



**THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVERNMENT COMPANY)**

Purchase Cell – Naini Area,
Bikash nagar, FCI Road, Turanga, Dist: Angul, Odisha State Pin: 759123

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SCCL GST No: 21AAACT8873F1ZC



NOTICE INVITING TENDERS (NIT)

Ref No. ENN123O0007, Dt.23.09.2023

Tender Closing date: 19.10.2023 at 5:00 PM/Tender Opening date: 19.10.2023 at 5.00 PM

TENDER DOCUMENT

Sub: Providing of 2WD & 4WD AC Jeeps for use at Naini Coal Mine, Chhendipada Tahasil on Monthly Hire Basis under Unit Rate System – Reg.

SCCL desires to hire 06 nos. of both 4WD AC Jeep & 2WD AC Jeep vehicles on monthly hire basis for use at Naini Coal Mine, Chhendipada Tahasil of SCCL after commencement of mining operation initially for a period of 3 years under unit rate system with following terms and conditions.

Applications are invited from interested PDFs/PAFs of Naini Coal Mine, Chhendipada Tahasil (as per tender evaluation process given at para:2) to deploy 06 nos. conveyance vehicles along with driver/ drivers for use at Naini Coal Mine, Chhendipada Tahasil of SCCL situated in Angul District of Odisha state with the following terms & conditions:

1. Quantity Required:

| S/no | Type of vehicle | Monthly run | Availability Hrs. per day | Qty |
|------|-----------------|-------------|---------------------------|-----|
| 1 | 4WD AC Jeep | 2000 KM | 24 | 1 |
| 2 | 2WD AC Jeep | 2000 KM | 12 | 1 |
| 3 | 2WD AC Jeep | 2000 KM | 12 | 1 |
| 4 | 4WD AC Jeep | 2000 KM | 24 | 1 |
| 5 | 4WD AC Jeep | 2000 KM | 24 | 1 |
| 6 | 2WD AC Jeep | 2000 KM | 24 | 1 |

The above mentioned quantities are tentative which may increase or decrease.

A. Specifications for 2 WD AC Jeep :

- Model of the vehicle : First time registered after opening of the tender meeting BS-VI norms
- Wheel Drive : 2 Wheel Drive
- Maximum Power : 70 HP or above
- Fuel : Diesel
- Seating Capacity : 6+1 or above
- Body : Closed body type hard top body

B. Specifications for 4 WD AC Jeep :

- a. Model of the vehicle : First time registered after opening of the tender meeting BS-VI norms
- b. Wheel Drive : 4 Wheel Drive
- c. Maximum Power : 70 HP or above
- d. Fuel : Diesel
- e. Seating Capacity : 6+1 or above
- f. Body : Closed body type hard top body

Common Specifications for the above vehicles: All the vehicles should incorporate the required features as specified vide DGMS Circular No. DGMS (Tech) Circular No. 06 of 2020, Dt.27.02.2020

The important features for LMVs are as follows:

- a) Seat belt and seat belt reminder
- b) Auto dipping system for head lights

2. Tender Evaluation Process:

- i. Preference for awarding the contract will be given in the following order.
 - a) Project displaced persons (PDFs) and they come under 1st Category.
 - b) Project affected persons (PAFs) and they come under 2nd Category.
 - c) Priority will be given to 1st Category persons; if not available, 2nd Category persons will be considered.
 - d) Persons falling under category 1 or 2 shall be allowed to deploy only one vehicle (which is on the name of the successful tenderer) at any given point of time.
- ii. If the tenderer is Project displaced person / Project affected person, his/her tender should accompany the following.
 - 1. Letter duly signed by the tenderer with the following details:
 - a) Extent of land acquired.
 - b) Survey No.
 - c) Village.
 - d) Mandal.
 - e) Award No. & date.
 - f) Purpose for which it was acquired.

