

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details                                                                                                      |                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय / Bid End Date/Time                                                                                | 19-08-2026 09:00:00                                                                                                                                                                                                                                                                                     |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time                                                                               | 19-08-2026 09:30:00                                                                                                                                                                                                                                                                                     |
| 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                                                                                             | Coal India Limited                                                                                                                                                                                                                                                                                      |
| कार्यालय का नाम / Office Name                                                                                                | North Eastern Coalfields                                                                                                                                                                                                                                                                                |
| शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal                                                       | HOD Email id : gm.nec.cil@coalindia.in<br>Buyer Email id: pm.kotoky@coalindia.in                                                                                                                                                                                                                        |
| वस्तु श्रेणी / Item Category                                                                                                 | Monthly Basis Cab & Taxi Hiring Services - SUV; 2400 Km x 720 hours; Local 24*7                                                                                                                                                                                                                         |
| अनुबंध अवधि / Contract Period                                                                                                | 3 Year(s) 1 Day(s)                                                                                                                                                                                                                                                                                      |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)              | 30 Lakh (s)                                                                                                                                                                                                                                                                                             |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service             | 7 Year (s)                                                                                                                                                                                                                                                                                              |
| इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required                                    | Yes                                                                                                                                                                                                                                                                                                     |
| टर्नओवर पात्रता मानदंड / Turnover eligibility criteria                                                                       | To be verified by the buyer at the time of technical evaluation                                                                                                                                                                                                                                         |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover       | No                                                                                                                                                                                                                                                                                                      |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover | No                                                                                                                                                                                                                                                                                                      |
| विक्रेता से मांगे गए दस्तावेज़ / Document required from seller                                                               | Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |

| बिड विवरण/Bid Details                                                                                                                                                                                                    |                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ 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                                                                                                                                                                                                                                   |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended                                                                                                      | 4                                                                                                                                                                                                                                   |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count                                                                                                                                            | 1                                                                                                                                                                                                                                   |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled                                                                                                                                                                       | No                                                                                                                                                                                                                                  |
| बिड का प्रकार/Type of Bid                                                                                                                                                                                                | Two Packet Bid                                                                                                                                                                                                                      |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation                                                                                        | 4 Days                                                                                                                                                                                                                              |
| अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)                                                                                                             | 10818736.68                                                                                                                                                                                                                         |
| Payment Timelines                                                                                                                                                                                                        | Payments shall be made to the Seller within <b>45</b> days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| मूल्यांकन पद्धति/Evaluation Method                                                                                                                                                                                       | Total value wise evaluation                                                                                                                                                                                                         |
| मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required                                                                                                             | Yes                                                                                                                                                                                                                                 |
| मध्यस्थता खंड/Arbitration Clause                                                                                                                                                                                         | No                                                                                                                                                                                                                                  |
| सुलह खंड/Mediation Clause                                                                                                                                                                                                | No                                                                                                                                                                                                                                  |

**ईएमडी विवरण/EMD Detail**

|                             |                     |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount       | 135300              |

**ईपीबीजी विवरण /ePBG Detail**

|  |  |
|--|--|
|  |  |
|--|--|

|                                                                    |       |
|--------------------------------------------------------------------|-------|
| एडवाइजरी बैंक/Advisory Bank                                        | ICICI |
| ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)                          | 5.00  |
| ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months). | 38    |

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

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

#### लाभार्थी /Beneficiary :

NORTH EASTERN COALFIELDS

North Eastern Coalfields, COAL INDIA LIMITED, Coal India Limited, Ministry of Coal  
(Coal India Limited)

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

#### एमआईआई अनुपालन/MII Compliance

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

#### एमएसई खरीद वरीयता/MSE Purchase Preference

|                                                                                                                                                                                                           |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference                                                                                                                                                                 | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$           | 15  |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference | 100 |

#### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. 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.

