SPECIAL CONDITION OF CONTRACT

TENDER FOR HIRING SERVICES OF BRAND-NEW MAHINDRA BOLERO (DIESEL)

TENDER NO: NEGDCL/TENDER/Vehicle/2024-25/13

No. of Vehicles required	2 Nos. Mahindra Bolero (Diesel)
Bid Submission Mode	Bid to be submitted in C&P Dept., NEGDCL in sealed envelope containing the tender number.
	Only one bid will be accepted from one bidder. If at any stage it is found that a bidder has submitted more than 1 (one) bid in his / her name against the tender, i. e. either after the submission of bids or during scrutiny of bids of provisionally selected bidders through bid evaluation or during pendency of award of contract, then all the bids submitted by such bidder(s) will be rejected, if awarded contract(s) to such bidder(s), will also be forfeited.
Duration of Contract	2 (Two) years, extendable by another year at the same rates, terms, conditions at the sole discretion of NEGDCL
Mobilization Period	30 days from the date of intimation via email.
For any Queries	head_contracts@negdcl.co.in

The bid will be evaluated on the basis of applicable **Service Charge** against the **Fixed Charge** of the vehicle in the SOR. The bidder quoting the **Lowest Service Charge** will be awarded the bid. Limit 0 to 10%. However, if more than one bidder offers identical Service Charge, the eligible bidder will be evaluated by draw of lots.

Applicable rates for Mahindra Bolero (Diesel):

Item No.	Description	Amount (Rs.)
1	Fixed Charge per Month per Vehicle	35,000.00
	Note: Fixed charge is inclusive of monthly wage of regular driver (if hired) to be paid by the successful bidder as per minimum wage declared by Govt. of Assam. As and when Govt. of Assam declares the hike in VDA, the same shall be borne by NEGDCL	
2	Running Charge per KM at HSD (High Speed Diesel) Rs 8.0 per KM	
3	Vehicle duty hour (Monday to Saturday)	08:00 AM to 04:00 PM
4	Sunday duty charge	Rs 700.00
5	Drivers Single OT 01/hr. (Beyond 8th hour to 10 th Hr) for Weekdays and Sunday	Rs 65.00
6	Drivers Single OT 01/hr. (Beyond Rs 125.00 10 th Hr) Weekdays and Sunday	
7	Night Halting Charge per Halt 700.00 (Outstation)	
8	Daily Allowance in case of night halting 300.00	

Instruction to Bidders

1. TENDERING PROCESS:

- 1.1 Only one tender will be accepted from one bidder as mentioned in the tender document. Each bidder will have to personally fill the bid.
- 1.2 Bid has to be submitted on or before the scheduled bid closing date and time through offline mode in the Office of NEGDCL, 5th Floor, Central mall, G S Road, Christian Basti, Guwahati-781055.
- 1.3 Only one bid will be accepted from one bidder. If at any stage it is found that a bidder has submitted more than 1 (one) bid in his / her name against the tender, i.e. either after the submission of bids or during scrutiny of bids of provisionally selected bidders or during pendency of award of contract, then all the bids submitted by such bidder(s) will be rejected and the Performance Security submitted, if awarded contract(s) to such bidder(s), will also be forfeited.
- 1.4 Signed and sealed tender copy accepting all the terms and conditions of the tender shall be attached along with the bid document.
- 2. VEHICLE TYPE: The successful bidder shall engage a *MAHINDRA BOLERO* (*B6 Model*) *Diesel* along with *GPS system installed* having BS-VI or latest Emission norms with all standard fittings and accessories as per the manufacturers latest leaflets and purchased after issuance of LOA.

1. For Mahindra Bolero:

i	Vehicle Name	Mahindra Bolero
ii	Model	В6
iii	Vehicle Category	SUV
iv	Engine Type	Diesel
v	Colour	White
vi	Vehicle Tracking System (VTS)	GPS should be Installed and functioning, which is to be maintained in active condition during the period of contract. The Contractor will submit the Monthly VTS Statement clearly showing Monthly Total KM Run of the vehicle along with the Monthly Kilometer Cum Bill Statement, as and when instructed by the
		Company's Engineer/Officer.

3. TERMS OF PAYMENT:

On receipt of the Monthly statement-cum-kilometer-age bill, the Company's Engineer/Officer shall verify the same with Daily Log Book and forward the same after making adjustment as may be necessary to the Finance Department of the Company for Payment. The Bill submitted by the contractor must be accompanied with the following:

- (i) Daily Log Sheets in original for the month.
- (ii) The Company shall pay the Contractor during the term of the contract the amounts due from time to time calculated according to the rates of payment set out hereof and in accordance with the other provisions of this agreement.
- (iii) Payment of monthly bills, if undisputed, shall be made within 30(Thirty) days following the date of receipt of the same by the Company. The company shall within 30 (Thirty) days of receipt of invoice notify the Contractor or any item under dispute, specifying the reasons thereof, in which event, the disputed amount may be withheld till settlement of the dispute, but payment shall be made for the undisputed portion on or before the due date.
- (iv) The contractor must comply with the statutory requirements such as registration with PAN & GST.

Subject to the receipt of payments from NEGDCL as contemplated in this agreement, the agency/contractor will be solely and exclusively responsible for disbursement of salary amount to all its personnel deployed under this agreement.

4. TERMINATION

(a) The driver or drivers engaged by the contractor should be of good character, discipline and in good health. If the driver or drivers indulges in any theft, or other unlawful activities, action will be taken as per the law of the land. If the vehicle is seized by the Police or any other law enforcing agency for such activities, it will be the responsibility of the contractor to deal with such matter. Under no circumstances, the vehicle should carry out / involve in any unlawful activities / duties. In the event of any such case, the contractor will be held responsible for the consequences and shall lead to termination of the contract.

5. GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating and shall be liable for ensuring compliance all HSE laws. The crew members will not refuse to follow any instruction given by company's Manager/Safety Officer/Engineer/Official/ Supervisor for safe operation. Any compensation arising out of the job carried out by the Contractor whether related to Pollution, Safety or Health will be paid by the contractor only. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

6. LIQUIDATED DAMAGE:

Liquidated Damages for delay in placement/mobilization of equipments/ vehicles shall be applicable @0.5% of the contract value per week or part thereof, for delay in placement of vehicle(s)/ equipment for Company's services/ Contract mobilization/completion date subject to a maximum ceiling of 5% of first year Contract value including mobilization cost, if any.

If the Principal has disqualified the Bidder from the tender process prior to the award, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

7. APPLICABILITY OF LAW & JURISDICTION:

The order shall be governed and interpreted in accordance with the applicable laws of India and Guwahati High Court in the State of Assam shall have exclusive jurisdiction.