



**GOVERNMENT OF INDIA**  
**OFFICE OF THE PRINCIPAL COMMISSIONER CENTRAL EXCISE & SERVICE TAX,**  
**PATNA**  
**3<sup>RD</sup> FLOOR, C. R. BUILDING ANNEXE, BIRCHAND PATEL PATH, PATNA - 01**  
**Notice for inviting Tender for hiring of vehicle**

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 two vehicles with driver namely Honda city/Innova/Amaze/ Scorpio for 20/25 days upto 2,000 kms in a month not older than 2014 model, on monthly basis for use by the office of the Principal Commissioner, Central Excise and Service Tax, Ranchi Zone, Patna. Interested parties are to submit their tender in two bids system i.e. Technical Bid and Financial bid are to be submitted separately in sealed envelopes. Sealed envelope for Technical bid should be superscribed as "Technical bid for hiring of vehicle" and Financial bid should be superscribed as "Financial bid for hiring of vehicle".

The detailed Tender documents can be downloaded from the departmental website [www.cbec.gov.in](http://www.cbec.gov.in), [www.cexpatna.bih.nic.in](http://www.cexpatna.bih.nic.in) and [www.cexranchizone.bih.nic.in](http://www.cexranchizone.bih.nic.in). The last date for submission of the bids is **29.02.2016 at 17:00 hrs.** The technical bids will be opened by a committee in presence of all available bidders, in the conference hall of Central Revenue Building (Annexe) **on 01.03.2016 at 11:00 hrs.** The bidders are advised to remain present in the tender opening process. The department reserved the right to reject any or all the bids without assigning any reason. Tender submitted beyond stipulated date & time will be summarily rejected.

**Joint Commissioner (Admn.)**  
**Central Excise and Service Tax :: Patna**

**C. No. I (22) 28 - GL/Hired Vehicle/2015/**

**Date: .02.2016**

**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 [www.cbec.gov.in](http://www.cbec.gov.in), [www.cexpatna.bih.nic.in](http://www.cexpatna.bih.nic.in) and [www.cexranchizone.bih.nic.in](http://www.cexranchizone.bih.nic.in).
2. The local editor / Advertiser, Hindustan / Prabhat Khabar (in Hindi edition) for publishing the above Tender Notice in Patna Edition only **by 07.02.2016.**
3. Notice Board.

**Joint Commissioner (Admn.)**  
**Central Excise and Service Tax :: Patna**



**GOVERNMENT OF INDIA**  
**OFFICE OF THE PRINCIPAL COMMISSIONER CENTRAL EXCISE & SERVICE TAX,**  
**PATNA**  
**3<sup>RD</sup> FLOOR, C. R. BUILDING ANNEXE, BIRCHAND PATEL PATH, PATNA - 01**

## **Tender Documents / fufonk nLRkkost**

The office of the Principal Commissioner, Central Excise and Service Tax, Patna invites sealed offer / bid from reputed Taxi / Tour operators / Agency for hiring of two vehicles alongwith driver namely Honda city/Innova/Amaze/ Scorpio for 20/25 days upto 2,000 kms in a month not older than 2014 model on monthly basis for using as operational vehicle for Central Excise and Service Tax Hqrs., Patna for the period of two years 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 superscribing “Technical bid” and “Financial bid”) which in turn are to be placed in one sealed cover clearly superscribing “Tender for Hiring of Vehicle 1” and “Tender for Hiring of Vehicle 2”. 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 by them found 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 **01.03.2016 at 11:00 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 Additional/Joint Commissioner (Admn./P&V), Central Excise and Service Tax, Patna will be final and binding.
- (vi) The tender documents must be received latest by **26.02.2016 at 17:00 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 08.02.2016 at 09:30 hrs. to 26.02.2016 at 17:00 hrs on payment of Rs 200/- (Rs. Two Hundred only) (non-refundable) in cash separately for each vehicle.
- (ii) The tender documents may also be downloaded from the website [www.cbec.gov.in](http://www.cbec.gov.in), [www.cexpatna.bih.nic.in](http://www.cexpatna.bih.nic.in) and [www.cexranchizone.bih.nic.in](http://www.cexranchizone.bih.nic.in). The downloaded tender documents must be accompanied with Demand Draft of Rs. 200/- (Rs. Two Hundred only) separately for each vehicle in favour of the Assistant Chief Accounts Officer, Central Excise and Service Tax, Patna payable at Patna 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 Assistant 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 deposit requisite amount towards the Performance Security within specified time as per intimation / request of CEST, Patna, the earnest money will be forfeited.
- (viii) If a successful bidder fails to execute an Agreement within specified time as per intimation / request of the CEST, Patna, the earnest money will be forfeited.
- (ix) Central / State Government and Central / State Government Undertakings are exempted from deposit of Earnest Money.

