

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	08-06-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-06-2026 17:30:00
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	Western Coalfields Limited
कार्यालय का नाम/Office Name	Wcl Nagpur Maharashtra
वस्तु श्रेणी /Item Category	Custom Bid for Services - Hiring 2 School Bus 32 plus1 seater 12 Hrs basis with provision of 1driver and 1 conductor with intermittent rest Avg 160kmpd fuel cons 7kmpl working Max 520 days for 2 academic sessions for CHA WCL Off
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> • Bus Hiring Service - Regular Basis
अनुबंध अवधि /Contract Period	2 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) *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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू 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 विवरण/Bid Details	
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	4
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 निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	6535526
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	40900

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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 :

Area Finance Manager
WCL CHANDRAPUR MAHARASHTRA, COAL INDIA LIMITED, WESTERN COALFIELDS LIMITED, Ministry of Coal
(Area Finance Manager)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

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

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. 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.
2. 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.
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 :

BOQ32 - [1779534044.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1779534108.pdf](#)

Payment Terms:[1779534116.pdf](#)

GEM Availability Report (GAR):[1779534129.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1779534134.pdf](#)

Custom Bid For Services - Hiring 2 School Bus 32 Plus1 Seater 12 Hrs Basis With Provision Of 1driver And 1 Conductor With Intermittent Rest Avg 160kmpd Fuel Cons 7kmpl Working Max 520 Days For 2 Academic Sessions For CHA WCL Off (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring 2 School Bus 32 plus1 seater 12 Hrs basis with provision of 1driver and 1 conductor with intermittent rest Avg 160kmpd fuel cons 7kmpl working Max 520 days for 2 academic sessions for CHA WCL Off
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
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
--	----

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	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	J. Rajesh	442403,Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403	Project / Lumpsum Based	N/A

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

1. Generic

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. Forms of EMD and PBG

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

WCL WARDHA VALLEY AREA

payable at

State Bank of India AC No: 11014449824; IFS Code:SBIN0000346; SBI Kasturbha Road Chandrapur

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.

3. 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

WCL WARDHA VALLEY AREA

payable at

State Bank of India AC No: 11014449824; IFS Code:SBIN0000346; SBI Kasturbha Road Chandrapur

. 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.

4. 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.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. The documents uploaded should be clear and legible. Conditional offers will not be accepted.
2. The rate should be quoted inclusive of all incidental charges to be paid to the Government

- authorities, wages of the Drivers crew and maintenance charges, lubricant, etc. Vocational Training and Initial Medical charges for drivers shall be paid by the bidder.
3. The Drivers should be an authorized License holder to drive the vehicle as per RTO NORM S.
 4. Hired vehicle shall be parked as per instructions of controlling officer.
 5. No Diesel/Lubricant shall be issued from our Company. Cost of Diesel would be reimbursed on monthly basis. As per Standard average/millage of NIT.
 6. Preference will be given to Land owners of WCL, Chandrapur Area.
 7. The rates to be quoted separately for each job. Evaluation of lowest bidder for each job shall be on the basis of individual job value.
 8. Bidder should ensure that Hiring charges inclusive of Govt. Minimum wages, PF @13% on basic + DA, @8.33% on basic or as per government rules and regulations etc..
 9. Extension period of existing contract against the same Surveyed off vehicle will be deducted / adjusted from the new contract.
 10. **The vehicle offered / ownership of vehicle should not be older than 3 years from the date of first registration (RTO) as on the date of opening of bid.**
 11. Period of Contract/Completion of Work: Initially vehicle will be hired for 520 days for two years (260 days per year approx).
 12. Commencement of work: - Within 10 days from the date of issue of Letter of Intent/Work Order, whichever is earlier.
 13. Validity period of rates quoted is 120 days from the date of opening of the tender price bid or revised price bid.
 14. The Performance Security (first part of Security deposit) should be 5 % of Annualized contract value and should be submitted within 21 days of issue of LOA whichever is earlier.
 15. **All running on account bills shall be paid at 97%. The balance 3% shall be treated as retention money and will be second part of Security deposit.**
 16. The EMD/ Bid security deposited by Successful bidder shall be returned after submission of performance security. The Earnest Money/ bid security deposited may be adjusted against the security deposit (Performance Security) at bidder's option.
 17. Copy of PAN card, GST registration certificate, work order copies / experience certificate, firm registration/ partnership deed & power of Attorney in case of firm & vehicle RTO papers etc. to be uploaded online in single pdf format.
 18. Only trained manpower at WCL, VTC shall be engaged on the job.
 19. In the case of Vehicle deployment in Mine premises, drivers of deployed vehicles should be undergoing vocational training & Initial Medical Examination before deployment in Mine premises as per Mines Act.
 20. Any circular / guidelines issued by State / Central Govt. and High Court / Supreme Court to be complied if any.
 21. PAPs can also participate in this tender as per Instructions in NIT in GeM portal only.
 22. Bidder should read NIT carefully for Earnest Money, Performance Security and Additional Performance Security Deposit as per details given in the NIT.
 23. The bidder should be in a position to provide minimum **100%** of a tendered requirement of each category of vehicle(s) for which this bid has been issued. Tendered "quantity / requirement" for item wise format of BOQ shall be considered as the quantity indicated against "each tendered item" in the NIT. (Bidder should carefully read regarding the amended clause 7(v) of standard NIT for hiring of vehicle vide Letter Ref. No. NGP/WCL/E&M/WGM/2022/4997 Dtd.05.12.2022)
 24. Bidder should read complete Tender document attached herewith before uploading the bid.
 25. Hired vehicle should be deployed as per the Maharashtra State RTO rules and regulations and necessary permit and other statutory requirement as per RTO norms shall be provided during the deployment of hired vehicle in emergency for outstation duty in other state.
 26. **Bidder has to quote rate as per GeM interface i.e. Total value per Job. (Lumpsum Cost of Service in totality)**
 27. **Bidders offer will be rejected if the Price Break up is Uploaded/disclosed in the**

Technical Bid/Documents. (Applicable for II cover bid)

28. If the number of Bids received online is found to be less than three on the end date of bid submission then the bid submission end date and Bid opening date will be extended for a period of four days.

29. Vendors should ensure LMV will be provided with colour flag of adequate height, so that they could be seen by the dumper operator even from a distance of above 15 m. If Light Motor Vehicles are operated, after day light hours, they shall be fitted with beacon lights / visible indicator, so that the vehicle can be seen during fog/dusty atmosphere within mines premises.

30. In case of services bids, if the multiple L-1 bidders have quoted the lowest allowed price for that

service, Buyer shall place the contract by selection of a bidder amongst the L-1 bidder through a random Algorithm executed by GeM system.

SPECIAL TERMS & CONDITIONS FOR HIRING OF VEHICLE

AS PER NIT

1. Engagement:

The vehicles shall be used for official work for 24 hours and have to travel anywhere, without any restriction on kilometer run per day and / or per month, in entire Maharashtra and M.P., (Mine premises, city, outstation duties) as per requirement, including Sundays and Holidays and have to be stationed at the office or premises or the place as directed by the controlling authority or his representative. General duty pattern (a) mostly 12 hours of extended single shift per day / or 2 shifts of 8 hours each per day / or 2 extended shifts of 12 hours each per day and / or 3 shifts of 8 Hr. per day. Average run of the vehicle will be as per requirement of the company's work.

2. Requirement of additional vehicles:

The current requirement is based on the present work in hand. However, the number of vehicle(s) may be subsequently increased or reduced up to 10% (next rounded off) of the ordered numbers of total vehicles, depending on the emergent need of the Company, but with due approval of competent authority. Therefore, the Company reserves the right for requisition of additional similar vehicle(s), as and when required, at the same rates and terms and conditions after competent approval. All payment will be made on pro-rata basis of actual days of deployment of such additional vehicle(s).

3. Possession of the vehicle(s):

In case of E-vehicle service provider has to deploy fully charged vehicle daily. The vehicle(s) and driver(s) shall be exclusively placed under the control of controlling officer/ or his authorized representative and it shall not be moved elsewhere without permission of the concerned controlling Officer.

4. Proper Log book:

Proper Log Book shall be maintained by the driver regarding odometer readings, in & out time, running K.M. duly counter signed by the controlling authority / user of the vehicle. The Log Book has to be maintained for each vehicle separately.

5. Provision of Driver:

The contractor will provide the vehicle(s) along with driver(s) possessing a valid driving license. The driver should be experienced, skilled, literate, courteous, well behaved and a man of character. The driver should not be under influence of alcohol or any type of intoxication or drugs whatsoever. While driving he should

keep his mobile phone in silent/vibration mode. The driver shall report to duty as per the requirements of the Company. The contractor has to follow the labour laws/ relevant laws in regard to weekly off, wages, etc. to the Driver. If behavior of the driver(s) is (are) not satisfactory, Officer-in-Charge shall have the right to ask the contractor to replace the concerned driver within 48 hours. The drivers shall be provided with uniform and adequate money to meet the expenses during the period of journey, by the contractor. Accommodation/social need for the driver is to be arranged by the contractor.

6. Replacement of vehicle(s):

The contractor may request offline for change of vehicles to be deployed by him at any time at his option as follows:

I. In case the contractor is a proprietor/ Travel Agency/JV firm/Partnership firm: the contractor may deploy any other vehicle(s) of same class of the same or lower age than the originally offered vehicle(s) after taking approval from competent authority with valid reasons.

However, 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 (are) not accepted by the department then the bidder has to deploy the originally offered vehicle(s).

7. Maintenance /Repair of vehicle:

The contractor shall at his own cost, arrange for all materials, manpower, spare, tools, tackles etc. and regular checking / maintenance / repair of the vehicle and keep it in good and safe condition at all time. During the period of vehicle maintenance and/or repairs, fuel and/or engine oil will not be provided by the Company in any case. For the routine repair and maintenance of the vehicle, one day off in a month for each vehicle may be provided as per the convenience of the company for the contractor to provide substitute vehicle of equivalent capacity.

8. In case of breakdown:

The contractor shall provide replacement vehicle(s) immediately (within 12 hours) after receiving breakdown information of the engaged vehicle of any nature at any place of working. No payment of hiring charges shall be made if vehicle is not provided for that particular period and in the event of such happenings, it shall be binding for the contractor to provide substitute vehicle of equivalent capacity for the break down period, in good condition and with requisite documents.

9. Penalty:

9.1 In case the contractor fails to provide a vehicle for a particular period(s)/runs the vehicle without valid RTO permit, RTO Registration, Comprehensive Insurance of Vehicle, Valid Driver License and Fitness Certificate, he will not get the hiring charges for that period and additional penalty @20% of Hiring charges on hourly basis (pro rata on daily hiring charges) will be deducted from his bill for the period of absence from duties.

9.2 In the event of the contractor failing to provide the vehicle(s) on time and the company going in for hiring of another vehicle(s) from outside agency to adhere to the time schedule of the Company's work, the difference in amount to be paid to the outside agency and that of the contractor under the hiring contract, will be deducted from the bill(s) submitted by the contractor. But if such expenses incurred by the department are less, the difference shall not be paid to the contractor. This will be in addition to penalty deducted under clause 9.1 above.

9.3 If the Company suffers any loss on account of damage to its property, due to any failure on the part of contractor or due to any act or omission or commission on the part of his representative/employees or from the vehicle of the contractor, the value of the same as assessed by the company, shall be recovered from the contractor's bill/security deposit. The decision of the company in this regard shall be final and binding to the contractor.

10. Compensation, in case of accident:

The Company shall not be responsible for payment of any claim or compensation of any kind to the Contractor, its driver or any other third person/party/agency against claim or compensation of any nature whatsoever, arising out of any accident or any other unlawful act of the driver and due to fitness of the vehicle(s). The party shall be exclusively responsible for such payments of compensation, if any.

11. Compliance with statutory provisions:

The contractor shall familiarize himself and fully comply with the provision of all the Acts/Rules/Regulation/By-Laws and orders of the Local authorities/Municipality/State Govt./Central Govt./DTO/RTO 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, etc. arising out of the same. Whenever the Company asks for documents related to labour laws to contractor, or other related documents, the contractor shall provide it to the Company in reasonable time.

12. Payment & Reimbursement:

12.1 Payment will be made on monthly basis after certification of bills along with documents such as copy of valid RTO permit, labour certification, copy of log book & fuel reimbursement and depending upon no. of days and availability of vehicle within month after submission of bills.

12.2 Entry Tax/Border Tax/Temporary Permit/Toll Tax /Parking Charges, if any, within the station / outstation / 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.

12.3 All other charges (including GST) to run the vehicle have to be borne by the contractor.

12.4 There shall be no increase in the contract rate of the vehicle(s) during the entire period of the contract.

12.5 No fuel / Lubricant shall be issued from our company. Cost of fuel would be reimbursed on average monthly basis. Minimum acceptable fuel consumption rate (@) will be as per approved norms.

In case of E- vehicle: - The vehicle which can run minimum 250Kms/complete Charging. Charging arrangement with Charger for the vehicle will be provided by the service provider. Suitable place and electricity will be provided by the WCL without any additional cost. Service provider has to maintain and submit record for daily charging electrical units for the each vehicle.

