

Notice for inviting Tender for hiring of vehicle for the Year 2014 - 15

Sealed tenders are invited from reputed taxi /tour operator / service providers / Agency / firm / Central OR State Government / Central OR State Government undertakings for hiring of one vehicle namely Scorpio / Innova /Xylo/Tavera/Safari /Quanto [Non-AC], preferably white in colours, for 20/25 days upto 2,000 kms in a month not older than 2012 model, on monthly basis for use by the office of the Assistant Commissioner, Central Excise and Service Tax Division, Patna II. Interested parties are to submit their bids for the vehicle as two bids system i.e. Technical Bid and Financial bid.

The detailed Tender documents can be downloaded from the departmental website www.cbec.gov.in or www.cexpatna.bih.nic.in. The last date for submission of the bids is **29.12.2014 at 14:00 hrs**. The technical bids will be opened by a committee in presence of all bidders, if they appear, in the conference hall of Central Revenue Building (Annexe) **on 29.12.2014 at 16:00 hrs**. The department reserves the right to reject any or all the bids without assigning any reason.

**Assistant Commissioner
Central Excise and Service Tax Division
Patna II**

C. No. I (22) 19 - GL/2014/

Date: .12.2014

Copy for information & necessary action to: -

1. The Superintendent (DMC), Central Excise and Service Tax (H), Patna. He is requested to publish the above Tender Notice on the departmental Website.
2. The local editor / Advertiser, Hindustan / Prabhat Khabar (in Hindi edition) for publishing the above Tender Notice in Patna Edition only **by 18.12.2014**.
3. Notice Board.

Sd/-
**Assistant Commissioner
Central Excise and Service Tax Division
Patna II**

TENDER DOCUMENT

The office of the Assistant Commissioner, Central Excise and Service Tax Division, Patna II invites sealed offer / bid from reputed Taxi / Tour operators / Agency for hiring of one vehicle Scorpio / Innova /Xylo/Tavera/Safari /Quanto [Non-AC], preferably white in colours, for 20/25 days upto 2,000 kms in a month not older than 2012 model on monthly basis for using as staff car and operational vehicle for Central Excise and Service Tax Division, Patna II for the period upto 31.03.2015 which may be further considered for extension by competent authority.

1. Tender Process and submission of Tender documents: -

- (i) The bid / tender will consist of two parts – Technical bid and Financial bid. Each of the bid are to be placed in two separate sealed envelopes (clearly super scribing “Technical bid” and “Financial bid”) which in turn are to be placed in one sealed cover clearly super scribing “Tender for Hiring of Vehicle. The name of the Agency / firm must be mentioned on envelopes. The bid of all parties whose Price Bid is not in a separate sealed cover or the rates quoted them finds mention in their Technical Bid shall be rejected forthwith. All information sought under “Terms and conditions” and “other information to be supplied” is to be given in Technical Bid while the price quoted by them will be mentioned only in the Financial Bid.
- (ii) The offers / bids received incomplete and / or filed after the due date shall be summarily rejected.
- (iii) The Technical Bids shall be opened on **29.12.2014 at 16:00 hrs** in the presence of bidder or their authorized representative with authority letter, if they appear.
- (iv) The financial bids of only those parties shall be opened whose Technical Bids are found to be eligible.
- (v) The department reserves the right to accept or reject any or all tenders without assigning any reason. In case of any dispute of any kind and in respect of whatsoever, the decision of the Assistant Commissioner, Central Excise and Service Tax Division, Patna II will be final and binding.
- (vi) The tender documents must be received latest by **29.12.2014 at 14:00 hrs**. The documents received after due date & time due to any reason even postal delay shall not be accepted.

2. Authenticity of the tender document: -

- (i) Every page of tender document alongwith enclosures must be signed by the bidder.

3. Cost of Tender Document: -

- (i) The tender documents containing Terms and conditions alongwith prescribed proforma / format for furnishing required information / details can be obtained from the Administrative Officer, Central Excise (H), Patna on any working day from 19.12.2014 at 09:30 hrs. to **26.12.2014** at 17:00 hrs on payment of Rs 200/- (Rs. Two Hundred only) (non-refundable) in cash.
- (ii) The tender documents may also be downloaded from the website www.cbec.gov.in or www.cexpatna.bih.nic.in. The downloaded tender documents must be accompanied with Rs. 200/- (Rs. Two Hundred only) in cash failing which tender / bid / offer shall be summarily rejected.

4. Earnest Money: -

- (i) Tender documents must be accompanied with non-interest bearing Earnest Money for each vehicle separately of Rs. 5,000/- (Rs. Five Thousand only) in shape of Demand Draft in favour of the Chief Accounts Officer, Central Excise and Service Tax, Patna failing which tender will not be considered for opening of Financial Bid.
- (ii) Cheques will not be accepted.
- (iii) No earnest money will be accepted after the due date and time of submission of tender document.
- (iv) Earnest money deposited with other Tender will not be adjustable with this Tender.
- (v) No bank commission or interest will be paid on the Earnest Money.
- (vi) If a bidder withdraws its offer after opening of Technical Bid or Financial Bid before award of tender to other valid tenderer, the earnest money deposited by them will be forfeited.
- (vii) If a successful bidder fails to execute an Agreement within specified time as per intimation / request of the CEST, Division Patna II, the earnest money will be forfeited.
- (viii) Central / State Government and Central / State Government Undertakings are exempted from deposit of Earnest Money.

5. Refund of Earnest Money: -

- (i) Earnest money deposited by the unsuccessful bidder will be refunded to bidder at the earliest after finalization of the tender.

6. Rates: -

- (i) Rate / bid / offer must be without any condition, assumption, qualification, reservation or variation. Rate / bid / offer must be mentioned in prescribed proforma in figures and in words in respect of each vehicle separately. In case of any discrepancy, rates quoted in words will prevail. Conditional tender offer or offer at variance from prescribed specification would be ineligible to compete for the tender. Prices and price components shall be firm and shall not be subject to any price variation or adjustment on account of any price escalations throughout the execution of the contract.

- (ii) The bidder shall quote their rate exclusive of Service Tax, which will be paid extra by Central Excise and Service Tax Division, Patna II on actual basis based on documentary evidence about payment of service tax by the successful bidder.
- (iii) In case the vehicle run more than 2000 kms in a month (20/25 days) then a copy of log book for the month signed by the vendor will have to be submitted along with the bill. Payment for the excess kilometers shall be made as per tendered rate per km. for 500 kms for the specified vehicle.
- (iv) Contracted hire charges include all charges, viz. charges of driver, repairs and parking, maintenance of vehicle, insurance, all taxes as per Motor Vehicle Act / State Government / Central Government, petrol / diesel, oil and also any other incidental expenses in running and maintenance of vehicle and penalty / fine etc.
- (v) The lowest tender will be arrived based on sum of the quoted rate for 20/25 days in the month upto 2000 kms and rate per km beyond 2000 kms restricted to 500 kms per month for the vehicle. The tender getting lowest consolidated rate will be declared as successful bidder.

7. Subletting of Contract: -

- (i) The successful bidder shall not be allowed to sublet / subcontract the contract to any other contractor.

8. Contract period: -

- (i) The contract shall be in force for a period upto 31.03.2015 from the date of execution of the contract in respect of each vehicle separately.
- (ii) The Assistant Commissioner, Central Excise and Service Tax Division, Patna II reserves the right to extend or reduce the period of time. The Assistant Commissioner, Central Excise and Service Tax Division, Patna II can terminate the contract in case of poor performance after giving one month advance notice. The department will have the right to terminate the contract of successful bidder and allot the same to any other willing valid bidder in case of unsatisfactory performance of the successful bidder. The contract can also be terminated prematurely in case of introduction of change of system of the instant tender.

9. Prescribed format / proforma: -

- (i) Annexure – A and Annexure – B are to be duly filled for the vehicle being offered. A complete copy of RC Book in respect of the vehicle indicating date of manufacturer and commercial registration is to be submitted with Annexure – A failing which bid will be disqualified / rejected. In case, the bidder wants to give new vehicle after award of Contract the clause of submission of RC Book will not be applicable.
- (ii) An affidavit in prescribed proforma i.e. Annexure – C regarding non-blacklisting or non-convicting by any court of law is to be submitted.

- (iii) The successful bidder has to submit a bank guarantee in prescribed proforma i.e. Annexure – D before execution of the contract/agreement.

10. Capabilities, specification & formalities for Driver: -

- (i) The bidders must ensure that the drivers employed have valid driving license and clean driving record.
- (ii) The drivers of the vehicle provided must follow traffic rules and all other regulations prescribed by the Government from time to time.
- (iii) The drivers shall observe all the etiquette and protocol while performing the duty and shall be neatly dressed.
- (iv) The drivers should have minimum 5 years of experience of driving. They should have valid driving license for driving passenger vehicles on hire.
- (v) The drivers should be well versed with the roads and the places in Bihar and should have experience in city/urban driving as well as rural driving.
- (vi) 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 before 24 hours such change is effected.
- (vii) The driver should be provided with a good working mobile phone which should not in switch off mode at any point of time.
- (viii) The driver should be decent and well behaved and should not have any criminal/adverse police record against him and he should not have any past history of accidents.
- (ix) The driver should not be addicted.
- (x) The driver should be ready / prepared for outstation journeys at short notice.

11. Billing and Payment: -

- (i) The billing will be done on monthly basis. The monthly bills, in duplicate, shall be submitted to the concerned vehicle in-charge within 1ST week of every subsequent month.
- (ii) The department will not make any advance payment.

12. Validity of the offer / bid: -

- (i) The offer / bid of the bidder will be valid for at least six months from the date of opening of Technical bid.

13. Agreement: -

- (i) The successful bidder will have to execute a contract agreement as per Annexure - E with the department and the validity of contract agreement will be for a period upto 31.03.2015

14. Penalty: -

- (i) A penalty of Rs. 1,000/- only per vehicle will be levied if any vehicle or driver or agency / firm fail to meet effective terms and conditions on any day.

15. Terms and conditions: -

- (i) The vehicle will be used for office as staff car and operational vehicle upto 20/25 days upto 2000 kms in a month.
- (ii) The vehicle will be deemed to be at the disposal of Central Excise and Service Tax Division, Patna II during the period of operational use and contractor shall have to make available the vehicle on all the days of a month, seven days a week.
- (iii) The vehicles must be available at any time of any day as desired by the department. Also, in case of breakdown of any vehicle, substitute vehicle shall be provided in time failing which the department shall have the right to hire a vehicle from the market and cost incurred to this will be borne by the firm.
- (iv) The liabilities of the official of this office will be limited to the hiring charges agreed in the contract.
- (v) The responsibility for the safety and security of the vehicles provided to department solely lies with the contractor. It is also the contractor's absolute responsibility to take care of any damage / repairs caused to the vehicle during the validity of the contract.
- (vi) The vehicle should fulfill the legal obligations prescribed by the State Transport Authority like payment of road tax, etc. All requirements under various statutory laws must be complied with. Any default will be liability of the contractor and this department shall not be liable in any matter whatsoever. In case of any accident or any other contingency, any claim arising out of it shall be borne by the contractor only and no claim whatsoever shall be borne by the department.
- (vii) Insurance of the vehicles and the risk of passenger travelling in the vehicles should be covered by the contractor to the extent of liability as specified in the Motor Vehicle Act & Rules made there-under or any other law in force.
- (viii) Vehicle must be kept clean, odor free, in excellent condition, mechanically fit, suitable for official use and should not be more than 2 years old on the date of the tender notice.
- (ix) The firm / agency should not be blacklisted from any Central Government / State Government / Central and State undertakings and / or convicted by a Court of Law. An affidavit regarding non-blacklisting of the firm should be attached as proof. In absence of proof the tender/bid will be rejected.

17. Jurisdiction of the Court: -

- (i) In case of any dispute of any kind and in respect of whatsoever arising out of tender / contract, the decision of the Hon'ble Courts at Patna will be final and binding.

Sd/-
Assistant Commissioner
Central Excise and Service Tax Division
Patna II

Annexure - A
(Technical bid for the Vehicle for kms)

1.	Name of bidder:		
2.	Address:		
3.	Mobile no. of Bidder:		
4.	PAN No. (enclose self attested copy of proof):		
5.	Service Tax Registration no. (enclose self attested copy of proof):		
6.	Name of the Vehicle:		
7.	Details of the Earnest Money:-		
	(i) Name of the Bank:		
	(ii) B. D. No. & Date:		
	(iii) Amount:		
	(iv) In case of Exemption (supporting documents enclosed):		
8	Whether providing new vehicle		
9.*	Model and year of manufacture of Vehicle	Vehicle model	Year of manufacture
10.*	RC Book No. for each vehicle (enclose self attested copy of proof)		
11.*	Kms run by the vehicle upto date of filing of tender		
12.	Whether blacklisted by any Central / state Government or Central / State Government under takings? If blacklisted, indicate details.(submit the affidavit about non-blacklisting in prescribed format)		
13.	Whether convicted any court of law? If convicted, indicate details and enclosed a self attested copy of the court's order.		

* Not applicable for the bidder who wants to give a new vehicle if the contract is awarded to him.

It is certified that all terms and conditions stipulated in the tender document is acceptable.

Date:

**Name and Signature
of bidder with seal**

Annexure - B
(Financial bid for the vehicle for kms.)

1. Name of Bidder :
2. Address:
3. Telephone / Mobile No.:
4. Rates:

Vehicle name / model	Rate for 20/25 days in a month upto 2000 kms	Rate per km beyond 2000 kms.	Total
	1	2	$3 = 1 + 2 \times 500$

Date:

Name and Designation
Signature alongwith stamp

Annexure - C

The notary (public)
Civil Court,

I..... aged about , son of
..... resident of Moh/village..... P.S.
..... Distt..... do hereby solemnly affirm state as
follows:

1. That I am the proprietor of M/s
2. That my Agency / firm / Central or State Government / Central or State government undertakings has been allowed to participate in the tender dated..... of Central Excise and Service Tax Division, Patna II for hiring of vehicle.
3. That, I have neither been convicted nor any cognizance has been taken against by any Court of Law till date.
4. That my Agency / firm / Central or State Government / Central or State government undertakings has not been blacklisted from any Central / State Government Department and Central or State government undertakings.

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

Witness

Deponent

1.

.....

Annexure - E

----- Space for Stamp -----

**Hired Vehicle Contract Agreement between The Assistant Commissioner, Central
Excise and Service Tax Division, Patna II, Office of the Commissioner,
Central Excise and Service Tax, Patna (Bihar)**

AND

M/s
.....
.....

A. Preamble:

This agreement is made on (..... day of, 2015) between the office of the Assistant Commissioner, Central Excise and Service Tax, Division Patna II (Bihar) of the one part and M/s having address , of the other another part (which expression shall unless excluded by or repugnant to the context by deemed to include his in office or assigned of the other part).

B. Whereas:

Office of the Assistant Commissioner, Central Excise and Service Tax Division, Patna II (Bihar) has issued letter award to M/s for providing one hired vehicle(vehicle name) on monthly basis as per term and conditions stipulated in tender documents and elaborated in clause 'D' below.

C. Contract:

M/s agrees to provide hired vehicles (As in clause 'B' above) on the charges valid as mentioned as below:

1. **Charges:** One (vehicle name) @ Rs./- (excluding Service Tax) per month for run up to kms per month and @ Rs./- per km above kms in a month.
2. **Validity of the Contract agreement:** The validity of the contract agreement will be for the period from to

D. Terms and Condition for hiring of the vehicle:

1. Subletting of Contract: -

- (i) The successful bidder shall not be allowed to sublet / subcontract the contract to any other contractor.

2. Contract period: -

- (i) The contract shall be in force for a period upto 31.03.2015 from the date of execution of the contract.
- (ii) The Assistant Commissioner, Central Excise and Service Tax Division, Patna II reserves the right to extend or reduce the period of time. The department can terminate the contract in case of poor performance after giving one month advance notice. The department will have the right to terminate the contract of successful bidder and allot the same to any other willing valid bidder in case of unsatisfactory performance of the successful bidder. The contract can also be terminated prematurely in case of introduction of change of system of the instant tender.

3. Capabilities, specification & formalities for Driver: -

- (i) The bidders must ensure that the drivers employed have valid driving license and clean driving record.
- (ii) The drivers of the vehicle provided must follow traffic rules and all other regulations prescribed by the Government from time to time.
- (iii) The drivers shall observe all the etiquette and protocol while performing the duty and shall be neatly dressed.

- (iv) The drivers should have minimum 5 years of experience of driving. They should have valid driving license for driving passenger vehicles on hire.
- (v) The drivers should be well versed with the roads and the places in Bihar and should have experience in city/urban driving as well as rural driving.
- (vi) 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 before 24 hours such change is effected.
- (vii) The driver should be provided with a good working mobile phone which should not in switch off mode at any point of time.
- (viii) The driver should be decent and well behaved and should not have any criminal/adverse police record against him and he should not have any past history of accidents.
- (ix) The driver should not be addicted.
- (x) The driver should be ready / prepared for outstation journeys at short notice.

4. Billing and Payment: -

- (i) The billing will be done on monthly basis. The monthly bills, in duplicate, shall be submitted to the concerned vehicle in-charge within 1ST week of every subsequent month.
- (ii) The department will not make any advance payment.

5. Penalty: -

- (i) A penalty of Rs. 1,000/- only per vehicle will be levied if any vehicle or driver or agency / firm fail to meet effective terms and conditions on any day.

6. Other Terms and conditions: -

- (i) The vehicles will be used for office as staff car and operational vehicle upto 20/25 days upto 2000 kms in a month respectively.
- (ii) The vehicles will be deemed to be at the disposal of Central Excise and Service Tax Division, Patna II during the period of operational use and contractor shall have to make available the vehicle on all the days of a month, seven days a week.
- (iii) The vehicles must be available at any time of any day as desired by the department. Also, in case of breakdown of any vehicle, substitute vehicle shall be provided in time failing which the department shall have the right to hire a vehicle from the market and cost incurred to this will be borne by the firm.

- (iv) The liabilities of the official of this office will be limited to the hiring charges agreed in the contract.
- (v) The responsibility for the safety and security of the vehicles provided to department solely lies with the contractor. It is also the contractor's absolute responsibility to take care of any damage / repairs caused to the vehicle during the validity of the contract.
- (vi) The vehicle should fulfill the legal obligations prescribed by the State Transport Authority like payment of road tax, etc. All requirements under various statutory laws must be complied with. Any default will be liability of the contractor and this department shall not be liable in any matter whatsoever. In case of any accident or any other contingency, any claim arising out of it shall be borne by the contractor only and no claim whatsoever shall be borne by the Assistant Commissioner, Central Excise and Service Tax Division, Patna II
- (vii) Insurance of the vehicles and the risk of passenger travelling in the vehicles should be covered by the contractor to the extent of liability as specified in the Motor Vehicle Act & Rules made there-under or any other law in force.
- (viii) Vehicle must be kept clean, odor free, in excellent condition, mechanically fit, suitable for official use and should not be more than 2 years old on the date of the tender notice.
- (ix) The firm / agency should not be blacklisted from any Central Government / State Government / Central and State undertakings and / or convicted by a Court of Law. An affidavit regarding non-blacklisting of the firm should be attached as proof. In absence of proof the tender/bid will be rejected.

7. Jurisdiction of the Court: -

- (i) In case of any dispute of any kind and in respect of whatsoever arising out of tender / contract, the decision of the Hon'ble Courts at Patna will be final and binding.

In respect of any Terms and Conditions, if anything is missing, the provisions of tender documents will prevail.

E. Applicable Law:

The contract shall be interpreted in accordance with the Indian Laws.

F. Notice:

Any notice by one party to other pursuant to the contract shall be sent in writing or by telegram or telex / cable / fax and confirmed in writing to the address specified for that purpose in the contract.

A notice shall be effective when delivered or on the notices effective date, whichever is earlier.

For and on behalf of
Office of the Assistant Commissioner
Central Excise and Service Tax Division
Patna II (Bihar)

(Signature)

1. Witness

Signature:

1. Witness

Signature:

For and on behalf of
M/s.....
.....

(Signature)

Mr.

.....

.....

1. Witness

Signature:

1. Witness

Signature:

