

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	17-11-2025 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	17-11-2025 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Coal
विभाग का नाम / Department Name	Coal India Limited
संगठन का नाम / Organisation Name	Bharat Coking Coal Limited
कार्यालय का नाम / Office Name	Bccl Dhanbad Jharkhand
वस्तु श्रेणी / Item Category	Monthly Basis Cab & Taxi Hiring Services - SUV; 1500km x 720 hours; Local 24*7
अनुबंध अवधि / Contract Period	5 Year(s) 1 Day(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Bidder Turnover, 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	1

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	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
लागू आरसीएम/RCM Applicable	Yes
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	3 Days
अनुमानित बिड मूल्य /Estimated Bid Value	4932733.58
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	61659

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).	62

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

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

लाभार्थी /Beneficiary :

Senior Manager(E&M)
BCCL Dhanbad Jharkhand, COAL INDIA LIMITED, Bharat Coking Coal Limited, Ministry of Coal
(Ayushya Anand)

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

एमआईआई अनुपालन/MII Compliance

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

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.

जीएसटी की धारा 9(3)/Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

जीएसटी की धारा 9(3) / Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1762410443.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - SUV; 1500km X 720 Hours; Local 24*7 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Mahindra Scorpio , Mahindra Bolero , Mahindra Bolero Neo
Usage Variant	1500km x 720 hours
Type of Service	Local 24*7
Year of Vehicle Model	2025 , 2024 , 2023
Km Travelled	Upto 25,000 Kms

विवरण/ Specification	मूल्य/ Values
Air Conditioning Requirement	A/C
Area of Operation	Hilly + Plain Area
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
--	----

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	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	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	Johnson Besra	828128,Regional Store, Sinidih, Govindpur, Area-3, BCCL, Post-Tundu, Dhanbad, Pincode-828128.	1	<ul style="list-style-type: none"> Duration in Months for which service is required : 60

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

1. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here](#)

[to view the file](#)

3. Buyer Added Bid Specific SLA

Text Clause(s)

ADDITIONAL TERMS & CONDITIONS

- 1) The bidder should either own or have a hiring agreement with the owner(s) of vehicle(s) which is/are offered to be engaged. The vehicle(s) should be registered under commercial category.
- 2) In case vehicle is not Owned by the tenderer, the details with Reg. No. /Description and legal documents like Power of Attorney from the Owner authorizing the tenderer to ply the vehicle under contract is to be submitted at the time of vehicle deployment.
- 3) Every vehicle deployed shall be inspected for approval by engineer-in-charge, or other authorized person as authorized by the management.
- 4) The driver employed on vehicle hired will be in proper outfit and in uniform as prescribed by the management while on duty.
- 5) The uniform and accessories are to be provided by the Agency at their own cost.
- 6) The drivers should possess valid Driving Licence in his name and should be able to drive the vehicle efficiently and conversant with the driving rules.
- 7) The agency owners will not be provided any garage or accommodation for the staff engaged on vehicle by them.
- 8) The agency/owner will ensure that its staff will not divulge any trust information or other matter relating to the affairs of BCCL/CISF at any time.
- 9) The agency will ensure that all its staff are properly trained to carry out their duties in time. All the drivers will be employees of the agency and in no case these employees of agency can have any claim whatsoever with BCCL.
- 10) The salary/wages of driver are to be paid by the vehicle owner as per prevailing rules.
- 11) The vehicle may be engaged on Sundays and other holidays during the period of contract as required.
- 12) In case the vehicle gets off-road due to any reason, its replacement has to be provided by the owner within 24 hours else penalty will be charged [as per relevant Clause of GeM] for the period the vehicle off-road with due approval of competent authority.
- 13) The driver of the vehicle will not consume any alcoholic drinks, chew tobacco / pan or any other intoxicating materials while on duty.
- 14) The owner of the vehicle will submit all required documents as required by BCCL management from time to time.
- 15) Vehicle permitted for hire as per Motor Vehicles Act i.e. the vehicles which are registered for commercial use should only be deployed for this purpose. The vehicles which are not registered for commercial use as per Motor Vehicles Act must be registered for commercial use before deployment.
- 16) Vehicles required to be road-worthy, clean-interior and in good running condition. The vehicles have to be provided with the following, the cost of which will be borne by contractor:
 - Fog light during winter
 - Tool kit
 - First-aid box etc
 - Sanitization as and when required (To be ensured by contractor without extra cost to the company)

- Installation of Fast Tag

17) Vehicles are required to be covered under appropriate Insurance as per MV Act and should have been paid up-to-date Road Tax, Permit fees, Fitness certificate, pollution under control certificate etc. as per MV Act, as the case may be along with valid Registration and valid Driving License of the driver. Copy of original registration certificate, up to date road tax, valid insurance, valid permit & valid fitness certificate must be submitted by the contractor before issuance of work order and deployment of vehicles.