**5. Performance Security: -**

- (i) The successful tenderer will be wholly and solely responsible for any damage/levy/claim will be liable to pay the said damage/levy/claim. In this context, separately for each vehicle, the successful bidder will deposit Rs. 30,000/- (Rs. Thirty Thousand Only) as performance security which is non-interest bearing in the shape of Bank Draft / Bank Guarantee issued by a Nationalized Bank only drawn in favour of the Assistant Chief Accounts Officer, Central Excise and Service Tax, Patna payable at Patna.

**6. Refund of Earnest Money and Performance Security: -**

- (i) Earnest money deposited by the unsuccessful bidder will be refunded to bidder at the earliest after finalization of the tender. Earnest money will be refunded to the successful bidder on receipt of Performance Security.
- (ii) Further, the Performance Security will be refunded / returned to the successful bidder after successful completion of the Contract Agreement and settlement of accounts within three months of completion of contractual period.
- (iii) The Performance Security will be forfeited in case of unsatisfactory performance of the successful bidder. The decision of the Joint Commissioner (P&V/Admn), Central Excise and Service Tax, Patna on this account will be final and binding on successful bidder.

**7. 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 figure and in words. 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, Patna 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.
- (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. The tender getting lowest consolidated rate will be declared as successful bidder.

**8. Subletting of Contract: -**

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

**9. Contract period: -**

- (i) The contract shall be in force for a period of 2 (two) years from the date of execution of the contract in respect of each vehicle separately.
- (ii) CEST, Patna reserves the right to extend or reduce the period of time. CEST, Patna 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.

**10. Prescribed format / proforma: -**

- (i) Annexure – A and Annexure – B are to be duly filled for vehicle being offered. A complete copy of RC Book in respect of each 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 duly submitted in respect of each vehicle separately.
- (iii) The successful bidder has to submit a bank guarantee in prescribed proforma i.e. Annexure – D before execution of the contract/agreement in respect of each vehicle separately.

**11. 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 be 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, for which no additional cost will be borne by the Department.

**12. 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 1<sup>ST</sup> week of every subsequent month. Non-submission of the bill beyond 1<sup>ST</sup> week of every month without justification would not be entertained and it would be presumed that bidder has no claim for payment.
- (ii) The department will not make any advance payment.

**13. 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.

**14. 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 of 2 (two) years.

**15. 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.
- (ii) In case of any breakdown/non supply of the contracted vehicle or its substitute on any day/period, Department can hire a vehicle/vehicles from the market and the additional cost incurred will be borne by the agency/firm.

**16. Other terms and conditions: -**

- (i) On awarding of the contract, the agency/firm has to make the vehicle for inspection by the Tender Committee. This clause will be relaxed in case the bidder agency/firm wants to provide new vehicle after award of the contract.

- (ii) No revision in the rate will be entertained during the contract period.
- (iii) Any matter, not specifically covered by this agreement, shall be decided by the Principal Commissioner of Central Excise & Service Tax, Patna and shall be final & binding.
- (iv) The vehicles will be used for office as staff car and operational vehicle upto 20/25 days upto 2000 kms in a month respectively.
- (v) The vehicle will be deemed to be at the disposal of CEST, Patna 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.
- (vi) 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.
- (vii) The responsibility for the safety and security of the vehicle 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.
- (viii) The vehicles 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 CEST, Patna.
- (ix) Insurance of the vehicle and the risk of passenger travelling in the vehicle 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.
- (x) Vehicles 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.
- (xi) 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.

**Joint Commissioner (Admn.)  
Central Excise and Service Tax :: Patna**

**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.*	Model and year of manufacture of Vehicle	Vehicle model	Year of manufacture
9. *	RC Book No. for each vehicle (enclose self attested copy of proof )		
10. *	Kms run by the vehicle upto date of filing of tender		
11.	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)		
12.	Whether convicted by 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.	
	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 Hqrs, Patna for hiring of vehicle.
3. That, I have neither been convicted nor any cognizance has been taken against me or my agency/firm by any Court of Law till date.
4. That my Agency / firm 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 my knowledge and belief.

**Witness**

**Deponent**

1. ....

.....

**Annexure – D**  
**Proforma of bank guarantee for performance security**  
**(To be stamped in accordance with stamp Act)**

Ref. No.

Date:

Bank Guarantee no.

