

TERMS AND CONDITIONS

I. Relating to the vehicle and its use

1. The vehicle shall not be registered prior to 1st October, 2016.
2. The Vehicle to be provided for use of maximum of 26 days in a month and the maximum running of vehicle in a month shall be 2000 Kms. The shortfall / excess of 2000 Kms. in the month can be carried over / adjusted in the successive months in the same financial year.
3. The vehicle shall be in white colour only.
4. The vehicle to be hired should be registered with Punjab Registration number only and should be registered as commercial vehicle.
5. The vehicle shall not have any accidental history/case.
6. There should be at least two sets of white seat covers, towels and napkins for the vehicle. It should be changed every week. There should be an air spray in the vehicle. The items mentioned shall be made available at the cost of the owner of the agency/ firm.
7. LPG cylinder shall not be used as fuel for running the vehicle in any case.
8. Vehicle should carry necessary permits/ clearance from the Transport Authority or any other relevant Authority required as per law. The vehicle should also carry necessary pollution certificates issued by the relevant authority. Copy of the above certificates has to be furnished to the office concerned for which the vehicle is offered.
9. Vehicle will have to be maintained in good running condition with shining body and good upholstery.

II. Driver(s)

1. The driver(s) provided should be having valid driving license and clean driving record and shall not have any criminal case history
2. The driver(s) shall have a minimum of two years experience of driving.
3. In case of issue of any challan for whatsoever reason by the Police/ Traffic Police, service provider shall be liable to pay the fine imposed, and bear other consequences.
4. Driver should be at all times on duty, wear light colored shirt, dark colored trouser and shoes with fully covered toes. Driver should observe cleanliness and all the etiquette and protocol while performing the duty including helping in handling documents and assisting officers using the vehicle.
5. The driver must be provided at service providers cost a mobile phone for communication with the officers. The driver shall not be allowed to use the phone while driving.
6. Driver must not smoke or drink or use any kind of intoxicating substance or drugs, while on duty. In case of misbehavior of the driver or failure to meet any of the terms and condition, the hiring office will have discretion to ask the service provider to change the driver and the service provider shall be bound to provide a different driver immediately.
7. In case the driver is on leave due to ill health or any function etc, the service provider shall make alternate arrangement.

III. Technical / Financial Bid

1. The tenderers shall sign each page of the tender document as a token of having read and understood the terms and conditions contained therein.
2. Vehicles will be inspected after opening of the Technical bids and upon satisfaction/eligibility criteria being met, the financial bids of only those bidders who have qualified in the technical bid shall be opened and taken for consideration.
3. Utmost care may kindly be taken to upload price schedule. Any change in the format of Financial Bid/Price Bid format shall render it unfit for bidding.

Following steps may be followed:-

- (a) Download Financial Bid/Price Bid format.
- (b) Fill rates in downloaded Financial Bid/Price Bid as specified in the prescribed format Annexure III of the Bid document. Please enter only the details as required therein and upload the same duly signed.
- (c) Offer must be without any condition, assumption, qualification, reservation or variation. Offer must be mentioned in prescribed Proforma in respect of each vehicle and each category separately.
- (d) Conditional tender offer or offer at variance from prescribed specification would be considered ineligible.
- (e) Rate shall be firm and shall not be subject to any variation or adjustment on account of any escalations throughout the execution of the contract.

IV. Award of Bid: The tender will be awarded to the bidder who quotes the lowest rate for the vehicle.

V. Performance Security Deposit- The successful bidder shall give Performance Security in the form of Bank Guarantee at least equal to the rate per month for the vehicles for which contract has been awarded to him in favour of the Assistant Commissioner before execution of the contract / agreement. Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor and shall be thereafter released to the contractor. The Performance Security will be forfeited in case of unsatisfactory performance of the successful bidder.

VI. General

1. The Service Provider will comply with the labour laws in force and all liabilities in this connection will be theirs. It is obligatory on the part of Service Provider that driver is paid not less than minimum wages prescribed under the Minimum Wages Act from time to time.
2. The Department shall be under no 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 Department recognizes no employer-employee relationship between the Department and the personnel deployed by the service provider.
3. The responsibility for the safety and security of the vehicle shall lie solely with the Service Provider. It is also be the service provider's absolute responsibility to take care of any damage/ repairs caused to the vehicle during the period of the contract.
4. The Service Provider shall have a telephone connection working 24 hours all seven 7 days a week for contact in case of emergency. The said telephone number has to be informed to the

Assistant Commissioner concerned in writing.

