

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	02-03-2026 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	02-03-2026 14:30:00
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	Hiring of Special Purpose Mining or Earth Moving Machines (Monthly Basis) - As Per Buyer's Requirement; Mechanical Road Sweeper with 101 hp suction engine mounted on a 16 tonnes truck; Mechanical Road Sweeper with 101 hp suction engine mounted on a 1..
अनुबंध अवधि / Contract Period	2 Year(s)
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	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
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 लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
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	Single 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	4083328.09
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	25600

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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 दस्तावेज 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 :

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

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

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. 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.

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

Bid confirmation summary sheet for technical evaluation - [1771487584.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Please add the detailed specification of the machinery required and detailed scope of work:[1771487680.pdf](#)

Additional Terms and Condition/ SLA/Penalties as per Requirement:[1771487692.pdf](#)

Hiring Of Special Purpose Mining Or Earth Moving Machines (Monthly Basis) - As Per

Buyer's Requirement; Mechanical Road Sweeper With 101 Hp Suction Engine Mounted On A 16 Tonnes Truck; Mechanical Road Sweeper With 101 Hp Suction Engine Mounted On A 1.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Specification Of The Equipment/Machine	As Per Buyer's Requirement
Type of Special Purpose Equipment	Mechanical Road Sweeper with 101 hp suction engine mounted on a 16 tonnes truck
Type of Machinery Required	Mechanical Road Sweeper with 101 hp suction engine mounted on a 16 tonnes truck
Manufacturing / Registration year from the date of award of contract	The vehicle to be deployed should not be more than one year old from the date of its first RTO registration on the last date of submission of bid
Fuel to be provided by Buyer	No
Operator/Crew To Be Provided By Buyer	No
Cleaner/Helper To Be Provided By Buyer	No
एडऑन /Addon(s)	
Operational Charges of Machinery as per UoM	NA
Other Additional Charges (Lumpsum)	NA

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 Machines Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Sandeep Kumar	231224,O/O GENERAL MANAGER, E&M DEPARTMENT, KAKRI PROJECT, KAKRI, DISTT - SONEBHADRA (U.P. - 231224)	1	<ul style="list-style-type: none"> Number of Months for which service is required : 24

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

1. **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. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

Scope of Work

SPECIAL TERMS AND CONDITIONS FOR HIRING OF COMPOSITE SYSTEM

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1. Details of route where road sweeping machine is supposed to operate:

Route: Renusagar Mod - Jhulan Trolley- GM office Kakri- Kakri Mine Entry

Gate- Bansi Petrol Pump- Substation (UP Govt.) - Kakri Mine Entry

Gate- GM office Kakri-Jhulan Trolley- Renusagar Mod

Or

Any other route as specified by Engineer-In Charge.

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1. The contractor may request offline change of composite system to be deployed by him at any time at his option as follows:

The contractor may deploy any other composite system of same class owned by him subsequently or hired subsequently through a hiring agreement, of the same or lower age than the originally offered composite system(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 composite system(s).

2. It will be the responsibility of the contractor to maintain all statutory documents of composite system e.g 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.

3. The composite system (mechanical road sweeper) machine(s) will normally be engaged/operated for 7.5 hours in a day.
4. Mechanical road sweeper machine mounted on truck chassis will be required to sweep the Pucca Surfaces (black topped road/ CC road/ concrete road) in mine vicinity and to carry the collected dust and debris to the dumping place specified by EIC. It should have provision of water spraying.

Sl.No.	The item to be offered by the Bidder must confirm to the following Technical Specification Parameters :
1	Mechanical road sweeping machine shall be confirming to CMVR
2	Type of Mechanical Road sweeper: Minimum 101 HP suction engine mounted on 16 Tonnes truck.
3	Fuel type : Diesel
4	Gross Vehicle Weight (kg) : 16,000 (minimum)
5	Fuel Tank Capacity (Ltrs) : 200 (minimum)
6	Engine Capacity : adequate to cater the requirement of machine in all respect.
7	Type of Steering : Power Steering
8	Ground Clearance (mm) : 180 (minimum)
9	Sweeping Rate : 30,000 m ² per hour (minimum)
10	Size of Debris it should handle : 100 mm in all three dimensions
11	Exhaust Filters : 1.0 micron
12	Cleaning arrangement of the machine : self-cleaning arrangement
13	Operational Conditions : Both Dry & Wet
14	Sweeping Speed : 5km/hr upto 10 km/hr depending upon road conditions
15	Sweeping Width (mm) : a. Minimum width - 1800 (min) b. Maximum width - 3000 (at least)

16	Brush Diameter (mm) : a. Main broom : 400 mm (min) b. Side broom : 800 mm (min)
17	No. of Centre Brush in Sweeping System : 1 (minimum)
18	No. of Side Brush in Sweeping System : 2 (minimum)
19	Dust Collector Container capacity : 5 m ³ (minimum)
20	Collector Mechanism : Vacuum suction type / Mechanical Gathering Type
21	Dumping/ Discharge Height : 2.0 m (minimum)
22	Gradeability of Vehicle with load (%) : 15 (minimum)
23	Gradeability of Vehicle without load(%) : 15 (minimum)
24	Water Tank Capacity (Ltrs) : 600 (minimum)
25	Water jetting pump & pressure : Yes (Rear side), 10 bar
25	Material to be used in manufacturing of water tank : Stainless Steel
26	Spray Location : On Side Brush & Front
27	Operating Hour Meter : YES
28	Speed Governor : YES
29	Tyre Size : 9.00 x 20 mm (min)
30	FIRE EXTINGUISHERS : Two chemical fire extinguishers of minimum 2 kg shall be provided which are capable of dealing with POL fire.
31	LIGHTS (operable from dashboard): · Adjustable lights provided on sides and sweeping head. · Directional/hazard blinkers for safe operation at dark hours.

5. For the daily routine service, the composite system should not be withdrawn without prior intimation. In case the composite system remains out of the ad due to any break down, the contractor shall have to arrange a standby composite system of same class in good working condition as replacement.

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6. **PENALTY:** (In case of conflicting provisions this penalty clause for vehicles will super sede those detailed anywhere in NIT)

- i) In case, truck or sweeping arrangement equipment/ accessories of mechanical road sweeper machine remain under breakdown, rendering the machine inoperable and also in case of ineffective sweeping, it will be considered as breakdown of the composite system (mechanical road sweeper machine).

If the mechanical road sweeper machine remains breakdown for 7.5 Hrs in a day then no hiring charge will be paid for the same day and penalty for one day additional hiring charge shall be deducted from the service provider's bill. For breakdown hours of the mechanical road sweeper machine less than 7.5 hrs in a day (among the 12 Hrs in the working period specified by the EIC) leading to less operation hours of machine than required, then proportionate hiring charge per hour shall be deducted.

- ii) Maintenance shall be allowed in off-time (non-operation hours) at the discretion of EIC.

7. The driver(s) of the vehicle, employed by the contractor should have valid driving license (minimum five years old). 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 behavior of driver(s) is not satisfactory, he/they should be replaced within 48 hours with a good driver.

8. If the hired composite system remains under breakdown for more than 15 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 and banning of business as per provision of NIT.

9. The day-to-day running cost of diesel of the composite system used will be borne by the contractor which will be reimbursed as per actual consumption (Proof of diesel payment receipt must be provided from nearest outlet of Kakri project). The repair & maintenance of vehicle is the responsibility of the contractor. The cost of mobile/ engine oil is included in the maintenance cost of vehicle.

10. The mechanical road sweeper machine must have provision of AC throughout the year.

11. A separate log-book for daily recording of the movement of vehicle and hours of run of the composite system should be maintained by the driver and to be countersigned daily by the Engineer-in-charge. The log book shall also record the breakdown and maintenance hours. The attendance on log book will not be considered of driver. The driver has to mark the attendance through biometric system only in time office of Kakri Project.
12. The contractor has to submit in duplicate the copy of the log-book maintained for the composite system in the 1st week of the succeeding month to the Controlling Officer for acceptance. The monthly bill will include the hiring charges along with diesel charges and any other charges as applicable as per the terms and conditions of NIT.
13. In case of any accident of the composite system or to the driver(s)/helper(s), NCL will not be held responsible or liable for any payment of compensation to the contractor or to his driver(s)/helper(s).
14. Engineer-In-Charge: SO(Mining)/Nodal Officer (Environment) or his authorized representative will be the Engineer-in-Charge of the concerned area for this contract.
15. The Contractor and Driver of the vehicle will have to maintain phone connection and Mobile for easy access.
16. The contractor shall be responsible for availability of sufficient diesel for movement of the mechanical road sweeper and in no case driver of the truck/composite system should ask for money from the EIC for filling of diesel etc.
17. In case of major breakdown the contractor shall have to provide alternative composite system for satisfactory execution of works along with statutory documents with the approval of EIC
18. Composite System 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.
19. The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the composite system and keep them in good and safe running conditions all the time.

