



## SJVN Arun-3 Power Development Company (P.) Ltd. (A company promoted by SJVN limited, joint venture of Govt. of India and Govt. of H.P.)

Annexure-A

## TERMS & CONDITIONS (T&C)

## 1. Evaluation & Award:-

Evaluation of applications/Proposal shall be done as per the internal policy for hiring of vehicles.

- 2. The cost of running maintenance & repairs (minor or major) of the vehicle will be borne by the owner and nothing shall be paid by SAPDC.
- 3. The vehicles shall be in good condition and shall be deployed within 30 (Thirty) days from the issuance of (LOA).
- 4. SAPDC will make reimbursement of fuel (Diesel) for the vehicle as per prevailing market rates of Khandbari/ Tumlingtar on the basis of actual running of the vehicle. For all the vehicles mileage @ 8.0 Km / Litre shall be considered.
- 5. Model of all the vehicles should be Year 2018 & above. Further, vehicle should not have run more than 30,000/- KM at the time of deployment.
- 6. The normal duty hours of vehicle shall be 12.00 hours Day/Night as per requirement of SAPDC. However, the vehicles can be deployed beyond 12.00 hours period for which additional payment @NPR 330/- per hour shall be made. After 12.00 hours running owner shall deploy an another driver
- 7. The vehicles are required to visit the various locations of project sites i/c transmission lines and shall be apply on all Kacha & Pucca roads as per requirement of SAPDC depending upon the duty. The vehicle should be capable of plying on tough and rough terrains in with frequent visits to Dadagaon (Diding VDC) and Dovan (Num VDC). Before submission of application, the owner of the vehicle should visit and assess the roads of project, nothing extra shall be paid by SAPDC towards this.
- 8. The registration fee, route permit, renewal of route permit, Insurance covers and charges for passing of vehicle and all other taxes & levies etc. will be borne by the owner of vehicle.
- 9. In case of breakdown, the owner has to provide substitute vehicle in schedule time as per direction of EIC for which no extra payment shall be made by SAPDC. If the owner does not provide substitute vehicle or vehicle is absent from duty then deduction on pro-rata basis of monthly hiring charges for the period of absence will be deducted from the bill. In addition to above, penalty @ NPR 4000/- per day will be imposed for non-performance of duty.
- 10. A CDMA mobile phone with CDMA SIM in proper working condition should be provided to the driver by the owner of the vehicle, the cost of the same shall be borne by the owner. Any change in phone No. shall be intimated in advance to the EIC.
- 11. The owner of vehicle shall not use the vehicle under contract for any other purpose during the contract period without written consent of the EIC.
- 12. The owner of vehicle will be responsible for meeting all statutory obligations and labour laws etc. applicable from time to time.
- 13. The owner shall be responsible for all taxes, duties, penalties, other Govt. Statutory levies applicable from time to time if any of the vehicle to be paid during the contract period, prices for which, shall be deemed to be inclusive in the monthly hiring charges. All statutory norms should be fulfilled. In case the contractor is found defaulter in the payment of various taxes / levies to the Govt. banking institutions etc. SAPDC will deduct the same from the monthly hire charges bills of the contractor for remitting the same to the institutions from whom such intimations are received by the SAPDC.

- 14. The owner of the vehicle will be solely responsible for compensation payable arising out of accidents including payment to third party, if involved, no compensation in case of accident / damages to vehicle or for death / injury to the driver/conductor will be paid by the SAPDC.
- 15. If any loss to the property of SAPDC is caused due to the negligence on the part of the driver of the vehicle, such losses shall be borne by the vehicle owner.
- 16. The driver / vehicle owner shall keep and maintain logbook of the vehicle, which shall be completed every day. In case of incomplete logbook, it shall be construed to mean vehicle has not been used by the SAPDC.
- 17. All journeys performed / covered on account of filling of fuel / repairs and by the driver for his halt at out station / at Head Qtr. from its residence / place of posting of duty shall not be paid by SAPDC.
- 18. The payment towards the engagement of the vehicle will be made within one (01) month of the receipt of the bill complete in all respect. The same shall be remitted in the bank.
- 19. **Period of Contract:-** Initially vehicle will be hired for two year or up-to vehicle total running KM reading is 100000 whichever is earlier. However, in case of PAP/PAF/PAH category, limit of 100000 running KM shall be up-to 125000 km. The contract can be further extended for one year at the discretion of SAPDC with mutual understanding between both the parties.
- 20. The contract for hiring of vehicle can be terminated by SAPDC by serving Fifteen (15) day notice without assigning any reasons.
- 21. The rates shall be firm during the entire contract period and no escalation shall be paid by SAPDC.
- 22. Five percent (5%) of monthly bill will be retained by SAPDC towards security deposit up to maximum accumulation of one(01) month bill, which shall be reimbursed to the owner of vehicle within 15 days of successful completion of the contract period.
- 23. Outstation stay allowance for the driver shall be given NPR 600/- (six hundred) per night. However, no outstation stay allowance reimbursement shall be payable made within 60 Km of Headquarter of the vehicle.
- 24. The speedometer as per the vehicle will be jointly checked by the owner and Engineer- In-Charge. The vehicle without working speedometer shall not be acceptable. In specific cases of speedometer breakdown, the permission for running shall be obtained from the Engineer-in-Charge (EIC) nominated by SAPDC who shall also act as consignee for the subject job. However, the same shall be rectified/repaired at the earliest. The EIC shall inspect the vehicle before engagement with SAPDC.
- 25. The Head Quarter for the vehicles deployed at Power House Complex shall be at Didding(Pukhwa), for Dam Complex at Phaksinda and for SAPDC Complex at Tumlingtar.
- 26. In case of emergent job requirement, any refusal to perform duty within the stipulated duty sphere shall attract penalty mentioned above, even if the vehicle has performed duties during the stipulated duty hours. Such thrice-accumulated refusal shall be liable for the termination of the contract.
- 27. The driver to be engaged should possess a valid driving license and should have a minimum experience of three (03) years to drive the vehicle in the hilly terrain. Any changes of the driver shall be intimated in advance to the E.I.C.
- 28. If any party / operational crew of vehicle will complain regarding their nonpayment of spare/repair charges, fuel charges/salary with authentic proof, then the payment of vehicle owner will be withheld till settlement of issue with the party and proof in this regard.
- 29. Weekly Rest: One day's weekly rest for the vehicle shall be fixed by the E.I.C.as per requirement.
- 30. In case the hired vehicle is utilized on the weekly rest days, the extra payment shall be made @ NPRs 4000/- per day.
- 31. Income tax as applicable shall be deducted at source.
- 32. Conditional bid(s) shall not be acceptable and liable for rejection.
- 33. Parking charges/toll tax/barrier entry fees etc. if any, paid during outstation journey by the taxi owner/driver deputed on SAPDC duty shall be reimbursed at actual subject to production of original receipt along with the bill for final payment.
- 34. In case of any dispute arising out of above conditions, the local court of Justice at Chainpur shall have the jurisdiction to adjudicate upon.
- 35. First Aid Boxes containing sufficient stock of first Aid medicines and portable fire extinguishers should be kept in the Vehicle.

36. For any enquiry/clarification for submission of application etc. and any other information, the Bidders may contact to:-

	Name	Designation	Contact No.	Address
Er. Sharma	Vivek	Chief Engineer (P&C)	Phone.No:- +977-29-575154	Arun-3, SAPDC Office Complex, Tumlingtar, Distt. Sankhuwasabha, Nepal.

37. SAPDC reserves right to accept or reject any offer or all offer without assigning any reasons thereof.

For & on the behalf of SAPDC

Sd/Chief Engineer (P&C)
Arun-3HPP, SAPDC
Office Complex.Tumlingtar
Distt.Sankhuwasabha, Nepal
Phone No.:- +977-29-575154

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