

# OFFICE OF THE PRINCIPAL COMMISSIONER CENTRAL EXCISE & SERVICE TAX CENTRAL EXCISE HOUSE F- BLOCK, RISHI NAGAR LUDHIANA - 141002 PUNJAB Ph: 0161-2679426

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Dated: 22.03.2017

C.No. I-22(04)Supdt/Hqrs/Veh/Ldh/2016

# NOTICE FOR INVITING TENDER FOR HIRING OF VEHICLES

Sealed tenders are invited from reputed parties for the hiring of 06 vehicles of White Colour i.e. 2mid size vehicles (One Innova and One Honda City) and 4 small size vehicles(4Etios/ MarutiCiaz) all with driver &with fuelfor the office of the Principal Commissioner, Central Excise & Service TaxCommissionerate, Central Excise House, "F" Block, Rishi Nagar, Ludhiana initially for the period from 01.04.2017 to 31.03.2018. The detailed terms and conditions are enclosed herewith in Annexure — "A" to this Tender Notice which can be downloaded from www.centralexciseludhiana.gov.in,www.cbec.gov.inor the website www.eprocure.gov.inor see the notice board at the address mentioned above. In case of any difficulty, the Superintendent (Hqrs.), Office of the Principal Commissioner of Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhiana, Central Excise House, "F" Block, Rishi Nagar, Ludhiana may be contacted on any working day during office hours on or before 30.03.2017.

The interested service providers may submit their Tender documents in the prescribed Quotation form duly signed and stamped, in a sealed cover to the Post. The last date for receipt of Tender is 30.03.2017 up to 1100 hrs. Technical Bids shall be opened on 30.03.2017at 1430 hrs. The date and time of opening of Financial Bids shall be intimated on 30.03.2017after opening of Technical Bids. The tenders/quotations received incomplete and/or filed after the due date and time shall be summarily rejected. The parties who wish to be present at the time of opening of Tender/Quotation may represent themselves or authorize their representatives with an authority letter. This office reserves the right to accept or reject any or all tenders without assigning any reasons.

DeputyCommissioner (Admn.)

## TERMS AND CONDITIONS

1. Separate sealed Technical and Financial bids should be kept in a single sealed envelope and super scribed with "Tender for Hiring of Vehicles". The separate technical and financial bids should be clearly marked "Technical Bid" or "Financial Bid" on their respective envelopes. The tender will be opened on 30.03.2017at 1430 hrs in the Conference Hall (First Floor), Office of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhiana, Central Excise House, "F" Block, Rishi Nagar, Ludhiana before the Officers and Tenderers, if any present.

Type of the vehicles required hired to be supplied

Sl.	Category	No. of	Cost Ceiling (exclusive of
No.		Vehicles	Service Tax)
		required	
1.	Mid sized vehicle to be used generally for30/31 days (however the Vehicle shall be made available on all days including Saturday, Sunday and Holidays as and when required by the Office)of hiring subject		Rs. 40,000/ month
2.	Small sized vehicle to be used generally for 25 days, (however the Vehicle shall be made available on all days including Saturday, Sunday and Holidays or as and when required by the Office) for maximum of 2000 Kms. in a month.	4	Rs. 30,000/ month

2. The contract for the above vehicles shall be valid for an initial period from the 01.04.2017 till 31.03.2018. The contract can be extended with approval of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhiana, Central Excise House, "F" Block, Rishi Nagar, Ludhiana within the framework of the guidelines issued by the Ministry.

- 3. The tenderer should be duly registered with concerned Central/State Govt. authorities and should be a well established Taxi agency/firm (hereinafter referred to as the agency/firm). Such vehicle providers should also submit details of other such Govt. organizations to which they have extended similar service in the recent past as well as the present. The bidder shall sign and stamp each page of the tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained therein and submit the same along with the technical bid.
- 4. The agency/firm should have sufficient numbers of the vehicles and drivers with them. In case of breakdown of vehicle or non availability of driver at any time, the firm shall provide substitute vehicle / driver as the case may be.
- 5. The validity of the quotations shall be for 3 months from the date of receipt in the office of the Office of the Principal Commissioner, Central Excise & Service Tax Commissionerate, Ludhiana, "F" Block, Central Excise House, Rishi Nagar, Ludhiana.
- 6. The vehicles to be provided should not be older than 2 years 6 months and shouldbe in excellent working condition. It should have the safety features viz. Air Bags, ABS to ensure safety of driver and co-passengers and should not have run more than 25,000 Kms as on date of submission of tender. Applicant Contractor should mention the year of manufacture of the vehicles. Newer models will be given preference. The vehicles should be kept neat and clean and in perfect running condition with clean interiors and proper upholstery. The Diesel Engine vehicles shall be given preference.
- 7. Road worthiness of the vehicles shall be ensured at all times by the service provider. The service provider will conduct fortnightly cleaning and washing as well as servicing (as and when due) of the vehicles.
- 8. The vehicle should be registered with the Transport Authority having valid Insurance, Road Tax payment etc. The Contractor shall comply with Motor Vehicle Act/Rules/other statutory requirements. The Vehicles provided should have

### Commercial Registration as per Motor Vehicles Act.

- 9. The vehicle shall be provided for the exclusive use of this office and shall not be used by the contracted agency for any other purpose. The Kilometer counting of the vehicle shall start from the designated office and shall end at designated office. Only the mileage verified by the Superintendent (Hqrs), Central Excise & Service Tax Commissionerate, Ludhiana shall be taken into consideration by this office for making payment.
- 10. Vehicle to be provided for use of generally 25/31 days in a month (however the Vehicle shall be made available on all days including Saturday, Sunday and Holidays as and when required by the Office) and the maximum running of vehicles in a month shall be 2000/2500Kms for small size and mid size car respectively. The shortfall / excess of 2000/2500Kms. As the case may be in the month can be carried over/adjusted in the successive months in the same financial year.
- 11. The service provider shall ensure that the speedometer of the vehicle provided is properly sealed so that no tampering is done with unnecessarily to inflate the distance travelled.
- 12. LPG/CNG Cylinders must not be used as fuel for running the vehicle in any case.
- 13. The Contractor shall provide dedicated drivers with the vehicles and any change in vehicle and/or driver should be made only in very exceptional circumstances. Replacement of the vehicle/driver should be provided in the event of a breakdown of vehicle/non-availability of driver.
- 14. In case the condition of the vehicles is not found to be satisfactory, they shall be returned for immediate replacement. In case no replacement is provided on time, the Deputy/ Assistant Commissioner (Admn.), Office of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhianawould have a right to hire a vehicle from the market and the additional cost incurred by this office, will be borne by the agency / firm.

- 15. The drivers employed along with the vehicle should satisfy the following conditions:
- (i) Drivers should have minimum 2 years of experience of driving. They should have valid vehicle Transport Licenses for driving passenger vehicles on hire.
- (ii) Driver should wear the prescribed uniform i.e. Light blue shirt with navy blue trousers and black shoes.
- (iii) Drivers should be well versed with the roads and the places in Chandigarh & Punjab and should have experience in city driving.
- (iv) Once the driver has been allotted to a particular vehicle, he should remain with the same vehicle for a period of at least one year. Any change in the designated driver should be intimated to the concerned officer 24 hours before such change is affected.
- (v) Driver should be provided with a mobile phone. No expense related to mobile phone and mobile connection shall be borne by the department.
- (vi) Driver should be decent and well behaved and should not have any criminal cases against him and should not have any past history of accidents.
- (vii) Drivers should not be addicted.
- (viii) Car should be kept clean and odour free, suitable for official use.
- (ix) The driver should always remain with the vehicle for entire period of duty.

  In case of any need, he should seek permission of the concerned officer.
- (x) The driver of the vehicle provided must follow traffic rules and all other regulations prescribed by the Govt. from time to time. The driver shall observe all the etiquette and protocol while performing duty & shall be neatly dressed in proper uniform.
- 16. In case of vehicle breakdown, a substitute vehicle shall be provided by the Contractor immediately. In case, the vehicle does not report within the reasonable time or does not report at all, the Department would have the right to hire a vehicle from the market and the additional cost incurred by the Department will be borne by the Contractor. In case, neither a substitute vehicle is provided nor a vehicle is hired by the Department, proportionate contract charges are liable to be deducted from the contract charges payable.

