

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	06-08-2021 19:00:00
<b>Bid Opening Date/Time</b>	06-08-2021 19:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	75 (Days)
<b>Ministry/State Name</b>	Ministry Of Coal
<b>Department Name</b>	Materials Management
<b>Organisation Name</b>	Mahanadi Coalfields Limited
<b>Office Name</b>	General Manager Materials Management Mcl Hqr
<b>Item Category</b>	Monthly Basis Cab & Taxi Hiring Services - MUV; 4000 km x 682 hours; Local 24*7
<b>Contract Period</b>	2 Year(s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>SHG Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	2813576
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Required	No
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### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00

Duration of ePBG required (Months).

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(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

MAHANADI COALFIELDS LIMITED BASUNDHARA AREA

MAHANADI COALFIELDS LIMITED BASUNDHARA AREA DIST-SUNDARGARH ODISHA PIN-770076

(Mahanadi Coalfields Limited Basundhara Area)

**Splitting**

Bid splitting not applied.

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.

**Additional Qualification/Data Required**

**Monthly Basis Cab & Taxi Hiring Services - MUV; 4000 Km X 682 Hours; Local 24\*7 ( 1 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Mahindra Bolero Camper , Tata Xenon , Mahindra Imperio
Usage Variant	4000 km x 682 hours
Type of Service	Local 24*7
Year of Vehicle Model	The first date of registration of the vehicles accepted in this tender on or after Date 26 June 2018
Km Travelled	Upto 1,00,000 Kms
Air Conditioning Requirement	Non-A/C
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	Yes
Area of Operation	Plains
<b>Addon(s)</b>	
Outstation night charges applicable	Yes

## Additional Specification Documents

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Service Number of Vehicle(s)	Additional Requirement
1	A.K. SINHA	770076,Mahanadi Coalfields Limited, At & Po- Basundhara, Sundargarh, Basundhara-770076	1	<ul style="list-style-type: none"><li>Estimated number of outstation nights per month per vehicle : 4</li><li>Duration in Months : 24</li></ul>

### Buyer Added Bid Specific Additional Terms and Conditions

- OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
  - The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
  - The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
- Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - The Seller fails to comply with any material term of the Contract.
  - The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - The Seller becomes bankrupt or goes into liquidation.
  - The Seller makes a general assignment for the benefit of creditors.
  - A receiver is appointed for any substantial property owned by the Seller.
  - The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
- Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- 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.
- 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 MAHANADI COALFIELDS LIMITED BASUNDHARA AREA payable at STATE BANK OF INDIA BALINGA. 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.
- 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 MAHANADI COALFIELDS LIMITED BASUNDHARA AREA 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.

9. Buyer Added text based ATC clauses

1. **Work description:**

**Hiring of One (1) Camper (Camper or equivalent with cabin seat 4 plus 1(Diesel)) for 24 hrs per day duty(Non-shift duty) for two years for Basundhara Area (341 working days per year). (max. 4000km run per month)**

- a. The vehicle should give minimum 28/29 days service in any calendar month except in the month of February and minimum 26/27 days in February. There will be two days rest in each month. The rest days will be taken by the contractor subject to permission by the controlling officer.
  - b. As there is two days rest in each month, hence there will be 341 working days per year.
2. 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.
  3. After placement of Letter of Acceptance (Award of Contract), bidder will have to submit Performance Security Deposit (PSD) along with all statutory documents e.g Taxi registration, RC book, Hiring agreement (if applicable), Fitness Certificate, pollution certificate, Road tax clearance, Latest First Party Insurance (comprehensive policy) paid up to date, valid driving license of the assigned driver, as required under Motor vehicle Act and other Govt. Acts/ registration for the deployed vehicle for the issuing of work order, within 15 days of Award of Contract.
  4. Payment of wages of Driver has to be made as per the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force and EPF/CMPF & CMPS deduction has to be made as per applicability
  5. The Bank payment statement, wage sheet and EPF/CMPF & CMPS deduction/deposit has to be submitted (Hard copy) at the time of Bill processing every month. Based on that Labour Payment Certificate (LPC) will be issued by MCL.
  6. All the contractor workers shall be covered with the Aadhaar Enabled Biometric Attendance System (AEBAS) for the payment of wages.
  7. The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of Coal India Limited within 30 days after work order and will have to enter and update periodically the following details in the portal:
    - a. Work Order details
    - b. Contractor workers details and Wages payment details in respect of each Work Order.
  8. The vehicle movement register has to be maintained by the Service Provider & the same to be certified by the controlling officer on daily basis. If desired the same has to be produced to the Consignee/Controlling Officer of the Vehicle.
  9. Vehicle(s) is/are to be deployed at location, MINES.
  10. The vehicle will be engaged for 24 hours a day with engagement of 02 numbers of drivers (including staggered rest).
  11. The work shall be commenced as per the date mentioned in the work order.

12. In case of any accident of the vehicle or to the driver, MCL will not be held responsible or liable for any payment of compensation to the contractor or to his driver.
13. The MCL undertakes no liability if the vehicle is damaged, set on fire etc. by any mob or any person or by accident during the engagement/ hire in progress.
14. If the vehicle is seized by the authority under law or for election duty, MCL will not be liable for the same and no payment of whatsoever nature will be demanded for such event. In such condition the contractor will provide alternate vehicle for MCL without delay.
15. The contractor may request offline for change of vehicles to be deployed by him at any time at his option as follows:  
For this, the contractor may request offline for the change of vehicles to be deployed along with all the statutory documents as mentioned in Point: 03 of alternate vehicle, the contractor wants to deploy.  
The contractor may deploy any other vehicle(s) of same class owned by him subsequently or hired subsequently through a hiring agreement, of the same or lower age than the originally offered vehicle(s).  
Moreover, such requests will be considered by the department on the merit of the individual case. In case, the request for change of vehicle/s is not accepted by the department then the bidder has to deploy the originally offered vehicle/s.
16. The estimated cost mentioned is inclusive of driver's minimum wages, employer's contribution of CMPF(12%), CMPS(7%), and GST@18%.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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.

This Bid is governed by the [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 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.

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.

**---Thank You---**