20. Only experienced, skilled and disciplined drivers of sound health and good behavior & having valid driving license shall be deployed by the contractor for driving composite system supplied to NCL Kakri Project. In no case any unauthorized driving of the composite system shall be permitted by the contractor.
21. Composite system will run inside the state of Uttar Pradesh.
22. Mechanical road sweeper machine should always be in an excellent running condition, with spare wheel(stepney), tyres and consumables for sweeping arrangement should be in good condition & exterior paintings not defaced.
23. The composite system should run only on the diesel & not on gas or kerosene.
24. The NCL undertakes no liability if the composite system is damaged, set on fire etc. by any mob or by any person or by accident during the engagement/hire in progress.
25. If the composite system is seized by the authority under law or for election duty, NCL 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 composite system for NCL without delay.
26. Driver of composite system should keep his mobile phone switched off, while driving the vehicle.
27. The driver of the vehicle should not be in drunken condition while on duty.
28. 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.
29. (i) Contractor has to install GPS with online tracking in mechanical road sweeper machine for route length tracking for movement analysis and positioning with submission of report etc. to the EIC.
(ii) Contractor has also to submit the User ID and Password of GPS for monitoring before start of work and submit self certified copy of monthly track report for payment.

(iii) In case of break-down / failure of GSM network, the same may be immediately informed to the Engineer-in-charge of the work and activation of GPS to be made within 72 Hours. Work executed on disturbance period has to be certified by EIC for authentication.

(i) Monthly submission of GPS report and log book is a must. Running on account bill shall be processed only after receipt of GPS report as well as log book.

30. The interior of the mechanical road sweeper machine should be maintained in clean and hygienic condition.
31. A hindrance register shall be maintained at the site to record the hindrances occurred during the execution of the work which will be counter signed by the EIC and the contractor.
32. The water to be used for dust suppression shall be from the mine water sources as advised by EIC.
33. The contractor should engage the personnel after compliance of all statutory requirements in respect to safety of the mine
34. The mechanical road sweeper machine shall be operated by the contractor following all safety measures. However, the utilization of the mechanical road sweeper machine will be done at the direction of Engineer-in-Charge. A team of executives of E&M/Envt/Survey along with contractor representative will inspect the sweeping performance of mechanical road sweeper machine in every 15 days and it will be recorded in a register duly kept for this purpose with signature of all representatives. If the mechanical road sweeper machine does not sweep (dust & debris upto 100 mm in all three dimensions) the designated routes properly, then 03 days time will be given to the contractor for rectification of the system. If not rectified in 03 days then the operation of mechanical road sweeper machine shall be stopped and it will be taken as breakdown and penalty will be imposed as per terms and conditions of NIT.
35. Maximum 2 days in a month shall be allowed for maintenance/ repairing in a month which is excluded from breakdown/ penalty calculation. However, the maintenance days shall not be accumulated. If the contractor deploys the mechanical road sweeper machine into operation during maintenance days on urgent requirement as per the instruction of EIC, then the payment of the same day shall be made as per the contract.
36. The collected dust/ debris in the sweeping machine are to be disposed at the specified location at the discretion of EIC. EIC will ensure that dumping/ disposal of the collected dust & debris should not cause any air pollution.

37. The attendance of all the employees / workers engaged by contractors is to be marked through Biometric Attendance System only to be marked at time office only. Attendance of driver in logbook shall not be used for attendance purpose.

38. The contractor has to provide 01 No. skilled driver per day . In case of weekly rest contractor has to provide another skilled driver having valid driving license of minimum five years old.

39. 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.

40. Work is under service category hence not splittable in nature.

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Additional Terms & Conditions

1. The Composite system to be deployed should not be more than one year old 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. Trained and minimum 5 year experienced driver's needs to be deployed in the vehicle.
4. All the drivers and conductors must be VTC trained.
5. Speed Governors must be installed in composite system.
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 vehicle.
8. CCTV Camera must be installed in the Composite system to observe outside and inside.
9. 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.
10. Counselling of Driver after every 3 months.