- 17. The rates quoted should be exclusive of the service tax component. No service tax will be paid if the operator fails to provide proof of valid service tax registration. All taxes, fee, levy, insurance charges etc. other than Service Tax, Toll Tax and State Tax (other than Punjab) would be borne by the Agency/Firm.
- 18. The Deputy/ Assistant Commissioner (Admn.), Office of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhianareserves the right to reject all or any of the offers without assigning any reason thereof and the decision of this office shall be final and binding.
- 19. This office shall not be responsible for challan, loss, damage or any accident of the vehicle or to any other vehicles or for the injury to the driver or any third party. However, toll taxes will be reimbursed on actual basis on production of proof of payment of such taxes by the contractor/service provider.
- 20. In the event of any unsatisfactory performance, either of the vehicle(s) or of the driver and /or non compliance with the terms & conditions of the contract, the contract shall be terminated without assigning any reasons whatsoever.
- 21. The contractor shall be solely responsible for correct payment of wages/salary and other benefits and allowances to his driver that might become applicable under any Act or Order of Government. The Contractee/ Department shall have no liability whatsoever in this regard and the contractor shall indemnify the Contractee/Department against all claims which may arise under the provision of various Act or Order of Government etc.
- 22. The contractor and the driver shall be bound to carry out the instructions of the Contractee/ Department as well as the Officers assigned to the vehicle.
- 23. The service provider/ bidder will comply with the labour laws in force and all liabilities in this connection will be theirs.

- 24. It is made clear that the Department will not be under any obligation, legal or otherwise, to provide any employment to any of the personnel of the service provider during or after the expiry of the hire period. The Contractee (Department) recognizes no employer-employee relationship between the Department and the personnel deployed by the service provider. The Department shall not be responsible financially or otherwise for any injury to the vehicle or driver or person deployed by the service provider during the course of hire.
- 25. The billing will be done on monthly basis. Bills in connection with the service shall be submitted to the Deputy/ Assistant Commissioner (Admn.), Office of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhianawithin the first week of each successive month with concerned document.
- 26. TDS and other taxes as applicable will be deducted from each bill.

# 27. <u>Financial bids of only those agencies /firms/bidders would be opened, who have qualified in respect of the technical requirements.</u>

- 28. Once the hiring of vehicles commences from a particular agency/firm, the vehicles and the drivers should not be changed unless so requested by the Deputy/ Assistant Commissioner (Admn.), Office of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhiana. The vehicle must be available at any time of day as desired by the Deputy/ Assistant Commissioner (Admn.), Office of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhiana.
- 29. Within 7 days of awarding of the contract, the agency/firm has to furnish to the Deputy/ Assistant Commissioner (Admn.), Office of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhiana the certified copies of Temporary RC (registration certificate) books/ Permanent RC as applicable

- 30. The Deputy/ Assistant Commissioner (Admn.), Office of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhiana, Central Excise House, "F" Block, Rishi Nagar, Ludhiana shall be liable to pay the hiring charges only. Any other charges, including monthly charges of driver, repair and maintenance of vehicle, insurance, oil and any other incidental expenses shall be borne by agency/firm.
- 31. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the firm to provide a substitute vehicle which is of similar make as replacement immediately.
- 32. In case any vehicle does not report on time/does not report at all, the Deputy/ Assistant Commissioner (Admn.), Office of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhiana, Central Excise House, "F" Block, Rishi Nagar, Ludhianawould have the right to hire a vehicle from the market and the additional cost incurred will be borne by the agency/firm.
- 33. A penalty of Rs. 1000/- per day per vehicle may be levied if any vehicle or driver or agency/firm fails to meet above terms & conditions on any day.
- 34. In case of any accident, all the claims arising out of it shall be met by the agency/firm.
- 35. The contract between the Deputy/ Assistant Commissioner (Admn.), Office of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhiana, Central Excise House, "F" Block, Rishi Nagar, Ludhiana the service provider can be cancelled after a prior notice of one month from either side, in the event of poor service or violation of any of the conditions stipulated.
- 36. Any matter during the period of this agreement, which has not been specifically covered by this agreement, shall be decided by the Deputy/ Assistant Commissioner (Admn.), Office of the Principal Commissioner, Central

Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhiana, Central Excise House, "F" Block, Rishi Nagar, Ludhiana, whose decision shall be final and conclusive.