During outstation duty of E-vehicle, charging cost of the vehicle will be reimbursed by the Company subject to the production of documentary evidence, duly signed by the controlling officer if as per the contract charging cost is born by the company.

12.6 For reimbursement of fuel cost, the average fuel rate for the whole month will be applicable as per rate of fuel at nearest fuel station.

13. Night Halting charges: O.T. and Night Halt charges will not be paid for Mine premises. However, for outstation duties only night halt charges will be applicable @Rs. 100/Night.

14. In the case of Vehicle deployment in Mine premises, drivers of deployed vehicles should be undergoing vocational training & Initial Medical Examination before deployment in Mine premises as per Mines Act.

15. Validity of Contract

The vehicle hiring period will be as per Company's requirements, subject to a maximum of 36 months. This, however, can be increased by up to 30% as per the Company's requirement.

16. Termination of Contract:

a) In case the performance of the party during any time of the contract period is found unsatisfactory, the company may terminate the contract by giving one month's advance notice.

b) Contract shall be closed if the company decides to purchase the vehicle(s) as per any office order / office memorandum from Coal India Limited.

17. The Contractor will deploy sufficient no. of vehicles, drivers and the supervisory personnel required for execution of the work.

18. ~~Abnormally Low Rate (ALR) , if quoted by the bidders it will be dealt as under:-~~

~~Additional Performance Security shall be applicable if the Bid Price is below 15 % of the updated estimated cost put to tender. The amount of such additional performance security shall be difference between 85% of the updated estimated cost put to tender and quoted price~~

19. Liability of the Company:

In no case the Company shall be liable to any other charges or expenses other than the hiring charges, Reimbursement of actual Fuel charges and statutory taxes.

- a) The Company, in no way, shall be liable for safety and loss of employee/vehicle(s) of the contract or.
- b) The company shall have no responsibility regarding the appointment of staff / employees by the contractor for execution of the work and no obligations or liability will be borne by the company in case of death / permanent disability etc/ disputes between the contractor and his employed staff.

20. Agreement:

The contractor will have to enter into an Agreement with Competent Authority of respective Areas/ HQ of WCL (Company) on a non-judicial paper of Rs. 500.00 (Rupees Five Hundred only) within one month from the commencement of work.

21. Deployment / providing of hired vehicle: a) The Contractor will have to submit copy of following documents along with original to the officer -in-charge before deployment of vehicle.

- a) RTO Registration of Vehicle
- b) Comprehensive Insurance of Vehicle
- c) Valid Road Permit
- d) Valid Driver License
- e) Fitness' Certificate
- f) PUC

Note: Any failure of service due to deficiency of above documents will amount to breach of contract and penalty as per clause 9.1. Additionally, this will also amount to non-satisfactory service/ completion of work by the contractor.

22. The successful bidder shall deploy vehicles within ten (10) days of issue of Letter of Acceptance and submit Performance Security within 21 days of issue of LOA. In case of deployment of new vehicle by the bidder, Cl.7(iv)b, page no. 13 shall be applicable.

23. The contractor shall not engage any person less than 18 years of age or female during night hours as required by relevant law.

24. The contractor shall pay to his employees, salary and wages as per law of the land applicable to the workmen.

25. The responsibility of the contractor in respect of all-payments to his employees will be complete and absolute. The company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non pay- payment/ short-payment/ dispute/ award.

26. The contractor shall provide uniform, footwear, other protective equipment's as provided in law, to his drivers at his own cost.

27. The Vehicle operator should provide adequate money to their drivers to meet the expenses on account of fuel, repairs and pocket expenses of drivers during the period of journey.

28. Goods and Service tax (GST) shall be dealt as per GST rule/Act.

29. The company shall have the right to inspect or arrange inspection of the vehicles deployed by the contractor for the work at any time and declare any vehicle unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.

30. All payment of hiring charges and reimbursement of Fuel @.... on actual run basis will be made on the basis of average fuel rate for the whole month (as per rate of fuel at nearest fuel station) and the ave

rage price of fuel calculated by the certifying authority.

31. Engagement of vehicle may be discontinued at any time by Company without giving any prior notice or intimation to the contractor.

32. The vehicle may be sent for duty outside of the city for which no extra payment will be paid except terms & condition stipulated in the tender document.

6. Buyer Added Bid Specific ATC

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

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---