's premises or any other premises designated by Buyer. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement 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.

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

1. General terms and conditions for Services (GTC);
2. Service Specific Terms and Conditions (STC) of the Services contracts shall include the service level agreement (SLA) for the service;
3. BID / Reverse Auction specific Additional Terms and Conditions (ATC) as specified by the Buyer.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes 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.

###### 2 Objectives and Goals

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

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

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.

###### 3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

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

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

###### 4 Scope of Services

This service deals with hiring of vehicles (including driver and fuel requirements) for a defined but temporary tenure on a monthly basis for local and outstation travel of individuals.

Types of Cars: Buyers will have the option to choose the type of vehicle from the following categories:

Type of Car	Definition	Examples
Hatchback	This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.	<ol style="list-style-type: none"> <li>1. Maruti Suzuki WagonR</li> <li>2. Maruti Suzuki Celerio</li> <li>3. Maruti Suzuki Swift</li> <li>4. Hyundai i10</li> <li>5. Hyundai i20</li> <li>6. Tata Tiago</li> </ol>

		<ol style="list-style-type: none"> <li>7. Datsun Go</li> <li>8. Tata Bolt</li> <li>9. Hyundai Santro</li> <li>10. Tata Indigo</li> </ol>
		<ol style="list-style-type: none"> <li>1. Honda Amaze</li> <li>2. Maruti Suzuki Dzire</li> <li>3. Tata Tigor</li> <li>4. Hyundai Xcent</li> </ol>
Sedan	<p>This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.</p>	<ol style="list-style-type: none"> <li>5. Ford Aspire</li> <li>6. Volkswagen Ameo</li> <li>7. Tata Zest</li> <li>8. Nissan Sunny</li> <li>9. Toyota Etios</li> </ol>
		<ol style="list-style-type: none"> <li>1. Maruti Suzuki Ciaz</li> </ol>
Premium Sedan	<p>This segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually a length between 4000 to 4600 mm.</p>	<ol style="list-style-type: none"> <li>2. Honda City</li> <li>3. Volkswagen Vento</li> <li>4. Toyota Corolla</li> <li>5. Hyundai Verna</li> <li>6. Skoda Rapid</li> </ol>
		<ol style="list-style-type: none"> <li>1. Maruti Suzuki Ertiga</li> <li>2. Maruti Suzuki Vitara Brezza</li> <li>3. Mahindra Scorpio</li> <li>4. Maruti Suzuki XL6</li> <li>5. Ford Ecosport</li> </ol>
SUV	<p>This segment includes passenger vehicles which combine elements of road-going passenger cars with features from off-road vehicles, such as raised ground clearance and four-wheel drive and length between 3995 to 4500 mm.</p>	<ol style="list-style-type: none"> <li>6. Hyundai Creta</li> <li>7. Renault Duster</li> <li>8. Mahindra TUV300</li> <li>9. Mahindra XUV300</li> <li>10. Mahindra XUV 500</li> <li>11. Mahindra Bolero</li> <li>12. Mahindra Marazzo</li> </ol>
		<ol style="list-style-type: none"> <li>1. Mahindra Bolero Camper</li> </ol>
MUV	<p>This segment includes vehicles for transport of passenger and material with a seating capacity of 3 besides driver with an open loading capacity in the back for 1 to 1.25 MT</p>	<ol style="list-style-type: none"> <li>2. Tata Xenon</li> <li>3. Mahindra Imperio</li> <li>4. Isuzu Dimax</li> </ol>
		<ol style="list-style-type: none"> <li>1. Toyota Innova</li> <li>2. Toyota Innova Crysta</li> <li>3. Toyota Fortuner</li> <li>4. Ford Endeavour</li> </ol>
Premium SUV/MUV	<p>This segment includes SUV/MUVs intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular SUVs and length between 4300 to 4800 mm.</p>	<ol style="list-style-type: none"> <li>5. Jeep Compass</li> <li>6. Tata Hexa</li> <li>7. Tata Harrier</li> <li>8. Honda CR-V</li> </ol>
		<ol style="list-style-type: none"> <li>1. Toyota Camry</li> <li>2. Honda Accord</li> <li>3. Mercedes Benz E Class</li> <li>4. BMW 3 Series</li> </ol>

Luxury Sedan	This segment includes passenger vehicles with luxury design in a three-box configuration, intended to provide top level of comfort and highest perception of quality and length between 4500 to 5200 mm.	5. Audi A4 6. Volvo S 90 7. Jaguar XE 8. Lexus ES 9. Skoda Superb 10. Skoda Octavia
Luxury SUV/MUV	This segment includes SUV/ MUVs with luxury design, intended to provide top level of comfort and highest perception of quality and usually length between 4600 to 5300 mm.	1. Mercedes Benz GLC 2. BMW X3 3. Audi Q5 4. Jeep Grand Cherokee 5. Land Rover Discovery Sport 6. Jaguar F Pace 7. Volvo XC 60 8. Mitsubishi Montero

Ac and Non-AC Requirement: If the service is procured from the marketplace, the service provider shall provide AC cars. However, if the service is procured through bid creation, the Service Providers may provide the service based on buyer's selection.

Outstation and local travel: For the purpose of this service, local travel would include areas covered within the city limits or up to 50 km of one-way travel, whichever is higher, and outstation would include the areas covering outside the city limits or more than 50 kms of one-way travel, whichever is higher as per buyer requirements. If the buyer avails the services for a 24\*7 requirement, the usage hours selected in the usage variant becomes null and void. It is the responsibility of the service provider to always provide one driver per vehicle as per the requirement, while complying with the Labour Laws.

Usage Variants: Buyers of this service can select from a range of usage variants (bundled km/hour package) depending on their requirements, which are listed below:

- 1200 km x 208 hours
- 1500 km x 260 hours
- 1500 km x 320 hours
- 2000 km x 320 hours
- 2500 km x 320 hours
- 3000 Km x 364 hours

In case the buyer enters its custom variant, the service provider shall provide the service as per these requirements.

Contract Duration: Buyer can avail the service maximum up to 5 years.

Year of Vehicle Model: The buyer can also select the year of vehicle model required to guarantee quality of the vehicle provided. The buyer can choose from models of 2022, 2021, 2020 and 2019. However, if the buyer requires an ex-showroom model or models older than 2019, they can enter custom requirement.

KM travelled: The buyer shall also specify the range of km travelled for the vehicle so as to guarantee quality. The buyer may choose from ranges starting from 0 km up to 1 lakh km run by the vehicle.

The provider of such services shall quote a monthly vehicle hiring cost depending on the usage variants, type of vehicle, location, and other parameters selected by the buyer.

Add ons

1. Outstation Night charges: For outstation travel, additional night charges shall apply. The service provider shall provide the outstation charges per night. The billing will be done on actual outstation nights availed during the contract period.
2. During the contract period, the Buyer may increase or decrease the quantity of vehicles and contract period upto 25% The payment for extra distance and extra duty hours will be done on basic package rate as under:

1. Extra per km charges - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.5 in case of normal service and 0.4 in case of 24x7 service
2. Extra hour charges - Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4. In case of 24x7 service, no charges for extra hours to be paid

An example of calculation for extra kms illustrated below for reference:

#### Calculation of extra Kms cost for extra 100 Kms beyond package Kms

Normal Service		24X7 Service	
Package 2000Kms X 320 Hrs		Package - 2000 Kms	
Package Cost (in INR)	50000	Package Cost (in INR)	60000
Per Km cost as per package (Rs. 50000/2000 Kms)	25	Per Km cost as per package (Rs. 60000/2000 Kms)	30
Multiplied by factor 0.5	12.5	Multiplied by factor 0.4	12
Cost for extra 100 Kms	1250	Cost for extra 100 Kms	1200

However, buyer mentioning extra Kms or extra Hour rates in bid will supersede this clause.

