

**DAKSHIN GUJARAT VIJ CO. LTD.
C.O., BHARUCH.**

SPECIAL CONDITIOIN OF CONTRACT:

Tender for Hiring of Non AC Closed body Diesel driven Taxi / Maxi passing Jeep Model not more than three months old for 3 years & 24 Hrs. of DGVCL, Circle Office (O&M) Bharuch, for I/C Squad No.3.

Name and Address of the Contractor :

- (1) Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and conditions of the Tender contract for works as applicable and in default thereof to forfeit and pay to the Board the sum of money due.
- (2) The full value of the Earnest Money Deposit paid herewith should be absolutely forfeited to the Company, should I/We not deposit the full amount of specified Security Deposit.
- (3) Contract booklet of DGVCL (1) General Terms and condition of this work and (2) Tender and contract for the work are available for reference in the circle office for the contractor.

The contractor quoting for the tender is deemed to have gone through this booklet of contract booklet & same will be treated as binding on him.

**Signature of the
Contractors with full address**

**C.E.O. & S.E. (O&M)
DGVCL, C.O., Bharuch**

DAKSHIN GUJARAT VIJ CO. LTD.
CIRCLE OFFICE, BHARUCH

GENERAL SPECIFICATION AND CONDITIONS:

- 1) Tenders are invited for Hiring of Non AC Closed body Diesel driven Taxi / Maxi passing Jeep Model not more than three months old for 3 years & 24 Hrs. of DGVCL Circle (O&M) Bharuch for I/C Squad No.3
- 2) You will have to mention regarding Model, Registration number and Insurance and position of vehicle.
- 3) Vehicle Model **more than three months old**, will not be considered. All vehicle documents should be submitted with tender. In case new vehicle is put up, then quotation from an authorized dealer should be submitted.
- 4) The touring journey covers the area within the Gujarat State and as per the instruction of officer-in-charge.
- 5) These conditions will be applicable in addition to these mentioned in Booklet **"Tender & contract for works"** available at the office C.E.O.& S.E.(O&M) Bharuch.
- 6) The rates quoted shall be for **Three years** contract basis. Thus that will remain for complete, period of **Thirty Six months** of execution of order.
- 7) The log book for reading and time will be maintained by the contractor. Opening and closing Kilo-meters readings and Kilo-meters travelled should be got certified and dully signed by the officers traveling in the vehicle.
- 8) The Company reserves the right to terminate the contract any time without assigning any reason by giving one month notice in writing. The contractors shall not be entitled to any compensation for termination of contract.
- 9) The contractor will have to fulfill the conditions & contract labour (regulation & abolition) Act, 1970 and furnish the records, failing which payment will not be made.
- 10) Vehicle will have to be sent along with well experienced driver having valid Driving License with necessary tools and tackles.
- 11) Neither of any tools & tackles and manpower for execution of order will be provided by DGVCL.
- 12) The Company will give advance intimation for requirement of vehicle in emergency and during odd hours.
The contractor shall have to provide the vehicle within an hour of intimation, failing which vehicle shall be hired from the market and difference in expenditure will be recovered from the contractor.

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- 13) The vehicle should be up-to-date and diesel driven only, with good upholstery covered with clean cover and shall be washed at regular intervals of a week.
- 14) The driver of the vehicle be well dressed as per RTO Rules and behaved with manners & respect with officers/ staff of the Company.
- 15) The driver should be provided with enough money to cover the cost of petrol/diesel, repairs and incidental expenditure while on journey.
- 16) No advance for hiring of vehicle shall be paid. The monthly bill in duplicate should be forwarded to The C.E.O. & S.E. O&M C.O. Bharuch and payment will be made within 30 days on receipt of bill by RTGS only.
- 17) Nothing will be paid extra during utilization of vehicle on Sunday or holiday on account of salary & Wages, O.T. of drivers, only one weekly off as desired by Engineer-in-charge will be given to drivers.
- 18) It is whole and sole responsibility of vehicle owner during accident to pay compensation or damage to the persons involved as per law or Act.
- 19) The driver should be fully instructed for the good behavior and to drive the vehicle as per directives of officer-in-charges. In case driving found rough, contractor shall have to replace the driver with good one immediately.
- 20) In case of any dispute, any discrepancy, the decision of the C.E.O. & S.E. (O&M) Bharuch will be final & binding to the contractors.
- 21) **Arbitration:**

(A) Dispute Resolution Mechanism.

(1) Amicable Settlement

Any dispute, difference, controversy or claim between the Parties arising out of or relating to this contract with reference to the construction, interpretation, breach, termination or validity thereof (hereinafter referred as "the Dispute") shall, upon the written request of either Party be referred to the authorized representatives of the Disputing Parties for resolution. The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute within thirty days of the service of the request.

(2) Arbitration

If the Parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause arising under or in connection with the present works contracts, whether pertaining to works contracts alone or works and procurement both, the same shall be referred to arbitration under the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992."

(B) Arbitration

'ALL QUESTIONS, DISPUTES OR DIFFERENCES, WHATSOEVER WHICH MAY AT ANY TIME ARISE BETWEEN THE PARTIES TO THIS CONTRACT IN CONNECTION WITH THE CONTRACT OR ANY MATTER ARISING OUT OF OR IN RELATION THERE TO, SHALL BE REFERRED TO THE "GUJARAT PUBLIC WORKS CONTRACTS DISPUTES ARBITRATION TRIBUNAL" AS PER THE PROVISIONS OF THE GUJARAT PUBLIC WORKS CONTRACTS DISPUTES ARBITRATION TRIBUNAL ACT, 1992.

The reference to arbitration proceedings under this clause shall not:

- a) Affect the right of the Engineer-in-charge to take possession of all or any tools, plants, materials and stores, in or upon the work or site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
 - b) Preclude the Engineer-in-charge from utilizing the materials purchased by the Contractor in any work or from removing such materials to other place, during the period the work is stopped or suspended in pursuance of notice given to the contractor under General Conditions.
 - c) Entitle the contractor to stop the progress of the work or carrying out the additional or altered work in accordance with the provision of General Conditions for the work where there is no specification.
 - d) Preclude the Company from getting the work done by another agency. Neither party is entitled to bring a claim to arbitration latest by thirty days after the expiration of the defects liability period.
 - e) Gujarat Public Works Contract Disputes Arbitration Tribunal Act, 1992 and rules made there under shall apply to the arbitration proceedings under this clause.
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- 22) During the journey, all the RTO rules & regulations should be followed scrupulously & contractor will be responsible for any repercussion arise for non observance of RTO rules.
 - 23) If the contractor fails to provide the vehicle any day as per contract, Penalty will be recovered from the respective bill of the contractor on the basis of per day charges as fixed for 3000 KM (plus applicable taxes, If Govt. declare time to time) if any, except **in force** major condition. The decision of The C.E.O.& S.E.(O&M), Bharuch will be final for levy of penalty.
 - 24) During repairing of vehicle another vehicle is required to be provided and replaced against it.
 - 25) The Driver must be fixed for a particular vehicle/except emergency or specific definite reason & there is no frequently change during working hours.
 - 26) You will have to enter in to an agreement on stamp paper of Rs.300/- with the Company in prescribed format before execution of work (order). The cost of stamp fee shall be borne by the contractor. You have to do an agreement at the office of The C.E.O. & S.E. (O&M), C.O. Bharuch.
 - 27) The contractor will have to execute an indemnity Bond on stamp paper of **Rs.300/-** at his cost before commencement of order stating that for any accident mishap or damage to the contractors staff/equipments or any other persons/vehicles due to non observance of safety measures, DGVCL shall not be responsible.
 - 28) The 5% tender value is required to be paid on A/c of Security Deposit is to be paid by RTGS / NEFT/ Demand Draft in favor of DGVCL or by Bank Guarantee in the respective offices before the work order is issued.

Signature of the Contractor

- 29) The vehicle supplied should be fully insured. Insurance for Driver should also be arranged. Both zerox copies should be submitted to circle office as well as respective offices of Bharuch and also renew from time to time.
- 30) Photo and driving license of the driver will be submitted to the order placing authority for record.
- 31) Driver offered by the tenderer must be well experience of driving vehicle.
- 32) The vehicle should be latest model of Model and **not more than three months old**. Before Model **more than three months old** will not be allowed.
- 33) Head quarter of vehicle will be as per schedule-B and journey Kilometers will be considered from Head quarter to Head quarter.
- 34) Contract will start from the date of order and contract will remain valid for **Thirty Six months**.
- 35) The contractor shall make his own arrangements for the Boarding, lodging of driver. Driver shall be preferably below the age of 40 years and never above 55 years.
- 36) The contractor shall also make his own arrangement for refueling, repairs and maintenance of his vehicle.
- 37) Before the vehicle are put on hire, the contractor shall produce the following documents for the inspection and verification to vehicle in charge.
- (A) Insurance certificate of Vehicle & Driver covering period up-to-date.
 - (B) Road permit (Taxi / Maxi permit) for public use in Taxi / Maxi quota.
 - (C) Income tax certificate and Copy of Pan Card No.
 - (D) P.F. Code Registration Certificate
 - (E) Any other documents relevant relating to hiring of vehicle.
 - (F) Vehicle Fitness Certificate covering period upto date.
 - (H) GST Registration No.
As vehicle service is now covered under RCM, no GST will be paid extra on claim in bill subject to any amendments in tax provisions.
 - (I) PUC of Vehicle covering period up-to-date.
 - (J) Driver's License copy & RTO Tax paid Receipt
 - (K) R.C. Book and driving license must be in the name of the owner with tax paid up to date.
 - (L) In case new vehicle is put up, then quotation from the authorized dealer should be submitted.

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- 38) The contractor must follow all the rules, regulations and enactments under the labour laws relating to engagements of persons by him.
- 39) No interest shall be paid by the Company on **Security Deposit as well as delay on payment of bills.**
- 40) Vehicle can be utilized for other O&M works also.
- 41) Tender fee paid for purchase of tender is non-refundable.
- 42) The Speedometers of the vehicle must be maintained with full accuracy and in working order in all the times. Any defect noticed therein must be rectified at the earliest in a period not exceeding two days.
All time, meter starts working, the Kms, of journeys for various places shall be decided by the users.
- 43) S.D. shall be refunded only after satisfactory completion of the contract. The S.D. shall be paid on production of **"NO OBJECTION CERTIFICATE"** of the concerned officer in charge.
- 44) The rates quoted by the tenderers in the schedule of rates must include all charges such as oil, Fuel, Taxes, Levies, maintenance repair & drive etc. (except GST)
- 45) Toll tax shall be reimbursed after claim in bill with documentary proof. As per the newly introduced Govt. Scheme "Fastag", it is compulsory for the contractor to take the registration thereof and start operating the same for the Toll Tax payment. Further, it is to inform that failure to follow the above instruction may result in deductions from the bill as per the norms of the company. Toll tax will be reimbursed after claim in bill or will be paid separately on production of documents proof & with extra Zerox copy after recording by competent authority.
- 46) Company shall have right to hire vehicle from other agency at the risk and cost of contractor in case of default.
- 47) Vehicle will have to be sent along with driver every day to C.E.O. & S.E. O&M C.O. Bharuch as per requirement of Engineer-in-charge otherwise penalty will be levied as per clause No.23.

Signature of the Contractor

- 48) Vehicle along with driver will be under the control of DGVCL CO, Bharuch for **24 hours** as decided by Engineer-in-charge.
- 49) You will have to bear all the expenses of driver for monthly salary and outside journey with night halts any where in Gujarat state.
- 50) The C.E.O.& S.E.(O&M) Circle Bharuch reserves the right to reject any or all the tenders without assigning any reasons thereof.

Arbitration: Arbitration clause cited in Point No-21 is applicable in the matter.

- 51) Conditional tender cannot be accepted.
- 52) The vehicle will run at site even on Kacha-pakka Road.
- 53) The vehicles provided on hire by the contractor shall remain at the decision of the Engineer-in-charge & shall not apply for any purpose other than the bonafide purpose of the Company.
- 54) The vehicle in charge is wholly responsible and answerable for mis-use of vehicle, found by the undersigned.
- 55) The vehicle once inspected and approved by the Engineer for hire shall not be changed or substituted by the contractor except on orders from the Engineer or on becoming defective/off road due to accident, break down etc.
In such an event the contractor shall give immediate intimation to the Engineer-in-charge where a change of vehicle is likely to last for more than one week prior approval of the Engineer shall have to be taken.
Even during such period alternate arrangement shall have to be made by the contractor & the documents of such alternate vehicle are to be submitted at the time of approval of Engineer-in-charge.
- 56) If vehicle will not stay for **24 hours** than **Rs.150/- per hour** will be deducted from the bill.
- 57) For every **Ten Paise** increase/decrease in price of fuel as per exist Basic rate i.e. diesel Rate, on date of Opening of Tender; the per Km payable price shall go up / down up by One Paise. This will be applicable to the actual Km traveled during the month.
- 58) The period of the contract shall be for **Three years**. The period further one year can be extendable on mutual agreed terms as per same rates, terms & conditions subject to satisfactory work and good condition of vehicle. However in case of poor services provided by the contractor, circle head shall be empowered to terminate the contract.

Signature of the Contractor

- 59) The contractor shall immunize Company's personnel against any claim arising out of accidents or misbehavior of the drivers. The vehicle shall be kept properly insured all the time to cover the third party risk and simultaneously immunized company on account of likely claims from public, police dept. etc.
- 60) If you fail to execute the order successfully, the order will be got completed through other agency and if required to pay higher rates in that case difference of rates will be recovered from you.
- 61) Formula for considering price variation – No price variation will be payable on cost of Oil /Tyres, tubes etc. Only charges in price of petrol/diesel will be adjustable. You must quote prices on the basis of prevailing 15 days before the due date of tender.
- 62) The contractor shall submit along with his bill (month wise) a statement regarding deductions against employees provident fund & family pension scheme in respect of each concerned against employee. Provident fund & family pension scheme at the rate of 8.33% (or at the rate made applicable by the Government from time to time) of the wages. The contractor's contribution & his workers contribution towards provident fund, family pension scheme shall be deposited by the contractor with Regional provident fund commissioner, Ahmadabad.

**Signature of the
Contractors with full address**

**C.E.O.& S.E.
DGVCL,C.O. Bharuch**