NOTE: -The various mines/units of Bharat Coking Coal Limited are spread in two neighbouring states i.e. Jharkhand and West Bengal, therefore the hired vehicles should have permit for both the states i.e. Jharkhand and West Bengal (for WB as and when required).

18) The tenderer should either be the Owner of the vehicle OR the competent authorized person/ agency for offering the vehicle on hire.

19) Fuel shall be provided by the Contractor. Minimum quantity of diesel while reporting for day's work to be sufficient to travel 50 km.

20) Only vehicles in good and safe condition having valid fitness certificate permit/ licenses etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work. The company shall have the right to inspect or arrange inspection of the vehicles/ equipment deployed by the contractor for the work at any time and declare any vehicle unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.

21) The contractor shall at his/her own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance / repairs of the vehicles deployed for work. The company shall have no liability whatsoever on this account. For scheduled maintenance/repair of vehicles, prior approval of Engineer I/C shall be taken. If the maintenance period is more than 06 hrs, alternate vehicle is to be provided. Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.

22) The contractor shall familiarize himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local Authority/ Municipality/ State Government/ Central Government applicable to the worker, Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, PF Act etc. and shall be fully responsible and liable for due observance of the same. BCCL shall have no responsibility/ liability whatsoever on these accounts and the contractor shall fully indemnify the company against any claim / dispute/ reference award, etc. arising out of the same and an undertaking to this effect is to be provided by the contractor.

23) The contractor shall maintain proper records in English/ Hindi of the vehicles/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

24) The contractor shall be solely liable for payment of all financial benefits and /or dues payable to the personnel employed by them. In the event of non-payment of such wages and/or other dues, the total amount payable shall be recovered from the bill of the contractor and payment shall be made directly to the personnel employed by them. The contractor should pay the personnel employed by him through bank payments.

25) The contractor shall be responsible for payment of wages to the personnel employed by them at the rates not less than the rates prescribed by the Govt. of India, Ministry of Labour for skilled category of workers for other mines. Note: If there is any change in policy of CIL/ any statutory provision regarding payment of wages to the drivers, the same will be implemented accordingly.

26) The contractor shall not engage any person of less than 18 yrs. of age or females during night hrs. as required by the relevant law.

27) In case the engaged driver on the vehicle by the contractor is sick or not available for duty due to any reason, contractor has to provide a substitute for the same without any additional payment by the management.

28) The contractor shall prepare the wages sheet for his/her employees in duplicate, a copy of which shall be regularly submitted to the Engineer-in-charge along with any other statutory documents.

29) The payment of wages to the contract workers should be made strictly through bank.

30) The contractor shall make timely payment of all salary/ wages/ dues to his/her employees and shall also provide all benefits to his/her employees as per various Acts/Rules, Regulations, Orders applicable to the work.

31) The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF/EPF and Allied Schemes and Miscellaneous Provisions Act 1948 and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.

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

33) In case any accident occurs or any injury is caused to any employee of the Company by the vehicles of the contractor or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor along with the costs and expenses incurred by the company on the same.

34) Payment of Price Variation:

A) Wage Escalation/De-escalation:

The increase/decrease in wage and its respective impact on statutory payments shall be payable to or deducted from the contractor. Escalation/de-escalation will be made as per the following formula:

$$W = (W1 - W0)$$

Where W = Increase or decrease in wage rate (Rs) per day.

W0 = Base Wage (Rs.) (The base date for such payment shall be the last date of bid submission)

W1 = Changed (Current) Wage (Rs)

Note - statutory payments extra as applicable

B) Extra run/under run charges: - During the contract period, the payment for extra run/under run will be done on pro-rata basis calculated on basic rate as under:

Extra per km payment /Under per km deduction - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.3 in case of normal service and 0.2 in case of 24x7 service.

