TENDERSPECIFICATION BID NO: TN-04/2016-17)

Sealed Tenders under BID No: TN-04/2016-17 are invited from experienced Bidders/Transporters/Vehicle Owners for Hiring of vehicle for O/o AEN (T&C), RVPN, Sawai Madhopur on contract rates basic as per our specification:-

GENERAL DETAIL OF WORKS:

<table>
<thead>
<tr>
<th>A</th>
<th>NIT/BID No.</th>
<th>TN-04/2016-17</th>
</tr>
</thead>
</table>
| B  | Work Description | Hiring of vehicle (Bolero) with Driver without P.O.L. For 24 Hrs. a day (Full Month) From 01-04-2017 to 31-03-2018 =365 Days,(Minimum Avg. 12 Kms/Litre and 01 litre Oil for every 1000 Kms) for O/o AEN (T&C), RVPN, Sawai Madhopur on contract basic. 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:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Events</th>
<th>Date &amp; Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Deposit of Cost of Tender Specification, &amp; Bid Security</td>
<td>Up to 27.03.17 (13.00 Hours)</td>
<td>Office of the AEN (T&amp;C), RVPN Kherda, Sawai Madhopur</td>
</tr>
<tr>
<td>(ii)</td>
<td>Last date &amp; time of submission of Bid</td>
<td>27.03.17 (14.00 Hours)</td>
<td>As above</td>
</tr>
<tr>
<td>(iii)</td>
<td>Opening of Bid</td>
<td>27.03.17 (16.00 Hours)</td>
<td>As above</td>
</tr>
</tbody>
</table>

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

1. The ZCE (T&C), RVPN, Jaipur, E-Mail: tender.zcetncjaipur@gmail.com, with the request to arrange uploading of NIT/Notification in web site of T&C Zone, Jaipur

2. The Superintending Engineer (T&C), RVPN, Sawai Madhopur with the request to arrange uploading NIT on State Procurement Portal of Govt. of Rajasthan & Published in news papers as per rule.

3. The Executiv Engineer (T&C) RVPN Sawai Madhopur

4. The Account Officer (T&C), RVPN, Sawai Madhopur.

5. Notice Board of the Office of AEN (T&C), RVPN, Sawai Madhopur.
ANNEXURE – A

(G-SCHEDULE OF WORKS ON WHICH RATES ARE REQUIRED TO BE QUOTED BY BIDDERS/CONTRACTORS/TRANSPORTERS/VEHICLE OWNERS)

**BID NO TN-04/2016-17**

**BOQ FOR HIRING OF VEHICLE (G-SCHEDULE)**

G-Schedule for quoting of the Rates under BID NO TN-04/2016-17, for Hiring of vehicle for the O/o AEN (T&C), RVPN Sawai Madhopur on Contract Basis, from following vehicles, as per following specification / Terms & Conditions:-

<table>
<thead>
<tr>
<th>S. No</th>
<th>Particulars</th>
<th>Period &amp; No. of days to be hired</th>
<th>Estimated Rates per day (24 Hrs) with amount</th>
<th>Rate quoted per day (24 Hrs) Rs</th>
<th>Total Amount in Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hiring of vehicle (Bolero) with Driver without P.O.L., for the O/o AEN (T&amp;C), RVPN, Sawai Madhopur for 24 Hrs a day (Full Month), from 01-04-2017 to 31-03-2018 =365 Days. (Minimum Avg 12 Kms/Litre and 01 litre Oil for every 1000 Kms), on contract rates. Vehicle should not be older than 05 years&quot; and having Taxi Permit</td>
<td>01.04.17 to 31.03.18 =12 Months (365 days).</td>
<td>Rs 685/- per day, Total amount is Rs 2,50,025/-</td>
<td></td>
<td>2,50,025/-</td>
</tr>
</tbody>
</table>

Amount quoted in words: Rs 2,50,025/-

Tenders shall be accepted latest by up to 14.00 Hrs. on dated 27.03.2017 and receipted Tenders shall be opened on same day dated 27.03.2017 at 16.00 Hrs.

**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

Assistant Engineer (T&C)
RVPN Sawai Madhopur
TERMS & CONDITIONS FOR HIRING OF VEHICLE FOR 0/o AEN (T&C), RVPN, SAWAI MADHOPUR ON CONTRACT RATES, UNDER BID NO 04/2016-17.

1.0 TERMS & CONDITIONS:-
1.1 Bolero with Taxi permit (essentially of Rajasthan State) is to be provided with Driver without POL.
1.2 Minimum average required is 12Kms/Litre in case of Bolero and 15 Kms /Litre in case of Car.
1.3 The POL will be provided by the department as per average of 12 Kms/Litre in case of Bolero and 15 Kms/Litre in case of Car. If the average is found less than 12Kms/Litre (Bolero) and 15 Kms/Litre (Car), then difference of Cost of Diesel/Petrol will be recovered from the bills of the Vehicle provider.
1.4 One Litre 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 have to deposit the security amount Rs. 5000/- in cash or through Demand Draft payable to the "Accounts Officer (T&C), RVPN, Sawai Madhopur" for 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 millimeter 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.

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.

6.0 TERMS OF PAYMENT:-

6.1 For obtaining of payment you shall submit bill for 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 payment will be made by the Accounts Officer (T&C), RVPN, Sawai Madhopur, through RTGS/NEFT after submission of bill and completion of the contractual formalities of RTGS.

6.5 while making payment the Accounts Officer (T&C), RVPN, Sawai Madhopur 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, Sawai Madhopur 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 bindings 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, prorate 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.

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, Sawai Madhopur 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), RRVPN, Jaipur or his authorized officers whether the work has been resumed or not shall be final and conclusive.

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.

Above Terms & Conditions are accepted

(Harkesh Meena)
Assistant Engineer T&C)
RVVPN Sawai Madhopur

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)