

TENDER FOR
Tender for for ARC for Hiring of crane (Hydra) under kadodara-2S/dn. under Kadodara Division.

TERMS & CONDITION

Scope of Work

Tender for for ARC for Hiring of crane (Hydra) under kadodara-2S/dn. under Kadodara Division.

Qualifying criteria for opening the price bid:

The tenderer should submit the following documents without which their price bid will not be opened and the tender will not be considered and disqualified.

- A certified copy of the R.C. book of the crane to be rented.
- A certified copy of the insurance documents of the said crane.
- A certified copy of the passing documents of the said crane.
- A certified copy of the Fitness documents of the said crane
- The Driver & Helper must be provided by tenderer & Must having age between 18 year to 60 Year.
- Tender fee and EMD should be paid, otherwise tender will not be considered.
- Crane papers like RTO registration, RTO Tax paid receipt, Taxi-Maxi passing certificate, Heavy Vehicle Driving Licnece etc. **OR** Bidder desires to purchase new vehicle, have to provide quotation of vehicle and relevant documents.
- Pan card Xerox copy.
- Copy of Goods and Service Tax Number.

Note: If the bidder does not own a crane at the time of tender submission but intends to procure a new crane upon winning the tender, then in such circumstances, they must submit a quotation from an authorized dealer along with a written guarantee specifying the number of days within which the vehicle will be delivered. If this requirement is not fulfilled, the deposit amount will be forfeited. Kindly take special note of this.

Additionally, if the applicant wishes to make changes to the rented crane, they must inform within 10 days of winning the tender.

For the specified tender/bid quotation regarding the crane, no other vehicle apart from the mentioned crane will be permitted. If any other vehicle is provided instead, the tender will be canceled, and the applicant's deposit amount will be forfeited.

Terms & Condition

1. Vehicles will be required as per Schedule-B. Rates should be quoted in Schedule-B.

2. The rates quoted shall be for One year rate Contract. Thus, rates quoted shall remain valid for complete period of 12 months of execution of order. Without obtaining any confirmation, further 12 months or the period decided by the competent authority can be extended by accepting authority in case required by the DGVCL. The DGVCL reserves the right to terminate the contract at any time without assigning any reason by giving 30 days notice in writing. The contractor shall not be entitled to any compensation by reasons of such termination of contract.
3. Duration of the Contract will start from the date of receipt of order and the contract will be for 12 months.
4. Normally duty time is for 24 Hrs..
5. The contractor will have to fulfill the conditions of contract of Labor Regulations Abolition Act – 1970 and furnish the records failing to which payment will not be made.
6. No tools, tackles and manpower for execution of order will be provided by the DAKSHIN GUJARAT VIJ COMPANY LTD.
7. The vehicle should be upto date and Diesel Driven only.
8. The DAKSHIN GUJARAT VIJ COMPANY LTD. reserves all rights to extend the contract for the period of 12 months or the period decided by the competent authority if required at the same accepted rate.
9. The Driver should be provided with enough money to cover the cost of fuel, toll taxes, bridge taxes, Repairs and incidental expenditures while in journey.
10. The Driver should be instructed for the good behavior and to drive the vehicle only in accordance to the clear directives of the Officer-in-charge. In case, if driving found rough, contractor will have to replace the Driver with good one.
11. It is the whole and sole responsibility of the Vehicle Owner during accident to pay compensation or damages to the persons involved as per law or Govt. Act.
12. Require Valid Insurance of the vehicle.
13. During the journey, all the RTO rules and regulations should be followed scrupulously and contractor will be responsible for any court matter arise for not observing RTO Rules.
14. The contract for loading, unloading and stacking of transformer as per schedule will be for one year or as per the requirements the same may be extended which will be sole description of the higher authority. The contract can be terminated by the company giving one month notice if the performance of the contractor is found unsatisfactory.
15. Payment will be made on monthly/yearly basis as per the rates agreed by the company for which the contractor will have to submit his monthly/yearly bills in duplicate to the company.
16. Contractor shall have to make his own arrangement for accommodation etc. for the driver/helper staff engaged for the above purpose.
17. DGVCL will reserve the right of retendering or dismissing any contract driver/helper man if there is complaint against any personal helper man regarding misbehaving or misconduct or disloyalty towards the job.
18. The contractor will have to reduce and increase the driver/helper personal as per the requirement of the company.
19. The contract shall not engage any driver/ helper persons less than 18 years of age and above 60 year.
20. The contract will bound to prohibit and prevent his driver/ helper for taking any direct or indirect interest and or assist maintain or help any person or person engaged in any antisocial activities, demonstration, riots or agitations which any in anyway be detrimental or prejudicial to the interest of the company, community or of the properties. In the event of any such action by his person, the contractor shall keep the DGVCL harmless and indemnities from any consequent claims/action suit proceedings losses or damages or any ground whatsoever.
21. DGVCL shall not be liable for or in respect of any damages or compensation for any injury or for any occupational disease while on duty or on the job if occur to the helper person.
22. Safety point of view, the contractor will have to provide safety tools, proper size of belt for lifting of every sizes of transformer to the driver/ helper engaged for this job.
23. Appropriate Income Tax and Service Tax will be deducted as per prevailing Act, rules & regulation.
24. Any damage occurs to DGVCL property/material during loading and unloading, necessary cost will be recovered from contractor bill.

25. Contractor has to provide crane in DGVCL Kadadodara-2 sub division for necessary work and if crane is not able or breakdown occur than contractor has to made arrangement for another crane.
26. Any absent of crane, Driver and helper due to any reason than amount of 2000/- per day will be deducted from bill.
27. As far as possible driver will be granted leave on Sunday. However, his service can be utilized on Sunday and also on public holiday/festival with no extra charge.
28. In case of accident occur to crane/driver/helper the responsibility for compensation etc. will be contractor responsibility and DGVCL will not be responsible for any claim and necessary insurance policy covering this clause should be provided by contractor before commencing work order.
29. Along with the crane contractor should provide driver along with one helper for necessary work of loading and unloading.
30. All other general Terms and condition of the company shall be applicable to this contract also.
31. The crane should be in good working condition with all mechanical and electrical components functioning properly.

General Terms & Conditions of the Contract are as under:-

- (1) The contract for loading, unloading and stacking of transformer as per schedule will be for one year or as per the requirements the same may be extended which will be sole description of the higher authority. The contract can be terminated by the company giving one month notice if the performance of the contractor is found unsatisfactory.
- (2) Payment will be made on monthly/yearly basis as per the rates agreed by the company for which the contractor will have to submit his monthly/yearly bills in duplicate to the company.
- (3) Contractor shall have to make his own arrangement for accommodation etc. for the driver/helper staff engaged for the above purpose.
- (4) DGVCL will reserve the right of retendering or dismissing any contract driver/ helper man if there is complaint against any personal helper man regarding misbehaving or misconduct or disloyalty towards the job.
- (5) The contractor will have to reduce and increase the driver/ helper personal as per the requirement of the company.
- (6) The contract shall not engage any driver/ helper persons less than 18 years of age.
- (7) The contract will bound to prohibit and prevent his driver/ helper for taking any direct or indirect interest and or assist maintain or help any person or person engaged in any antisocial activities, demonstration, riots or agitations which any in anyway be detrimental or prejudicial to the interest of the company, community or of the properties. In the event of any such action by his person, the contractor shall keep the DGVCL harmless and indemnities from any consequent claims/action suit proceedings losses or damages or any ground whatsoever.
- (8) DGVCL shall not be liable for or in respect of any damages or compensation for any injury or for any occupational disease while on duty or on the job if occur to the helper person.
- (9) Safety point of view, the contractor will have to provide safety tools, proper size of belt for lifting of every sizes of transformer to the driver/ helper engaged for this job. Also has to work in Kadodara-2 sub division as well as any work allotted by DE (Kadodara-2 sdn)
- (10) Appropriate Income Tax and Service Tax will be deducted as per prevailing Act, rules & regulation.
- (11) Any damage occurs to DGVCL property/material during loading and unloading, necessary cost will be recovered from contractor bill.
- (12) Contractor has to provide crane in DGVCL Kadodara-2 sub divisionfor necessary work and if crane is not able or breakdown occur than contractor has to made arrangement for another crane.
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- (15) In case of accident occur to crane/driver/helper the responsibility for compensation etc. will be contractor responsibility and DGVCL will not be responsible for any claim and necessary insurance policy covering this clause should be provided by contractor before commencing work order.

(16) Along with the crane contractor should provide driver along with one helper for necessary work of loading and unloading.

(17) All other general Terms and condition of the company shall be applicable to this contract also.

1. Rate

1. Please note that "The rate" quoted by bidder in Tender in Schedule "B" will be exclusive of GST rate. So it means GST will be applicable as per government rules.

2. Terms of Payment

1. The contractor shall submit the bills with Certify logbook within 5 days on completion of each month.
2. No advance for hiring of vehicle shall be paid. The Bill in duplicate should be **submitted to Kadodara Division office DGVCL** and payment will be made by RTGS/NEFT only. Income tax (if any) will be deducted at source from the R.A.Bill.

3. Security Deposit

1. The successful bidder has to pay Security Deposit @ 5% of the order value on acceptance of tender, within 15 days from the issuance of LOA and it is to be paid in Cash or by Demand Draft in favour of DAKSHIN GUJARAT VIJ COMPANY LTD., Surat. Cheque will not be accepted.
2. In case of any liability arising to the DGVCL on account of the default on your part in carrying out various functions, the same will be deducted while refunding security deposit.
3. No interest shall be paid by the DGVCL on Security Deposit.
4. The S.D. shall be refunded after satisfactory completion of the contract. The DGVCL reserves the right to recover any dues outstanding against the Tenderer from the S.D. or towards any loss caused to the DGVCL owing to negligence or fault of the Tenderer, his servants or agents. The refund shall be done only on production of No Objection Certificate from the concerned officers, after completion of successful order.