Date:

To  
The Jointl Commissioner (Admn.)  
Central Excise and Service Tax  
Patna

Dear Sir,

In consideration of Office of the Principal Commissioner, Central Excise and Service Tax, Patna (hereinafter referred to as the “owner”, which expression shall unless repugnant to the contest or meaning there of include its successors, administrators and assigns) having awarded the contract for hiring of one/two vehicle .....(specification) to M/s .....with its registered office at ..... (hereinafter referred to as “contractor” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), by letter of Award no..... dated ..... and the same having been acknowledged by the “contractor” resulting in a contract to be executed for which the contractor having agreed to provide a contract performance guarantee for the faithful performance of the entire contract amounting to Rs..... (Rs.....) only.

We ..... (name and address of bank), having its head office at (hereinafter referred to as the ‘bank’ which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the owner, on demand any or all monies payable by the contractor to the extent of Rs..... (Rs.....) only.

Only as aforesaid, at any time up to .....(days/month/year) without any demur, reservation, contest, recourse or protest and / or without any reference to the contractor.

Any such demand made by the owner on the bank shall be conclusive and binding notwithstanding any difference between the owner and the contractor or any dispute pending before any court, tribunal, arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the bank under the guarantee from time to time to extend the time for performance or the contract by the contractor. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the owner and the contractor or any other course or remedy or security available to the owner. The bank shall not be

released to its obligation under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the owner or any other indulgences shown by the owner or by any other matter or thing whatsoever which under law would, but for this provisions have the effect of relieving the bank.

The bank also agrees that the owner at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the contractor and not withstanding any security or other guarantee the owner may have in relation to the contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to ..... and it shall remain in force up to and including..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ..... on whose behalf this guarantee has been given.

Dated this ..... Day of ..... 2016 at .....

**Witness:**

.....  
(signature)

.....  
(signature)

.....  
(name)

.....  
(name)

.....  
(official address)

.....  
(official address)

Attorney as per power of Attorney no..... date.....

\* \* \* \* \*

**Annexure - E**

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

**Hired Vehicle Contract Agreement between the Additional/Joint Commissioner  
(Admn.), Central Excise and Service Tax, Patna, Office of the Principal  
Commissioner, Central Excise and Service Tax, Patna (Bihar)**

**AND**

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

**A. Preamble:**

This agreement is made on ..... (..... day of ....., 2016) between the Joint Commissioner[Admn.], Central Excise and Service Tax, Patna (Bihar) on behalf of the President of India 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 Principal Commissioner, Central Excise and Service Tax, Patna (Bihar) has issued letter award to M/s ..... for providing one hired vehicle .....(name of vehicle) 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 two (2) years i.e. from ..... to .....

**D. Terms and Condition for hiring of the vehicle:**

**1. Performance Security: -**

- (i) The successful tenderer will be wholly and solely responsible for any damage/levy/claim will be liable to pay the said damage/levy/claim. In this context, the successful bidder will deposit Rs. 30,000/- (Rs. Thirty Thousand Only) as performance security which is non-interest bearing in the shape of Bank Draft / Bank Guarantee issued by a Nationalized Bank only drawn in favour of the Chief Accounts Officer, Central Excise and Service Tax, Patna payable at Patna in respect of each vehicle separately.

**2. Subletting of Contract: -**

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

**3. Contract period: -**

- (i) The contract shall be in force for a period of 2 (two) years from the date of execution of the contract in respect of each vehicle separately.
- (ii) The Department 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.

**4. 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, for which no additional cost will be borne by the Department.

**5. 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 1<sup>ST</sup> week of every subsequent month. Non-submission of the bill beyond 1<sup>ST</sup> week of every month without justification would not be entertained and it would be presumed that bidder has no claim for payment.
- (ii) The department will not make any advance payment.

**6. 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.
- (ii) In case of any breakdown/non supply of the contracted vehicle or its substitute on any day/period, Department can hire a vehicle from the market and the additional cost incurred will be borne by the agency/firm.

**7. Other Terms and conditions: -**

- (i) No revision in the rate will be entertained during the contract period.
- (ii) Any matter, not specifically covered by this agreement, shall be decided by the Principal Commissioner of Central Excise & Service Tax, Patna and shall be final & binding.
- (iii) The vehicle will be used for office as operational vehicle upto 20/25 days upto 2000 kms in a month respectively.

- (iv) The vehicle will be deemed to be at the disposal of CEST, Patna 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 as desired by the department.
- (v) The vehicle 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.
- (vi) The liabilities of the official of this office will be limited to the hiring charges agreed in the contract.
- (vii) 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.
- (viii) 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 CEST, Patna.
- (ix) 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.
- (x) 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.
- (xi) 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.

**8. 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**  
President of India

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

(Signature)

(Signature)

Mr. ....

.....

.....

1. Witness

1. Witness

Signature:

Signature:

1. Witness

1. Witness

Signature:

Signature:

