

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-02-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-02-2026 13:30:00
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; Hiring of 01 No truck chassis mounted fog canon composite system for Kakri Area for 02 Years; Fog Canon - On Truck
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
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
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	4588471.06
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	28700

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 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 :

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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1. 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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

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

Bid Submission Confirmation sheet for technical evaluation - [1769410962.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Please add the detailed specification of the machinery required and detailed scope of work:[1769410859.pdf](#)

Additional Terms and Condition/ SLA/Penalties as per Requirement:[1769410869.pdf](#)

Hiring Of Special Purpose Mining Or Earth Moving Machines (Monthly Basis) - As Per Buyer's Requirement; Hiring Of 01 No Truck Chassis Mounted Fog Canon Composite System For Kakri Area For 02 Years; Fog Canon - On Truck (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	Hiring of 01 No truck chassis mounted fog canon composite system for Kakri Area for 02 Years
Type of Machinery Required	Fog Canon - On Truck
Manufacturing / Registration year from the date of award of contract	The truck mounted fog canon 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

विवरण/ Specification	मूल्य/ Values
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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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	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. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2. 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 on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

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

Text Clause(s)

Scope of Work

1. Route of operation of truck mounted fog canon machine:

Route 1: ETP Kakri - Barrier (Weigh Bridge) - Kakri Mine Entry Gate- Substation (UP Govt.)-Renusagar Mod - Kakri Mine Entry Gate - ETP Kakri.

(OR)

Route 2: ETP Kakri - Barrier (Weigh Bridge) - Kakri Mine Entry Gate- Substation (UP Govt.)-Renusagar Mod -Kakri Colony- Kakri Mine Entry Gate - ETP Kakri.

In case of special circumstances the above may be changed as per the instructions of Engineer-in-charge.

1.1 The contractor shall supply a Remote operated maximum one year old fully built truck mounted Mist blower fog Cannon minimum 40 mtr. Throw or 40-50m under no wind condition along with min 25kva DG set and hour meter and 12KL water tank with operator & cleaner with necessary permits to operate the same. Maintenance/repair including breakdown repair, operator's/cleaners salary, insurance for equipment & operator/cleaner, RTO expenses, driver contribution for CMPF/EPF, and documentary expenses, etc (excluding CMPF/EPF & CMPS contribution of employer) are scope of contractor.

1.2 The work for Truck mounted Mist blower fog cannon shall be allocated according to the Instruction of Engineer In-charge from time to time. The works are to be carried out based on the instructions given by the Controlling Officers from time to time.

1.3 The Truck mounted Mist blower fog shall be deployed for fogging service on all roads/areas of premises or any other nearby roads/area as instructed by the controlling officer.

1.4 The average speed of operation of Truck mounted Mist blower fog canon shall not be more than **5 KM/Hrs.**

1.4 SPECIFICATION:

1.4.2 The truck mounted with Mist blower fog Cannon minimum 40 mtr throw along with 25kva DG set with hour meter and 12KL water tank 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.

1.4.3 The composite system/ Mist blower fog Cannon should contain truck chassis mounted with fog cannon complete with accessories i.e. blower fan, pump, DG Set, electronic starter panel, water tank, mist nozzles at the periphery of the fog cannon of suitable size and capacity, to have radial throw of fog mist mi

n. 40 mtr and in the direction of wind with all safety devices as per statutory requirement and full functional remote control. Throwing water through gravity is not allowed.

Technical Specifications/ Parameters:

- 1. Category: automatic**
- 2. Truck & chassis: 10 wheeled, 16 Te or above, Gross Weight 25 Te**
- 3. Throw distance: 40-50m under no wind condition**
- 4. Blower Fan motor: 7.5 KW min**
- 5. Rotation pitching angle: 0-340 degree in horizontal direction and 0-50 degree in vertical direction**
- 6. Filter element: SS (washable)**
- 7. Rotation mechanism: Electrical**
- 8. Rotation setting: Rotation electrical but angle setting manual**
- 9. Remote: Wireless full function remote**
- 10. Water tank capacity: 12 KL**
- 11. Recommended DG: Minimum 25 kva with hour meter**
- 12. Two nos. High pressure pumps: Multistage centrifugal, 7.5 KW, 100lpm or more, 12 bar pressure, including separate hour meters in both through separate control panels for both the pumps measuring run hour of pumps**

1.4.4 For the daily routine service, the composite system/ Mist blower fog Cannon should not be withdrawn without prior intimation.

1.4.5 The truck should have provision of AC cabin.

1.4.6 Truck should always be in excellent running condition, spare wheel & tyres in good condition, exterior paintings intact.

1.4.7 The composite system should run only on diesel.

1.4.8 Water for dust suppression shall be from sources advised by EIC.

1.4.9 Company undertakes no liability for damage, fire, mob incidents, accident during engagement.

1.4.10 The system shall be operated following all safety measures. Performance (min 40m throw) will be measured every 15 days. If not achieved, 3 days will be given for rectification; otherwise, operation will be stopped and penalty imposed.

1.4.11 Cabin shall have clear vision and best field vision with control panel within reach.

1.4.12 System should have GPS with online tracking on Google Maps.

1.4.13 System must comply with RTO norms. Reflective radium tape required.

1.4.14 Supervisor/Driver shall have exclusive mobile phone for communication.

Terms and Conditions Specific to Services

1. Scanned copy of following documents of offered vehicle to be uploaded by bidders

A. In case of existing truck mounted mist spray system / Composite system.

a) Vehicle Registration Card (RC).

b) Fitness certificate.

c) Valid Taxi permit.

d) Valid first party comprehensive insurance

e) Pollution certificate.

f) In case of non -availability of any of the above document at the time of submission of tender, an undertaking towards submission of the same within one month of issue of LOI or before deployment of vehicle, whichever is earlier, has to be submitted along with the tender.

h) In case of available vehicle offer, the vehicle to be deployed should not be more than five year old from the date of its first RTO registration, on the last date of submission of bid.

B. For new Vehicles: -An undertaking (As per Annexure -XVII) for deployment of new Vehicle along with submission of all above documents of the new vehicle, within one month of issue of LOI.

2. The drivers of the vehicles / Composite system must have a working mobile number for easy contact by the passenger. It must also have an active internet connection at all times. The driver shall be reachable at all times during duty hours.

3. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act.

4. 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 and helpers in logbook shall not be treated as attendance for the purpose of Labour payment certificate.

5. The contractor shall submit Labour payment certificate 7th day of every month to the Nodal Officer (LPC) failing to which company may take action against such contractor as per company rules.

6. Initially the vehicle will be hired for 2 years or as the case may be only, but after successful operation and satisfactory performance, the hiring of vehicle may be extended at the discretion of the employer for further 2 months year or as the case may be at the same rate, terms and conditions.

7. Foreclosure of Contract: If at any time after acceptance of the tender the company decide to abandon the contract for any reason whatsoever, the company through SO(Mining)/Nodal Officer (Env.) shall give notice in writing to that effect to the contractor. In the event of abandonment of the contract, the company shall be liable to pay the contractor at the rate of full amount for works executed upto the date of such abandonment. The contract of hiring will be short closed, as soon as new replacement vehicle is received in the Project against the hired vehicle.

8. Red Flag (1.8 mtr in length), back horn, etc. should be install in the truck and must be in working condition, safety related guidelines issued by DGMS time to time must be ensured and followed .

ADDITIONAL TERMS AND CONDITIONS

Work will be carried out in accordance with the requirement brought out in the Bill of Quantity enclosed and as per instruction of Engineer -in-charge or his representative

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 contractor has to provide 02 nos. drivers (skilled) and 02 Nos. Khalasi (Unskilled) for Non -rainy season (01 no. driver along with 01 Khalasi in each shift of 08 Hours) and 01 nos. drivers (skilled) and 01 nos. Khalasi (Unskilled) for Rainy season (01 no. driver along with 01 nos. Khalasi in one shift of 08 Hours).

Note: -

I) Total number of non -rainy days are 273 days (9 months) & rainy days are 92 days (3 months) in a one year (365days)

II) Standardized working hours and KM run in non -Rainy days are 16 hrs./day and 1800 KM/month respectively (Average running per vehicle is assumed as 60 KM per day@ 30 KM per shift.)

III) Standardized working hours and KM run in Rainy days (rainy days are considered as July to September) are 8 hrs./day and 900 kM/month respectively (Average running per vehicle is assumed as 30 KM per day @ 30 km per shift.)

IV). The composite system should contain truck chassis mounted with fog cannon complete with accessories i.e. blower fan, pump, DG Set, electronic starter panel, water tank, mist nozzles at the periphery of the fog cannon of suitable size and capacity, to have radial throw of fog mist min. 40 meter and in the direction of wind with all safety devices as per statutory requirement and full functional.

The item to be offered by the Bidder must confirm to the following Technical Specifications/ Parameters.

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 road due to any break down, the contractor shall have to arrange a standby composite system of same class in good working condition as replacement.

6. PENALTY:

i) In case, either Truck or the Dust Suppression System or both remains breakdown, it will be considered as breakdown of the composite system.

ii) If the composite system remains breakdown 16Hrs in a day in non-rainy season and 8 Hrs. in rainy season then no hiring charge will be paid for the same day and penalty one day additional hiring charge shall be deducted from his bill. For breakdown hours of the composite system less than 16 Hrs. and 8 Hrs. in non-rainy and rainy season respectively in a day, then proportionate hiring charge per hour shall be deducted.

iii) Maintenance hour of one hour in each shift shall be allowed at the discretion of EIC.

iv) The Maintenance hours of one hour per shift is excluded from calculation of penalty. However, if maintenance hour is beyond the above mentioned period, then it shall be considered as breakdown hours for penalty calculation (excluding the allowed 1hr for maintenance) as mentioned in SI No. 3 of Penalty)

7. The driver(s) of the vehicle, employed by the contractor should have valid driving license. He/They should be well behaved. He/They should be in clean and well dressed. He/They should not be connected with any unsocial activities. He/They should be free from alcohol drinking habit. The contractor of the vehicle will be held responsible for the conduct and behaviour of driver(s). If behaviour 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 Bid for minimum one year as per term and condition.

9. The day -to-day running cost of diesel of the composite system used will be borne by the

Contractor, which will be reimbursed by NCL along with the monthly bill. The repair & maintenance of vehicle is the responsibility of the contractor. The cost of Mobil / engine oil is included in the maintenance cost of the vehicle.

10. The reimbursement for Diesel shall be made on the basis of Mileage/ average of KM/Liter for Truck and hours of run of the DSS applicable as given below: -

S.N .Type of vehicle Consumption Pattern of Diesel

01. Truck (16 Te) @ one liter for every 1.89 KMs

02. Dust Suppression System @ 3.88 liter per hours of run

The truck must have provision of AC throughout the year. The cost of diesel shall be reimbursed at prevailing market rate of HSD of IOCL/BPCL/HPCL applicable at the place of engagement of vehicle. The cost of HSD shall be calculated on daily basis by dividing the Km run of the vehicle on a day by the mileage of the same type of vehicle as given in the above table multiplied by the rate of HSD on that particular day. For DSS, the cost of HSD shall be calculated on daily basis by multiplying the hours of run of the DSS with the consumption of HSD per hour as given in the above table multiplied by the rate of HSD on that particular day.

11. Attendance in log book shall not be treated as attendance for the purpose of labour attendance. "Name of the driver/ helper entered in the vehicle logbook shall not be used for attendance. Attendance to be marked at time office of kakri Project only.

12. The contractor has to submit his monthly bill in duplicate along with, 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 Bid. The bill will be paid by the Area Accounts Office, of the concerned area/project through e-payment after auditing and passing of the bill.

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) 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 truck as well as operation of the DSS 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 experience, skilled and disciplined drivers of sound health and good behaviour & having valid driving license shall be deployed by the contractor for driving composite system supplied to NCL. In no case any un-authorized driving of the composite system shall be permitted by the contractor.

21. Composite system will run inside the state of UP.

22. Truck should always be in an excellent running condition, with spare wheel (Stepney) & Tyres should be in good condition & exterior paintings noted faced.

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 truck 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. The interior of the vehicle should be maintained in clean and hygienic condition.

SPECIAL NOTE: -

1. QUOTED RATE BY THE BIDDER SHOULD BE INCLUSIVE OF HIRING CHARGES, DRIVERS/KHALASI'S PAYMENT, CONTRACTOR PROFIT ETC AND QUOTED RATE BY THE BIDDER SHOULD BE EXCLUSIVE OF DIESEL COST.

2. Diesel cost will be reimbursed on actual running kilometer based on shift wise logbook maintained by the EIC for the system. Separate logbook has to be maintained one for vehicle running and other for DSS with hour meter where running of DG set along with hour meter and one for pump running has to be maintained. Total three nos. logbook shall be maintained by contractor. Diesel cost will be reimbursed for vehicle running as well as DSS running. AS PER TERMS & CONDITIONS SL. NO. 09,10,11,12.

Note:- Contractor has to submit the online report of GPS each month along with logbooks to cross verify the running kilometres.

3. The CMPF/EPF & CMPS shall be reimbursed on actual basis separately on submission of the documentary evidence for payment of CMPF/ PF and CMPS to the workman deployed by the contractor.

4. The age of the deployed vehicles (calculated from the first date of registration) shall not be more than one year.

5. Trained and minimum 5 year experienced driver's needs to be deployed in the vehicles.

6. All the drivers and conductors/helpers must be VTC trained.

7. Changing driver or conductor during the contract must be with the permission of Officer -In-charge.

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. In case of any dispute, warning will be issued to the owner and after 3 warnings, contract may be terminated.

10. Apart from transport rules, the vehicle will be operated as per the guidelines of Regulation -109 of CMR (Transport rules). The detail is as follows:

109. Transport rules.-(1) The manager of every mine shall frame and enforce a code of transport rules with due regard to the size and capacity of the transportation machinery in use and prevailing local conditions and a copy of the same shall be submitted to the Regional Inspector, who may, at any time, by an order in writing require such modifications in the transport rules, as he may specify therein: Provided that in mines where such machinery are already in use, the aforesaid transport rules shall be framed and enforced within ninety days from the date of coming into force of these regulations.

(2) The manager shall hand over copies of the transport rules to all operators, drivers and officials concerned and shall also post such copies at all conspicuous places in the mine in languages comprehensible by the workers.

(3) The Manager and such officials shall each be responsible for securing effective compliance with the provisions of the transport rules, and no mine or part of a mine shall be worked in contravention thereof.

110. Codes of practice .- (1) The manager of every mine shall, before introducing any machinery or new operation connected with his mine, frame and enforce "code of practice", not being inconsistent with the Act or these regulations, for each such machinery or operation, as the case may be.

(2) The codes of practice shall be framed with due regard to the type, size and capacity of the machinery or operation in use and prevailing local conditions and a copy of the same shall be submitted to the Regional Inspector, who may at any time, by an order in writing, require such modifications in the codes as he may

ay specify therein: Provided that in mines where such machinery are already in use or operations in practice, the said codes of practice shall be framed and enforced within ninety days from the date of coming into force of these regulations.

(3) The codes of practices, inter alia, shall provide for -

(a) Safe operating procedures for the machinery or operation to which it relates to;

(b) Examination and testing of the machinery before first use after erection, installation, reinstallation, modification, alteration, maintenance or repair;

(c) Schedule and nature of examination and testing of the machine, including its sub-assemblies, so as to ensure its safe operation;

(d) The manner in which the records of examination shall be kept.

(4) The owner, agent or manager of every mine shall hand over copies of such code of practices to concerned officials and persons and ensure effective enforcement thereof.

(5) A copy of the codes of practice framed under sub-regulation (3) shall always be kept in the office of the mine and also at respective places of such operation or machinery.

11. 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.

12. 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) Valid 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 02 Nos. driver (during non-rainy season) and minimum 01 No. driver (during Rainy season).

g) The Contractor/Transporter will arrange accommodation for his/her staff at his/her own cost.

13. The Contractor must ensure that no legal/police case against the vehicle or Driver or its substitutes or owner of the vehicle is there.

14. 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.

15. 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.

16. 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.

17. Compliance of all statutory provision of State/Central including safety rules in mines and other company rules should be adhered to.

18. (i) All daily entries of the log book of the vehicle and DSS with hour meter shall be made by the driver of the vehicle and the same shall be signed with date and time by the authorized officer / EIC with name and designation. The log book will be provided by the company. The driver will produce the log book to the vehicle in-charge 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.

19. Drivers & Khalasis engaged by the contractor should be paid as per the minimum wages, PF, Bonus etc . applicable from time to time.

20. (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.

21. The contractor will be responsible for any legal action by Police/RTO.

22. The contractor shall comply with all the provisions of motor vehicle Act, 1988 rules, guidelines etc. of central/state Govt.

23. 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.

24. 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.

25. 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, prearranged after discussion with user.

26. Contractor must be the owner of the vehicle or a power of attorney holder of the vehicle or holder of a authorization to run the vehicle under contract period.

27. 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.

28. 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.

29. 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.

30. 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.

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

32. 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 15 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 fulfil 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)

33. 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 applicable 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.

34. 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.

35. 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.

Special terms and conditions

1. 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.
2. The water to be used for dust suppression shall be from the mine water sources as advised by EIC.
3. The composite system shall be operated by the contractor following all safety measures. However, the utilization of the composite system will be done at the direction of Engineer-in-Charge. For performance of mist blower system i.e. radial throw of minimum 40mtr in the direction of wind, a team of executives of Environment, E&M and Survey along with contractor representative will measure in every 15 days and it will be recorded in a register duly kept for this purpose with signature of all representatives. If the mist blower does not throw 40 mtr, 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 composite system shall be stopped and it will be taken as breakdown and penalty will be imposed as per terms and conditions of NIT
4. 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 composite system 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 hiring charges per day with the reimbursement of POL also. **However no hiring charges shall be paid during maintenance days of that month.**
5. **VTC Training:** VTC training is a statutory requirement concerning the safety of contractors labour and for any work within mine Mines Area, only VTC trained labour shall be deployed by the contractor. The contractor shall follow extant law/guidelines in this regard and arrange for VTC training in respect of his workers who are not VTC trained. Safety is not to be compromised under any circumstances as this is a statutory requirement.

Labour Licence (As applicable):

Contractor must obtain & possess the labour licence, as per law & same has to be produced to the Engineer-in-Charge

Safety :The safety of the workmen engaged by the Contractor is the sole responsibility of the Contractor. The Contractor shall make all possible measures for safety as per statutory provisions. Any compensation shall be governed as per statutory requirement and shall be borne by the contractor. In addition, penalties may be imposed for the loss of working time suffered by the company as well as the indirect losses incurred due to the accident, on account of enquiries etc All other standard NIT terms and conditions needs to be complied by contractor. All other Terms & conditions as per company Norms

On official letter head of the bidder

UNDERTAKING

(Only applicable of bidder those who have offered New Truck chassis mounted fog canon)

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 Truck chassis mounted fog canon, I/We participated in the bidding process and emerged as successful bidder with respect of tender notice No:.....dt:.....,I/We..... A cknowledge 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 Truck chassis mounted fog canon before deployment of vehicle as per LOA.

2) In the event I/We fail to deploy/provide the offered Truck chassis mounted fog canon with the time specified above, 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.....

4. Buyer Added Bid Specific ATC

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

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

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---