2. Letter from SCCL authority/GM, Naini area certifying that the tenderer is Project displaced person/Project affected person.
 3. Eligibility of the tenderer under the above category is subject to verification of the genuineness of the details submitted by the tenderer.
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- iii. Further, the eligible tenderers shall affix their **own photograph** in the format attached to this tender document for participating in tender. Tenders without affixing their photo in the last page of the tender document will be summarily rejected.
 - iv. If more than one tender document is received from the same person, such Tender schedules will be summarily rejected.
 - v. Lottery shall be conducted in Unit rate Vehicle enquiries among all the received bids (separately for PDFs and PAFs) by intimating the convenient date of draw to the PDFs/PAFs who have submitted the bids for the enquiry. The date of draw shall be intimated by displaying on Notice Boards in the O/o GM, Naini Area.
 - vi. Draw will be conducted for number of PDFs/PAFs equal to the number of vehicles. Additional 3 nos. of PDFs/PAFs if available will also be selected in the lottery.
 - vii. The PDFs/PAFs who are selected in the lottery will be given serial number and sent for technical evaluation.
 - viii. On confirming the technically and commercially acceptability, the selected persons will be given serial numbers from 1 to 9. The contract will be awarded to sl. no. 1 to 6 as per the requirement of vehicles mentioned above.
 - ix. In case of any dropouts or any unsuccessful tenderer among sl. no: 1 to 6, the standby list will be considered for award of contract as per the lottery list.
 - x. The standby list will be maintained for a period of 2 (TWO) years from the date of opening of this enquiry for future requirements of vehicles, if any.

***** The SCCL reserves the right to reject or cancel all the tenders without assigning any reason.**

TERMS AND CONDITIONS:

1. The Contract shall be valid initially for a period of **3 years for 2WD AC and 4WD AC vehicles** which may be further extended if SCCL desires so upto **1 year** at the same price terms and conditions of the initial order, based on condition of the vehicle/ deployment status and performance. The tenderer should quote for latest model, first time registered vehicle as on the date of opening of the enquiry or after the date of opening the enquiry. Vehicles with

permanent registration & valid fitness issued by Transport Authorities are only permitted for deployment and vehicles with temporary registration will not be accepted. The Vehicle documents must be available with the driver at all times.

2. The tenderers are advised to get themselves registered with the concerned statutory authorities for executing the contract with SCCL if awarded including GST Registration and submit legal documentary evidence. Any consequences arising out of non-compliance of the above will not absolve the tenderer from its obligations / responsibilities under the contract.
3. The tenderer should furnish copy of PAN Card, Aadhaar card along with their offer.
4. The tenderer shall deploy brand new vehicle within 60 days for 2WD AC/ 4WD AC, along with driver(s) from the date of receipt of LOA or order. However, the successful tenderers will be permitted to commence the work with a vehicle of not more than 2 years old and shall replace the same within 90 days from the date of receipt of order. In case, the tenderer fails to deploy within the specified period, the order will be cancelled and EMD & Security Deposit shall be forfeited.
5. The tenderer shall clearly specify while participating in the tender that he/she will deploy only new vehicle.
6. The tenderer should follow all the labour legislations as amended from time to time including the Minimum Wages Act etc.
7. The tenderer should produce their bank account number with proof. Payment to the drivers shall not be less than minimum wages as per the act and the tenderer shall pay wages to the driver(s) through bank only. The contractor should produce previous month payment receipt to the drivers made as per Minimum Wages Act / Rules along with bills.
8. Duration of availability of the vehicles is 12hrs/24 hrs per day.
9. The applicable minimum wages effective from 01.04.2023 as per SCCL circular no: CRP/PER/LR/M/361/486; Dt: 27.04.2023 of GM (PER) is furnished below.

| Rates wages including VDA per day in Rs. | | | | |
|--|-----------------------------------|--------|--------|--------|
| Sl. No. | Category | A Area | B Area | C Area |
| 1. | Unskilled | 736 | 616 | 494 |
| 2. | Semiskilled/Un skilled supervisor | 816 | 695 | 577 |
| 3 | Skilled/Clerical | 897 | 816 | 695 |
| 4 | Highly skilled | 973 | 897 | 816 |

The minimum wages shall be revised from time to time as per the revised circulars/rates notified by the Central Govt./SCCL

10. The Vehicles are required to be provided on all working days of the Mine including weekly play days and holidays. For Vehicles hired on 24 hours basis, Eight Hours/week and for Vehicles hired on 12 hours basis, Four Hours/week will be spared on weekly holidays for maintenance works. Three drivers are to be deployed for 24 hours Vehicles.

