

UTTAR GUJARAT VIJ COMPANY LIMITED

CIN - U40102GJ2003SGC042906

Regd.& Corporate Office : Visnagar Road : Mehsana : 384001(North Gujarat)

Phone No: 02762- 222080-81

Fax No: 02762-223574

Website : www.ugvcl.com

e-mail : sp4@ugvcl.com

Name of Work: Hiring of Vehicle Swift Dezire or equivalent Car with AC CNG/Petrol (latest model) of year 2022 for R&C Office , UGVCL, Mehsana.

Tender No. UGVCL/SP/IV/1148/ Hiring of Vehicle Swift Dezire or Equivalent with AC CNG/Petrol Car (latest-model) for R&C Office, Mehsana

TERMS AND CONDITIONS:-

1. GENERAL

Sr. No.	Details	Amount
1	Total Estimated Cost (Maximum)	Rs.9,84,000/-
2	Last date for online submission	25.07.22 up to 18.00 Hrs
3	Last date & time of receiving tender duly filled in (By RPAD/Speed Post)	27.07.22 up to 18.00 Hrs.
4	Date and time of opening of tender	28.07.22 at 11.00 Hrs on wards.
5	Date of opening of Technical Bid Physical as well as online	29.07.22 at 11.00 Hrs.
6	Date of On line Opening of Price Bid (Tentative, if possible)	05.08.22 at 11.00 Hrs.
7	Earnest Money Deposit (Amount Rounded)	Rs. 7500.00
8	Security Deposit	5 % of the order value from successful bidder.
9	Tender fee (Non refundable – Amt.Rounded)	Rs.500 + Rs.90(18% GST)=Rs.590
10	Time limit of work.	Two year.

2. Definitions:-

If construing these general conditions and the annexed specifications, if any, the following words shall have the meaning herein assigned to them unless there is something in the subject or context inconsistent with such construction.

2.1. “Company” shall mean Uttar Gujarat Vij Company Limited, Company and shall include its successors and assign.

2.2. “Contractor” shall mean the tenderer whose tender is accepted by the hirer and shall include the tenderer’s legal personal representatives, successors and permitted assigns.

2.3. “Officer” shall mean such officer as may be duly appointed from time to time by the Company. If he is not so appointed the CE of the Company or his duly authorized representative.

2.4. “Contract” shall mean the agreement, if any to be entered into and include, subject to the special conditions notified herein, all the documents, by which any agreement by the contractor to provide to execute, or to carry out the work if work shall be constituted in or by which the terms of such agreement or any of them are contained or set-forth specially, including these general conditions any special conditions attached to or issued with these conditions, the specifications, drawings, the invitations of tender(if any) or any other letter or notice or document upon or with reference to which the tender is made, the tender and the acceptance thereof and the scheduled price(if any) furnished by the contractor with the tender.

2.5. “Specification” shall mean the specification annexed to these general conditions and the schedules thereto (if any).

2.6. “Contract price” shall mean the sum accepted or the sum calculated in accordance with the prices accepted by or on behalf of the Company.

2.7. “Month” shall mean the calendar month.

2.8. Tender papers are non transferable.

2.9. “Day” means any day starting at 08.00 hours and ending at 20.00 hours without break for vehicles to be hired for 12 hours.

3. EARNEST MONEY DEPOSIT:

Each bid shall be accompanied by EMD amounting to Rs. 7500.00 /-. Earnest Money can be paid through a demand draft in favour of Uttar Gujarat Vij Company Limited on any nationalized bank situated at the place where from the tenders have been issued or by cash. Cheques will not be accepted. Tenders without earnest money will not be considered for acceptance.

The E.M.D. of these successful tenderers who do not accept Company’s orders or of tenderes who withdraw their offer during the stipulated period of validity of the offers will be liable to be forfeited.

4. PERIOD OF CONTRACT :-

The period of the contract shall be for **Two year**. The period further Two years can be extended on mutual agreed terms as per same rates, terms and conditions. **However, in case of poor services provided by the contractor, contract can be terminated after Two year.**

The Company reserves the right to terminate the contract at any time without assigning any reasons what so ever by giving fifteen days notice in writing. The contractor (s) shall not be entitled to any compensation by reasons of such termination of contract.

If contractor 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 contractor.

5. SCOPE OF WORK:-

The rate contract on annual basis for **Hiring of Vehicle Maruti make- Swift Dezire or equivalent Car with AC (latest model)** of year 2022 for Registered & Corporate Office, Mehsana.

It is estimated to hire vehicle as under:

- The vehicle is to be hired for a maximum 3000 KMs/Month for vehicle.
- Rates for excess KM traveled by hired vehicle beyond 3000 KMs per month is admissible.
- The estimated run of vehicle per month and hours of service per day are indicated in the Schedule of rates.

6. AREA:-

Normally the vehicle shall be required to run within area of UGVCL but it shall be required to move anywhere in Gujarat as per the directions.

7. LABOUR LAWS:-

You will have to strictly adhere to the Labour laws, Regarding license, payments, insurance, liabilities, pension scheme, provident fund ,leave facilities, compensation on account of accident etc for laborers/persons engaged by you during the execution of the above cited work.

8. GENERAL CONDITIONS:-

The contractor shall be required to supply hired vehicles of year 2022 directly in accordance with the specifications laid down in the tender papers. Any Car not confirming to the said specifications shall not be accepted.

The Car to be offered for hiring shall be in up to date condition including its tubes, tyres, engine as well as conditions of its outside body. The vehicle to be offered shall

not have been registered before year 2022. However in case of a very poor response or to break off the likely cartel, a relaxation can be granted for one year. However, the officers placing an order should ensure that the conditions of such Car is tiptop in all the way and for that successful bidder should offer prior inspection of Car before put in to the service.

The contractor shall have to produce the following documents completely in all respect to officer in-charge of the vehicle for verification.

- Insurance certificate covering period up to date.
- Registration certificate book with tax paid up to date.
- Road permit.
- Contract carriage permit.
- Fitness certificate.
- Any other documents relevant relating to hiring of vehicles.
- GST registration certificate.

The contractor shall make his own arrangement at his cost for Boarding & Lodging of Drivers, Agents and servants.

The vehicles when in service, shall have to be parked at the Company's premises or as near as the work site as possible.

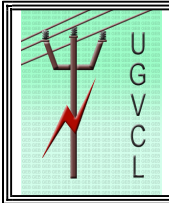
The contractor shall ensure that a representative on his behalf is deputed by him to keep in touch with the Officer with regard to detailing of vehicles, providing arrangements for substitutes in case of any vehicle going off road or looking after to general need of plying of shift vehicle.

The contractor shall also make his own arrangement for refueling, repairs and maintenance of his vehicle.

Before the vehicles are put on hire, the contractor shall produce the same to Officer for his inspection and verification of R.T.O. documents.

The contractor shall be responsible for any fine or penalty if imposed by any authority, State or Central authorities, including any local body for any breach, violation or non-compliance of statutory rules, regulations etc.

The contractor must follow all the rules, regulations and encashment under the Labour laws relating to engagement of persons by him.



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The vehicle once inspected and approved by the Officer for hire all shall not be changed or substituted by the contractor except on orders from the Officer or on becoming defective off road due to accident, breakdown etc. In such an event the contractor shall give immediate intimation to the Officer. Whereas changed vehicle is likely to last for more than one week prior written approval of the Officer shall have to be taken.

The speedometers of the vehicles must be maintained within full accuracy and in working order in all the times. Any defect noticed therein must be rectified at the earliest. Till such time, the meter starts working; the Kms. of journeys for various places shall be decided by the users/Officers.

No interest shall be paid by the UGVCL on Security Deposit.

Earnest Money Deposit (EMD) received along with the Tender shall also be converted into Security Deposit in the event of awarding the contract to a successful party application.

The tender fee paid for purpose of tender paper is non refundable.

The Security Deposit shall be refunded only after completion of the contract or on its termination. The UGVCL reserves the right to recover any dues, outstanding against the contractor, from the Security Deposit or towards any loss caused to the Company owing to neglect of default of the contractor, his servants or agents. The refund shall be done only on production of no objection certificate of all concerned officers.

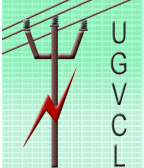
The rates quoted by the Tenderer in the Schedule of Rates must include all charges of every type such as fuel, all type of applicable taxes, levies, maintenance/repairs, driver of contractors' servant/agents wages etc. GST will be paid as applicable as per Govt. Rules.

The TDS shall be deducted as per the prevailing norms.

All road tolls/bridge tolls shall be reimbursed on production of proof of payment along with monthly RA bills.

The vehicle provided on hire by the contractor shall remain at the disposal of the Officer and shall not ply for any purpose other than the bonafide purpose of the Company.

The vehicles shall commence duty at the Head Quarter of Officer.

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The contractor shall provide standby vehicle(s) to ensure prompt substitute arrangements should any hired vehicle go off road.

In case any vehicle remains absent or fails to reports for duty or a vehicle if provided as a substitute is not in an acceptable conditions, the Company shall recover the penalty as specified and in case of an unacceptable substituted vehicle any journey covered by it may also be disallowed apart from recovering penalty as if the vehicle is “absent”.

The Company shall have right to hire vehicle from other agency at the risk and cost of contractor in case of default.

PENALTY (RATE):-

For an absence beyond two hours and up to one day: Rs.1500.00 per Car + 18% GST/Per day

If the contractor fails to provide the vehicle, the deduction from his RA bill shall be made on prorata considering the monthly rate payable with 26 working days per month or actual Amount paid by company to hire alternative vehicle.

Night stay Charge

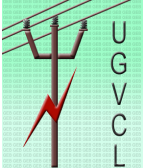
If the vehicle is called during the day for **15 hours or more**, night stay will be charge.

EXPLANATION:-

In case of any vehicle remains off the road due to major break-down/accident/mishap or any other reasons beyond human control penalty shall be condoned up to a maximum of 48-hours at the discretion of the Officer. The contractor may, however, in the meantime make his best efforts to provide a substitute so as not to allow the work to suffer.

The contractor must ensure that the vehicle is kept/ maintained in best and clean condition.

The contractor shall ensure observance of discipline by his drivers/agents or servants engaged in performance of the contract in question. **They must not be indulge in the use of Drink or Drug.** They must behave in a polite and courteous manner with the Company’s employees. In case of any complaint against any drivers etc., the contractor must change him/them and in case he fails to do so such of the Driver shall not be

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accepted on duty and vehicle on which deputed shall not be accepted on duty and marked absent.

As far as possible, the contractor shall ensure that the Drivers are in proper neat and clean uniform while on duty.

The contractor shall furnish a detail of Driver with their names/designation/Address and License particulars for record of the Officer.

Driver shall preferably below the age of 40 years and never above 55 years. The lodging and boarding of driver shall be borne by owner.

The Driver should be provided with enough money to cover the cost of CNG/Petrol, repairs and incidental expenditure while in journey.

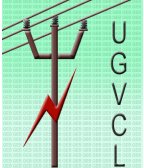
The contractor, his drivers, agents, servants or any other workman engaged in performance of the contractor must observe safety rules and regulations while going to work sites/installation should any mischief, take place due to neglect of safety on paid of any of his workers, the contractor shall be solely liable for all the consequences.

The vehicle-wise and month-wise log books (in triplicate) in prescribed format shall be maintained by the contractor in respect of his vehicles plying on hire under the contract. All the entries columns must be properly filled in/completed as soon as any journey is completed and got signed from the user as well as by the Driver. It shall be the sole responsibility of the contractor to ensure that log-books are properly completed and signed. Any entry not properly or legibility recorded or left unsigned or having cuttings/interpolations/over-writing shall not be taken into consideration and no payments shall be made in respect of such journeys, unless the certified by the user / officer(s).

On close of the month, the contractor shall prefer bills of hire(in triplicate) to the Officer along with two copies of the log sheets of all hired vehicle (original and second copies).The checking and verification to each log sheet in following certificate be enclosed dully signed by the concerned user officer of the vehicle certified that all

the verified and checked and found to have been made in the interest of the Company's bonafide work".

The bill for traveling of the vehicle shall be paid on monthly basis. All efforts shall be made to pay the bill within 30 days time to time of submission.

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The contractor shall indemnify the Company against all suits, actions proceedings etc., arising out of any claims or demand for breach of any rules, regulations, defaults etc, on part of the contractor, his agents or servants in the course of performance of this contract.

The Company shall not be responsible for any loss or damage to the property of the contractor or any injury or death to him or any of his agents or servants during the course of performance of the contract.

The contractor shall insure his vehicle properly to safeguard against any risk arising out of accident, fire, theft riots etc.

It shall be the sole responsibility of the contractor to maintain all relevant forms, registers or record in accordance with the various statutes, labour laws, enactments etc.

THE VALIDITY OF TENDERS:-

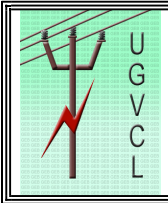
The validity of tenders shall be upto 120 days from the date of opening of tenders by the Company and they shall be legally bound to honour any commitment relating to tenders during this period including accepting of work order and providing vehicles on hire if no order by the Company. In case of non compliance, EMD will be forfeited apart from taking any other action as may be considered suitable, under the circumstances.

After tender is accepted, the Officer shall place a work order on the successful party to provide a requisite number of vehicles on hire by giving at least 20(Twenty) days time to complete RTO formalities of the vehicles.

The parties submitting tenders must ensure that in the event of their tenders being accepted. They will have to meet the FULL QUOTA REQUIREMENT OF VEHICLES for the category or categories for which tenders are submitted. In case they fail to provide full number of vehicles as per need, it will be considered a breach or default on part of the party concerned and their EMD forfeited.

The parties quoting rates must carefully read and understand the clauses, terms and conditions, incorporated herein to avoid any inconvenience later on to this office.

CONTRACTOR'S LIABILITY:



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The contractor/s shall insure all vehicles properly so as to fully safeguard against any risk arising out of accidents. Fire, theft, riots etc., full liability of any injury, death, damage or loss of human lives (including Company's employees traveling in the vehicles, contractor's Drivers/Servants. Agents or any other human being) any other vehicle stationary or mobile and public or private properties will be contractor's account.

The contractor shall immunize company's personnel against any claim arising out of accidents or misbehavior of the driver. The vehicle shall be kept properly insured all the time to cover the 3rd party risk and simultaneously immunized company on account of likely claims from public, police deptt., etc.

COMPUTATION OF Kms. FOR BILLING:-

The Company will allow billing of Kms. On the basis of opening readings as soon on arrival of the vehicle at the Company's Officers and as at the time of departure after completion of duties from the head quarters on day-to-day basis.

The rates once offered by the party and accepted by the Company with or without modification, shall remain unchanged during the contract.

If there is any statutory increase/decrease in fuel prices by an order of the Central or State Government, suitable marginal increase/decrease in rates of hiring will be given by the Company as per the formula given.

The following documents must be enclosed along with the tenders otherwise the tenders shall not be considered.

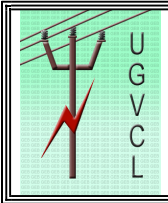
(1) Number of vehicles owned by the Tenderer for which tenders being submitted stating their Reg.No., Model, make etc.

(2) Photostat copies of RC Books of vehicles, both owned by him and to be arranged by him For the purpose of hiring out.

(3) Earnest Money Deposit (EMD) amount according to the tender notice in the form of demand draft on any Nationalized Bank drawn in favour of Uttar Gujarat Vij Company Limited., Mehsana.

(4) Schedule-A enclosed to the tender papers, showing the rate of hiring chargeable by the party. Rate must be quoted in words and figures.

9. SECURITY DEPOSIT:-



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The successful tenders will be required to pay an amount equivalent to 5% of the value of the order as a Security Deposit for satisfactory performance of the contract. Such amount will be payable either in Cash/Demand Draft or in the form of the Bank Guarantee from any Nationalized Bank. The Bank guarantee will be acceptable only when the amount of Security Deposit exceeds Rs.10,000.00. Such Bank guarantee will have to be executed as per standard format prescribed by the Company. Such Bank Guarantee will require to be held valid for full period of contract. If necessary the contractor may have to renew Bank Guarantee.

The Security Deposit payable @ 5% of the contract value through Demand Draft or in form of Bank Guarantee within 15 days from date of issue of LOA issued by UGVCL. paid in cash soon after the work order is issued and the balance in two equal installments from the first and second bills. The Bank Guarantee of a Nationalized Bank may be accepted in lieu of cash or Govt. Securities towards Security Deposit for work contract provided the amount of security deposit payable exceeds Rs.10,000.00.

EXPERIENCE:-

The tenders shall have a minimum experience of operating such contracts with other Govt./Semi Govt. agencies. Details of such contracts executed in last three years must be furnished along with the offer. Tender without such details will be liable to be rejected without any correspondence.

10. GOODS & SERVICE TAX(GST):- UGVCL GST Registration No. is 24AAACU6551F1ZI

The firm prices are exclusive of Goods & service Tax as applicable. The amount and rate (%) of GST as applicable should clearly be indicated separately. (GST means all applicable Tax/cess under GST laws. GST Laws means IGST Act, GST Compensation to the State for Loss of Revenue) Act CGST Act, UTGST Act and SGST Act-2017 and all related ancillary legislations).Contractor should charge GST in invoice at the rate as agreed to/mentioned in acceptance of tender only any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code etc;) over and above as charged in the invoice shall be borne by the contractors. However any refund received by the contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the contractor. Further, the company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum or interest/fees & penalty charges under GST Law, whichever is higher if GST charges is not paid/short paid to the Government or failed to upload the details or

uploads inaccurate particulars on GSTIN portal by the contractor within the stipulated time limit.

STATUTORY Deduction

TDS and GST TDS: TDS under income tax act and GST TDS will be deducted as per applicable rate

11. STATUTORY VARIATION:-

Any statutory increase or decrease in GST as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to the offer if it takes place within the original contractual completion date will be to Company's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed **on to COMPANY**.

12. Submission of Bills and payments:-

The bill in duplicate may be submitted to concern Engineer at Vigilance section, R.O., Mehsana, along with advance stamp receipt, who will record the bill. The payment will be made through RTGS/NEFT subject to advance stamp receipt from you. Income tax as per Govt. rules in force will be deducted from you every regular bill while making payment. GST tax will be paid as applicable as per Govt. rules as per tender condition. In case Km traveled beyond limit justification certificate from concern authority must submitted with bill and also for night journey separate certificate must with bill.

JURISDICTION:-

All disputes relating to proposed contract will be subject to Mehsana jurisdiction only.

OTHER TERMS AND CONDITIONS:-

The general terms and conditions relating to works, as standardized by the Company. But not specifically brought out therein above shall also be made applicable to the proposed contract and will be binding to the successful tenderer/SA copy of booklet containing such terms & conditions will be available for perusal of tenderers, at the office of the authorities issuing this tender.

