

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-05-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-05-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Coal India Limited
संगठन का नाम/Organisation Name	Northern Coalfields Limited
कार्यालय का नाम/Office Name	Ncl Singrauli Madhya Pradesh
वस्तु श्रेणी /Item Category	Monthly Basis Cab and Taxi Hiring Service - Without Fuel - MUV; Mahindra Bolero Camper, Isuzu Dmax, Mahindra Imperio; The offered vehicles should not have completed 3 years from the date of its first registration from RTO at the time of last date of ..
अनुबंध अवधि /Contract Period	2 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
अनुमानित बिड मूल्य / Estimated Bid Value	7924729.4
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	49600

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	27

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

General Manager (E&M)

NCL Singrauli Madhya Pradesh, COAL INDIA LIMITED, Northern Coalfields Limited, Ministry of Coal (Hariohm)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

2. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Bid Submission Confirmation Sheet - [1777104975.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work:[1777105022.pdf](#)

Payment terms:[1777105030.pdf](#)

Eligibility Criteria:[1777105036.pdf](#)

Any other document required from seller:[1777105041.pdf](#)

Monthly Basis Cab And Taxi Hiring Service - Without Fuel - MUV; Mahindra Bolero Camper, Isuzu Dmax, Mahindra Imperio; The Offered Vehicles Should Not Have Completed 3 Years From The Date Of Its First Registration From RTO At The Time Of Last Date Of .. (3)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	MUV
Type of car	Mahindra Bolero Camper , Isuzu Dmax , Mahindra Imperio
Year of Vehicle Model	The offered vehicles should not have completed 3 years from the date of its first registration from RTO at the time of last date of submission of bid
Vintage in KM	Less than 100000 kms
Air Conditioning	A/C

विवरण/ Specification	मूल्य/ Values
Engagement Hours per Day	24
Fuel to be provided by Buyer	To be reimbursed to the Service Provider as per actual consumption.
Driver Required	Yes
Type of Terrain	Plain and Hilly
Fuel type of vehicle	Diesel
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Hariohm	231220,OFFICE OF STAFF OFFICER (E&M), GM'S OFFICE, KRISHNASHILA PROJECT, BINA	3	<ul style="list-style-type: none"> Estimated KMs to be traveled in a month : 4500 Duration in Months within the Contract Period : 24

Monthly Basis Cab And Taxi Hiring Service - Without Fuel - MUV; Mahindra Bolero Camper, Isuzu Dmax, Mahindra Imperio; The Offered Vehicles Should Not Have Completed 3 Years From The Date Of Its First Registration From RTO At The Time Of Last Date Of .. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	MUV

विवरण/ Specification	मूल्य/ Values
Type of car	Mahindra Bolero Camper , Isuzu Dmax , Mahindra Imperio
Year of Vehicle Model	The offered vehicles should not have completed 3 years from the date of its first registration from RTO at the time of last date of submission of bid
Vintage in KM	Less than 100000 kms
Air Conditioning	A/C
Engagement Hours per Day	24
Fuel to be provided by Buyer	To be reimbursed to the Service Provider as per actual consumption.
Driver Required	Yes
Type of Terrain	Plain and Hilly
Fuel type of vehicle	Diesel
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Hariohm	231220,OFFICE OF STAFF OFFICER (E&M), GM'S OFFICE, KRISHNASHILA PROJECT, BINA	1	<ul style="list-style-type: none"> Estimated KMs to be traveled in a month : 4200 Duration in Months within the Contract Period : 24

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

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. 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.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

NCL Krishnashila Project
Account No.
650301010050049
IFSC Code
UBIN0565032
Bank Name
Union Bank Of India
Branch address
Bina, Sonbhadra (UP)-231220

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

5. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

Scope of Work

Work description: "Hiring of 04 Nos. Diesel Covered utility vehicle with A C with UP and MP taxi permit and MP or UP registered only for 24 Hrs per day operation (03 Nos. plying mostly inside of mines and 01 No. plying outside mines as well as inside mines) for 730 days (2 Years) at Krishnashila Project."

1. The vehicles to be deployed should not be more than three years old in case of light vehicles (Cars/ Jeeps/ Utility Vans) from the date of its first RTO registration, on the last date of submission of bid.
2. Reimbursement of fuel cost shall be done on actual running of the vehicles on the basis of below mentioned fuel efficiency and prevailing Local market fuel price, subject to production of documentary evidence. GST will be dealt as per prevailing GST rules / Act.
3. Reimbursement of Toll-Tax, Entry Tax, Parking expenses shall be done as per actual subject to production of documentary evidence. GST will be dealt as per prevailing G

ST rules/ Act.

4. Trained and minimum 5 year experienced driver's needs to be deployed in the vehicles.
5. All the drivers must be VTC trained.
6. Changing driver during the contract must be with the permission of Officer-In-charge.
7. Seat Belt must be installed for every seat of the vehicles.
8. Global Positioning System (GPS) must be installed in deployed vehicle and the access of the same should be given to the Engineer/Officer-In-Charge of the vehicle.
9. Counselling of Drivers after every 3 months.
10. For 12 hours there will be 1 driver and for 24 hours there will be 2 drivers.
11. Fitness of vehicles must be validated after every 3 months.
12. In case of any dispute, warning will be issued to the owner and after 3 warnings, contract may be terminated.
13. After every 1 year drivers must be sent for refresher training course.
14. Authorization to the vehicle drivers/Khalasi/passengers will only be allowed after the competent authorization of mine managers.
15. A SOP will be formulated by concerned Tender Inviting Authority which will be displayed in the bus and which will be mandatory to follow that SOP by bus operator and passengers.
16. Apart from transport rules, the vehicle will be operated as per the guidelines of Regulation-109 of CMR(Transport rules) (Copy Enclosed)
17. The vehicle will have to be made available if required for all the calendar days of the month including Sunday. Hire charges payable for engaging the vehicle on Sunday/holiday if required will be the same as that for normal working days.
18. The Contractor will have to submit the following valid documents at the time of deployment of the vehicle and will have to get the same verified by Light Vehicle Section, before the deployment of the vehicle.
 - a) Vehicle Registration Card (RC) of the vehicle to be deployed.
 - b) Valid Fitness certificate of the vehicle to be deployed.
 - c) Valid Taxi/Route permit of the vehicle to be deployed.
 - d) Valid first party comprehensive insurance of the vehicle to be deployed.
 - e) Valid Pollution certificate of the vehicle to be deployed.
 - f) Valid Driving License (minimum five years old) of minimum 01 No. driver (for 12 hours) and minimum 02 Nos. drivers (for 24 hours) with address.
19. The Contractor/Transporter will arrange accommodation for his/her staff at his/her own cost.
20. Vehicle shall be kept washed, cleaned and in excellent running condition, failing which the vehicle will not be engaged on duty. No payment will be made for such period.

No payment will be made for KM run, for repair/ maintenance of the vehicle and also for the period during which the vehicle will be under repair/ maintenance.

21. The Contractor must ensure that no legal/police case against the vehicle or Driver or its substitutes or owner of the vehicle is there.
22. Any damage caused to the user or to the company's property or any other third party shall have to be compensated by the tenderer/contractor.
23. The outstation journey will be treated as normal duty for vehicles engaged on monthly basis. No additional payment will be made for out station duty.
24. The speedometer and milometer of the vehicle must be in working condition always. Whenever it is not in working condition, the vehicle will be treated as out of service till such time the same is not put in working order.
25. **Accidents:** - It is an unlikely situation, but in case of an accident of vehicle hired, no claim on account of damage to the vehicle, driver or damages to any third party shall be admissible by NCL. The liability of any such damage/loss will be of the tenderer/contractor and NCL shall in no way be liable for any such loss or damage.
26. The Driver should use safety wears while moving in mine area. Driver should wear the dresses as per driver's norms. Safety wears and dresses are to be provided by the contractor. Driver should always possess Identity card which will be provided by the firm after getting his credentials verified by NCL.
27. Compliance of all statutory provision of State/Central including safety rules in mines and other company rules should be adhered to.
28. (i) All daily entries of the log book of the vehicle shall be made by the driver of the vehicle and the same shall be signed with date and time by the authorized officer with name and designation. The driver will produce the log book to the vehicle Incharge for verification at the end of every month.

(ii) The driver will not be allowed to carry any unauthorized persons or material other than authorized persons. It will be the responsibility of the successful tenderer.
29. Drivers engaged by the contractor should be paid as per the minimum wages, PF, Bonus etc. applicable from time to time.
30. (i) The contractor will be responsible for meeting all statutory obligation like registration of vehicles, road tax, fitness and comprehensive Insurance permit etc. of the vehicle. Party will also obtain permission for running the vehicle on hire basis from R.T.O.

(ii) The party will be responsible for meeting & complying with all statutory obligation of their Driver, Khalasi or their staff with regard to payment of salary/wages, bonus, overtime, P.F., Gratuity, compensation and leave etc. as provided in various labour laws of Central/ State.
31. The contractor will be responsible for any legal action by Police/RTO.
32. The contractor shall comply with all the provisions of motor vehicle Act, 1988 rules, guidelines etc. of central/state Govt.
33. The contractor / transporter has to keep the documents like road permit/valid tax, fitness to ply on road, insurance etc valid and updated regularly throughout the entire contract period.
34. In case the vehicle is detained by R.T.O. or any other state authority for any reason; the contractor/transporter shall make alternate arrangement without any financial im

plication to NCL. For the above reason i.e. in case where vehicle is detained or taken into custody by RTO or any other state authority if any liability arises to NCL, same shall be met by the contractor/transporter and contractor/transporter shall further undertake to keep NCL is not made liable to pay any amount towards any losses, penalty etc. The same shall be recovered from the bills of the contractor/ transporter and the contractor/ transporter shall not make any objection.

35. **Fuel efficiency:-** The fuel efficiency will be as under:-

Vehicle	Average Fuel Efficiency
Innova/Tata Safari/equivalent	10 Km/ Ltr
Camper/Xenon/Utility Van/equivalent	11 Km/Ltr
Scorpio/Xylo/Tavera/equivalent	11 Km/Ltr
Bolero or equivalent	12 Km/Ltr
Indigo/Etios/Swift Dezire/equivalent	14 Km/Ltr
Indica/equivalent	18 Km/Ltr
32 Seater AC Bus	4.0 Km/Ltr
52 seater AC Bus	2.0 Km/Ltr
Truck 10 Tonne Max. Carrying Capacity	3.5 Km/Ltr
Truck 6 Tonne Max. Carrying Capacity	7.0 Km/Ltr
PT Ambulance	12.0 Km/Ltr
BLS Ambulance	10.0 Km/Ltr

The contractor should ensure availability of fuel for running at least for 250 KM at any time of the day in the vehicle.

36. Payment :

(i) The payment will be made within 30 days after receipt of bill. The contractor shall raise the monthly bill and submit the same to the controlling officer of the vehicle of the project/unit. The payment will be made through bank account, for which agency will have to furnish their bank account details.

Paying Authority: AFM, Area/Unit.

(ii) The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:

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

37. Deduction for non-availability:-

a) In case of any breakdown, servicing of the vehicle, maintenance of the vehicle, proper substitute of the vehicle to the Management's satisfaction will be provided by the agency immediately without any extra charge, failing which NCL management will recover the additional amount due to hiring from alternative source in addition to the deduction of rental charge for the break down period. All the documents and conditions, applicable on the original vehicle, will have to be adhered by the substitute vehicle.

b) Availability of the vehicle at the time of need by demanding officer must be ensured. Routine checkup/daily maintenance of the vehicle should be done by the owner during ideal time/hours, pre-arranged after discussion with user.

38. Contractor must be the owner of the vehicle or a power of attorney holder of the vehicle or holder of authorization to run the vehicle under contract period.
39. Company's authorized representative/Light Vehicle In-charge shall have the right to inspect the vehicle at any time without notice.
40. The contractor shall keep the vehicle insured against fire, theft, injury, accident and also 3rd party risk under comprehensive Insurance and punctually pay each premium as and when the same shall become due, copy of which may be submitted within 03 days to NCL.
41. Company shall not be responsible / liable for any loss, injury or theft during working/contract hours of the engagement of the vehicle.
42. The owner shall not use the vehicle under contract for other purpose during existence of contract without written consent of the company.
43. Notwithstanding anything contained herein above, if the contractor fails and/or neglects to carry out any of the terms of the agreement thereby commit breach of the contract, the company shall have the right not only to terminate the agreement and ban the firm as per Guidelines for banning of business but also bring the dues of the contractor at its disposal after adjustment of company's dues, loss and damages, if any, suffered by the company due to such breach on the part of the contractor.
44. After issuance of GeM Contract to proceed with the work, the contractor shall enter into and execute contract agreement (for the awarded value above Rs.10 Lacs) in the company's prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Required number of sets of contract document/agreements shall be prepared by the contractor at their

own cost and signed by both the parties. One set will be supplied to the contractor and the other copies will be retained by the company which shall be distributed to the concerned departments.

45. The smoke emission from vehicles shall be as per norms laid down by Motor Vehicle Act which is subject to change from time to time. Nonconformity to the above specified limit of smoke emission may lead to imposition of suitable penalty. Re-occurrences of the incidents of non-conformity may also lead to termination of the contract of the vehicle.
46. After successful operation and satisfactory performance, the hiring of vehicle may be extended, on mutual consent of the company and the contractor, for further duration as the case may be at the same rate, terms and conditions.
47. NCL reserves the right to terminate the contract any time without assigning any reason thereof.

48. Penalty Clauses (Other than those specified in the NIT)

(In case of conflicting provisions this penalty clause for vehicles will supersede those detailed anywhere in NIT)

i) Breakdown shall be attended by the contractor immediately and penalty equivalent to the hourly rate [Hiring cost per day/(12 or 24 hrs. as the case may be)] shall be imposed for the breakdown period, if it exists for more than 4 hours and suitable substitute is not provided.

ii) In the event of breakdown, needing repair time beyond four hours and suitable substitute (equivalent) vehicle is not provided by the contractor within 24 hours, NCL may hire alternative vehicle and shall recover the expense from contractor's bill. In case of major breakdown/ beyond repair of vehicle, contractor/vendor must deploy equivalent vehicle within 10 days of breakdown of vehicle, failing which work order may be liable to be terminated.

iii) The substitute vehicle provided by the contractor needs to fulfill all the statutory requirements as well as the requirements as per the NIT/contract. Final discretion of acceptance of the substitute vehicle will be of the Work Order/GeM Contract issuing Authority with the approval of competent authority.

iv) In no case the vehicle availability should be below 95% in any calendar month. For availability below 95% in any calendar month proportionate deduction will be made at double the hiring rate for total shortfall.

Vehicle availability shall be calculated as under:

Availability = (Actual working hours worked by the vehicle in the calendar month without OT hours) / (Total working hours in the month as per contract without OT hours)

49. Escalation Clause :

The successful tenderer will have to pay the wages to the driver and Khalasi as per the latest wages as circulated by the Central government (as applicable in the state). Base rate for the wages of the driver and Khalasi will be the minimum wages for skilled workers and Unskilled Workers respectively of the central government (as applica

ble in the state) on the end date of bid submission. Any increase/decrease in the minimum wages of central government (as applicable in the state) with respect to this base rate will be reimbursed with / deducted from the contractor`s running bill.

50. In case of any interpretation of any clause, the interpretation of the General Manager (E&M)/HOD/GM(P/Admin)/GM(Projects) (as the case may be) shall be final and binding.

Note:

- a)** The bidder has to quote the amount for the fixed charges (including cost of driver(s), insurance, repairs & maintenance etc.) for 12 hrs/24 hrs per day (as the case may be) availability of service (including provision for relievers etc).
- b)** The bidder shall arrange accommodation for his staff at his own cost.
- c)** Driver(s) (Skilled Manpower) is to be provided by the contractor.
- d)** The firm has to pay drivers deployed as per the minimum wages circulated by central government, as applicable in MP or UP (as applicable) for the vehicle being used in the state. The firm has to take all the incidental charges into account.
- e)** The firm shall comply with all the rules and regulations relevant to supply and running of Vehicle as stipulated by RTO authorities and other Government authorities. The firm shall comply with all local/municipal laws and statutory rules including comprehensive insurance of the vehicle as applicable and will indemnify the bank against all actions, claims, suits etc for non-compliance of laws.
- f)** The firm should have a contact point for 24 hrs and the telephone/mobile numbers of the concerned shall be given to the user official. In addition, the firm should make dedicated arrangement to ensure that vehicle should report on time and is kept clean at all the time in general & in morning & evening in particular. Drivers and Khalasis should be medically fit and their antecedents should be verified by the police.
- g)** The driver should be provided with a reliable mobile connection for communication and its capital/recurring cost shall be borne by the contractor.
- h)** The vehicle must be kept clean and periodically serviced and general upkeep to be ensured.
- i)** NCL endeavours to provide rest room but primary responsibility to provide rest room/change rooms or meals to the drivers will be of the firm. The driver will be staff of the agency and NCL will not be responsible for violation of any rules /regulations in this regard. NCL will not be responsible in any way for the driver`s injury, disablement or loss of life due to an accident while on duty.
- j)** As the drivers are the employees of the bidder concerned, they should comply with local laws and provisions relating to their employment with their agency concerned. The NCL will not be liable for their non-compliance.
- k)** The drivers should have a valid driving license which should be produced by them as and when demanded by the NCL`s Officials and / or Traffic / Govt. authorities. The driver should be medically fit and should be conversant with the routes and places in NCL and around. The renewal of the driving licenses etc will be the responsibility of the agency.

- l)** The agency shall change the driver and/or Khalasi, if not found suitable or desirable by the NCL's official and make immediate arrangements to provide a substitute. If the driver is unable to attend or proceeds on leave or whatsoever reason, the agency shall provide substitute without delay. Needless to mention, all such drivers should also be medically fit and antecedents verified by police.
- m)** The driver will comply with the orders given by the NCL's authorized official/s, or any other responsible functionary of the NCL regarding safety and security when the Vehicle is in the NCL's premises. The drivers should be in uniform provided by the firm/ agency, neatly dressed, courteous and obedient.
- n)** The agency should maintain a record of the running of the Vehicle on a daily basis which should be authenticated by the NCL's designated official on the log sheet. The driver should ensure that the log sheet, toll / parking receipts are signed on daily basis. If any of these receipts are not countersigned by the authorized official/s, NCL will not pay those charges. Random checking by the LV Department will be carried out on regular basis.
- o)** In case the Vehicle breaks down on the way or found missing from duty, the agency will have to make alternative arrangements immediately. For the period , till arrangements are made, charges will not be paid and penalty will be imposed.
- p)** The agency will do suitable periodical maintenance to avoid break downs in case of failure to do so, the NCL reserves the right to impose penalty on the agency. On repetition of such incident to the extent, NCL may reject the Vehicle or terminate the contract of the agency /company. In the event of replacement of the vehicle provided for unavoidable reason the authorized make/model of vehicle should be provided with prior intimation to the authorized official and in consultation with LV Department. In addition to maintenance required as & when , periodical maintenance/ service, prescribed by the manufacturing company of vehicle/ equipment's/ instruments / apparatus shall be carried out by the bidding firm and proper record thereof will be maintained. Such record will be produced before the NCL official, as & when required.
- q)** Whenever the authorized official so directs, the vehicle will report to the LV Department. The vehicle provided will be covered by comprehensive insurance at the cost of the agency. The NCL shall not be responsible for any damage to the vehicle and compensation to anyone in the event of injury/disablement or loss of life as a result of accident.
- r)** The agency shall indemnify NCL against any damage/ loss out of accident caused by the vehicle. All applicable taxes inclusive those of passenger tax, road tax and permit charges etc. will be borne by the agency.
- s)** The Agency will be paid monthly Hiring charges which would include per month cost of the vehicle and other charges as mentioned above. The fuel charges as per actual usage with toll / parking will be paid as per actual.
- t)** The firm should ensure and confirm to the NCL that all the drivers provided at Vehicle are paid salary and benefits due to them as per "Minimum Wages Act" and other labour laws laid down by the Government.
- u)** In case the contractor obtains financial assistance from any institution, organization and bank, NCL will not be responsible/ liable to meet the repayment of loan installments to the lender. The financial repayment responsibility of all such

h loans if any will solely lie on the contractor.

v) Physical dent, paints or damage to the Vehicle due to any reason during the tenure of the contract should be rectified promptly so as to maintain decent look of the vehicle and proper functioning during the hired period. Failure to comply would enable NCL to reject such Vehicle for any further period of the Contract.

w) **Repairs and Maintenance:** All repairs and maintenance will be the sole responsibility of the firm/ agency/ company. The agency / company have to ensure that the Vehicle is periodically maintained and kept in good condition and functional.

49224 NIC code for MSME EMD exemption will be considered, All other terms and conditions are as per company norms.

6. 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.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless

otherwise allowed by the applicable GeM GTC.

13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---