- 37. The tenderer is required to enter into an agreement on non-judicial stamp paper of Rs.100/- and the cost of stamp paper is to be borne by the tenderer.
- 38. No additional terms and conditions over and above the conditions stipulated above shall be entertained by the Deputy/ Assistant Commissioner (Admn.), Office of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhiana, Central Excise House, "F" Block, Rishi Nagar, Ludhiana.
- 39. A log book specifying daily reporting and relieving time as well as daily opening & closing meter reading shall be maintained for the vehicle.
- 40. The office shall not be responsible for any fine charged by Police or other agencies, losses, damages, any accident of the vehicle or to any other vehicles or for the injury to the driver or any other third party. All such expenses on this account shall be borne by the vendor/supplier of vehicle and there will be no reimbursement from the Department in this regard.
- 41. In case of any dispute of any kind and in any respect whatsoever, the decision of the Deputy/ Assistant Commissioner (Admn.), Office of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhiana, Central Excise House, "F" Block, Rishi Nagar, Ludhiana, shall be final and binding.

Deputy Commissioner (Admn.)

- 1) The Superintendent (System), Office of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissionerate, Ludhiana, Central Excise House, "F" Block, Rishi Nagar, Ludhiana for posting the said Tender Notice on the Commissionerate website immediately. He should also ensure posting of the tender in the CBEC website and on website <a href="https://www.eprocure.gov.in">www.eprocure.gov.in</a>.
- (2) Notice Board of office the Deputy Commissioner (Admn.), Office of the Principal Commissioner, Central Excise & Service Tax, Central Excise & Service Tax Commissioner, Ludhiana, Central Excise House, "F" Block, Rishi Nagar, Ludhiana.

Deputy Commissioner (Admn.)

# TECHNICAL BID FOR HIRING OF VEHICLE

To be submitted in a separate sealed envelope subscribing "TECHNICAL BID"

<ol> <li>2.</li> </ol>	Name of the Firm, Address with Pin Code, Telephone Number & E-mail address:  Name & Address of the Proprietor / Partners/	
2.	Name & Address of the Proprietor / Partners/	
2.	_	
	Diverse of the Pinns /Commence	
	Directors of the Firm/Company	
3.	PAN of the firm as allocated by the Income	
	Tax Department (Attach copy of PAN)	
4.	Service Tax Registration Number, if	
	registered (attach copy of Registration	
	Certificate)	
5.	List of the Public Sector / Govt. Organisation	
	to which similar services have been provided	
	by the contractor during the last three years	
	and to which the Service Provider is	
	currently providing services	
6.	Name and No. of Vehicle Offered	
7.	Model No.	
8.	Colour of Vehicle	
9.	Self-certification that no criminal case is	
	pending against the drivers	

# **UNDERTAKING**

1. I/We undertake that, I/We have carefully studied all the terms and conditions of the contract as indicated in the Tender Enquiry for providing vehicle on hire basis and understood the parameters of the proposed work and shall abide by them.

2.	I/We further undertake that the informatio	n given	in this	tender	are	true	and
corre	ect in all respects.						
Signa	ature of Authorized Person with Date:			-			
Name	e & Full Address:						

# FINANCIAL BID FOR HIRING OF VEHICLE

To be submitted in a separate sealed envelope super scribing "Financial Bid"

1.	Name & Ad	ldress of the	
	Contractor/Firm/Con		
2.	Name & Address of	Proprietor /Partners	
	/ Directors		
3.	Vehicle Type/	Rate quoted per	Extra charge rate per Km.
	Model	month per vehicle	beyond 2000/2500Kms as
		exclusive of	the case may be.
		service tax (Amt. in	
		Rs.)	
(i)	Mid Size vehicle		
	(Toyota Innova/		
	Honda City)		
(ii)	Small Size vehicle		
	(Toyota Etios/		
	MarutiCiaz)		

I have read the terms and conditions of the Tender Notice and agree to abide them. The rate will be fixed for the whole financial year 2017-18.

Signature of Authorized person with Date:	
Name & Full Address:	

# Certificate

1. 1,					<del> </del>
Son/Daughter/Wife		of	Shri		
Proprietor/Director/	Authorized	Signatory	of	the	(Agency/Firm)
					_ am competent
to sign this declaration	and execute thi	s tender docun	nent;		
2. I have carefully	read and under	stood all the te	erms an	d conditi	ons of the tender
and undertake to abide	by them;				
3. The information	n/documents fur	nished along v	vith the	applicat	ion are true and
authentic to the best of	of my knowledge	and belief. I/V	We am/a	are well a	aware of the fact
that furnishing of any	false/misleading	information/fa	bricate	d docume	ent would lead to
rejection of my tender	at any stage.				
Date:					
Place:		Seal: Signa	ture of	authorize	ed person
		Full Name (	with sea	al)	<del></del>