FORMULA FOR CONSIDER IN PRICE VARIATION:-

Formula for considering price variation – No price variation will be payable on cost of Oil/tyres, tubes etc. Only charges in price of CNG/Petrol will be adjustable. You must quote prices on the basis of prevailing 15 days before the due date of tender. These basic rates shall be indicated in the offer.

For every Ten Paise increase in price of fuel, per KM payable price shall go up by **One Paise. This will be applicable to the actual KM traveled during the month.**

13. Price Evaluation:-

In case of a registered bidder not mentioning GST amount & % in the bid considering notification no.22/2019 of cost, a notional amount of GST@5% of bidden amount will be taken as GST cost for price evaluation purpose.

CONTRACTOR's UNDERTAKING:

“I/We have carefully read all the terms and conditions contained in these specifications and am/are agreeable to the same. In token thereof, I/We have laid our signature and seal hereunder.”

(The tenderers must return the entire specification along with the offer duly signed).

IMPORTANT:

(a) All the relevant documents as per requirement of the Tender also to be submitted physically along with the Tender Fee, EMD cover in sealed cover on OR before due date and time. All such documents should be strictly submitted by RPAD/speed post only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained.

(b) Any deviation found in Data/Details/Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, Vender Registration, Technical and commercial documents etc.) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

Further bidders are requested to submit price – bid (Schedule – B) on-line only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in

physical form, same will not be opened and only on -line submitted price bid will be considered for evaluation.

(c) It is mandatory for all the bidders to submit their tender documents by both forms viz. on-line (e-tendering) and physically in schedule time. If tender documents submitted in only any one form, say either by on line or physically, in that case the same tender will not be considered.

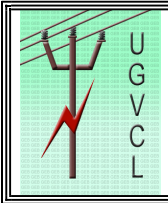
Note:- Bidders should be in touch with websites <https://ugvcl.nprocure.com> & www.ugvcl.com for information regarding revision/corrigendum/Amendment in tender till due date of online submission and thereafter. No separate information shall be sent in this regards and also not publish in newspaper.

Any technical questions , information & clarification that may be required pertaining to this inquiry should be referred to Chief Engineer (P) ,Uttar Gujarat Vij Company Ltd. Regd. & Corporate Office , Visnagar Road Mehsana -384001

UGVCL reserves the right to reject any OR all tenders without assigning any reasons thereof.

Chief Engineer (P&P)

UGVCL: Mehsana



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Schedule-A of rate for hired vehicle **Category of vehicle: - Swift Dezire or Equivalent with AC** **CNG/Petrol Car (latest-model) of year 2022**

Category of vehicle: -

Maruti make- Swift Dezire or equivalent Car with AC (latest model)

Sr. No	Description	Details
1	Total numbers of vehicle require	01 Nos.
2	Total numbers of vehicle offered (To be filled by contractor)	
3	Service Hours	12 Hrs per day.
4	Minimum fixed charges Per vehicle per month Up to a total run of 3000 KMs. in Rs.	
5	Extra charges per KM Run beyond 3000 KMs per vehicle in Rs.	
6	Stay charges per Night per vehicle in Rs.	

Note:- All Bidders are requested to quote their rate in above prescribed format in online only .Rate should be inclusive of all taxes and no other charges shall be payable.

Service tax will be paid extra on submission of ST Registration No. & copy.

If the vehicle is called during the day for 15 hours or more, night stay will be charge

Bidders has to submit following documents with their physical bid.

- All tender documents dully filled & signed to confirm acceptance of all tender conditions.
- Address proof of bidder.
- Quotation for the vehicle offer.
- Bank solvency certificate/Income tax return/ Pan Card Number.
- I.D.Proof.
- Experience certificate.

In absence of any of the above documents UGVCL may disqualify their bid without further correspondence.

Name of Contractor: -

Address: -

Signature of Contractor:-

Place:-

Date:-