4. Penalty

1. If service of the contractor found unsatisfactory, DAKSHIN GUJARAT VIJ COMPANY LTD. shall exercise its discretionary power to cancel the order.
2. If contractor fails to execute the order successfully or fails to supply the vehicle at any incidence, the requirement will be got completed through other agency and if required to pay higher rate, in that case, difference of rates will be recovered from the contractor.
3. If Tenderer fails to provide the vehicle on any day, as per contract, penalty of Rs. **2000/-** per day per Vehicle will be recovered from the current R.A.Bill.

5. Legal aspects

1. Agreement: As per company rules, contractor will have to enter into a work contract agreement on Stamp Paper of Rs. **300.00** with the company in prescribed format before execution of work. The cost of stamp fees shall be borne by the Successful Tenderer.
2. The Tenderer will have to execute an Indemnity Bond on Stamp paper of Rs. **300.00** at his cost before commencement of order stating that for any accidents or damages to the contractor's staff / equipment's or any other persons/vehicle due to non observance of safety measures, DGVCL shall not be responsible.

3. The vehicle supplied should be comprehensively insured. Xerox copy of insurance Policy should be submitted to this office before placement of order. Insurance for Driver should also be arranged by the contractor and Xerox copy of the same should be submitted to this office.
4. In case of any dispute or any discrepancy, the decision of the E.E (Ind) DGVCL Kadodara DIVISION OFFICE will be final and binding to the Tenderer.
5. The Tenderer must follow all the rules, regulations and orders of the Labour Laws relating to engagement of persons by him.
6. The tenderer shall keep all vehicles in operational condition and duly registered with concerned RTO and copy of each document shall be maintained in the vehicle all time. Copy must be submitted to DGVCL.
7. The contractor shall obtain comprehensive insurance policies for all vehicles in respect of all the insurable liabilities under the MOTOR VEHICLES ACT, The workman Compensation Act (For Drivers and Conductors), Fatal Accident, Personal Injuries Act, Natural Hazardous, Riots/arson etc copy must be submitted to DGVCL.
8. The contractor shall obtain necessary license, registrations as legally required.
9. DGVCL shall entitle to recover full amount from contractor for expenses incurred on account of compliance of any statutory provision or breach of contract.
10. The contractor shall not sublet the contract to any other party. If it is found, subletting the contract, then S.D. will be forfeited and party will be black listed.
11. All disputes in connection with the Tender/Contract shall be subject to the jurisdiction of the court situated at Kadodara.
1. The Tenderer shall also make his own arrangements for refueling, repairs and maintenance of his vehicle and provide other vehicle during maintenance or repair period.
2. The vehicle once inspected and approved by the E E(O&M) for hire shall not be changed or substituted by the contractor except on orders or on becoming defective / off road due to accident break-down etc. In such an event, the contractor shall give immediate intimation to the concerned officer. Where a change of vehicle is likely to last for more than one week prior approval of the Transport Manager shall have to be taken.
3. Tender Fee is non-refundable.
4. Toll tax paid during official journey, shall be reimbursed to the contractor on production of proof of payment along with the monthly bill.
5. The DAKSHIN GUJARAT VIJ COMPANY LTD. shall have right to hire the vehicle from other Agency at the risk and cost of the contractor, in case of default.

6. Price variation

1. The rates quoted by the contractor shall be based on the current fuel price i.e. **Rs.97.82** Per liter of diesel.
2. Formula for considering Price Variation: - No price variation will be payable on cost of Oil/Tyres, tubes etc. For every 10 paisa (Ten paisa) rise/fall in price of Diesel per liter, adjustment of 01 paisa (one Paisa) (increase/decrease) in rate per Kilometer will be given on production of Govt. GR or Dealer. This Price variation will be applicable to the actual KM traveled during the month.

7. Validity of Price Bid

The tenderers shall have to keep the tender open and valid for a period of 180 days from the technical bid opening date or extended date and shall be bound by communication of acceptance dispatched by DGVCL within the above prescribed time limit.

General Terms & Conditions of the Contract are as under:-

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(10) Appropriate Income Tax and Service Tax will be deducted as per prevailing Act, rules & regulation.

(11) Any damage occurs to DGVCL property/material during loading and unloading, necessary cost will be recovered from contractor bill.

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(16) Along with the crane contractor should provide driver along with one helper for necessary work of loading and unloading.

(17) All other general Terms and condition of the company shall be applicable to this contract also.

Date:

Place:

Sign and Seal of the Tenderer

Dakshin Gujarat Vij Company Ltd. reserves the right to reject any OR all Tenders without assigning any reasons thereof.

**Executive Engineer
Kadodara Division,DGVCL.**