11. The successful tenderer (PDFs/PAFs) shall opt for Toll payment by FAST TAG only in view of saving of time and fuel at the Toll plazas on National highways toll payments. During the outstation journey other than national highways, payment of required Toll fee(s) shall also be borne by the vehicle driver/owner. The Toll fee shall be included in the current monthly bill along with documentary proof (printout of the each transaction received in their Mobile phone, in case of Fast Tag Transactions) duly certified by the user department.
12. The Vehicles shall be insured for comprehensive risk and under no circumstances, SCCL shall be made liable for any damages. The driver and passengers should also be covered by suitable insurance policy obtained from Nationalized Insurance Companies as per the laws prevailing in the State. A copy of the comprehensive insurance policy certificate should be submitted to Area Transport Officer/concerned officer during the operation of contract.
13. SCCL is not liable to pay any compensation in case of any accident caused by/to the hired vehicle in respect of such vehicle or driver or cleaner or the third party. The owner and the insurance company are only liable to pay any compensation in case of such accident by/to the hired vehicles.
14. The equal contribution of 7% towards pension and 12% of wages towards CMPF by contractors workers engaged on various outsourced activities through Contractors/Agencies in the SCCL and contractors respectively consequent upon the amendment of paragraph-3 of Coal Mines Pension Scheme, 1998 vide, Coal Mines Pension (amendment) Scheme, 2018 and Gazette Notification No. G.S.R.540(E) dated.08.06.2018 issued by Joint Secretary to the Govt. of India, Ministry of Coal, New Delhi communicated through the Ministry of Coal's letter No. 20/110/2/2016-CMPF(PRIW-III), dtd.13.06.2018.
 - a) The following contribution of Employee's (contractor's workers) & Employers (Contractors) towards Pension under CMP (Amendment Scheme 2018 and CMPF.

| Contribution towards | Percentage of Employee's (contractors contribution employee) | Percentage of Employer's (contractors) contribution |
|------------------------|--|---|
| Pension | 7% of the salary of the employee's calculated on payable Basic and Variable Dearness Allowance (VDA) i.e. minimum wage including VDA | 7% of the salary of the employee's calculated on payable Basic and Variable Dearness Allowance (VDA) i.e minimum wage including VDA |
| CMPF | 12% of wages i.e. minimum wage including VDA | 12% of wages i.e. minimum wage including VDA |
| Administrative charges | - | 0.72% |

15. The equal contribution of 12% and 7% towards CMPF and pension respectively from the contractor's driver and the Contractor (PDF/PAF) will be deducted

from the monthly bill and the same will be remitted to the CMPF authorities by SCCL towards CMPF and CMPS for the driver.

16. The monthly rates, Rate per extra KMs run per month, additional charges per hour for utilization of vehicle beyond scheduled hours on any day and daily allowance for driver out station trips will be paid as under.

Note: 1) The above base rates are calculated as per Circular No.CRP/ MP/ Sec.19/Unit Rates/2020/277 & 1364, Dt.19.05.2020 &26.03.2021 & Circular no.CRP/MP/Sec-19/Unit Rates/2021/1688, dt.19.04.2021 with CMPF 12%, Pension 7% & administrative charges 0.72%

2) The Bonus is not factored in the unit rates and also in the PVC formula.

3) Bonus @8.33% shall be payable under payment of Bonus act, 1965 and as per circular no: CRP/PER/IR/C/85/587, dt: 08.05.2018.