11. For 12 hours there will be 1 driver and for 24 hours there will be 2 drivers.
12. Fitness of vehicles must be validated after every 3 months.
13. In case of any dispute, warning will be issued to the owner and after 3 warnings, contract may be terminated.
14. After every 1 year drivers must be sent for refresher training course.
15. Authorization to the vehicle drivers will only be allowed after the competent authorization of mine managers.
16. A SOP will be formulated by concerned department which will be displayed in the bus and which will be mandatory to follow that SOP drivers.
17. Apart from transport rules, the vehicle will be operated as per the guidelines of Regulation-109 of CMR(Transport rules) (Copy Enclosed)
18. 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.
19. 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.
20. The Contractor/Transporter will arrange accommodation for his/her staff at his/her own cost.
21. 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.
22. The Contractor must ensure that no legal/police case against the vehicle or Driver or its substitutes or owner of the vehicle is there.
23. 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.
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. 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 log book will be provided by the company. 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 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 implication 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:-

Diesel cost @ **10.29 Liters/hour** to be paid separately on providing documentary evidence by contractor.

Note: Diesel consumption rate of 10.29 Ltr/hr. includes diesel consumption rate of both the engines i.e. those of truck and suction engine.

The per day hiring rate of mechanical road sweeper would depend upon the running hours of suction engine based on operating hour meter installed in suction engine.

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.

36. 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.
37. Company's authorized representative/Light Vehicle Incharge shall have the right to inspect the vehicle at any time without notice.
38. 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.
39. Company shall not be responsible / liable for any loss, injury or theft during working/contract hours of the engagement of the vehicle.
40. The owner shall not use the vehicle under contract for other purpose during existence of contract without written consent of the company.
41. 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.
42. 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.
43. The smoke emission from vehicles shall be as per norms laid down by Motor V

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.

44. After successful operation and satisfactory performance, the hiring of composite system 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.

45. NCL reserves the right to terminate the contract any time without assigning any reason thereof.

46. Escalation Clause :

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

47. 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, 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 UP 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 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

e responsible for violation of any rules/regulations in this regard. NCL will not be responsible in any way for the drivers' 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, 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/ equipments/ 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 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.
- x) **The contractor has to submit relevant MSME related to operation of Hiring of Shift Bus/Trucks/Fog Cannon/Road Sweeping Machine/Special Purpose Mining Machines to claim EMD Exemption. The relevant NIC codes are (NIC -49 225,49231,49232,77100).**

On official letter head of the bidder

UNDERTAKING

(Only applicable of bidder those who have offered New Mechanical road sweeper machine)

This deed of undertaking executed on this..... Day of 20.....And by (Name of bidder/contractor) S/O.....residing at duly executed as an undertaking in favor of Northern Coalfields Limited, Kakri Project PO: Kakri, Distt; Sonbhadra (UP) hereinafter called NCL terms shall mean and include its successors, administrators, heir and assigns.

Whereas M/s. Northern Coalfields Limited, Kakri Project, PO: Kakri, Distt; Sonbhadra (UP) invited bids for hiring of Mechanical road sweeper, I/We participated in the bidding process and emerged as successful bidder with respect of tender notice No:.....dt:.....,I/We..... Acknowledge that I/We.....have fully understood and are aware of the term & conditions of the tender notice and do hereby unequivocally and unconditionally undertake and declare

- 1) I/We..... shall comply with terms and conditions of NIT to deploy the offered Truck chassis mounted fog canon along with all essential certificate/documents of the offered Mechanical road sweeper before deployment of vehicle as per LOA.
- 2) In the event I/We fail to deploy/provide the offered Mechanical road sweeper with the time specified above

ve, we undertake to compensate the loss & damages, if any to the NCL & further NCL shall be at liberty to take appropriate action as per NIT and rules prevailing in NCL.

Date:

Place:

(Signature)

Name of bidder.....

3. Buyer Added Bid Specific ATC

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

4. Forms of EMD and PBG

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

NORTHERN COALFIELDS LIMITED

Account No.

10773286406

IFSC Code

SBIN0003767

Bank Name

STATE BANK OF INDIA

Branch address

MORWA, SINGRAULI

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

5. 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.

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 have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. 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 catalogs 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 within 4 days of bid publication on GeM. 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 [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 कार्रवाई 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---