



**OFFICE OF THE PRINCIPAL COMMISSIONER OF GST AND
CENTRAL EXCISE
CHENNAI NORTH COMMISSIONERATE**

No. 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai-600034

NOTICE INVITING e-TENDER FOR 'HIRING OF VEHICLES'

The office of the Principal Commissioner of GST and Central Excise, Chennai North Commissionerate, Chennai-34 invites e-tender quotations from reputed service providers engaged in Tour & Travels Agencies for Hiring of vehicles on monthly basis for using as staff car and operational vehicles for Office of the Principal Commissioner of GST and Central Excise, Chennai North Commissionerate and Office of ADG, DGGST for the period of one year from the date specified as per agreement. The rates are to be quoted per month basis and monthly payment would not be over and above the rates quoted.

1. Document Download:

Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in TIME SCHEDULE as under by the bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

TIME SCHEDULE OF TENDER

Sl.No	Particulars	Date	Time
1	Tender e-publish date	07.11.2017	11:30 hrs
2	Document download start date	07.11.2017	11:45 hrs
3	Start date for seeking clarification (on-line)	10.11.2017	10:00 hrs
4	Last date for seeking clarification (on-line)	17.11.2017	18:00 hrs
5	Bid submission start date	10.11.2017	10:00 hrs
6	Bid submission last date	28.11.2017	11:00 hrs
7	Tender opening date (Qualifying Bid)	29.11.2017	11:00 hrs

2. Bid Submission:

- i. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractor are advised to follow the instructions “Instructions to Bidder for Online Bid Submission” provided in the **Annexure- F** for online submission of bid.
- ii. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iii. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall **not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with this Office.
- iv. Intending tenderers are **advised to visit again CPPP website** <https://eprocure.gov.in/eprocure/app> **regularly till closing date of submission** of tender for any corrigendum / addendum/ amendment.
- v. The rates shall be quoted in Indian Rupees only.

The Details of the Vehicles to be hired are as under:

Sl. No	Type of Vehicle	No. of Vehicles required	Usage
CATEGORY - A			
1)	Mid-sized vehicle — for staff cars (a) Honda City & Maruti Ciaz (b) Toyoto Etios / Honda Amaze & Hyundai Verna like vehicles.	2	To be used up to 30-31 Days subject to maximum of 2500 Kms in a month
CATEGORY - B			
2)	Mid-sized vehicle — for operational cars such as Maruti Swift Dezire / Hyundai Xcent & Ford Fiesta.	6	To be used up to 20- 25 Days subject to maximum of 2000 Kms in a month
3)	Mid-sized vehicle — for operational cars such as Maruti Swift Dezire (for Office of the DGGST) on separate agreement	1	To be used up to 20- 25 Days subject to maximum of 2000 Kms in a month. (for Office of the DGGST)

2. Authenticity of the tender document: -

Every page of tender document along with enclosures must be signed and affixed with office stamp by the bidder.

3. Earnest Money: -

(i) Non-interest bearing Earnest Money of **Rs. 30,000/-** (Rupees Thirty Thousand only) in the form of Demand Draft in favor of the Principal Commissioner of GST and Central Excise, Chennai North Commissionerate, Chennai have to be submitted offline on or before 27.11.2017, 1100 Hrs, failing which the tender will not be considered for opening of Financial Bid. The Scanned copy(s) of Demand Draft to be uploaded online.

(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 the Principal Commissioner of GST and Central Excise, Chennai North Commissionerate, 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 Office of Principal Commissioner of GST and Central Excise, Chennai North Commissionerate, Chennai the earnest money will be forfeited.

(ix) Central / State Government and Central / State Government Undertakings are exempted from deposit of Earnest Money.

4. Performance Security/Guarantee: -

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 submit Bank Guarantee issued by a Nationalized Bank for an amount of five percent of the value of the contract as specified in the bid documents, in respect of all nine vehicles towards performance security in favour of the Principal Commissioner of GST and Central Excise, Chennai North Commissionerate payable at Chennai. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

5. 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 Principal Commissioner of GST and Central Excise, Chennai North Commissionerate on this account will be final and binding on successful bidder.

6. Rates: -

(i) Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price Schedule/BOQ file shall render it unfit for bidding. Following steps may be followed:-

(a) Download price Schedule/BOQ in XLS format.