- Base HSD Oil Price & Minimum Wages (Semi-skilled) considered are Rs.68.37/Ltr as on 05.05.2020 and Rs.472/day.

Note: As per Circular No: CRP/PER/IR/1495, Dt:21.11.2022 issued by Director (P,A&W) , the base rates & extra hour rates are to be calculated using PVC formula by taking minimum wages of Skilled worker from minimum wages circulars released from time to time.

Note: The following are factored in the above unit rates:

- a) Component of CMPF @12%, CMPS @7% & Administrative charges @0.72% are factored in the above monthly estimated rates and also in the PVC formulae.
- b) 10% profit margin is also factored in the above monthly estimated rates.

A. Specifications for 2WD AC Jeep :

- a) Model of the vehicle : First time registered after opening of the tender meeting BS-VI norms
- b) Wheel Drive : 2 Wheel Drive
- c) Maximum Power : 70 HP or above
- d) Fuel : Diesel
- e) Seating Capacity : 6+1 or above
- f) Body : Closed body type hard top body

B. Specifications for 4WD AC Jeep :

- a) Model of the vehicle : First time registered after opening of the tender meeting BS-VI norms
- b) Wheel Drive : 4 Wheel Drive
- c) Maximum Power : 70 HP or above
- d) Fuel : Diesel
- e) Seating Capacity : 6+1 or above
- f) Body : Closed body type hard top body

Common Specifications for the above vehicles: All the vehicles should incorporate the required features as specified vide DGMS Circular No. DGMS (Tech) Circular No. 06 of 2020, Dt.27.02.2020

The important features for LMVs are as follows:

- a) Seat belt and seat belt reminder
- b) Auto dipping system for head lights

17. If the Vehicles are required to be taken outstation for emergency use, outstation allowance will be paid to the Driver. Mere intimation to the driver is enough in respect of outstation trips.

- a. The Driver is eligible for full D.A if the distance is more than 32 K.Ms and his stay exceeds 12 hours. The Driver is eligible for half D.A if the distance is more than 32 K.Ms and if the stay is more than 8 hours and less than 12 hours.
- b. Irrespective of the distance and time for the journey/stay within the Area, no D.A will be paid to the Driver.

*For the purpose of payment of D.A, the jurisdiction of the Area will be the same as the Area defined by Area GM of SCCL.

- c. Naini Area includes GM office, Angul and Naini Mine, Chhendipada.
- d. In case of continuation of stay after 24 hours, half D.A. will be paid if the extended stay exceeds 8 hours only.

18. The cost of diesel, Lubricants, repairs, Taxes, Insurance and any other incidental expenses in running the Vehicles shall be borne by the Tenderer.

19. The Vehicles are required to be operated in Open Cast Mines/ other mines within the quarry and mine premises and other places also as per requirement of mine authorities.

20. The Speedometer shall always be in working order for all Vehicles with provision to read fraction of KM. Starting and closing time counts and Speedometer reading will be given by the concerned official to whom the Vehicle is attached for daily run. The trip sheet/Log Book should be maintained and should be available with driver for obtaining the official's signature for the trip made.

21. The SCCL will have right to shift the Vehicles in any place of the company premises and the contractor should shift the hired vehicles to any place of the company within 7 days time after receipt of the intimation. However, they will be adjusted against sanctioned vacancies within area / region to the possible extent. Further in case of Project displaced persons/Project affected persons, choice will be given to shift or withdraw without penalty.

22. Penalties:

- a. The contractor should positively deploy the vehicle within the stipulated period as per the order terms and conditions. If he/she fails to deploy the vehicle within the stipulated period, a penalty of **Rs.450/- per day** will be recovered from the contractor's future bills. The Area GM / Head of Department will take a decision either to penalize the contractor or cancel the order depending on the need & situation (From the date of completion of the lead period and till the deployment of vehicle).
 - b. The Contractor has to provide alternative Vehicle of similar type on any day if the regular Vehicle is not available for any reason except for the maintenance period. If vehicle is stopped due to trouble or if any stoppage occurs in the middle of the journey, an immediate substitute is to be provided to the place specified on request.
 - c. If the contractor fails to provide the vehicle, a penalty of amount which is equivalent to proportionate amount payable per day or the amount paid to the other agency for hiring alternate vehicle, whichever is more shall be deducted from the contractor's monthly bill towards penalty per day for non-deployment of vehicle.
 - d. If the Vehicle is taken out of station for any major overhauling/repairs etc., the tenderer shall provide alternative Vehicle of similar type for the period during which the original vehicle was under repairs. If the contractor fails to provide alternative vehicle, CGM/GM of the Area will engage another hired Vehicle and the actual cost incurred by SCCL will be recovered from the successful tenderer payment. The alternative vehicle so engaged shall be of similar type and in fit condition and can be deployed up-to a maximum period of 2 months other-wise penalty @ Rs. 450/- day is applicable.
23. The SCCL will not be held responsible for any Taxes, dues, loans or debts on the vehicles provided by the PDF/PAF and should ensure no involvement of SCCL on such accounts.
24. The vehicles shall be insured for comprehensive risk and under no circumstances the SCCL shall be made liable for any damages. The Driver and passengers should also be covered by suitable insurance policy **obtained from Nationalized Insurance Companies as per the laws prevailing in the State. Policy should cover No. of passengers as per the approved capacity of the vehicle.** A copy of the comprehensive insurance policy certificate should be submitted to Area Transport Officer/Concerned officer during the operation of the contract.
25. Vehicles registered for the first time after date of opening of the enquiry are only to be deployed for the above purpose. Good and road worthy condition Vehicles with perfect front and rear suspension and comfortable seats are to be made available. The vehicle should be maintained in FIT condition as per the Rules & Regulations of R.T.A.

26. **The driver deployed on the vehicle should have minimum 5 years of experience from the date of obtaining Transport driving license.** The Driver must be well dressed and exhibit the obedience and courtesy to the passengers traveling in the Vehicle. The driver provided to the Vehicle should possess a valid Driving License and should be of **Minimum 21 years of age and not above 50 years.** Before engaging the Vehicles on Contract work, the Vehicles will be inspected by the concerned Auto Workshop Engineer / Concerned officer and after certifying its suitability only, the vehicle will be taken for Contract work. After awarding the Contract, the Speedometer of the Vehicle will be checked by the Auto work shop Engineer/concerned officer for every 3 months for calibration and also surprise check of the speedometer will be done by the concerned Area Committee at any time. Hence, speedometer should always be in working condition. The seat covers should always be maintained in trim condition and should be given for washing for every two weeks. If the seat covers get spoilt, the same should be replaced with new covers.

27. **PAYMENT TERMS:**

a)

| Type of Vehicle | Monthly Run | 12 hrs/day in Rs. | 24 hrs/day in Rs. | Extra KM (Rs/KM) | Extra hour Rate in Rs. |
|-----------------|-------------|-------------------|-------------------|------------------|------------------------|
| 2WD AC Jeep | 2000 KM | 63139.35 | 91110.71 | 8.22 | 77.70 |
| 4WD AC Jeep | 2000 KM | - | 92383.71 | 8.52 | 77.70 |

- b) 100% payment will be arranged for value of the work done on receipt of the bill in complete shape. However, the payment will be subject to TDS recoverable as per statute. A Certificate will be given for the TDS recovered by the Company, within one week after remitting the same to Government.

The taxes ruling from time to time are applicable. Contractor has to pay professional tax as per the provisions of the Act and submit copy of the Tax payment vouchers to Sr Accounts Officers (F&A), Naini Area.

If the tenderer fails to provide the vehicle during the contract period, monthly bill shall be allowed after deducting the proportionate amount for the days the vehicle is not deployed. This deduction is apart from the penalties.

28. **PRICE VARIATION CLAUSE:**

Note: As per Circular No: CRP/PER/IR/1495, Dt:21.11.2022 issued by Director (P,A&W) , the base rates & extra hour rates are to be calculated using PVC formula by taking minimum wages of Skilled worker from minimum wages circulars released from time to time.

To take care of revision on diesel oil prices, the successful tenderer will be allowed revision on pro-rata basis upward / downward at the following formula:

a) New Rate per month

$$= [\text{Order Rate per month}] + [\{M \times \text{Variation in HSD rate} \times \text{scheduled KMs Run}\} + \{30 \times \text{MF} \times 1.1972 \times \text{variation in min. wages per day}\}]$$

Where M= 0.09 & MF=1.5 for 2WD AC, 12 Hrs,

M= 0.09 & MF=3.0 for 2WD AC, 24 Hrs

M= 0.10 & MF=3.0 for 4WD AC, 24 Hrs

b) PVC Formula for Extra hour rate for driver:

$$= [\text{Extra hour Rate in order}] + [\{1.1972 \times \text{Variation in Min. Wages per day}\} / 8]$$

c) Extra KM Rate:

$$(\text{Old Rate per KM}) + [M \times \text{Variation in HSD Rate}]$$

d) DA for outstation trips:

$$\text{New DA} = \text{Old DA} \times (\text{Latest AICPI} / \text{Old AICPI})$$

Ex: New Rate per month of 2WD AC Jeep = [(Order Rate per month)] + [{M x Variation in HSD rate x scheduled KMs Run} + {30 x MF x 1.1972 x variation in min. wages per day}]

$$\begin{aligned} &\text{New Rate per month of 2WD AC Jeep 2000 KMS run and 12 Hrs availability} \\ &= \{[(63139.35) + (0.09) \times (93.62-68.37) \times 2000] + [30 \times 1.5 \times 1.1972 \times (695-472)]\} \\ &= \text{Rs. 80184.26} \end{aligned}$$

After considering the above, the present payment shall be

| Type of Vehicle | Monthly Run | 12 hrs/day in Rs. | 24 hrs/day in Rs. | Extra KM (Rs/KM) | Extra hour Rate in Rs. | DA for Driver for Outstation Trips (in Rs) |
|-----------------|-------------|-------------------|-------------------|------------------|------------------------|--|
| 2WD AC Jeep | 2000 KM | 80184.26 | 120169.51 | 10.74 | 111 | 300.00 |
| 4WD AC Jeep | 2000 KM | - | 122001.51 | 11.32 | 111 | 300.00 |

29. SCCL reserves the right to cancel the allotted tender work during the contract period of 3 years or extended period at any time without assigning any reason with one month notice. If the tenderer wants to withdraw, he/she should give 90 days notice and EMD and security deposit shall be forfeited.
30. The agency has to comply with RTA Rules and shall be in possession of necessary permission, license etc., to ply the vehicle on hire. Copy of the

Registration Certificate of the vehicle is to be submitted while commissioning the contract.

31. The driver with the Vehicle has to report to the designated Officer at the specified time every Day. **The driver shall be provided with a mobile phone by the firm / contractor at his own cost. The driver shall keep the mobile phone always in his possession.**
32. Agreement is to be entered within 30 days from the date of commencement of order on **Rs.100/-** non-judicial stamp paper. Bills shall be payable only after receipt of agreement bonds by the concerned paying authority of the area.
33. In all cases of disputes, the decision of SCCL shall be final. The Courts of Kothagudem (District: Bhadradi Kothagudem) in the State of Telangana only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this contract.
34. The tenderer shall keep their offer validity upto the stipulated period of 180 days. Withdrawal of their offer during validity/ extended validity will lead to forfeiture of their EMD amount so paid and they will not be considered in future enquiries.
35. The filled-in sealed tenders must be super scribed with the name of the work, closing date and opening date. The tenders not bearing the full superscription are liable to be rejected unopened.
36. The Successful Tenderer shall have to deposit a sum of **Rs.5,000/- (Rupees Five Thousand only) per vehicle as Security Deposit** by way of DD within two weeks from the date of commencement of the work. This amount will bear no interest and will be refunded after 3 months from the date of expiry of the contract period and on satisfactory completion of the work.
37. The Contract is liable for termination in cases where:
 - a. There is continued default by the Contractor for three days and if the concerned officer certifies that the performance of the contractor is not satisfactory.
 - b. The performance of Contractor is unsatisfactory at any stage.
38. Pollution under Control Certificate is to be obtained from the concerned Statutory Authorities from time to time and the Certificate is to be kept available in the vehicle.
39. The contractor should provide minimum 3 pairs of Khaki uniform to the Drivers as per RTA Rules and also provide identity card to the driver at his or her own cost. The Vehicle driver must wear the uniform and identity card on duty hours always. If he does not wear the uniform and identity card, he will not be allowed for duty and vehicle is deemed as not deployed for that day / days.
40. The contractor should deploy a permanent driver having valid driving license and he/she should be familiar with the antecedents of the Driver and he/she will be held responsible for any misdeeds of the Driver which cause inconvenience or discomfort to the users. If required SCCL has got right to verify the antecedents of the driver from police Department. SCCL has got

right to ask contractor to replace the driver if his antecedents / behavior are not satisfactory.

41. As far as possible the contractor should not change the driver without the permission of the concerned Officer. If the performance of the Driver is not satisfactory, the Driver should be changed as per the advice of the concerned officer.
42. If the contractor fails to fulfill the contract conditions and service is stopped due to failure, the Security Deposit will be forfeited and risk hire charges shall be recovered from the Contractor.
43. Any contravention by successful tenderer or any person employed by him/her or acting on his/her behalf or any of the terms of contract or any of the provisions or any Act, Rules. Regulations or company's standing orders or any rules regarding conduct and discipline as formulated by the Company would be communicated in writing to successful tenderer or to the person acting on his behalf by Area General Manager/ GM (E&M), (Transport). After having been informed of such contravention, if he/she fails to take appropriate action, Area General Manager/GM (E&M), Transport has the right to refuse the person responsible for such contravention to enter into the premises of the company's establishments till the cause of such contravention is removed or informed in writing of the corrective action taken by Contractor with an assurance about non-recurrences of such contravention.
44. Area General Manager / GM (E&M), Transport is the authority to determine whether there is failure on the part of the contractor regarding providing of Vehicle services. In case of any appeal against the Area General Manager/ GM (Transport), decision shall lie with the Director (Operations)/Director (E&M)/Director (P&P) and his decision would be final and binding.
45. The SCCL is not liable to pay any compensation in case of any accident caused by/to the hired vehicle in respect of such vehicle or driver or cleaner or the third party. The owner and the insurance company are only liable to pay any compensation in case of such accident by/to the hired vehicles.
46. The SCCL is not responsible in any way for the safety of the hired vehicle during the period when the vehicle is at its disposal, but the owner of the hired vehicle is responsible for the safety of such vehicle.
47. The owner of the hired vehicle shall be liable for payment of any compensation, damages etc. that may be awarded by any competent authority in case of accident caused by / to such hired vehicle. The SCCL shall not be responsible for any such payment.
48. The owner of the hired vehicle agrees to indemnify the SCCL for any loss or damage suffered or compensation paid by it due to any motor accident caused by/to such hired vehicle.
49. The owner of the hired vehicle shall inform in writing to the concerned insurance company with which the subject vehicle is insured about the hiring of his vehicle with the SCCL and the conditions thereof, under intimation to the SCCL.

50. The contractor should furnish a letter once in three months from the financier that installments are paid up-to date if applicable otherwise succeeding month bill will not be passed.
51. The Contractor has to provide minimum amount with driver as imprest Cash which is equivalent to cost of one tank full of diesel plus **Rs.1000/-** to attend any break down / maintenance / to arrange a vehicle in case the vehicle is stopped.
52. The Contractor should not sell the contractual rights to any other person /agency during the tenure of contract. Power of authority for execution of the contract also cannot be assigned to any other person / agency during the contract period and breach on this account is liable for termination of order. Payment of monthly bills will be released in the name of the contractors only and no authorizations will be entertained. Further, the Contractor should nominate their authorized representative, if required.
53. Invariably the contractor has to provide 3 drivers for 24 hrs vehicles. If the contractor fails to provide 2nd and/or 3rd drivers, the amount equal to their payment shall be deducted from the contractor's monthly bills. Even if the contractor manages more than 1 shift with 1 driver, it will be treated as 1 driver and payment will be made accordingly.
54. At the time of deployment of vehicle by the contractor, he/she has to give names of eligible Drivers to be engaged during entire requirement as per NIT. In case of absence of permanent driver, the stand-by driver only has to be engaged. Further, the Drivers have to hold Identity Cards with full address, Photograph etc., and those identity cards are to be signed by Area Auto Workshop Engineer/Concerned officer at area, after furnishing the information by the Contractor about the antecedents.
55. The drivers deployed shall undergo training at VTC, Medical Examination as per SCCL rules in Vogue.
56. **Taxes etc.:**
- a. Notwithstanding anything contained in NIT document, Taxes and other statutory levies including Service tax if any applicable during the execution period of the contract will be to contractor / agency account.
 - b. The payments to contractor are subject to TDS u/s 194 C of the Income tax Act.1961 and rules and other regulations specified there under.
 - c. Introduction of new taxes / duties or with-drawl of taxes / duties if any shall be to the account / credit of SCCL as the case may be.

The Contractor has to follow tax rules as amended from time to time by the government.

57. The Successful Tenderers shall confirm to deploy the vehicle for another 1 year over and above the ordered period of **3 years as the case may be**, If SCCL desires for extension of contract on same rates, terms and conditions.

Note:

1. The Project displaced persons/Project affected persons shall enclose the documentary proof of being PDF/PAF.
2. The tenderers shall **sign on all the pages of NIT terms and conditions.**
3. The Tender documents along with Application for participating in Tender are to be submitted/posted in a sealed cover clearly super scribed with Enquiry Number & Date, Date of Opening the Enquiry, Name of Person with Address & Phone Number to the following Address before the Closing Date & Time:

The General Manager, Naini Area
The Singareni Collieries Company Ltd
Turanga, FCI Road, Bikash Nagar
Angul, Odisha--759123

(Copy of NIT consists of 14 Pages)

**The General Manager, Naini Area
(The Singareni Collieries Company Ltd)
Turanga, FCI Road, Bikash Nagar
Angul, Odisha—759123**

APPLICATION FOR PARTICIPATING IN THE TENDER

Date: 25.09.2023

To
The General Manager, Naini Area
The Singareni Collieries Company Ltd
Turanga, FCI Road, Bikash Nagar
Angul, Odisha--759123

Dear Sir,

Sub: Providing of 06 Nos. of 2WD & 4WD AC Jeeps for use at Naini Coal Mine, Chhendipada Tahasil on Monthly Hire Basis under Unit Rate System-reg.

Ref: ENN123O0007, Dt.23.09.2023

I/We submit my/our acceptance for providing of any 01 No. of Vehicle of **latest** model/first time registered after opening of the enquiry, as per NIT specifications along with Drivers at SCCL on hire basis for a period of 3 **years as the case may be** with our fuel.

I have agreed to abide by all the terms and conditions mentioned in the NIT and also declare that I am not employed in Govt./PSU/any other Organizations.

Enclosed: Proof of Project Displaced persons/Project affected persons YES/NO.

Photo of the
Applicant

Full Address:

Yours faithfully,

NAME:

PDF/PAF:

Mobile No.

Please enclose Aadhaar card, Pan card & Copy of certificate (PDF/PAF)