#### 4.1 Service Details and Standards

1. All vehicles provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
2. All vehicles provided shall be air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
3. All vehicles should be always in excellent working condition (both internally and externally). The service provider shall ensure that the vehicles deployed by him are cleaned

thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odour and any personal belongings of the driver.

4. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
5. The vehicle deployed shall be parked at the Buyer's/ User's premises after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/ User.
6. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
7. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also always have an active internet connection where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be always reachable during duty hours.
8. The drivers of the vehicles deployed should maintain polite & courteous behaviour towards the buyer/ passenger. "Misbehaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract deduction as per provisions of the contract.

#### **4.2 Defined Timelines**

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

#### **4.3 Service Assumptions**

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

#### **4.4 Limitations of Service Delivery (if any)**

1. Hiring for this service would mean hiring for monthly basis for both local and outstation travel. The service for the selected month will be deemed to have been completed once the buyer has utilized the monthly usage .

#### **5 Service Provider's Obligation**

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

#### **6 Buyer's Obligations**

1. The location for reporting shall be provided by the buyer to the service provider.
2. The toll charges, parking fee or entry taxes payable locally or outstation shall be reimbursed by the Buyer to the Service Provider on actual basis as paid by the service provider.
3. In the event that the vehicles run more than the package kms as mentioned in the order details, the charges for additional km travelled will be paid as per the factor given above.
4. In the event of outstation travel, outstation night charges will be paid to the service provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location.
5. The Buyer/ passenger must immediately report to the designated representative of the Service Provider any problems, complaints, incidents, or accidents that occur during the trip, including any form of inappropriate behaviour/ improper uniform by the driver.
6. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form the buyer/ passenger. If the driver of the vehicle communicates directly with the Buyer/passenger (either by telephone, in writing or verbally, and either before, during or after a trip) to make alter or change the nature of service provided the Buyer must immediately inform the Service Provider.
7. Buyer may validate the registration from e-vahan portal for authenticity of the vehicle proposed by the service provider.
8. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long-term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall

price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

## 7 Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analysing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ deduction on either party.

### 7.1 Logbook

1. The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the buyer. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.

### 7.2 Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.

2. The Service Provider shall maintain a compliant register in the vehicles for the complaints by the passenger travelling in the vehicle.

## 8 Deductions

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such deductions and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Deductions			Remarks
			1 <sup>st</sup> instance	2 <sup>nd</sup> instance	3 <sup>rd</sup> instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 10% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Deduction of 3% of particular monthly vehicle hiring cost	Deduction of 5% of particular monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
4	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 8% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
5	Breakdown of vehicle during trip (replacement provided)	Replacement provided within to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a deduction of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
6	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Deduction of 1% of monthly vehicle hiring cost	Deduction of 2% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
7	Misbehaviour by driver/ unacceptable behaviour by driver	Any instance	Deduction of Rs. 1000	Deduction of Rs. 2000/-		After 2 <sup>nd</sup> instance, the service provider will have to replace the driver

8	Driver in intoxicated state	Any instance	Deduction of Rs. 2500/-	After 1 <sup>st</sup> instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.
9	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Deduction of Rs. 500/- Deduction of Rs. 800/- Deduction of Rs. 1000/-	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.

## 9 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

### 9.1 Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider.
3. The price quoted shall cover all aspects of service delivery.
4. Nonetheless, any charges borne by the Service Provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.

### 9.2 Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice.

### 9.3 Payment Process

1. Payment shall be made only after submission of invoices, non-submission of the same may lead to delay/ deduction in payment.
2. All the deductions/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
3. Payment will be made through bank transfer/ online payment mode only and in no circumstance cash/ cheque payment will be made.