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

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

BSC AND PRICE BREAK UP - [1785153131.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of Work:**[1785153284.pdf](#)

**Monthly Basis Cab & Taxi Hiring Services - SUV; 2400 Km X 720 Hours; Local 24\*7 ( 3 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

| विवरण/ Specification | मूल्य/ Values |
|----------------------|---------------|
| <b>कोर / Core</b>    |               |
| Vehicle Type         | SUV           |

| विवरण/ Specification                           | मूल्य/ Values                                         |
|------------------------------------------------|-------------------------------------------------------|
| Type of car (Please select at least 3 options) | Mahindra XUV 500 , Mahindra Scorpio , Mahindra Bolero |
| Usage Variant                                  | 2400 Km x 720 hours                                   |
| Type of Service                                | Local 24*7                                            |
| Year of Vehicle Model                          | 2026                                                  |
| Km Travelled                                   | Ex-Showroom                                           |
| Air Conditioning Requirement                   | A/C                                                   |
| Area of Operation                              | Hilly Areas                                           |
| Fuel Type                                      | Diesel                                                |
| एडऑन /Addon(s)                                 |                                                       |

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

|                                                                            |    |
|----------------------------------------------------------------------------|----|
| क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer | No |
|----------------------------------------------------------------------------|----|

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

| क्र.सं./S.N o. | प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address                                                                                         | संसाधनों की मात्रा / Number of Vehicles Required | अतिरिक्त आवश्यकता /Additional Requirement                                                               |
|----------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1              | Prayas Mani Kotoky                                       | 786181,Office of the General Manager, North Eastern Coalfields Coal India Limited, Margherita Assam | 3                                                | <ul style="list-style-type: none"> <li>Duration in Months for which service is required : 36</li> </ul> |

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

##### 1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

##### 2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following

address

NORTH EASTERN COALFIELDS MARGHERITA  
CDC OFFICE MARGHERITA  
DFO OFFICE DIGBOI  
TINSUKIA  
ASSAM  
.

### 3. **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.

### 4. **Forms of EMD and PBG**

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

COAL INDIA LIMITED  
Account No.  
00000032887761865  
IFSC Code  
SBIN0005787  
Bank Name  
STATE BANK OF INDIA  
Branch address  
MARGHERITA  
.

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.

### 5. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

COAL INDIA LIMITED  
payable at  
MARGHERITA

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

### 6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

COAL INDIA LIMITED  
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

### 7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

COAL INDIA LIMITED  
Account No.  
00000032887761865

IFSC Code  
SBIN0005787  
Bank Name  
STATE BANK OF INDIA  
Branch address  
MARGHERITA

. Successful Bidder to indicate Contract number and name of Seller 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 in place of PBG within 15 days of award of contract.

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

Text Clause(s)

# SCOPE OF WORK

## ANNEXURE-I TECHNICAL TERMS AND CONDITIONS FOR HIRING OF VEHICLE

1. **Description of theJob:**

**a)** NEC shall hire from contractors: "Hiring of 03 nos. of new vehicles registered in Assam (Commercial) with fuel and two drivers for each vehicle for 3 Years on 24 hours duty for NEC Margherita Mines Pool Duty"

b) Contractor should submit offer for **vehicle (As per RTO (Assam) registration date)**. If selected, the bidder will submit proof of procurement of ownership of the vehicles in the form of **original registration certificate of RTO of Assam**, including his/ her own name (or firm's name) and year of manufacture of the vehicles along with other statutory documents for verification. The vehicle will be accepted subject to verification of these proofs.

**c)** The vehicle will be required continuously for a period of **03 (Three) year** with normal **24 hours duty daily** or as required by the company along with fuel and two drivers only for each vehicle. **Approximate running of the vehicles per day will be 80 KM as per requirement of the user department & 30 days per month including holidays depending on the requirement.**

**d) Extension of Contract Period:** The contract may be extended for a period which comes to **10% of the Contract Value**, whichever the case may be, with mutual consent, at the same rate and Terms and Conditions, subject to proper condition of the vehicles as per statute and approval of competent authority and satisfactory running of the **contract for the full 03 (Three) year period.**

e) The Scope of service shall involve operation of vehicles to user specified locations as per NIT and notified by the NEC management as and when required.

f) Continuation of the hiring of the vehicles for 03 (Three) year will be subject to the following conditions:-

i) The vehicle should be well maintained throughout the contract period with all valid statutory documents,

2. In between the entire hiring period, company reserves the right to cancel the hiring of the vehicle with penalty & all the security deposit will be forfeited if the contractor violates any T&C of the tender.

