



JAIPUR VIDYUT VITRAN NIGAM LIMITED

SECTION-III

TECHNICAL SPECIFICATION FOR HIRING OF TRACTOR TRAILER 20 TONS AGAINST TN-03

1.0 SCOPE

This specification covers the hiring of Tractor Trailer of 20 Tons Capacity through Contractors for the various offices/ Stores of Jaipur Discom.

2.0 SPECIFICATION OF VEHICLES:-

- i) The vehicle should have valid certificate of "Pollution under control".
- ii) The vehicle should have "valid Insurance coverage" and up to date Road Tax paid Documents.
- iii) The Milometer of the vehicle must be accurate & in working condition.
- iv) The vehicle offered should have valid & relevant goods carrier registration for commercial use.
- v) Photostat copy of registration certificate, road tax, pollution under control of each vehicle provided are to be submitted at the time of agreement.
- vi) The vehicle(s) must ply on all those roads which are considered suitable by the SE(I&S), JVVNL, Jaipur, In charge of the vehicle and his decision in this regard shall be final & binding.
- vii) All the documents of the vehicle must be renewed time to time before its expiry of validity during the contract period.
- viii) The vehicle should not be older than five years.

3.0 DRIVER:-

- i) Contractor has to provide driver with each vehicle at his cost.
- ii) Drivers must have valid driving license for the entire currency of the contract.
- iii) Full particulars of the drivers are to be given by contractor at the time of entering into agreement.
- iv) Drivers should be well dresses & well behaved, any misbehavior by the drivers shall be construed unsatisfactory service.
- v) Driver must not smoke or drink liquor while on duty and must not be under Intoxication while on duty.
- vi) 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.

vii) A log book for each 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:-**

The working hours for hired vehicles would be 24 hours.

5.0 **CONTRACT PERIOD/TIME SCHEDULE:-**

The contract shall be for a period of 12 months (Twelve Months) and can be extended further for a period of one year subject to satisfactory working /performance.

6.0 **SECURITY DEPOSIT:-**

- i) In order to secure/ assume the fulfillment of the order, the contractor shall deposit the security equivalent to 2% (two percent) of the ordered value of the work awarded by way of cash/crossed bank draft/banker's cheque or in the form of Bank guarantee from a scheduled bank on the prescribed Performa on non-judicial stamp paper worth Rs. 100/- only duly authenticated by a first class Magistrate/Notary Public or directly confirmed by the issuing Banker within 15 days from the issue of the order. The security deposit shall be refunded after three months of the successful completion of the contract to the entire satisfaction of the Nigam.
- ii) In the event of any breach of any terms & condition or delay or default, the contract will be terminated and security deposit will be forfeited by the Nigam.

7.0 **ACCIDENT/ SAFETY MEASURES:-**

Any compensation payable for damages caused due to accident by Contractor's vehicle/driver to any party/property shall be borne by contractor. The department will not be responsible for the same.

8.0 **TERMS OF PAYMENT:-**

- (a) 90% (ninety percent) payment of the hiring charges shall be made to the contractor by the concerned Accounts Officer.
- (b) Balance 10% (ten percent) payment will be released after one month from satisfactory completion of contract or after furnishing a performance bank guarantee to the extent of 10% of the contract value, subject to the completion of the contractual formalities incorporated in the order and after effecting recoveries of all dues from the contractor under this contract. The performance Bank

Guarantee shall be valid for a period of three months from the date of completion of contract.

- (c) The Accounts Officer while making payment of bills shall ensure all statutory deductions as applicable from time to time.
- (d) For obtaining payment, contractor shall submit separate bill (s) for each vehicle to the controlling officer in the first week of every month.
- (e) The month for the purpose of vehicle hire charges will be reckoned from first of every month to the last day of that month. The bill will become due on submission only in respect of such vehicle (s) which was in operation during the preceding month through the controlling officer of vehicle.
- (f) Income Tax will be deducted at source as per Income Tax Act.

9.0 **CPF/EPF Scheme:-**

The contractor will have to furnish the information in Performa "C" every month or with every bill in respect of the employees 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 (MM), JVVNL, Jaipur, shall 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 keep under the head 46.92 (Misc. deposit) of the contractor/employee till furnishing the information in the above mentioned Performa along with nomination form within stipulated period failing which the amount so deducted shall be deposited with regional P.F. commissioner within stipulated period as per CPF rules/act.

10.0 All expenditure on repairs, maintenance, taxes, permits, insurance & driver will be borne by contractor.

11.0 **PENALTY:-**

- i) In case vehicle is not provided on a day, prorated deduction from monthly charges will be deducted (i.e. fixed monthly charges) per day.
- ii) Absence of the vehicle is not permissible, so substitute road worthy vehicle will have to be provided by contractor.
- iii) In case substitute vehicle as required vide Para 11.2 is not provided by contractor a penalty of Rs.544/- (Rs. Five hundred forty four only) per day per vehicle will be imposed by the Nigam in addition to prorated deductions from the fixed monthly charges.
- iv) However, on any account if the vehicle is not provided continuously for seven days, it will be construed as unsatisfactory performance for which security deposit of the vehicle shall be forfeited and contract shall be terminated.
- v) Penalties imposed vide Para 11.3 shall be recovered from the monthly bills or security deposit.

12.0 RISK & COST:-

- i) 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 11.1 to 11.5 above.
- ii) Any excess expenditure incurred by the department for vehicle from the market as per para 11.1 shall be recovered from the monthly bills or security deposit of the contractor.

13.0 PARKING:-

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

14.0 DECISION OF THE UNDERSIGNED

Regarding the meaning and effect of the terms & conditions shall be final and binding on contractor.

- i) The under-signed reserves the right to award this work wholly or partly to any other suppliers also.
- ii) The under-signed reserves the right to terminate the contract at any time by giving 15 day notice in writing without assigning any reason thereof.
- iii) In case of any violation of terms & conditions of contract or unsatisfactory service/ Performance, the under-signed reserves the right to terminate the contract by giving 15 days notice contractor.

15.0 ARBITRATION:-

- i) 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 of the Chief Engineer (MM), JVVNL, Jaipur.
- ii) 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 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 Chief Engineer (MM), JVVNL, 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.

- iii) 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.
- iv) The venue of the arbitration proceeding shall be the office of Superintending Engineer (I&S), JVVNL, Jaipur or Chief Engineer (MM), JVVNL, Jaipur or such other places as the arbitrator may decide.

16.0 **FORCE MAJEURE CONDITIONS:-**

If at any time during the currency of contract contractor 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 god herein after referred to as "Events" then provide notice and adequate proof of date of occurrence there of the provisions of sub-clause 11.3 to 11.5 of clause 11 shall not be invoked by concerned authorities of the JVVNL, Provided further that the work under the contract shall be resumed immediately. After such events have ceased to exist and the decision of the Chief Engineer (MM), JVVNL, Jaipur of his authorized officers whether the work has been resumed or not shall be final and conclusive.

17.0 **GENERAL:**

In case terms and conditions incorporated in above mentioned CLRC differ/ deviate from those incorporated in this contract, later shall prevail. However, if any applicable terms & conditions of above mentioned CLRC have not been incorporated in this contract, the respective/ relevant terms & conditions of the CLRC shall be applicable. The supplier shall execute contract agreement on the non-judicial stamp paper worth Rs. 500/-of Govt. of Rajasthan in the prescribed Performa within 15 days after receipt of the order.

18.0 **INCOME TAX (TDS):**

The income Tax shall be deducted from each bill at applicable rate while arranging the payment to the contractor.

19.0 **NO DUES:**

No Dues Certificate will be submitted with the final bill duly counter signed by the order issuing authority.

20.0 **ESI:-**

The firm/ contractor will arrange ESI coverage of his workers deployed on the works and as evidence/ proof, he will furnish copy of challan / receipt of the amount paid to the ESI towards such coverage with the every running/ final bill(s).

21.0 All the disputes arising out of the contract between the contractor and JVNL shall be subjected to the jurisdiction of the court situated at Jaipur only.

22.0 **SUB-LETTING**

The contractor shall not assign the work to any other person to execute the work in part or full.

23.0 **SERVICE TAX:**

The service Tax will be applicable as per rules in force, which will be paid extra, if applicable on the production of proof.

24.0 **CHECKING/ SUPERVISION:-**

25.0 **NO DUE OFFICE:-**