TENDER SPECIFICATION OPEN BID NO TN-373/2020-21

Sealed/Off Line, Open Bids/Tenders under this office TN-373/2020-21 are invited from Prospective Bidders/Transports/Vehicle Owners for Hiring of Vehicle for XEN (220 KV GSS), RVPN, K.G.Bas, Alwar on contract rates as per our specification:-

GENERAL DETAIL OF WORKS:

A | NIB/BID No. | TN-373/2020-21, Bid No
---|-------------|------------------
B | Work Description | Hiring of vehicle w.e.f 01.07.2020 to 31.03.2021=09 Months (274 days), for XEN (220 KV GSS), RVPN, K.G.Bas, Alwar on contract rates from following vehicles:- "JEEP/BOLERO etc. or equivalent with the cubic capacity of at least 1200cc, Diesel version, with Driver and R&M with a minimum average of 12 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. 1180/- (One Thousand One Hundred Eighty Only)
D | Bid Security/EMD | Rs. 4526/- (Rupees Four Thousand Five Hundred Twenty Six Only)
E | Estimated Cost | Rs 2,26,324/-
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>To deposit of Cost of Tender Specification, &amp; Bid Security</td>
<td>From 19.06.2020 to 26.06.2020 (13.00 Hours)</td>
<td>Office of the SE (T&amp;C), 220 KV GSS Premises, New RVPN Building, Kali Mor Power House Alwar-301001</td>
</tr>
<tr>
<td>(ii)</td>
<td>Last date &amp; time for submission of Off-Line Bids</td>
<td>26.06.2020 (14.00 Hours)</td>
<td>As above</td>
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<tr>
<td>(iii)</td>
<td>Opening of Bids</td>
<td>26.06.2020 (15.00 Hours)</td>
<td>As above</td>
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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.zce@ncjaiipur@gmail.com, for uploading of NIB/Notification in web site of T&C Zone, Jaipur
4. Copy of Tender also up loaded on State Procurement Portal of Govt. of Rajasthan.

Superintending Engineer (T&C)
RVPN: ALWAR
ANNEXURE - A
(G-SCHEDULE OF WORKS ON WHICH RATES ARE REQUIRED TO BE QUOTED BY BIDDERS/CONTRACTORS/TRANSPORTERS/VEHICLE OWNERS)

BID NO TN-373/2020-21
BOQ FOR HIRING OF VEHICLE (G-SCHEDULE)

G-Schedule for Bidding/quotting of the Rates under BID NO TN-373/2020-21, for Hiring of vehicle on Rate 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>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 for XEN (220 KV GSS), RVPN, K.G. Bas, Alwar on contract rates from following vehicle “JEEP/BOLERO etc. or equivalent with the cubic capacity of at least 1200cc, Diesel version, with Driver and R&amp;M with a minimum average of 12 Kms per litre, excluding Diesel, Oil &amp; Lubricants (01Ltr oil for 1000Kms). Vehicle should not be older than 05 years”, and having Taxi Permit</td>
<td>01.07.2020 to 31.03.2021 =9 Months (274 days).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL
GST
G-TOTAL

Total Amount quoted in words ____________________________________________________________

Applicable GST (If applicable @------

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/PPF & ESI & other liabilities except GST, 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)
RVPN: ALWAR
1.1 TERMS & CONDITIONS:

1.2 The procurement process shall be governed by RTPP Act, 2012 and RTPP Rules.

1.3 Bolero/Car with Taxi permit (essentially of Rajasthan State) is to be provided with Driver without POL.

1.4 Minimum average required is 12Kms/Liter in case of Bolero and 15 Km /Liter in case of Car.

1.5 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.

1.6 One Liter Engine Oil will be provided by the department for every 1000 Kms running of the vehicle (Bolero/Car).

1.7 Working hours of the Vehicle will be 24 Hrs as per requirement.

1.8 The vehicle provided by the contractor will be maintained by him in good & perfect conditions.

1.7 The rates shall be inclusive of all taxes, except GST which will be paid extra as per applicable rates.

1.8 The Toll Tax if any, during plying of the vehicle as per instruction of the in-charge of the vehicle, will be paid by the department.

1.9 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.

1.10 All expenditure on repairs, maintenance, taxes, permit, insurance & driver will be borne by the contractor.

1.11 All the disputes arising out of the contract between the contractor and RVPNL shall be subjected to the jurisdiction of the Court situated at Alwar (Rajasthan) only.

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 kilometer 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/quotations.

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.

3.8 You will have to comply all the Labour Laws & Rules in respect of Vehicle Driver or any Assistant, if engaged by you.

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 09 Months i.e. 01.07.2020 to 31.03.2021 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/Owner of vehicle will certify that PF has been deposited with the concerned PF Department and will submit a copy of Challan of previous month along-with bill, as a proof. If PF is not applicable on the Firm, he shall furnish an undertaking in this regard.

8.0. ESI Registration:- The contractor/Owner of vehicle will certify that ESI has been deposited with the concerned ESI Department and will submit a copy of Challan of previous month along-with bill, as a proof. If contractor himself drives the vehicle, then he has to submit an undertaking / affidavit that from all sources his monthly Income is more than Rs 21000/- PM and he does not come in the range of ESI.

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 ACCIDENT:- 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.

11.0 RISK & COST:- 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
12.0 PARKING:

12.1 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.

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

13.0 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.

14.0 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.

16.0 ARBITRATION:

15.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith, 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.

15.2 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.

15.3 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.

15.4 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.

16.0 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.

17.0 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 and Order No RVPN/CWA(P&C)/AO (P&C-I)/ D 1138 dated 26.09.2019. @ 0.25% (Quarter Percent) of the contract value, in the prescribed Performa with in a period of 15 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 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.

18.0 **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.

19.0 The photo copies of following documents are required to be submitted by Bidders with Tender/Bids:-
(i) Copy of PAN Card.
(ii) Copy of GST Registration, if applicable.
(iii) Copy of ESI Registration, if applicable.
(iv) Copy of PF Registration, if applicable.

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Above Terms & Conditions are accepted

Name of Firm / Contractor ____________________________
Address _______________________________________
Phone Number / Fax Number ________________________
GST Number _____________________________________
Name of Contact Person ____________________________
Contact Number / Mobile ___________________________

Date __________________
Place __________________

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