5. The mileage shall be calculated from the Division office and will not be calculated on garage to garage basis.
6. In case the condition of vehicle is not found to be satisfactory or in case of breakdown or in case the vehicle does not report on time/ does not report at all, this office would have the right to hire a vehicle from the market and the additional cost incurred by this office will be borne by the service provider.
7. The service provider shall in, no case, lease/ transfer/ sublet/ appoint caretaker for the service rendered.
8. The billing will be done on monthly basis. The monthly bills in duplicate shall be submitted to the office of the Assistant Commissioner, CGST Division, Moga. The department shall not make any advance payment. No GST will be paid if the operator fails to provide proof of valid GST registration and deposit the same into the government account. If the service provider is exempted from payment of GST the same should be clearly stated on the quotation, mentioning authority of such exemption.
9. Irrespective of the payment of the monthly bill amount by the department, any dues payable by the service provider including the salary of the driver, Govt. taxes etc., shall be promptly settled by the service provider, and he shall have no claim against the department for any delayed payment.
10. Once the hiring of vehicle commences, the vehicle and the driver should not be normally changed unless instructed by the hiring department. Change in the designated driver, if necessary, should be intimated in advance.
11. In case of any accident, involving the use of vehicle and / or injury etc. to the persons and driver deployed, all the claims arising out of the same shall be met by service provider and this office or any officer using the vehicle shall have no liability.
12. The hiring office reserve the rights to increase or decrease the number of vehicle hired without assigning any reason during the currency of the contractual period and in case of increase in vehicles, the service provider shall be liable to provide the vehicles at the same rate quoted by him in his bid.
13. The service provider shall provide name and addresses of the driver along with copy of driving license while submitting acceptance of offer an undertaking in respect of the good moral character of the driver and his being free from any ongoing criminal proceeding.
14. The hiring office shall be at liberty to withhold any of the payments in full or in part for default in service and / or for the loss incurred by the Department as result of theft, burglary etc or any illegal act on part of the service provider or his employee or the driver provided by him causing any loss to the hiring office whether directly or indirectly.
15. On awarding the contract, the Service Provider has to furnish with the certified copies of RC Book, the comprehensive insurance policy and copies of driving license of the driver of the vehicle.
16. The vehicle provided should be for exclusive use of the hiring office. The vehicle deployed will not be used for any commercial/ personal purpose during the contract period.
17. **Agreement:-** The successful bidder will have to execute a contract agreement with the department after the tender process on the lines of terms and conditions and the validity of contract agreement will be from 20.12.2019 to 19.12.2020. The contract can be cancelled, in the event of poor service or violation of any of the conditions stipulated in the tender document or the contract.
18. Apart from the service provider having to bear the costs for hiring replacement vehicle, penalty of Rs.500/- per day per vehicle shall be levied if any vehicle fails to report for duty in

accordance with above terms and conditions.

19. If the specified limit of 2000 km./month remains unutilized in a month, the same shall be carried forward to the next months and the service provider would not have any claim beyond the contract price unless the limit is exceeded in three months consecutively, in which case the service provider would be entitled to receive payment on the exceeding km on a pro rata basis on the contract price.
20. The contract for the vehicle shall be valid from 20.12.2019 to 19.12.2020, subject to clause/ (s) of terms & conditions.
21. The Department shall have the right to deploy its own driver even for the vehicle for which bids have been accepted 'with driver'. In such a case, the rate shall be reduced by an amount as stated for each station towards the charges for the driver.
22. In case of any dispute, issue relating to the tender or the contract agreement, it shall be referred to be the Joint Commissioner (Admn), CGST & Central Excise Commissionerate, Ludhiana whose decision shall be final, conclusive and binding.
23. Disputes arising out of the contract shall be subject to the jurisdiction of Courts of Punjab at Ludhiana.
24. The terms of tender can be extended on mutual agreement of both the parties.

We agree to the above terms and conditions.

Signature with Date

Name of the Firm

Seal

TECHNICAL BID

TECHNICAL/QUALIFYING BID FORM FOR TENDER of hiring of vehicles
by the Office of the Assistant Commissioner, CGST Division, Moga,

1.	Name of the Bidder:	
2.	Address:	
3.	Mobile No. of the Bidder:	
4.	PAN No. :	
5.	GST No.	
6.	Details of the vehicles offered (Details of each vehicle offered are to be filled in the Table given)	Attached
	Whether the vehicles offered are as per the specifications mentioned in the Schedule to the Notice Inviting Tender	Yes/No {Please Tick one}
7.	Details of the Earnest Money Deposit: -	
	(i)Name of the Bank:	
	(ii) D. D. No. & Date:	
	(iii) Amount:	
9.	Whether self attested copy of RC Book uploaded	Yes/No {Please Tick one}
10.	Whether Affidavit in format in Annexure V attached?	Yes/No {Please Tick one}
11.	Whether Undertaking in format in Annexure VI attached?	Yes/No {Please Tick one}

TABLE

Sl. No.	Station	Vehicle required by the Department	Vehicle offered including the model by the bidder (pl. specify the vehicle from only amongst those required)

1.	Moga	Small size vehicle (Honda City / Maruti Ciaz etc.)	
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It is certified that all terms and conditions stipulated in the Tender document have been read and understood and are acceptable to me.

Date:

Name and Signature of bidder

ANNEXURE-III

FINANCIAL/PRICE BID DOCUMENT

<u>PRICE SCHEDULE</u>					
This template must not be modified/ replaced by the bidder and the same should be uploaded after filling relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only					
Sl. No.	Station	Vehicle required by the Department	Vehicle offered by the bidder including the model (pl. specify the vehicle from only amongst those required by the Department)	No. of vehicles offered	Rate per month for the vehicle offered (Rs.)
1.	Moga	Small size vehicle (Honda City / Maruti Ciaz Etc.)			

Signature with date

Name of the Firm
Seal

ANNEXURE - IV

AFFIDAVIT

That I,aged about years,
son of Shri
resident of.....

do hereby solemnly affirm and state as under: -

That I am the proprietor/partner of M/s

.....
.....

2. That, I have neither been convicted of any crime nor any cognizance has been taken against me by any Court of Law for any crime till date.

3. That my Agency /firm has not been blacklisted or debarred from participating in any tender by any Central/State Government Department or Central or State Government undertaking.

4. The above statement is true to the best of my knowledge and belief.

Witness

Deponent

1.

2.

(All details have to be filled and signed copy has to be scanned and uploaded online as part of Technical Bid)

ANNEXURE-V

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To

The Assistant Commissioner,
CGST Division,
Moga

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s)namely:

as per your advertisement given in the above mentioned website(s).

2. I/ We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization to have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information

is found to be incorrect/ untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

Annexure- VI

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal(URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective. My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF /XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, etc) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents- area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the EMO as applicable and enter details of the instrument.
4. Bidder should prepare the EMO as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last

date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid. Submission" in the portal), the portal will give a successful bid submission message.
10. Summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
11. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk