

नार्दन कोलफील्ड्स लिमिटेड
(एक मिनी रत्ना कंपनी)
पोस्ट :- जयंत
जयंत परियोजना
विधुत एव यांत्रिक विभाग



Northern Coalfields Limited
(A Mini Ratna Company)
Post :- Jayant
Jayant Project
E&M Department

No:- JNT/DGM/E&M/Hiring/16/421

Dt.13.08.2016

NOTICE FOR SUBMISSION OF DISCOUNT BID FOR HIRING OF LIGHT VEHICLES

Sealed discount bids in single envelope are invited from the vehicle owners registered at Jayant Project for hiring of the following light vehicles :-

Sl. No	Category of vehicles	Quantity	Earnest Money per bidder
1	Hiring of 01 No. Diesel Covered Vehicle plying mostly Outside mines for 24 hrs/day basis for 730 Days at Jayant Project registered in MP only.	01 No.	Rs.10000.00
2	Hiring of Diesel Covered Jeep plying mostly inside mines for 24 hrs/day basis for 730 days registered in MP only.	01 No.	Rs.10000.00
3	Hiring of Diesel Covered Jeep plying mostly inside as well as Outside mine for 12 hrs/day basis for 730 days registered in MP only.	02 Nos	Rs.10000.00
4	Hiring of Diesel Covered Jeep plying mostly inside mines for 12 hrs/day basis for 730 days registered in MP only	04 Nos	Rs.10000.00

1. The Discount Bid Format can be obtained **free of cost** from the office of the SO (E&M), Jayant Project from **13.08.2016 to 27.08.2016** on all working days from 10.00 AM to 4.00 PM. Offer should be submitted in two separate envelopes. Envelope No. 1 shall contain earnest money and Envelope No. 2 shall contain Discount Bid Format. Both the envelopes should be super scribed with notice no. and serial no. of category of vehicle for which discount bid offered. Completed bid should be dropped in the tender box kept in the office of SO(E&M), Jayant **up to 11.00 AM on 29.08.16** and the offer will be opened on the same day **at 4.30 PM**. Issue of the discount bid format shall not automatically mean that bidders are considered qualified to undertake such work.
2. Earnest money should be furnished through Demand Draft / Banker's Cheque/Pay Order in favour of Northern Coalfields Limited, Jayant Project payable at SBI, Jayant, in a separate

sealed envelope marked as Envelope No. 1. Offer not accompanied with earnest money are liable for outright rejection. Earnest money payable at any other branch of nationalized bank operating with Singrauli Coalfields will have to include an additional realisation and service charges of Rs. 200.00 per Rs. 20,000.00 or part thereof. The earnest money will be retained in case of successful bidder and will not carry any interest.

3. If the L1 rate is offered by more than one firm / bidder, L1 status shall be considered based on latest model (Year of manufacturing) of vehicle offered and new vehicle amongst them shall be selected.
4. If the L1 bidder does not offer for full quantity of vehicle as per requirement, confirmation regarding acceptance of L1 rate, counter offer shall be asked from the bidders (sequentially, subsequent to L1) for remaining quantity of vehicles required and process will be continued till total no. of required vehicles are achieved or all the bidders are asked. After that work will be considered for award quantity wise to the respective bidders (who have accepted L1 rate). In case total requirement could not fulfil, then for balance quantity shall be considered as deleted from the scope of tender. L1 status shall be derived based on rate quoted for one vehicle. Actual value shall be ascertained based on quantity of vehicle offered.
5. No postal transaction shall be accepted for obtaining/submission of quotation documents.
6. For further details, please log on NCL Web Site <http://www.ncl.gov.in> or Govt. Web Site: <http://tenders.gov.in>. or <http://www.eprocure.gov.in>. Any bidder who desires to download the discount bid from website and submit the offer on due date and time may do so.

Staff officer(E&M)
Jayant Project

Distribution: -

1. CVO, Singrauli.
2. GM, All Project- Kindly arrange to display at Notice Board.
3. GM, Jayant.
4. AFM, Jayant.
5. GM, System – Kindly arrange to display at NCL website portal.
6. Notice Boards, Jayant Project .
7. All registered vehicle owner of Jayant Project.

DISCOUNT OFFER FOR HIRING OF COVERED DIESEL JEEP / BOLERO / EQUIVALENT
/ UTILITY VAN OVER THE S.O.R.

1	Name of Bidder	:	
2	Registration No.	:	DGM/E&M/JNT/ Hiring/16-17/_____
3	Notice No. & date	:	NCL/JNT/DGM(E&M)/16/ Dt:-
4	Serial No. of NIT for which offer submitted	:	

SN	Category of Vehicle	SOR Rate (Rs.)	Quantity offered	Discounted rate offered	
				Rate in figures (Rs.)	Rate in words (Rs.)

(Signature of Vehicle Owner)

Name:

Vill:

Post:

Distt.:

Mobile No.:

Note: Bidders are required to mention their rate typed in BOQ. No cutting/over-writing or hand written price bid would be accepted.

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Northern Coalfields Limited
(A Mini Ratna Company)
PO- Jayant Colliery,
Distt- Singrauli, MP- 486890
E&M, Department

Ref. No.NCL/SGR/IED/SOR LV/2016/760

Dated 29/30-03-2016

To,

The General Managers-

AML /BNA /KKR/KHD/DCH /JNT /JRD /NGH/BLB/KSL/CWS.

The General Manager (E&M), NCL.

The General Manager (P-Admn.), NCL.

CMS, NSC-Jayant.

I/c/CMS, C/H, Singrauli.

In-charge, IWSS, Khadia.

Depot Officer, C/S, Jayant.

Sub: Schedule of Rate (SOR) for hiring of Private Light Vehicles (Car/Jeep) in NCL.

Dear Sir,

I am pleased to intimate you that FD's in its 503rd meeting held on 22/03/2016 at Singrauli have approved Schedule of Rate (SOR) for hiring of Light Vehicle(Car/Jeep) in NCL.

You are requested to ensure the following while engaging the private Light Vehicles (Car/Jeep) in your projects/units:

- a. *Commercial registration of the Vehicle.*
- b. *Updated insurance of the Vehicle*
- c. *Valid Driving Licence*
- d. *Minimum wages and statutory dues to the Driver are paid.*

The related terms and conditions are enclosed herewith for ready reference and implementation of SOR in your projects/units.

Encl: As above.

Thanking you.

Yours sincerely,

(U.K. Pandey)

General Manager (IED)

Copy for kind information to:-

- 1. CMD, NCL.*
- 2. D(P), D(T/O), D(F), D(T/P&P), NCL*

SUMMARY OF RECOMMENDATIONS

1. Following is the list of recommended rates to be applied as per the deployment conditions and "Terms and Conditions for Vehicle Hiring"

A. HIRING OF JEEP / BOLERO / EQUIVALENT			
USE AREA	USER	12 Hr Operation	24 Hr Operation
For Diesel Covered Jeeps plying Generally outside Mines	GMS	980.00	1410.00
For Diesel Covered Jeeps plying mostly inside as well as outside Mines	HODs	1000.00	1430.00
For Diesel Covered Jeeps plying mostly inside Mines	USER EXECUTIVE	1020.00	1450.00
OT Cost (Rs / Hr)	ALL USERS	49.00	0.00

B. HIRING OF CAR FOR PROJECTS / HQ				
DETAILS	12 Hr Operation		24 Hr Operation	
	INDIGO	INDICA	INDIGO	INDICA
CARS FOR GMS (Rs / Day)	840.00	810.00	1270.00	1240.00
OT Cost (Rs/Hr)	49.00	49.00	0.00	0.00

C. HIRING OF UTILITY VAN (24 Hrs Operation)

Hiring Charges (Rs / Day)	1420.00
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D. HIRING OF CAR ON DAY / KM BASIS FOR SINGRAULI AREA ONLY

VEHICLE TYPE	INNOVA	SCORPIO	INDIGO	INDICA
Hiring Charges (Rs / KM)	13.00	11.50	8.50	7.50

Minimum charge of 150 KM should be paid on hiring.

2. Following vehicles are considered equivalent vehicles -
 - a. INNOVA = TATA SAFARI
 - b. SCORPIO = XYLO = TAVERA
 - c. INDIGO = ITEOS = SWIFT DESIRE
 - d. CAMPER = XENON
3. Hiring for vehicles as per schemes A, B & C above will be done as per the sanctioned strength of vehicles for the unit concerned. For hiring of vehicles for special purpose as per scheme D the specific approval is required in each case.
4. It is directed that the project authorities while engaging private light vehicles shall ensure commercial registration of the vehicle, updated insurance of the vehicle, valid driving license, and minimum wages and statutory dues to the driver are paid.

A. REQUIREMENTS AND EMPANELMENT

5. Empanelment of vehicles for hiring on Daily / Km basis will be done at all hiring units.
6. After completing formalities the vehicle will report to the concerned user officer as directed by the hiring office or the concerned GM. The reporting time and place will be decided by the user officer concerned.
7. In case of non-availability of empanelled vehicles approval will be accorded by GM(Admn) / Project(GM) for spot hiring of the vehicle to meet the requirement.
8. While counting the Km run only the KM gauge reading as certified by the users will be considered. If the vehicle runs for Driver's Lunch, Driver's / Contractor's requirements then the Km will not be counted. In case of faulty Km gauge the contractor is responsible for repairs / replacement and no compensation in this regard will be made. If the KM gauge is not operating, no payments will be made to the contractor till its repair / replacement.
9. Vehicle hired on daily / KM basis must have the permit to move upto the required place to be informed at the time of hiring.
10. Any time concession or indulgence granted or shown on the part of NCL will not prejudice its right under this agreement.

B. BASIC REQUIREMENTS

11. For day-to-day use Bolero, Scorpio / Xylo / Tavera / equivalent, Innova / TATA Safari / equivalent, Indigo / ETIOS / Swift Desire / equivalent, TATA Indica will be hired on specific approvals on day-to-day basis.

C. EXPRESSION OF INTEREST

12. The notice for hiring of vehicles and subsequent Work Order will be issued by SO(E&M) in case of projects and by Light Vehicle In-Charge in case of NCL HQ after getting competent approval as per requirement.
13. On receipt of vehicle offers against the Hiring Notice, vehicles will be empanelled on the basis on latest date of registration. The work order will be issued for required number of vehicles and rest of the vehicles will be kept in panel for next three months from the date of empanelment.

In case of additional requirement of vehicles within the validity of empanelment of vehicles, the work order may be issued to required number of empanelled vehicles. Otherwise a new Hiring notice may be issued.

D. LIMITATIONS AND RESERVATIONS

14. The vehicle may be required to go to other state like UP, Bihar, Jharkhand, Chhattisgarh, Maharashtra, etc. Mostly the requirements will be for MP & UP.
15. To meet the requirement of "as and when required" the empanelled vehicles will be hired on telephonic calls.
16. In case of vehicles hired on Daily / KM basis, the CMPF Deduction and payment proof cannot be enforced as the vehicles will be hired on requirement basis and not on regular monthly basis.

E. The "Terms and Conditions for Vehicle Hiring" document to be provided to the contractor by the hiring authority

17. The procedure of Hiring vehicles is given in "Terms And Conditions For Vehicle Hiring" (Annexure-A).
18. All the terms and conditions required for the execution of the SOR shall be as per the Annexure A enclosed herewith.

F. LIST OF ANNEXURES

1. Annexure-A Terms and conditions for vehicle hiring.
2. Annexure-A1 MANDATE E-PAYMENT FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.
3. Annexure-A2 Expression of Interest / Hiring Notice.
4. Annexure-A3 Vehicle offer letter from Contractor.
5. Annexure-A4 AFFIDAVIT certifying that the contractor is not involved in any criminal case & there is no any legal / police case against the vehicle or Driver or its substitutes or owner of the vehicle.

Terms And Conditions For Vehicle Hiring

A. HIRING PROCEDURE

1. On approval of requirements a Hiring Notice will be published through Notice Boards of all Projects and NCL HQ by the hiring office. This notice will contain the number of vehicle to be hired with rate admissible and conditions in short. Sample notice is given as Annexure A2.
2. The interested vehicle provider (owner / authorised person / contractor, hereafter called as contractor) is to approach the officer concerned with the papers of vehicles. If papers are found in order then the name of contractor and vehicle details will be recorded by the hiring office and a copy of "Terms and Conditions for Vehicle Hiring" will be supplied to the interested contractor.
3. The interested contractor will then submit the signed copy of the "Terms and Conditions for Vehicle Hiring" and Vehicle Offer Letter as per Annexure-A3 to the officer concerned along with the EMD of Rs. Ten Thousand only.
4. The Work Order will then be issued to the contractor after observing all the required formalities. The contractor shall then prepare and submit the required papers for Contract Agreement. After signing the agreement the payment against the hiring will be processed on calendar month basis, if the contract value is of Rs. five lakh or above.
5. On receipt of vehicle offers against the Hiring Notice, vehicles will be empanelled on the basis on latest date of registration. The work order will be issued for required number of vehicles and rest of the vehicles will be kept in panel for next three months from the date of empanelment.
6. In case of additional requirement of vehicles within the validity of empanelment of vehicles, the work order may be issued to required number of empanelled vehicles. Otherwise a new Hiring notice may be issued.

B. HIRING CONDITIONS

Hiring will be done for following purposes –

7. For Jeeps plying mostly inside Mines for 12 / 24 hours per day use.
8. For Jeeps plying mostly inside as well as outside Mines for use of DyGMs / HODs for 12 hours per day use.
9. For Jeeps plying generally outside Mines for use of GMs / GM(Mines) / HODs of the Head Quarter for 12 / 24 hours per day use.
10. For cars for use of GMs for use outside mines for 12 / 24 hours per day use.
11. For Utility Vans / Pickup Vans plying in mine area / NCL command area for 24 hours use.
12. For vehicles to be used on special purposes as and when required on daily / KM basis.

C. GENERAL CONDITIONS

13. Vehicles with Taxi Permit in MP / UP / MP & UP state only will be considered and hired. MP projects will hire only MP registered vehicles and similarly UP projects will hire only UP registered vehicles.
14. No fuel will be provided by NCL. Diesel cost will be reimbursed only with the monthly bill.
15. For vehicles hired for running in mines for 12 or 24 hrs. duty, movement outside the NCL command area will not be allowed.

Only vehicles hired for running outside mine areas will be permitted to move beyond the command Area of NCL.

The utility vans / pick-up vans are deployed to move men and material to increase the working hours. To meet the breakdowns and maintenance requirements utility vans will be allowed to move to the required work places even for the assistance to other projects. In such cases approval of the competent authority, recording in log book and authentication of GM / Dy GM concerned is to be ensured.

16. For movements of specific purposes hiring of vehicles will be done with prior approval. Such movements will cover the Team visits, Auditors movements and specific requirements of VIPs or other official work. For this purpose the hiring is to be done on Day / KM basis as and when required.

17. In case of Hiring of cars / Bolero etc. on Day / Km basis if the total run for the complete job is less than 150 Km then the guaranteed charge payable will be the cost of minimum 150 KM run.
18. For hiring vehicle the average run per liter of diesel is indicated below based on experience & existing norms :-

VEHICLE	AVERAGE RUN
Innova / Tata Safari / equivalent	10 Km/Lt.
Camper / XENON / Utility Van / equivalent	11 Km/Lt.
Scorpio / Xylo / Tavera / equivalent	11 Km/Lt.
Bolero or equivalent	12 Km/Lt.
Indigo / ITEOS / Swift Desire / Equivalent	14 Km/Lt.
Indica	18 Km/Lt.

19. NCL's authorized representative / Light Vehicle In-charge shall have the right to inspect the vehicle at any time without notice.
20. NCL shall not be responsible / liable for any loss, injury or theft during working / contract hours of the engagement of the vehicle towards the contractor or vehicle.

D. VEHICLE HIRING RATES

21. Following is the list of recommended rates to be applied as per the deployment conditions and "Terms and Conditions for Vehicle Hiring"

a. HIRING OF JEEP / BOLERO / EQUIVALENT			
USE AREA	USER	12 Hours Operation	24 Hours Operation
For Diesel Covered Jeeps plying Generally out side Mines	GMs	980.00	1410.00
For Diesel Covered Jeeps plying mostly inside as well as outside Mines	HODs	1000.00	1430.00
For Diesel Covered Jeeps plying mostly inside Mines	USER EXECUTIVE	1020.00	1450.00
OT Cost (Rs / Hr)	ALL USERS	49.00	0.00

b. HIRING OF CAR FOR PROJECTS / HQ				
DETAILS	12 Hours Operation		24 Hours Operation	
	INDIGO	INDICA	INDIGO	INDICA
CARS FOR GMS (Rs / Day)	840.00	810.00	1270.00	1240.00
OT Cost (Rs/Hr)	49.00	49.00	0.00	0.00

c. HIRING OF UTILITY VAN (24 Hrs Operation)	
Hiring Charges (Rs / Day)	1420.00

d. HIRING OF CAR ON DAILY / KM BASIS FOR SINGRAULI AREA ONLY				
VEHICLE TYPE	INNOVA	SCORPIO	INDIGO	INDICA
Hiring Charges (Rs / KM)	13.00	11.50	8.50	7.50
FOR RUN LESS THAN 150 KM				
Minimum charge of 150 KM should be paid on hiring.				

E. ELLIGIBILITY CRITERIA

22. The contractor who own even single required type of vehicle can submit his / her / their offer. Any contractor can offer for one or more vehicles.
23. The vehicle to be deployed should be registered in MP or UP only with taxi permit for MP or UP Projects respectively. The Contractor should submit all the required documents as per this "Terms and Conditions for Vehicle Hiring".

24. The contractor shall have a valid PAN and Service Tax Registration (if applicable).
25. **Permanent Account Number (PAN) :-** The contractor should possess a permanent account number issued by Income tax Department. (In case of proprietorship firms, PAN card in the name of proprietor will be accepted. For other firms like company or partnership firms, only the PAN cards issued in the name of firm will be accepted.)

F. HIRING PERIOD

26. Vehicles which have completed not more than three years from the date of its first registration till the date of issuance of Hiring Notice will only be hired.
27. The hiring will be done for a minimum of One month period to a maximum period of Five years.
28. The hiring contract will automatically be terminated on the date when the registration period completes five years. In no case the hiring will continue after five years of registration.
29. On completion of one hiring contract, extension of the contract can be done for next one year period or till the hired vehicle's registration completes five years or original period of hiring whichever is minimum.

G. EMD AND SECURITY DEPOSIT :

30. Once the hiring notice is issued, the notice period will be given for a minimum of 15 days. The offer letter will be received by the hiring office along with the DD/BC of Rs. Ten Thousand only as Earnest Money and recorded by the hiring authority or his authorized person.
31. The Security Deposit shall be 10 % of the total contract value. Earnest Money deposited shall be retained as initial Security Deposit. The balance amount of Security Deposit will be recovered in 'ten equal installments per year' from the monthly running bills.
32. **Refund of EMD:** To get a refund of EMD (in case of unsuccessful party) the contractor shall submit MANDATE E-PAYMENT FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT (Annexure-A1) along with EMD as per the format given in this document.

33. **Refund of Security Deposit:** All security deposit shall be refunded to the contractor on expiry of one month from completion of the hiring period subject to company's right to deduct / appropriate its due against the contractor under this contract or under any other contract between NCL and the same contractor.
34. On receipt of Work Order the contractor shall accept work order within ten working days from the date of issue of Work Order. Failure to accept the work order issued by NCL within ten working days work order shall entail the hiring office to cancel the letter of acceptance of work order and forfeiture of the earnest money.

H. TAXES AND DEDUCTIONS

35. Hiring of vehicles service is covered under the Revenue Charge Mechanism as defined under Rule 2(1)(d) of Service Tax Rule 1994. Thus service tax will be paid / reimbursed as per Service Tax Rules.
36. The CMPF deductions will be as per the norms of CIL i.e. @ 12% of wages. Employer's contribution including administrative charge is to be reimbursed by NCL on submission of documentary evidence with the subsequent month's bill. It will be applicable in case of continuous hiring of vehicles. (It will not be applicable in case of day / KM basis hiring).

CMPF including administrative charges per day :

For normal duty (12 hrs – Rs. 44.26 / 24 Hrs – Rs. 88.52)

For OT per hour Rs. 5.53.

37. The TDS as per Rules / Norms will be made from the running bills.
38. Availability of the vehicle at the time of need by allotted / demanding officer must be ensured. Routine checkup / daily maintenance of the vehicle should be done by the contractor during idle time / hours, pre-arranged after discussion with user /controlling officer.
39. In case of non-availability of vehicle for more than four hours proper substitute of the vehicle to the Management's satisfaction will be provided by the contractor immediately without any extra charge, failing which NCL management will recover the additional amount due to hiring from alternative source in addition to the deduction of rental charge for the vehicle unavailable period.

I. OTHER CHARGES PAYABLE TO CONTRACTOR

40. Diesel is to be arranged by the contractor. The vehicle must have sufficient diesel to run 250 KM at any moment. For vehicles hired on monthly basis the cost of diesel shall be reimbursed on KM basis as indicated in **C.18** above as per actual or as per Singrauli outlet price whichever is less on submission of cash-memo / receipt from authorised outlet on fortnightly / monthly basis
41. **Night allowance** of Rs. 150.00 per night will be paid if the vehicle run during the trip is more than 200 Km per day for out station duty. Also if the night stay is required, the same must be recorded by the controlling officer / user in the log book.
42. Night halt charges will not be paid in any case for the vehicles hired for duty within mine area.
43. No OT will be paid for more than two hours in addition to normal 12 hours duty, excluding outstation duty. In the log book specific entry of OT Duty is essential. For 24 hours duty vehicles no OT is admissible.
44. The incidental charges other than repairs and maintenance like Toll Tax, Parking Charges, Other state entry Tax, etc. will be reimbursed on the production of original receipt. Other than above all statutory payment like Road Tax permit, insurance, Non-pollution certificate etc. will be borne by the contractor.

J. CONTRACT AGREEMENT

45. After acceptance of offer by hiring office and issue of Work Order to the contractor to proceed with the work, the contractor shall enter into and execute contract agreement (for the awarded value of Rs. 5.00 Lakhs and above) in the company's prescribed form.
46. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Required number of sets of contract document / agreements shall be prepared by the contractor at contractor's own cost and signed by both the parties. One set will be supplied to the contractor and the other copies will be retained by the company which shall be distributed to the concerned departments.
47. All additional copies should be certified by the Engineer-In-Charge otherwise the copied document will not be taken into consideration for any purpose.

48. The process for entering into the agreement within NCL and the contractor will be done as per the prevailing manual system. Following documents are to be submitted for vehicle hiring along with the Vehicle Offer Letter of the contractor –
- a) Vehicle Registration Card (RC).
 - b) Fitness certificate.
 - c) Valid Taxi permit.
 - d) Valid first party comprehensive insurance.
 - e) Pollution clearance certificate.
 - f) Valid driving license of driver.
 - g) Notorised Affidavit indicating non-involvement of the contractor in any criminal case (Annexure-E4),
49. The Agreement will incorporate all agreements between NCL and the contractor. Following documents must be combined, binded and signed within one month following issuance of Work Order -
- a. Hiring notice (Annexure-E2),
 - b. Vehicle Offer letter from contractor (Annexure-E3),
 - c. Terms And Conditions For Vehicle Hiring (Annexure-E),
 - d. Work Order issued to the contractor,
 - e. All documents as indicated in **J.48** above.

K. CONTRACTORS RESPONSIBILITY

50. Contractor must be the owner of the vehicle or a power of attorney holder from the owner of the vehicle to run the vehicle under contract period.
51. Hiring office will ensure that drivers are paid as per norms and then only payments will be disbursed. Contractor should ensure Driver's Salary to be paid as per notification of Minimum wages by respective State Government.
52. Drivers shall have experience of not less than three years with valid LMV Driving License on the date of submission of offer. Valid LMV Driving License shall be submitted before start of work failing which NCL will have full right to cancel the work order.

53. **Accidents**: It is an unlikely situation, but in case of an accident of hired vehicle, no claim on account of damage to the vehicle, driver or damages to any third party shall be admissible by NCL. The liability of any such damage / loss will be of the contractor and NCL shall in no way be liable for any such loss or damage.
54. The contractor shall not use the vehicle under contract for any other purpose during existence of contract without written consent of the company.
55. The contractor will be responsible for meeting all statutory obligations like registration of vehicles, road tax, fitness and comprehensive insurance, permit etc. of the vehicle. Timely renewal and submission of the renewed document's copy is the responsibility of the contractor.
56. The contractor will be responsible for meeting & complying with all statutory obligations of their Driver or their staff with regard to payment of salary / wages, bonus, overtime, P.F., Gratuity, compensation and leave etc. as provided in various labour laws of Central / State Govt.
57. The contractor will be responsible for any legal action by Police / RTO etc. against the driver or vehicle given under the contract.
58. The vehicle will have to be made available for all the calendar days of the month including Sunday. Hire charges payable for engaging the vehicle on Sunday / holiday, if required, will be the same as that for normal working days.
59. Hiring Office is to ensure the deployment of one / two Drivers for twelve / twenty four hours of duty respectively. No Driver should be allowed to operate in two consecutive shifts.
60. The contractor will arrange accommodation for his / her / their staff at his / her / their own cost.
61. Vehicle shall be kept washed, cleaned and in excellent running condition, failing which the vehicle will not be engaged on duty.
62. An affidavit certifying that the contractor is not involved in any criminal case & there is no any legal / police case against the vehicle or Driver or its substitutes or owner of the vehicle. (Annexure-E4).
63. Any damage caused to the user or to the company's property or any other third party shall have to be compensated by the contractor.

64. The outstation journey will be treated as normal duty for vehicles engaged on monthly basis. No additional payment will be made for out station duty unless otherwise mentioned in this document elsewhere.
65. The speedometer and milometer of the vehicle must always be in good working condition. Whenever it is not in working condition, the vehicle will be treated as out of service till such time the same is not put in working order.
66. Any taxes or duties to be levied by the state / Central Govt. during the currency of the contract / extended period are to be borne by the contractor.
67. The contractor shall comply with all the provisions of Motor Vehicle Act, 1988 rules, guidelines etc. of Central / State Govt.
68. In case the vehicle is detained by R.T.O. or any other state authority for any reason; the contractor shall make alternate arrangement without any financial implication to NCL. For the above reason i.e. in case where vehicle is detained or taken into custody by RTO / or any other state authority, if any liability arises to NCL, same shall be met by the contractor. If NCL is made liable to pay any amount towards any losses, penalty etc. the same shall be recovered from the bills of the contractor and the contractor shall not make any objection.
69. **Compliance of Labour Laws**_: During continuance of the contract, the contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law, including rules, regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority.
70. The employees of the contractor in no case shall be treated as the employees of the NCL at any point of time.

L. Termination of Contract

71. The NCL shall, in addition to other remedial steps to be taken as provided in this document, be entitled to cancel the contract in full or in part if the contractor:-
 - a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the In-

charge-Light Vehicle, then on the expiry of the period as specified in the notice.

OR

- b. Commits default / breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the In-charge-Light Vehicle Section then on the expiry of the period as specified in the notice by In-charge-Light Vehicle Section in a notice in writing.

OR

- c. Fails to complete the work or items of work with individual dates of completion, on or before the date / dates of completion or as extended by the company, then on the expiry of the period as may be specified by the In-charge-Light Vehicle.

OR

- d. Fails to comply with the terms and conditions of the contract. The In-Charge Light Vehicle / SO(E&M) may give a notice in writing to terminate the contract.

- 72. Notwithstanding anything contained herein above, if the contractor fails and / or neglects to carry out any of the terms of the agreement thereby commit breach of the contract, the company shall have the right not only to terminate the agreement but also bring the dues of the contractor at its disposal after adjustment of company's dues, loss and damages, if any, suffered by the company due to such breach on the part of the contractor.
- 73. Management reserve right to cancel the work order at any time during the contract period without giving any notice.
- 74. The contractor shall keep the vehicle insured against fire, theft, injury, accident and also third party risk under comprehensive Insurance and punctually pay each premium as and when the same shall become due. A copy of such document must be submitted within three working days to the hiring office. Re-occurrences of the incidents of non-conformity may also lead to termination of the contract of the vehicle.
- 75. The smoke emission from vehicles shall be as per norms laid down by Motor Vehicles Act which is subject to change from time to time. Non-conformity to the above specified limit of smoke emission may lead to

imposition of suitable penalty. Re-occurrences of the incidents of non-conformity may also lead to termination of the contract of the vehicle.

76. During the contract period, if the contractor does not fulfill the terms and conditions / instructions as stipulated in this document, the contract will be short closed and security money will be forfeited.
77. **Foreclosure of Contract** : If at any time after acceptance of the offered vehicle the company decide to abandon for any reason whatsoever, the company through SO(E&M) / Light Vehicle In-charge shall give notice in writing to that effect to the contractor. In the event of abandonment the NCL shall be liable to pay the contractor at the rate of full amount for works executed up to the date of such abandonment.

M. PENALTY CLAUSES

78. Breakdown shall be attended by the contractor immediately and penalty equivalent to the hourly rate [Hiring cost per day / (12 or 24 hrs. as the case may be)] shall be imposed for the breakdown period, if it exists for more than 4 hours and suitable substitute is not provided.
79. In the event of breakdown, needing repair time beyond four hours and suitable substitute vehicle is not provided by the contractor within 24 hours, NCL may hire alternative vehicle and shall recover the expense from contractor's bill (but if it continues continuously for more than 10 days the work-order is liable to be terminated.)

In case of any interpretation of any clause, the interpretation of the GM(IED) in consultation with the GM(E&M), shall be final and binding.

80. In no case the vehicle availability should be below 95% in any calendar month. For availability below 95% in any calendar month proportionate deduction will be made at double the hiring rate for total shortfall.

Availability = actual working hours worked by the vehicle in the calendar month without OT hours / total working hours in the month as per contract without OT hours.

N. SETTLEMENT OF DISPUTES

81. It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the user / department, effort shall be made first to settle the disputes at the unit / company level. The

contractor shall make request in writing to the officer In-charge for settlement of such disputes / claim with 30(thirty) days of arising of the cause of dispute / claim, failing which no disputes / claim of the contractor shall be entertained by NCL. If differences still persist, the settlement of the dispute with Govt. agencies shall be dealt with as per the guide line issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. agencies the redressal of the disputes may be sought in the court of law.

Authorised Signatory

SAMPLE VEHICLE OFFER LETTER

Singrauli dated / /

To,
The Staff Officer (E&M)
Jayant Project,
PO Jayant, Dist. Singrauli, MP
PIN - 486890

Sub : Letter of offer for the work "Hiring of Nos. Diesel Covered Jeep / car / Utility van on 12/24 hours per day basis without diesel, Registered in MP / UP / UP & MP with valid Taxi Permit.

Ref : Vehicle Hiring Notice No:

Dear Sir,

I / We offer to execute the work in accordance with the conditions of the above referred notice as available in the Notice Board. The details of the EMD being submitted by us has been furnished along with this offer.

This offer and your subsequent Letter of Acceptance / Work Order shall constitute a binding contract between us.

I / We hereby confirm our acceptance of all the terms and conditions of the above referred notice document unconditionally.

Vendor code of NCL:
(If already exists)

Yours faithfully

(Signature of vehicle owner)/
(Signature of contractor)/
(authorised signatory)

1. Name of Signatory:
3. Mobile/Telephone Number:
4. E-Mail Address:
5. Postal Address:

NON-JUDICIAL STAMP PAPER OF RS. 50/-

AFFIDAVIT

I _____ (vehicle owner / authorised Representative of M/s _____ solemnly declare that :

I / We are submitting offer for the work _____ against _____ vehicle hiring Notice No. _____ dated _____

I or my any other partner do not have any relative working in NCL
OR

Sri / Smt (Name of the relative) _____ my (Relation) _____ is working in _____ (Name of Project) of NCL as _____ (Designation / Position) in _____ (Name of department).

All information furnished by me / us in respect of fulfilment of eligibility criteria and information given in this offer is complete, correct and true. All documents / credentials submitted along with this tender are genuine, authentic, true & valid. The vehicle offer is unconditional. The provision of CMPF and misc. act shall be complied by us / me.

The firm is / I am not banned or debarred by any Govt. or PSUs.

I hereby enclose service tax registration certificate.

Or

My firm / I am not covered under the preview of service tax rule. (Strike out which are not applicable.)

There is no any police / legal case against the Vehicle or Driver, or substitute or owner of the vehicle.

If any information or document submitted is found to be false / incorrect, department may cancel my Tender and action as deemed fit may be taken against me / us including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of me/our firm and all Partners of the firm etc.

Seal of Notary

Seal & Signature of the vehicle provider

Date