



RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED
[Corporate Identity Number (CIN): U40109RJ2000SGCO16485]
 Regd. Office: Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur-302005.
 (An ISO 9001:2008 Certified Company)
OFFICE OF THE SUPERINTENDING ENGINEER (T&C)
220 KV GSS BUILDING, KALI MORI POWER HOUSE, ALWAR-301001
 Tele/ Fax:-0144-2703332, E-Mail: - se.tcc6@rvpn.co.in Web site: www.rvpn.co.in

No: RVPN/SE/T&C/AWR /F. Hiring Vehicle/TN-233/16-17 /D. 3490 Dated 06/03/17

TENDER SPECIFICATION BID NO TN-233/2016-17)

Sealed Tenders under BID No TN-233/2016-17 are invited from experienced Bidders/Transporters/Vehicle Owners for Hiring of vehicle for SE (T&C), RVPN, Alwar on contract rates as per our specification:-

GENERAL DETAIL OF WORKS:

A	NIT/BID No.	TN-233/2016-17) <u>BID No- 1210001604</u>
B	Work Description	Hiring of vehicle w.e.f 01.04.17 to 31.03.18 for SE (T&C), RVPN, Alwar on contract rates from following vehicle "Swift Dzire/ Indica/ Indigo & equivalent with the cubic capacity of at least 1200cc, Diesel version, with AC with Driver and R&M with a minimum average of 15 Kms per litre, excluding Diesel, Oil & Lubricants (01Ltr oil for 1000Kms). Vehicle should not be older than 05 years".
C	Cost of Tender Specification	Rs. 1000/- (One Thousand Only)
D	Bid Security/EMD	Rs. 5,000/- (Rupees Five Thousand Only)
E	Estimated Cost	Rs. 2,50,000/- (As per G-Schedule/BOQ)
F	Validity	120 days after the date of Tender Opening

IMPORTANT DATES:

S. No	Events	Date & Time	Location
(i)	Deposit of Cost of Tender Specification, & Bid Security	Up to 23.03.17 (13.00 Hours)	Office of the SE (T&C), 220 KV GSS Building, Kali Mori Power House Premises, Alwar-301001
(ii)	Last date & time of submission of Bid	23.03.17 (14.00 Hours)	<u>As above</u>
(iii)	Opening of Bid	23.03.17 (16.00 Hours)	<u>As above</u>

Copy of Tender/Enquiry Submitted/ forwarded to following for information and necessary action.

1. The Zonal Chief Engineer (T&C), RVPN, Heerapura, Jaipur.
2. The AEN (PTCC), o/o the ZCE (T&C), RVPN, Jaipur, E-Mail: tender.zcetncjaipur@gmail.com, for uploading of NIT/Notification in web site of T&C Zone, Jaipur
3. Notice Board of Office of the SE (T&C), RVPN, Alwar.
4. Copy of Tender also up loaded on State Procurement Portal of Govt. of Rajasthan.

SuperIntending Engineer (T&C)
 RRVPNL: ALWAR

2

6

ANNEXURE – A(G-SCHEDULE OF WORKS ON WHICH RATES ARE REQUIRED TO BE QUOTED BY BIDDERS/CONTRACTORS/TRANSPORTERS/VEHICLE OWNERS)BID NO TN-233/2016-17 (BID No - 12/000/604)
BOQ FOR HIRING OF VEHICLE (G-SCHEDULE)

G-Schedule for quoting of the Rates under BID NO TN-233/2016-17, for Hiring of vehicle for SE (T&C), RVPN Alwar on Rate Contract Basis, from following vehicles, as per following specification / Terms & Conditions:-

S. No	Particulars	Period & No. of days to be hired	Estimated Rates per day (24 Hrs) with amount	Rate quoted per day (24 Hrs) Rs	Total Amount in Rs
1	Hiring of vehicle for SE (T&C), RVPN, Alwar on contract rates from following vehicle "Swift Dzire/ Indica/ Indigo & equivalent with the cubic capacity of at least 1200cc, Diesel version, with AC with Driver and R&M with a minimum average of 15 Kms per litre, excluding Diesel, Oil & Lubricants (01 Ltr oil for 1000Kms). Vehicle should not be more than 05 years old" and having Taxi Permit	01.04.17 to 31.03.18 =12 Months (365 days).	Rs 685/- per day, Total amount is Rs 2,50,025/-		
	TOTAL		2,50,025/-		

Amount quoted in words _____

Tenders shall be accepted latest by up to 2.00 PM on dated 23.03.2017 and receipted Tenders shall be opened on same day dated 23.03.2017 at 4.00 PM.

Condition:-

1. The salary of the vehicle driver will be paid by the owner of the vehicle.
2. Further any liability (s) of the vehicle will be to the contractor/owner.
3. The rates/prices are firm inclusive of all taxes, duties, repairing & insurance charges of vehicle contribution of CPF/FPF & ESI & other liabilities except service tax which will be paid extra by the department, if applicable on production of document on the prevailing rates.

Date:-

Place:-

Authorized Signatory/ Contractor
With name & Address


Superintending Engineer (T&C)
RVPNL: ALWAR

2

6

TERMS & CONDITIONS FOR HIRING OF VEHICLE FOR SE (T&C), RVPN, ALWAR
ON CONTRACT RATES, UNDER BID NO 233/2016-17. (BID No - 1210001604)

1.0 TERMS & CONDITIONS:-

- 1.1 Bolero/Car with Taxi permit (essentially of Rajasthan State) is to be provided with Driver without POL.
- 1.2 Minimum average required is 12Kms/Liter in case of Bolero and 15 Km /Liter in case of Car.
- 1.3 The POL will be provided by the department as per average of 12 Kms/Liter in case of Bolero and 15Kms/Liter in case of Car. If the average is found less than 12Kms/Liter (Bolero) and 15 Km/Liter (Car), then difference of Cost of Diesel/Petrol will be recovered from the bills of the Vehicle provider.
- 1.4 One Liter Engine Oil will be provided by the department for every 1000 Kms running of the vehicle (Bolero/Car).
- 1.5 Working hours of the Vehicle will be 24 Hrs as per requirement.
- 1.6 The vehicle provided by the contractor will be maintained by him in good & perfect conditions.
- 1.7 **Security Deposit:** - in order to secure/assume the fulfillment the terms & conditions of this order the contractor shall deposit the security amount equivalent to 2% (two percent) of the ordered value of the work awarded in cash to the Accounts Officer (T&C),RVPN, Alwar or the same will be recovered from the running bills of the vehicle provider. The security deposit shall be refunded after Two months of the successful completion of the contract to the entire satisfaction of the Nigam.
- 1.8 The rates shall be inclusive of all taxes, except service tax which will be paid extra.
- 1.9 The Toll Tax if any, during ply of the vehicle as per instruction of the in-charge of the vehicle, will be paid by the department.
- 1.10 In the event of any breach of any terms & conditions or delay or default, the contract will be terminated and security deposit and other financial holds will be forfeited by the Nigam. No interest shall be paid on such deposits.
- 1.11 All expenditure on repairs, maintenance, taxes, permit, insurance & driver will be borne by the contractor.

2.0 Specifications of Vehicles:-

- 2.1 The vehicle should have valid certificate of "Pollution under Control".
- 2.2 The vehicle should have valid "Insurance Coverage" and up to date Road-Tax paid documents.
- 2.3 The milometer of the vehicle must be accurate & in working conditions at all time.
- 2.4 Photostat copies of Registration Certificate, Taxi Permit, Fitness Certificate, Insurance, Road-tax, and Pollution under control etc. shall be submitted with the offered rates/quotation.
- 2.5 The vehicle must ply on all those roads/cart tracks, which are considered suitable by the In-charge of the vehicle and his decision in this regard shall be final & binding.
- 2.6 All the documents of the vehicle must be renewed time to time before its expiry of validity, during the contract period.
- 2.7 The Vehicle should not be more than 05 years old.

3.0 DRIVER:-

- 3.1 Contractor has to provide driver with vehicle at his cost.
- 3.2 Driver must have valid commercial driving license for the entire period of the contract and photo copy and Original for verification shall be submitted at the time of agreement.
- 3.3 Full particulars of the driver are to be given by you at the time of entering into agreement.
- 3.4 Driver should be well dressed & well behaved; any misbehavior by the driver shall be considered unsatisfactory service.
- 3.5 Driver must not smoke or drink liquor while on duty and must not be under intoxication while on duty.

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9

- 3.6 You 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.
- 3.7 A log book for vehicle will be maintained by the driver for recording daily, opening & closing kilometer reading of each journey performed and get signature of the user of the vehicle.

4.0 WORKING HOURS:-

- 4.1 The working hours for hired vehicle would be 24 Hrs per day as per requirement.

5.0 CONTRACT PERIOD:-

The contract shall be for a period of 12 Months i.e. 01.04.2017 to 31.03.2018 as mentioned in bid and can be extended further for a period of three months subject to satisfactory working performance.

6.0 TERMS OF PAYMENT:-

- 6.1 For obtaining of payment you shall submit separate bill (s) for each vehicle to the controlling officer in the first week of every month.
- 6.2 The month for the purpose of vehicle hired charges will be reckoned from first of every month to the last day of the month. The bill will be become due on 1st of every month in respect of vehicle(s) which were in operation during the preceding month through the controlling officer of vehicle.
- 6.3 Income Tax will be deducted at source as per Income Tax Act.
- 6.4 90% (Ninety percent) payment will be made by the Accounts Officer (T&C), RVPN, Alwar, through RTGS/NEFT after submission of bill and completion of the contractual formalities of RTGS. 10% payment will be released after two months of the satisfactory completion of the contract period.
- 6.5 while making payment the Accounts Officer (T&C), RVPN, Alwar will deduct all the statutory deductions as applicable from time to time.

7.0 EPF/CPF Scheme -

- 7.1 The contractor will have to furnish the information in Performa "C" every month or with every bill in respect of the employee 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, the Accounts Officer (T&C), RVPN, Alwar will deduct the amount from the each bill of the contractor at the rates applicable at the time of payment as per CPF rules/Act and the amount so deducted shall be deposited with regional P.F. commissioner within stipulated period as per CPF rules/Act. The contractor has to pay the minimum wages to the driver as per Govt. of Rajasthan Rules.
- 7.2 In case the owner of the vehicle himself drives the vehicle then all the binding s as mentioned for driver will be applicable to him also.

8.0 ACCIDENT:-

- 8.1 Any compensation payable for damages caused due to accident by contract vehicle/driver to any party/property/vehicle/driver shall be borne by the contractor. The department will not be responsible for any kind of the accident of vehicle/driver.

9.0 PENALTY:-

- 9.1 In case vehicle is not provided on a day, prorata deduction from the monthly charges will be deducted (i.e. fixed daily charges).
- 9.2 Vehicle will have to be provided by the contractor as per requirement of controlling officer/ In charge of the vehicle and absence of the vehicle is not permissible, so substitute road worthy vehicle with complete documents will have to be provided by the contractor.
- 9.3 In case substitute vehicle as required vide Para 9.2 is not provided by the contractor a penalty equal of one day fixed daily Charges per vehicle will be imposed by the Nigam in addition to payment term at clause 9.1.
- 9.4 However, in case, if the vehicle is not provided continuously for seven days, it will be considered as unsatisfactory performance for which security deposit and other financial holds of the contractor shall be forfeited and contract shall be terminated.

2

9.5 Penalties imposed vide Para 9.3 shall be recovered from the monthly bills or security deposit.

10.0 RISK & COST:-

10.1 In case of poor performance or failure to carry out this contract as per terms and conditions of the agreement or not providing the vehicle, concerned controlling officer of the vehicle will have the right to hire vehicle from the open market at the Risk & Cost of the contractor, in addition to imposition of penalties as per penalty clause vide Para 9.1 to 9.5 above. The risk and cost amount will be recovered from security deposit and other financial holds of the contractor.

11.0 PARKING: -

11.1 The hired vehicle may be parked in the premises of RRVPNL if space is available. However in this case, the safety & security of the vehicle shall not be the responsibility of the RRVPNL and it will be at the Risk of the contractor.

11.2 For parking of the vehicle at contractors place/garage, kilometer run to & fro will not be counted for payment,

12.0 The decision of the in-charge of the vehicle regarding the meaning and effect of the terms & conditions shall be final and binding on contractor.

13.0 In case of any violation of terms & conditions of contract or unsatisfactory service performance, the under-signed reserves the rights to terminate the contract by giving 15 days notice to the contractor.

14.0 ARBITRATION -

14.1 In the event of any question, dispute or difference arising under this agreement or in connection there with, except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration to the Zonal Chief Engineer (T&C), RRVPNL, Jaipur.

14.2 The agreement to appoint an arbitrator will be in accordance with the arbitration and conciliation act, 1996. There will be no objection to any such appointment that the arbitrator is Govt. Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever may be the Zonal Chief Engineer (T&C), RRVPNL, Jaipur or the said officer shall appoint another person to act an arbitrator in accordance with the terms & conditions of the contract agreement and the person so appointed shall be entitled to proceed from the stage of which it was left out by his predecessors.

14.3 The arbitration may, from time to time, with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

14.4 The venue of the arbitration proceeding shall be the office of the Superintending Engineer (T&C), RRVPNL, Alwar or Zonal Chief Engineer (T&C), RRVPNL, Jaipur or such other places as the arbitrator may decide.

15.0 FORCE MAJEURE CONDITIONS:-

If at any time during the currency of contract your performance in whole or in part be prevented or delayed by the reasons of any war, hostility acts of public enemy, civil commotion sabotage, fire, floods, explosion, epidemics, Quarantine, Restriction, Act of the God herein after referred to as "Events" then provided notice an adequate proof of the work having been suffered on account of these events is given within 21 days of the date of occurrence there of the concerned authorities of the RRVPNL. Further provided that the work/service under the contract shall be resumed immediately.

After such events has ceased to exist and the decision of the Chief Engineer (T&C), RRVPNL, Jaipur or his authorized officers whether the work has been resumed or not shall be final and conclusive.

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16.0 CONTRACT AGREEMENT:-

The contractor shall execute contract agreement on non-judicial stamp paper as per GOR stamp duty Act/Notification No F-7 (39) Gen/2015-16/Part/2145-2782 dated 09.03.2016 of the Inspector General, Registration & Stamp, Govt. of Rajasthan Ajmer and further adopted/recommended by the RVPN vide order/letter No RVPN/CAO/MM/D 224 dated 29.02.16, @ 0.25% of the contract value subject to maximum of Rs 15,000/-, in the prescribed Performa with in a period of 03 days after receipt of the order. The contract agreement will be furnished to the in-charge of the vehicle. The following documents are also to be enclosed with contract agreement.

Copy of this detailed order, duly signed on each & every page. All the above contract documents shall be signed by the contractor or an authorized person holding valid Power of Attorney duly registered. No payment shall be released in absence of executing the contract agreement

17.0 ACCEPTANCE OF THE ORDER:-

The acceptance of the order should be conveyed to the in-charge of the vehicle within a period of 7 days after receipt of the order, failing which it shall be presumed that terms and conditions incorporated in this order are acceptable to the contractor.



(N.K.GARG)

Superintending Engineer T&C)

RRVPL: ALWAR

Above Terms & Conditions are accepted

Name of Firm / Contractor

Address

Phone Number / Fax Number

TIN / CST /RST Number

Name of Contact Person

Contact Number / Mobile

Date _____

Place _____

Authorized Signatory
(with Name and Stamp of
the Contractor/Bidder)

20

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APPENDIX

• **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 behavior 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.

- i. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding 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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Signature of Tenderer



• **Annexure –B: Declaration by the Bidder regarding Qualifications**

Declaration by the Bidder

In relation to my/our Bid submitted to.....for Contract 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:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. 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;
3. 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;
4. 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;
5. 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:

Signature of bidder

Place

Name:

Designation:

Address:

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Signature of Tenderer

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- **Annexure –C: Grievance Redressal during Procurement process**

The designation and address of the First Appellate Authority is as nominated vide order No. RVPN/AAO/F&R/F.98/D.53 dated 30.06.2016.

(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 filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of appeal.

(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.

Signature of Tenderer

(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 authorized 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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Signature of Tenderer

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• **Annexure –D**

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 Bid

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

Signature of Tenderer