The service availing authority shall ensure rotation of vehicles deployed to balance excess running or under running. In no case the contract cost shall increase or decrease by 25% of original contract cost in view of extra run/under run.

C) Fuel Escalation/De-escalation: -

Diesel/Fuel will be provided by the Contractor.

The following formula shall be applicable for diesel escalation/de-escalation when fuel price goes beyond (+/-) 5% from base price:

Benchmarking of price variation on account of diesel will be done on the basis of price of the diesel of the retail outlet of IOC/BP (PSUs), nearest to the worksite and the price variation will be admissible on simple average of diesel rate (nearest to the worksite) of the period considered for price variation.

The calculation is as below:

1

$$I = K \times \text{---} \times (P1 - P0)$$

B

I = Variation in Diesel cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

K = Actual KM run of the vehicle in a particular month considered for price variation.

B = Mileage of the vehicle (Km/litre).

P1 = Simple average of diesel rate (taken from nearer authorized petrol pumps of IOCL/HPCL/BPCL) (PSU only) of the month considered for price variation.

P0 = Base price of diesel as applicable on the last date of bid submission Information is to be provided by bidder with the bid:

a. Mileage (in km/ltr) –

D) Night halt allowances shall be payable on account of engagement of vehicle at the rate of Rs: 200/- per night for deployment of Vehicle, engaged outside the command Area of BCCL. Night halt allowance shall be payable as per the certification of controlling officer/availling authority of the vehicle with specific reason for night halt to be approved by his/her Controlling Authority with the approval of Concerned GM.

35) The company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle /any loss to others while in transit or while engaged in the work.

36) DISCIPLINE:

i. The driver deployed must be non-alcoholic, medically fit must have been verified by the agency/owner of the vehicles.

ii. In case of negligence, dereliction of duty, disorderly behaviour, other misconduct by the driver of the agency, the agency will withdraw the driver concerned immediately and will send suitable replacement within 24 hours.

iii. In case of emergency like breakdown of law & order or natural calamity/mine accident etc. the agency will deploy on a short notice, reasonable number of additional vehicles as per instruction of BCCL.

iv. The contractor shall issue an identity card /employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work & produce for inspection whenever required.

37) In case the no. of vehicle is more than 5 then service provider has to submit undertaking with bid that it shall open his establishment at the Locality where vehicles are to be deployed.

38) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (which is lower), subject to the maximum of quoted GST %.

39) 1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

40) Bidder shall submit the following documents along with their bid for Vendor Code Creation:

a. Copy of PAN Card.

b. Copy of GSTIN.

c. Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

41) The bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid. Bidder to upload undertaking to this effect with bid.

42) IMPORTANT: Following document to be submitted with the bid: The bidder must produce evidence of possessing adequate working capital (at least 20% of the "Annualized Estimated Value) inclusive of access to lines of credit and availability of other financial resources to meet the requirement, issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India. Such certificate should contain the Unique Document Identification Number (UDIN).

Guidelines for Banning of Business

Following shall be the guidelines for effecting 'Banning of Business' with a contracting entity in respect of tenders for Hiring of Vehicles:

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.

2. The contracting entity may be banned in the following circumstances: -

- i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
- ii) If L-1 bidder fails to submit Performance Security Deposit and Additional Performance Security Deposit, if any and/or fails to execute the contract within stipulated period.
- iii) If L-1 bidder fails to start the work on scheduled time.
- iv) In case of failure to execute the work as per mutually agreed work schedule.
- v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
- vi) Wilful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means. (In this case the banning shall be for a minimum period of 05(Five) years.)
- vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
- viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
- ix) Contractor fails to use Mobilization advance given to him for the purpose it was intended.
- x) Contractor fails to renew the securities deposited to the department.
- xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
- xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
- xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.

3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.

4. The banning shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.

5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.

6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.

7. Approving Authority: The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:

a) In case the Accepting Authority of the work is Board or Empowered Committee or CFDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.

b) In case the Accepting Authority of the work is upto the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.

8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.

9. Any change on the above may be done as per company's policy.

10. All the orders of banning or orders passed in appeal shall be marked to GM (CMC) / (Civil) / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.

Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.

Note - The Terms and Conditions stipulated in STC will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions In case of any dispute, the matter shall be under jurisdiction of Dhanbad Court only.

4. Buyer Added Bid Specific SLA

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

5. Generic

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

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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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---

