


RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED

[Corporate Identity Number (CIN): L40109RJ2000SGC016485]

Regd. Office: Vidyut Bhawan, Jyoti Nagar, Jaipur - 302005

OFFICE OF THE SUPERINTENDING ENGINEER (T&C)

Ratangarh, Distt. Churu (Raj.)

Telephone: +91-01567-223725

 email: se.400ratangarh@rvpn.co.in;

 Website: www.rvpn.co.in / www.energy.rajasthan.gov.in
NOTICE FOR INVITING BID FOR HIRING OF VEHICLE (BOLERO/JEEP-DIESEL) WITH DRIVER
**BID INVITING NOTICE No.SE(T&C)/AEN-I/RTGH/NIB - BN-3030001702
UBN NO. – VPN1718SSOB00672**

Sealed bids are invited through off line from competent and experienced contractors/firms/vehicle owners/transporter for hiring of vehicle (Bolero/Jeep – Diesel) with driver for office of the Assistant Engineer-I (T&C), RRVPNL, Ratangarh as per details given below:-

| | |
|--|--|
| BID NO. | BN-3030001702 |
| BID DESCRIPTION | HIRING OF VEHICLE (BOLERO/JEEP-DIESEL) WITH DRIVER FOR A PERIOD OF SEVEN (7) MONTHS APPROX. |
| QUANTITY | 1 No. |
| LAST DATE AND TIME FOR BID SUBMISSION | 22.08.2017, UPTO 2.30 PM |
| DATE AND TIME OF OPENING OF BID | 22.08.2017, 4.00 PM |
| ESTIMATED COST | Rs.1,40,000.00 |
| BID SECURITY TO BE DEPOSITED | Rs.2800.00 |
| COST OF BID SPECIFICATION TO BE DEPOSITED | RS.885.00 (NON REFUNDABLE) |
| VALIDITY | 60 DAYS FROM THE DATE OF OPENING OF BID |

GENERAL INSTRUCTIONS REGARDING BID :

1. The bidders, in their own interest are requested to read very carefully the bid documents before submitting the bid. The bidder can download bid documents from the website rvpn.co.in/www.energy.rajasthan.gov.in/ <http://sppp.raj.nic.in>
2. The bid should be addressed to the Assistant Engineer-I (T&C), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Ratangarh.
3. The bid shall be submitted in closed/sealed envelope duly super scribed "Bid for Hiring of vehicle(Bolero/Jeep-Diesel) with driver, **BN-3030001702**"
4. All additions and / or alterations in the bid must be clearly initialed by the bidder.
5. Bids received late, from the date & time indicated above, due to any reason or incomplete bids shall not be accepted for consideration.
6. All the documents required as per specification like Registration of vehicle, driver papers, service tax registration no. paper etc. along with specification & G-Schedule shall be submitted by the bidder duly filled up in all respect with seal & signature on each page.
7. The Bid is being invited for Assistant Engineer-I (T&C), RVPN, Ratangarh having office at 220 KV Grid Sub Station, Sardarshahar Mega Highway, Ratangarh, Distt. Churu (Rajasthan) and bid is to be sent on aforementioned address through registered post or handed over personally. E-mail id is aen.cm.400sujangarh@rvpn.co.in and contact no. is 01567-222837.
8. Bid will be accepted up to 02.30 PM of dated 22.08.2017 & will be opened on the same day i.e. on dt.22.08.2017 at 4.00 PM in the presence of bidders or their representative, who wish to be present.

Superintending Engineer (T&C)
 RVPN, Ratangarh

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BID SPECIFICATION / G-Schedule (Bid No. - 3030001702)

SCOPE

This specification covers the hiring of vehicle (Bolero / Jeep - Diesel) in Diesel variant only through contractors/firms/vehicle owners/ transporter for the office of the Assistant Engineer-I (T&C), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Ratangarh. Hired vehicle shall be used anywhere as per jurisdiction of the office where hired.

TERMS & CONDITIONS

1. The procurement process shall be governed by RTPP Act, 2012 and RTPP Rules, 2013.
2. The AEN-I (T&C) is being done through single stage bid.
3. RVPNL does not bind himself to accept the lowest or any other bid and reserve the right to reject any or all bid(s) without assigning any reason thereof.
4. RVPNL reserves the right to award this work wholly or partly to any other contractor also.
5. RVPNL reserves the right to terminate the contract at any time by giving 15 days notice in writing without assigning any reason thereof.
6. In case of any violation of terms & conditions of contract or unsatisfactory service/ performance, RVPNL reserves the right to terminate the contract by giving 15 days notice to the contractor.
7. Any Bid not accompanied receipt for depositing of cost of Bid Specification and bid security shall be rejected and the Bid will not be opened.
8. Conditional bids will not be accepted.
9. No interest shall be payable on such deposits.
10. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security. In case of successful bidders, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of Performance Security.
11. RVPNL reserves the right to forfeit bid security or a part thereof in circumstance, which according to him indicate that the bidder is not earnest in accepting/executing any order placed under the specification and under following conditions :-
 - (i) when the bidder withdraws or modifies its bid after opening of bids.
 - (ii) when the bidder does not execute the agreement, if any, after placement of work order within the time specified.
 - (iii) when the bidder fails to commence the service or execute work as per work order within the time specified.
 - (iv) when the bidder does not deposit the performance security within specified period after the work order is placed.
 - (v) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the RTPP Act/Rules.
13. The contract shall be for a period of 07 (Seven) months approximately i.e. from 01.09.2017 to 31.03.2018 and may be extended further subject to satisfactory working/ performance, if required by RVPNL.
14. The quoted rate(s) shall be valid for 15 days from the date of bid opening.
15. All legal deductions such as income tax etc.(if any, applicable) shall be made as per Law/Rules applicable at the time of payment.
16. The contractor shall execute contract agreement on the Non Judicial Stamp paper as per Stamp duty applicable of Govt. of Rajasthan in the prescribed Performa within 7 days from the date of issue of the order.
17. The whole responsibility to take care of all safety measures would be of contractor/firm/vehicle owners/transporter/driver. Any compensation payable for damages caused due to accident (fatal or non fatal) by his vehicle/ driver to any party/property shall be borne by the contractor only. RVPNL will not be responsible for the same.
18. The working hours for hired vehicle shall be 24*7 days.

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- 19. All the disputes arising out of the contract between the contractor and RVPNL shall be subjected to the jurisdiction of the Court situated at Churu (Rajasthan) only.
- 20. The contractor shall not assign the work to any other person to execute the work in part or full.
- 21. No Dues certificate will be submitted with the final bill duly counter signed by the order issuing authority.
- 22. The Hired vehicle may be parked in the premises of RVPNL, if space is available, However, the whole responsibility to take care of all safety & security of the vehicle would be of contractor/firm/vehicle owners/transporter/driver and it will be solely at the risk of the contractor. RVPN shall not be responsible for these and no compensation will be payable on these grounds. Any loss/damage etc., if occurred, the same shall be borne by the contractor.
- 23. In the event of any breach of any terms & condition or delay or default the contract will Terminated and security deposit and other financial holds will be forfeited by the Nigam No Interest shall be paid on such deposits.
- 24. Work is to be done as per G- Schedule provided with NIB specification
- 25. The tender should be submitted in sealed cover. It should be clearly mentioned on the envelope that the " Tender for providing vehicle at AEN-I (T&C),RVPN,Ratangarh"

26. **Payment:**

- 1. For KMs run More Than 1500 KMs /Month the payment shall be done @ Rs7.25 per Km. •
- 2. Petrol/Diesel/Lubricant is to be supplied by contract
- 3. Performance security shall be deposited @5% of the awarded total contract value, either in cash or by crossed demand draft/Banker's cheque in the name of Accounts Officer (T&C), RVPN, Ratangarh, within thirty (30) days from the date of issue of the order. The performance security will be refunded after successful completion of the contract.
- 4. The bill is to be submitted monthly and payment shall be arranged on monthly basis. The contractor will have to furnish the information every month or with every bill in respect of deduction made towards CPF/EPF as per Govt. Rules/Act along with registration number of CPF/EPF of the driver, in case engaged in connection with the execution of work from the date of its commencement and up to the date of completion of this work. If the contractor fails to furnish this information, no payment will be released till received of this information. However, if vehicle driven by the vehicle owner (self) then he has to furnish a certificate to this effect along with bill.
- 5. All taxes except toll tax and service tax shall be borne by the contractor/firm/vehicle owner/ transporter. Reimbursement of toll tax paid by the individual/contractor/firm shall be made on production of receipt of payment of toll tax. The Service tax will be applicable as per rules in force, which will be paid extra if applicable on submission of the documentary proof. The contractor, if registered with Service Tax Department, is required to furnish Service Tax Registration No. along with supporting document with bid. **However, on introduction of GST, implication will be worked out and liability calculated in such a way that it is tax neutral for the bidder.**
- 6. The bidder will have to quote the FIRM prices inclusive of all taxes, duties, R & M charges, CPF contribution, EPF, ESI and other liabilities, except toll tax and Service tax which is payable extra, if applicable. **However, on introduction of GST, implication will be worked out and liability calculated in such a way that it is tax neutral for the bidder.**
- 7. In case of night halt other than that of head quarter a sum of Rs.200 per night shall be paid for the driver.
- 8. The bid specification cost (nonrefundable) i.e.Rs.885/- and bid security i.e.Rs.3000/- shall be deposited either in cash or by crossed demand draft/Banker's cheque in the name of Accounts Officer (T&C), RVPN, Ratangarh
- 9. Income Tax & other taxes will be deducted at source by the Nigam at the time of payment

10. **VEHICLE**

- (i) Vehicle shall not be more than 6 years old as on the date of bid opening.
- (ii) The vehicle should have valid taxi permit, certificate of "Pollution under control", "valid Insurance coverage" and up to date Road tax paid documents.
- (iii) The Milometer of the vehicle must be accurate & in working condition.

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- (iv) All the documents of vehicle must be renewed by the contractor at his own, time to time before its expiry of validity during the contract period.
- (v) The vehicle(s) must ply on all those roads which are considered suitable by the concerned controlling officer of RVPN/ In-charge of the vehicle and his decision in this regard shall be final & binding.
- (vi) Photostat copy duly notarized of all relevant documents of vehicle like taxi permit, registration, insurance, road tax, pollution under control etc. are to be submitted along with the bid & at the time of agreement.
- (vii) All expenditure on repairs, maintenance, taxes, permits, road tax, pollution etc. will be borne by the contractor. No hiring charges of vehicle will be paid to the bidder during the repair work.
- (viii) All "Tools & Plants" for execution of work shall be arranged by the contractor at his cost

11. **DRIVER**

- (i) Contractor has to provide driver with vehicle at his cost.
- (ii) The good Character certificate of vehicle driver should be submitted
- (iii) Driver must have valid commercial driving license for the entire currency of the contract.
- (iv) Full particulars of the driver(s) is to be given by the contractor along with the bid and at the time of entering of agreement.
- (v) Driver should be well dressed & well behaved, any misbehavior by the driver shall be construed unsatisfactory service.
- (vi) Driver must not smoke or drink liquor while on duty and must not be under intoxication while on duty.
- (vii) The successful contractor shall provide sufficient money with the driver so that he can meet the expenditure on any incidental repairs/maintenance etc. during working hours, when the vehicle is on duty. The Nigam under no circumstances will incur any expenditure on these items.
- (viii) A log book for each vehicle will be maintained by the driver for recording daily, opening & closing kilometre reading of each journey performed and get signature of the user of the vehicle.
- (ix) The contractor should provide immediately alternate arrangement for driver/vehicle, in case of non functioning during the journey.
- (x) All expenditure on driver will be borne by the contractor. The salary of the vehicle driver will be paid by the owner of the vehicle.
- (xi) The whole responsibility of insurance of the vehicle driver would be of the contractor/firm/vehicle owners/transporter.

12. **PENALTY**

- (i) In case vehicle is not provided on a day, prorate deduction for such day(s) shall be made, @ the applicable per day rate as per fixed monthly charges, from monthly charges.
- (ii) However, on any account if the vehicle is not provided continuously for seven days without permission, it will be construed as unsatisfactory performance, it will be lawful for the NIGAM, to forfeit performance security deposit furnished by the bidder in the form of cash/Demand Draft/Banker's cheque and terminate the contract, at his absolute discretion.

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G – SCHEDULE (Bid No. 3030001702)**BOQ FOR HIRING OF VEHICLE:- MUST BE FILLED BY THE BIDDER AND ENCLOSED WITH THE BID**

| S. NO. | Particular | Qty. of vehicle to be hired in No. | Total period for hiring in months | Unit | Unit rate for per month hiring (In Rs.) | Total hiring amount In Rs. |
|--------|--|------------------------------------|-----------------------------------|-----------|---|----------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 (3x4x6) |
| 1 | Hiring of vehicle (Bolero-Diesel) for office works at AEN(T&C), RVPN, Ratangarh with driver and with POL for the period w.e.f. 01.09.2017 to 31.03.2017 (07 Seven , Month, 24 Hrs. without any holiday. The vehicle should be in good condition & not more than six years old as on date of bid opening. Rate should be quoted including minimum running up to 1500 KM. per month. | 1 | 07 | Per Month | 20000 /- | 140000/- |
| 2 | For KMs run More Than 1500 KMs /Month the payment shall be done @ Rs7.25 per Km. • | | | | | |
| 3 | Petrol/Diesel/Lubricant is tie be supplied by contractor. | | | | | |
| | Total= | | | | | 140000=00 |

NOTE:-

- 1. TIME PERIOD FOR HIRING OF VEHICLE INDICATED AS 07 (Seven) MONTHS WHICH IS TENTATIVE WHICH MAY BE REVISED AT THE TIME OF AWARD OF CONTRACT.**
- 2. Per Month rate quoted in Rs.(in words)**

As per G-Schedule unit rate for per Month

Signature of bidder with seal:-.....

Name of bidder -.....

Mobile No. -.....

Service tax registration No. -.....

Address -.....

APPENDIX

1. Annexure –A: Compliance with The Code of Integrity and No Conflict of

Interest : Any person participating in a procurement process shall –

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti – competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:- The Bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered to be in conflict of interest with one or more parties in abiding process if, including but not limited to:

- (a) Have controlling partners/shareholders in common; or
- (b) Receive or have received any direct or indirect subsidy from any of them; or
- (c) Have the same legal representative for purposes of the Bid; or
- (d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- (e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidders is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- (f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procurement Entity as engineer-in-charge/consultant for the contract.

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Annexure -B:

Declaration by the Bidder regarding Qualifications Declaration by the Bidder:-

In relation to my/our Bid submitted to.....for Procurement of.....in response to their Notice Inviting Bids No.....Dated.....I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

- I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specified in the Bidding Document;
- I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of the legal proceedings for any of the foregoing reasons;
- I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place

Signature of bidder

Name:
Designation:
Address:

Handwritten signature

Annexure -C:

Grievance Redressal during Procurement process:-The designation and addresses of the First Appellate Authority is _____ The designation and addresses of the Second Appellate Authority is _____

1. **Filing an Appeal :**If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:Provide that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.
2. The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appea.
3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
4. **Appeal not to lie in certain cases :-**No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:
 - (a) determination of need of procurement;
 - (b) provisions limiting participation of Bidders in the Bid process;
 - (c) the decision of whether or not to enter into negotiations;
 - (d) cancellation of procurement process;
 - (e) applicability of the provisions of confidentiality

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee of filing Appeal

- (a) Fee of first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of the Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of Appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

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FORM No.1[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No..... of.....

Before the(First/Second Appellate Authority)

i. A Bidd

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant propose to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:.....
(Supported by an affidavit)

7. Prayer:.....

Place

Date

Appellant's Signature



Annexure -D:

Additional Conditions of Contract:-

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

(i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to vary Quantities:-

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the procuring Entity does not Procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or Services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3 Dividing quantities among more than one Bidder at the time of award (In case of Procurement of Goods):-As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, Whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.