3. **Engagement:**

**a) The vehicles will be exclusively used for NEC Coal Mines (Hilly Terrain) Area Tikak and Tira p Colliery duty as well as locations specified by NEC like Tinsukia and Dibrugarh Also and the contractor shall ensure against all risks.**

b) NEC can engage the service of the vehicle in any of the department or at any place as per requirement of the Company.

c) The vehicles may be used for regular duty of NEC Mines area and have to travel to Other Districts of Assam as per requirement, including Sundays and Holidays and have to be stationed at the office or premises or the place as directed by the controlling authority i.e. G.M. (E & M) / Officer-in-charge. Fuel per month will be supplied as per actual running Km. per month by the District Administration and Forest Department.

4. **Possession of thevehicle(s):**

The vehicle(s) and driver(s) shall be exclusively placed under the control of HOD of Unit/Department as directed by the department and it shall not be moved elsewhere without permission.

5. **LogBook:**

Proper Log book in the format applicable in NEC shall be maintained by the bidder/driver to record the Km reading for verification which will be signed by the user of the vehicle. The Log Book has to be maintained separately. **Any kilometer run on contractor's account including re-fueling, repair, etc. shall be excluded from the monthly bill.**

6. **Provision of Driver:**

- a) The bidder will provide the vehicle along with competent, skilled and orderly driver(s) possessing a valid driving license of Indian union of the particular class of vehicle provided to perform the job. The driver should be experienced, skilled, literate, courteous and a man of character. The driver should be experienced, skilled, courteous and a man of character. The driver should not be under influence of alcohol or any type of intoxication or drugs whatsoever. While driving, he should keep his mobile phone in silent /vibration mode. The drivers should drive the vehicle at a permissible speed limit to ensure road safety. Driver should know to maintain the Vehicle and Log Book. The driver shall report to duty as per the requirements of the Company. The bidder has to follow the labour laws/relevant laws in regard to weekly off, wages, etc. to the Drivers. If behavior of the driver(s) is/are not satisfactory, G. M. (E&M) / Contractor Authorized representative shall have the right to ask the bidder to replace the concerned driver within 48 hours. The driver(s) shall be provided with proper clothes, adequate money to meet the expenses during the period of journey, by the bidder. Accommodation/social need for the driver is to be arranged by the bidder. The drivers should be provided one mobile set for communication purpose.
- b) In case the driver is not available, NEC reserves the right to operate the vehicle with NEC's driver having valid requisite license and the contractor shall agree in such cases to do so. In such eventualities proportionate driver's salary at the existing rate Minimum Wages Act and will be deducted from the monthly bill of the contractor.
- c) The contractor must ensure that the driver(s) engaged by the Contractor are paid wages in time so that operational difficulties for non-payment of wages to the drivers can be avoided.
- d) **The contractor shall be responsible for payment of full wages as per Minimum Wage Act, regularly before seventh of each month to the drivers employed by them particularly for this job. The minimum basic rate shall be the ones, as per minimum wage act 1948 and latest amendments. Any increase in Minimum Wage will be compensated.**
- e) **Driver's salary must be paid through the bank account of the concerned person and Money receipt of the same signed by the concerned persons indicating bank account No. must be accompanied with the bill for payment. Salary slip must be signed with seal of the contractor. The increase in wages as per order of Labour Commissioner, pertaining to (Skilled for driver and unskilled for handyman) will be compensated by the company during the contract period.**
- i) **Replacement of vehicle: The bidder shall provide replacement vehicle(s) immediately (within 6 (Six) hours) after receiving breakdown information of the engaged vehicle of any nature at any place of working. No payment of hiring charges shall be made if vehicle is not provided for that particular period and in the event of such happenings, it shall be binding for the bidder to provide substitute vehicle of equivalent capacity in the good condition for the break down period which should also be having requisite documents.**

or

In case the vehicle remains absent from duty due to any other reasons whatsoever, the contractor shall be required to provide a similar replacement vehicle within 6 (six) hrs. from the time of such absence. In case the contractor fails to provide the relief vehicle as aforesaid, NEC will deduct proportionate monthly fixed charge from the contractor's bill till the vehicle is placed on duty which will be counted from the time of absence of the vehicle.

7. **Maintenance /Repair of vehicle:**

- i) The bidder shall at his own cost, arrange for all materials, manpower, spare, tools, tackles etc. and regular checking/maintenance/repair of the vehicle and keep it in good and safe condition at all time. During the period of vehicle maintenance and/or repairs, diesel and/or engine oil will not be provided by the Company in any case. The contractor shall keep Kilometer Recorder of the vehicle in perfect working condition at all the time.
- ii) Tyres of the vehicles should be in good condition throughout the contract period. Use of rethreaded tyres is strictly prohibited.

For the routine repair and maintenance of the vehicle, one day off in a month for each vehicle may be provided as per the convenience of the company.

8. **Breakdown:**

- ii) **In case of breakdown: The bidder shall provide replacement vehicle**

**(s)immediately (within 6(SIX)hours)after receiving breakdown information of the engaged vehicle of any nature at any place of working. No payment of hiring charges shall be made if vehicle is not provided for that particular period and in the event of such happenings, it shall be binding for the bidder to provide substitute vehicle of equivalent capacity in the good condition for the break down period which should also be having requisite documents.**

or

In case the vehicle remains absent from duty due to any other reasons whatsoever, the contractor shall be required to provide a similar replacement vehicle within 6(SIX) hrs. from the time of such absence. In case the contractor fails to provide the relief vehicle as aforesaid, NEC will deduct proportionate monthly fixed charge from the contractor's bill till the vehicle is placed on duty which will be counted from the time of absence of the vehicle.

**9. Penalty:**

- 9.1** In case the bidder fails to provide a vehicle for a particular period(s), he will not get the hiring charges for that period(s) and a penalty of 1.5 times of daily hiring charges would be deducted and same shall be adjusted from the monthly bill.
- 9.2** In the event of the bidder failing to provide the vehicle on time, NEC/CIL may go in for hiring of another vehicle from outside agency to adhere to the time schedule of the Company's work, the difference in amount to be paid to the outside agency and that of the bidder under the hiring contract, will be deducted from the bill(s) submitted by the bidder. But if such expenses incurred by the department are less, the difference shall not be paid to the bidder. This will be in addition to liquidated damage deducted indicated as above (**clause 9.1**).
- 9.3** If NEC/CIL suffers any loss on account of damage to its property, due to any failure on the part of bidder or due to any act or omission or commission on the part of his representative/employees or from the vehicle of the bidder, the value of the same as assessed by the company, shall be recovered from the bidder's bill/security deposit. The decision of the company in this regard shall be final and binding to the bidder. Applicable GST to be borne by the bidder.

**10. Compensation, in case of accident:**

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

**11. Compliance with statutory provisions:**

- a)** The bidder shall familiarize himself and fully comply with the provision of all the Acts/Rules/Regulation/By-Laws and orders of the Local authorities/Municipality/State Govt./Central Govt./DTO/RTO, Mines Act, Payment of Wages Act, Motor vehicle Act, Workmen's compensation Act etc. applicable to this contract 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 bidder shall fully indemnify the company against any claim/dispute, etc. arising out of the same. Whenever the Company asks for documents related to labour laws to bidder, or other related documents, the bidder shall provide it to the Company in reasonable time.
- b)** The contractor shall ensure validity of all statutory documents namely Registration Certificate, Comprehensive Insurance, Road Permit, Fitness Certificate, Pollution under control certificate, etc. all along the contract period, including provision of all the safety gadgets like fire extinguishers, seat belts, etc. failing which the vehicle will not be accepted and the company will be at liberty to withhold payment of running bills if such situations arise during the course of the contract as well.

- c) **The vehicle(s) placed by the contractor should be free from all financial and legal encumbrances. Should there be any interruption in the NEC's services due to such implications, the contractor shall on demand, fully compensate NEC for loss incurred.**

#### **12. Payments & Reimbursement:**

- 12.1.** The bill should be submitted to the respective offices of the Company, where the vehicle(s) is in use/stationed, within 15 days of the succeeding month positively. Payment will be made within 30 days from the date of receipt of the bill with all relevant papers. No interest will be paid for delayed payment due to unavoidable reasons.
- 12.2.** Entry Tax/Border Tax/Temporary Permit/Toll Tax/Parking Charges, if any, within the station/out-station/other States, when the vehicle runs for official work, will be reimbursed by the Company subject to the production of documentary evidence, duly signed by the controlling officer.
- 12.3.** All other charges (except GST) to run the vehicle have to be borne by the contractor. The GST will be reimbursed by the company as per GST Act.
- 12.4.** There shall be no increase in the contract rate of the vehicle(s) during the entire period of the contract and its extension, if any.
- 12.5.** All through the contract period, the hiring rate shall not exceed the lowest rate charged by the bidder to any other organization/agency under the same terms and conditions. In the event of rate going down, you shall promptly supply such information, to enable the Company to amend the awarded rate for subsequent service.

#### **13. Statutory Deduction:**

All statutory deductions shall be made from the bidder's bill at the rates as applicable from time to time.

#### **14. Validity of Contract:**

The vehicle hiring period will be **03 years**. During the period of contract the performance of the service provider should be satisfactory.

#### **15. Termination of Contract:**

During the period of contract the performance of the service provider will be reviewed. In case the performance of the party during any time of the contract period is found unsatisfactory, the company may terminate the contract by giving Fifteen days' advance notice.

#### **16. Liability of the Company:**

- a. In no case NEC/CIL shall be liable to any other charges or expenses other than the hiring charges, Entry, Border Tax/Temporary permit for out of ASSAM/Toll Tax as specified above under clause nos. **13 & 14 above.**
- b. The Company, in no way, shall be liable for safety and loss of employee /vehicle(s) of the bidder.
- c. The company shall have no responsibility regarding the appointment of staff/employees by the bidder for execution of the work and no obligations or liability will be borne by the company in case of death/ permanent disability etc. / disputes between the bidder and his employed staffs.

#### **17. Agreement:**

The bidder will have to enter into an Agreement with NEC/CIL on a non-judicial paper of required prescribed amount within one month from the commencement of work.

#### **18. Deployment / providing of hired vehicle:**

**The successful bidder shall deploy vehicles with drivers within 30 days of issue of LOA/work order.**

#### **19. Inspection of the Vehicles.**

The Officer responsible for the Transport Services shall have the power to call the vehicle for inspection at NEC's Motor Garage on any day and the contractor must place the vehicle for inspection accordingly. If any defect in the vehicle is detected, the contractor shall be intimated and will be given reasonable period of time to repair the defect(s) and produce the vehicle for re-inspection at the NEC's Motor Garage after complete repair of the vehicle. On the recommendation of the Motor Garage the vehicle will be allowed to be

laced back in service.

**20. ESCALATION/DE-ESCALATION:**

The rate of escalation/de-escalation of fuel shall be considered on increase/decrease of more than 5% of the fuel price on pro-rata basis. The calculation for price escalation/de-escalation shall be calculated as per the formula detailed below. The contractor should accordingly furnish increase/ decrease of the fuel price immediately in the running bills

For Fuel:  **$[(\text{New price of fuel per ltr.}) - (\text{the price of fuel per ltr. on the date of opening of the Tender})] \div 17.29 \text{ km/ltr for Bolero}$**

**\*17.29 km/ltr. is taken from the estimated mileage.** Fuel & lubricant is to be provided by the contractor.

**21. SITE VISIT**

**The Boleros will be engaged mainly for NEC Margherita Area Tikak and Tirap Colliery Mines Duty as well as for miscellaneous duty per requirement. However, the vehicles will be engaged anywhere for any purpose as and when required by the concerned authority. Intending tenders are advised to inspect the site/route before quoting the rates. No dispute regarding road condition of mines area and work timings will be admitted later on.**

**ANNEXURE-II  
COMMERCIAL TERMS AND CONDITIONS**

**1. One party/bidder MUST submit offer for 03 (Three) vehicles.**

2. [Deleted]

3. [Deleted]

4. The bidder is to submit a self-certified copy of the purchase document of the vehicle at the time of placement.

Bidder should submit the following documents at the time of placement of the new vehicle.

- Self Certified copy of valid Registration Certificate.
- Self Certified copy of valid Comprehensive insurance certificate.
- Self certified copy of valid PUC.
- Self certified copy of valid fitness certificate.
- Self certified copy of valid road permit
- Self Certified copy of valid driving license of the drivers.
- In case of new vehicle an undertaking the bidder to submit the above documents on a mutually agreed time.

5. The daily running km of the vehicle should be recorded in the log book and should be certified by the Officer-in-charge or his representative. Based on the total daily km run of the vehicle, total monthly run of the vehicle will be accounted. The repair & maintenance of the vehicle is the responsibility of the owner.

**6. Submission of bills:** Bill in the letter head of the contractor, duly stamped for all of the hiring made in the month shall be submitted in duplicate after completion of one month for scrutiny and payment. The bills should be submitted in the first week of succeeding months for scrutiny and payment. The bills should have details like name, address of the service provider, bill serial no. date, service tax registration no. PAN, value of service and service tax, total km run with the relevant pages of the log book of the vehicle.

**7. Paying authority:** HOD (Finance), NEC/CIL, Margherita.

**8. Payment terms:** Payment will be made within 30 days of submission of bills duly completed in all respect. No interest shall be payable on the amount withheld, under the terms of the contract agreement/ work order.

**9. Hiring Charge** inclusive of all other expenses as per the provisions of the NIT will be paid to the contractor.

**10. Penalties:** In case the owner fails to provide a vehicle for a particular period he /she/they will not get hiring charges for that period. In case no replacement vehicle is provided, a penalty of 1.5 times of daily hiring charges would be imposed for absent days (if no replacement is provided) and same shall be adjusted from the monthly bill.

**11.** The work shall, throughout the stipulated period of contract, be carried out with all diligence on the part of the bidder. In the event of termination or suspension of the contract, on account of default on the part of the bidder, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company, provided that the amount so forfeited shall not exceed 10 (ten) percent of the contract value.

**12.** If any sum is found due and payable to company the successful bidder in connection with this contract or any other contract the company shall have right to deduct the amount due from the bills of the present contract.

**13.** If any sum is found due and payable to company the successful bidder in connection with this contract or any other contract the company shall have right to deduct the amount due from the bills of the present contract.

**14. The contractor shall place the vehicle within 30 days from the date of issue Letter of Acceptance/Work Order.** In case failure to place the vehicle within 30 days, a grace period of subsequent 5 days may be sanctioned, with a penalty of Rs.100/- per day. The contractor may be allowed to provide a good condition alternate same type vehicle for the above mentioned period including the grace period as a stop gap arrangement, provided the vehicle is certified by the RTO of Assam, as road worthy and bears all valid statutory documents. In case the contractor fails to place the vehicle within the specified period including the grace period, NEC reserves the right to cancel the contract and EMD will be forfeited.

**15.** The contractor shall maintain regular and efficient services to the satisfaction of department/staff authorized by NEC where the vehicle will be attached.

**16.** All persons employed by the contractor under this contract must observe the safety and security rules currently prevailing in the areas of NEC or as amended in future and must take necessary precautions.

17. The contractor shall be responsible and absolve NEC from any claim by a third party given in a judgment by a court of law or which may arise under Motor Vehicle Act, Workmen Compensation Act, Payment of Wages or Bonus Act or any other act(s) or statute(s) having bearing over the service/engagement of workmen directly or indirectly for the performance of service under this contract. At the same time the contractor shall be responsible and bear all the cost of any penalty or claim for damage or loss arising out of non-fulfillment of statutory requirement under Motor Vehicles Act of Motor Transport Act, 1964 etc.
18. During the contract period, the contractor shall not withdraw the vehicle from service for any reason except in connection with repair and maintenance. The vehicle may be released for any repair job with the specific written consent of the S.O. (E&M)/Project Officer/HoD of Department. In such cases a good conditioned suitable relief vehicle with all valid statutory documents must be placed in service.
19. Should it be necessary to hire another vehicle by NEC due to failure of the contractor to provide vehicle, all expenses incurred by NEC in connection with such arrangement will be recovered from the monthly bill of the vehicle provided by the contractor.
20. The contractor must ensure that the persons not authorized by NEC are not carried in the vehicle. In case they are detected carrying persons not authorized by the Company, the journey involved will be considered as unauthorized journey and no payment will be admissible for this journey, in addition to other actions, as the case may be taken by the competent authority.
21. In case any dispute or doubt arising under this contract, the decision of GM (E&M), NEC or any official authorized by the competent authority shall be final and binding on the contractor. Emphasis must be given for engaging drivers with proper behavior, clean and decent clothing and aptitude. In case found otherwise, the driver must be replaced immediately on receipt of information from the office of the GM (E&M), NEC.
- 
- 22. Rate to be quoted:**
- a) **Fixed Charge per month:** Fixed Charge should include driver's salary as per rate prevailed on the date of tender as per Minimum Wages Act 1948 and any other expenses whatsoever is applicable.
  - b) **Running Charge per month:** The rates shall be quoted on the basis of the rate of fuel prevailing on the date of submission of the bid.
23. Conditional offer shall not be considered .
24. Tenderer must have to download the corrigenda, if any related to this tender. So tenderers must go through web-site even on last date of availability of tender documents.
- 25. The Company reserves the right to discontinue the hiring of the vehicle any time during the contract period without assigning any reason thereof.**

## 9. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Scanned copies of documents as per following table are to be uploaded by all bidders during submission of bid.**

| Sl. No. | Eligibility Criteria                     | Information to be furnished by bidder in Bid Submission Confirmation Sheet                                                                                                                                                                       | Scanned copy of documents, to be uploaded by in support of information/ declaration furnished by the bidders against Eligibility Criteria as Confirmatory Document                                                                                                                                                                                                  |
|---------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | <b>Bid Submission Confirmation Sheet</b> | Bidders are required to submit the duly filled Bid Submission Confirmation Sheet in .pdf format under Section "Bid Confirmation Sheet for Technical Evaluation". The bid submission confirmation sheet provided by buyer in secured .xls format. | <p>The scanned copy of documents will be verified against the data furnished in the Bid Submission Confirmation Sheet.</p> <p>Any Bid not accompanied by a Bid Submission Confirmation (BSC) Sheet or if BSC is found tampered, i.e., GTE and Work Experience, Working Capital etc., the Bid shall be considered as non-responsive and is liable for rejection.</p> |
| 2.      | <b>Bank Mandate</b>                      | Confirmation in the form of Yes/No for possessing the supporting documents                                                                                                                                                                       | Bidders are required to submit the duly filled Bank Mandate as per format given at Annexure VI.                                                                                                                                                                                                                                                                     |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                          |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. | <p><b>The work experience:</b> The Bidder must have experience of works (includes completed / ongoing) of similar nature valuing 50 % of the annualized estimated value of the work put to tender (for period of completion over 1 year) / 50 % of the estimated value of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited.</p> | <ol style="list-style-type: none"> <li>1. Start date of the year for which work experience of Bidder is to be considered for eligibility.</li> <li>2. Start date &amp; end date of each qualifying experience (similar nature)</li> <li>3. Work Order Number/Agreement Number of each experience</li> <li>4. Name &amp; address of Employer /Work Order Issuing authority of each experience</li> <li>5. Percentage (%) share of each experience (In case the experience has been earned by the Bidder as a partner in a Joint Venture / Consortium firm/ partnership firm then the proportionate value of experience in proportion to actual share of Bidder in that Joint Venture / Consortium firm/ partnership firm will be considered against eligibility else it shall be taken as 100%).</li> <li>6. Executed Value of work against each experience.</li> </ol> <p>In case the Bidder is a Joint Venture / Consortium, the work experience of any one, two or three of the individual partners of Joint Venture / Consortium or the Joint Venture / Consortium itself may be furnished as the work experience of the Bidder.</p> <p>-</p> | <p>For work experience, Bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as sought on-line.</p> <p>Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.</p> |
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| 4. | <p><b>The Availability of Working Capital:</b></p> <p>Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The Bidder should possess the working capital within three months prior to the initial scheduled date of opening of tender.</p> | <ol style="list-style-type: none"> <li>1. Amount of available working capital inclusive of lines of credit and availability of other financial resources.</li> <li>2. Date on which the Bidder possesses the required working capital.</li> <li>3. Name of the Chartered Accountant (CA).</li> <li>4. Membership Number of CA who certifies the Bidder's working capital on a particular date.</li> <li>5. Date of Issue of Certificate.</li> <li>6. In case of Joint Venture / Consortium, Bidder needs to submit the Working Capital Certificate of individual Partners and the requirement of Working Capital shall be met as per following proportion: <ol style="list-style-type: none"> <li>i. The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.</li> </ol> </li> </ol> <p>All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.</p> <p>-</p> | <p>Certificate of working capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder on-line with UDIN.</p> <p>-</p>                                                                                                                                                               |
| 5. | <p><b>Integrity Pact (As applicable)</b></p>                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Confirmation in the form of Yes/No for possessing the supporting documents</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>Bidders are required to accept the pre-contract integrity pact as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/Consortium all partners shall sign at the time of agreement.</p> |

|    |                                                                                                                                                                                                                                                          |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| 6. | <b>Code of Integrity for Public Procurement (CIPP)</b>                                                                                                                                                                                                   | Confirmation in the form of Yes/No for processing the supporting documents | Bidders are required to accept the CIPP as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/Consortium all partners shall sign at the time of agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 7. | <b>Public Procurement (Preference to Make in India) for “Local supplier”.</b>                                                                                                                                                                            | Confirmation in the form of Yes/No for processing the supporting documents | <p>i) If the estimated value of Procurement is less than or equal to Rs.10 crores, the ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’ shall indicate the percentage of local content and provide self-certification (Annexure – IX) that the item offered meets the local content requirement for Class-I Local Supplier’ / ‘Class-II Local Supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>ii) If the estimated value of procurement is more than Rs. 10 crores, the ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’ shall submit a certificate (Annexure – IX A) with UDIN from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> |
| 8. | An Undertaking on their letter head regarding relatives as employees of company, arbitration clause (in case of partnership firm / Joint Venture / Consortium), local supplier status of the Bidder etc. as per the format given in <u>Annexure IX</u> . | Confirmation in the form of Yes/No for processing the supporting documents | Bidders are required to submit the duly filled Undertaking as per format given at Annexure IX.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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| 9. | <b>Fleet requirement:</b><br><br>The Bidder is required to deploy matching equipments/ tippers/ pay loaders as per ATC / Bid Document either owned or hired. | Confirmation in the form of Yes/No as unconditional acceptance in GTE | NIL |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----|

|     |                                       |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----|---------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10. | <b>Legal Status of the bidder</b>     | Confirmation in the form of Yes/No for possessing the supporting documents | <p>Any one of the following documents:</p> <ol style="list-style-type: none"> <li>1. Affidavit or any other document to prove proprietorship/Individual status of the Bidder.</li> <li>2. Partnership deed containing name of partners</li> <li>3. Memorandum &amp; Article of Association with certificate of incorporation containing name of Bidder</li> <li>4. Board Resolution / Power of Attorney or any sort of legally acceptable document for the authority to submit the bid on behalf of the Bidder.</li> </ol> <p>The following documents in respect of Legal Status of a JV/Consortium Bidder shall be uploaded by the JV/Consortium Bidder:</p> <ol style="list-style-type: none"> <li>i. Scanned copy of JV/Consortium Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner.</li> <li>ii. Board Resolution / Power of attorney (As applicable) of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV/ Consortium agreement on behalf of them.</li> <li>iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV mentioned below: <ol style="list-style-type: none"> <li>a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.</li> </ol> <p style="text-align: center;">OR</p> <li>b) Partnership deed containing name of partners.</li> </li></ol> <p style="text-align: center;">OR</p> <li>c) Memorandum &amp; Article of Association with certificate of incorporation containing name of Bidder.</li> |
| 11. | <b>Permanent Account Number (PAN)</b> | Confirmation in the form of Yes/NO for possessing the supporting documents | <p>PAN card issued by Income Tax department, Govt. of India (<i>In case of Joint Venture / Consortium, PAN card for each Indian partner of Joint Venture / Consortium</i>).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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| 12. | <p>Goods and Services Tax (Not Applicable for Exempted Services)</p> <p>The Bidder should be either GST Registered Bidder under regular scheme</p> <p>OR</p> <p>GST Registered Bidder under composition scheme</p> <p>OR</p> <p>GST unregistered Bidder</p> | <p>Confirmation in the form of Yes/No regarding possessing of required document as enlisted in ATC/Bid Document with respect to GST status of the Bidder</p> | <p>The following documents depending upon the status w.r.to GST:</p> <p>a) Status: GST registered Bidder under regular scheme:</p> <p>Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India.</p> <p>OR</p> <p>b) Status: GST Registered Bidder under composition scheme</p> <p>Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India.</p> <p>OR</p> <p>c) Status: GST unregistered Bidder:</p> <p><b>Document:</b> A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.</p> <p>[In case of Joint Venture / Consortium, Bidder should submit scanned copy of GST status of Lead Partner only].</p> <p>Note:</p> <p>1. If turnover of Bidder exceeds exemption / threshold limit, the Bidder must have GST registration as per GST Act and rules.</p> |
| 13. | <p>Letter of Bid and Undertaking regarding genuineness of the information furnished online and authenticity of the documents uploaded online in support of his eligibility as per the format given in <u>Annexure VII &amp; VIII</u>.</p>                   | <p>Confirmation in the form of Yes/No for unconditional acceptance in GTE</p>                                                                                | <p>NIL</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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| 14 | The offered Vehicle must be registered in the name of the Bidder. Documentary evidence of ownership of the machinery must be submitted |
|----|----------------------------------------------------------------------------------------------------------------------------------------|

Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder in BSC/online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.

**11. Buyer Added Bid Specific ATC**

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

**12. Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

**13. Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

## अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1

bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी 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---