## 10 Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

1. Amendment of the Contract after event of Force Majeure: In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
2. Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

□ Variation of the Contract as per both parties' consent: The variation in the contract can be done through the following, however, the variation put together shall not reduce or exceed 25% of contract value:

1. Increase or decrease in the quantity of vehicles
2. Increase or decrease in duration of contract

## 11 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any deductions or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
2. Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

□ Breach of SLAs: The contract may also be terminated if i) the cumulative deductions rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

### Calculation Formula for the Service

$\$total = \$quantity * \$cost * \$duration\_in\_months$

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

$\$cost$  = Monthly Base Fare (Per package) inclusive of GST

$\$duration\_in\_months$  = Duration in Months

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

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

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance With Motor Vehicle Act : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00

## आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

- 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.
- 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.
- 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.
- 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.
- For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers scope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

## 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:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. 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 JAGANNATH AREA

payable at

TALCHER

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 Banker's Cheque in favour of

MCL JAGANNATH AREA

payable at

TALCHER

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.

#### 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 JAGANNATH AREA

payable at

TALCHER

. 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 JAGANNATH 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

1.

<b>Description of work</b>	<b>Bid Estimated value (In Rs.)</b> <b>(Total Value including GST @ 18%- ITC available to MCL)</b>	<b>Period of Completion</b> <b>(In Days)</b>
<b>"Hiring of a Mahindra Bolero camper / Tata Pick up or equivalent cabin (seat 4+1) and minimum 1 (one) Ton Load capacity in rear load body for 24 hours non-shift duty (02 drivers), max run 4260 km/month for use at Ananta OCP, Jagannath Area for 682 days in 02(two) years."</b>	<b>Rs. 3258983.00</b>	<b>730 Days</b>

2. The Vehicle will normally be engaged for 12/ 24 (non-shift duty)/24 (shift duty in mines) hours a day with engagement of 01 (with staggered rest)/02 (with staggered rest)/03 drivers respectively.
3. The first date of registration of the vehicle(s) accepted in this tender: on or after Dt. 03/06/2021.
4. Mileage/ average of KM/Litre applicable for required type of vehicle is 11.
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.**

6. 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.
7. 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.
8. 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.**

9. 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.
10. The interior of the vehicle should be maintained in clean and hygienic condition.
11. 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.

12. **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.

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 behavior 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. **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.

25. The Contractor and Driver of the vehicle will have to maintain phone connection and Mobile for easy access.

26. 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.

27. The contractor shall keep adequate number of vehicles for satisfactory execution of the work.

28. 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.

29. 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.

30. 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.

31. Vehicle will run inside the state of Odisha.

32. Vehicle should always be in an excellent running condition, with spare wheel (stepney) & tyres should be in good condition & exterior paintings not defaced.

33. The vehicle should run only on the diesel/petrol& not on gas or kerosene.

34. The driver should be in white dress at the cost of contractor.

35. Seats of the vehicles must be covered with clean & white Turkish towels.

36. 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.

37. Music system of the vehicle should be in working condition.

38. Driver of vehicle should keep his mobile phone switched off, while driving the vehicle.

39. The driver of the vehicle should not be in drunken condition while on duty.

40. The contractor will supply the vehicles on Sundays & holidays also, if required, at the same rate and terms and condition.

41. 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.

42. 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.

43. 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

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

44.1 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:

$$V_L = W \times \frac{A}{100} \times \frac{L - L_0}{L_0}$$

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-44.11.

$A$  = Component of Labour expressed as percentage of total value of work is 41.92.

$L_0$  = 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  $L_0$  during the period to which the escalation/de-escalation relates.

44.11 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.

44.12 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.

44.2 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:

44.21: 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.

44.22: 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.

44.23: 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:

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

**Vf** = 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.

**F<sub>o</sub>** = Base price of petrol/diesel, applicable to the place of work as taken in the approved estimate which is equal to 96.05.

#### 44.3 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.

45. 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.

#### 46. 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 46(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.