(b) Fill rates in downloaded price schedule/BOQ as specified in XLS format only. Please enter only bidder name and rates in figures.

(c) BOQ file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.

(d) Save filled copy of downloaded consolidated sheet/BOQ, price schedule/BOQ file in your computer and remember its name and location for uploading correct file (duly filled in) when required.

(ii) Rate / bid / offer must be without any condition, assumption, qualification, reservation or variation. Rate / bid / offer must be mentioned in prescribed Proforma in figures in respect of each vehicle and each category separately. 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.

(iii) 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.

(iv) The lowest tender will be arrived based on sum of the quoted rate for 30/31 days in a month upto 2500 kms for staff cars and 20/25 days in a month upto 2000 kms for operational cars. 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 of one year from the date to be specified in the agreement in respect of each vehicle separately and may be extended upon satisfactory performance.

(ii) The Principal Commissioner of GST and Central Excise, Chennai North Commissionerate, Chennai- 600 034/The Additional Directorate General, DGGST reserves the right to extend or reduce the period of time. The Office of the Principal Commissioner of GST and Central Excise, Chennai North Commissionerate,

Chennai- 600 034/The Additional Directorate General, DGGST, Chennai 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.

(iii) The Office of the Principal Commissioner of GST and Central Excise, Chennai North Commissionerate, Chennai- 600 034 reserves the right to increase or decrease the number of hired vehicles at any time during the period of agreement between the Department and the service provider.

(iv) Hiring of staff cars shall be discontinued as soon as the entitled officer is transferred out from the formation and on joining of new officer, the staff cars shall be continued.

9. Prescribed format / Proforma: -

(i) **Annexure - A** and **Annexure - B** are to be duly filled/signed. 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.

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 Tamil Nadu & Pondicherry 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 the entire contract period. Any change in the designated driver should be intimated to the concerned officer before 24 hours before 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 if required.

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 on the last date of the corresponding month or at the earliest. Non-submission of the bill beyond 1st 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.

12. Validity of the offer / bid: -

(i) The offer / bid of the bidder will be valid for at least 30 days 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 of one year from the date specified as per the agreement.

14. Penalty: -

(i) A penalty of Rs. 1,000/- per vehicle per day 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 TO BE SATISFIED IN THE QUALIFYING BID: -

i. The vehicles shall be deemed to be at the disposal of the office of the Principal Commissioner of GST and Central Excise, Chennai North Commissionerate, Chennai during the period of operational use and contractor shall have to make available of the vehicle on all the days of a month, seven days a week.

ii. The vehicles must be available at any time of any day as desired by the department. Suitable alternative vehicles should be provided in case of breakdown of the vehicle provided. In case of failure to provide such alternative, this office reserves the right to hire a similar vehicle at market rates till the time hired vehicle is restored / alternate vehicle provided. The cost incurred by department in this regard shall be adjusted from the monthly hiring charges payable to service provider.

iii. The liabilities of the official of this office will be limited to the hiring charges **agreed in the contract.**

iv. 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.

- v. The vehicle should fulfill the legal obligations prescribed by the State Transport Authority like payment of road tax, GST 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.**
- vi. 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 office of the Principal Commissioner of GST and Central Excise, Chennai North Commissionerate, Chennai-34.
- 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, odour 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 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.
- x. Any vendor who has already provided service to the Department but has been terminated by the Department due to reason of inadequacy or service providers who themselves have prematurely withdrawn before end of service term, would not be considered for hiring.
- xi. The vehicles should not be allowed to be pasted paper print with GST and Central Excise Logo in the front glass. However, it can display board with "On Govt. of India Duty" strictly during working hours. The vehicles hired should have the yellow colour number plates as prescribed by the RTO.
- xii. It is mandatory that all the hired vehicle drivers should report to the Superintendent/ Vehicle incharge, Office of the Principal Commissioner of GST and Central Excise, Chennai North Commissionerate, Chennai- 34 along with the vehicle on a daily basis. A daily record indicating duration of time of engagement of vehicle and kms run every day shall be maintained in a logbook in the prescribed form with the Officer in-charge, and the data for the same shall be placed before him by the driver concerned on the same day / next working day. The driver should possess valid Drivers Batch provided by RTO. The driver must be disciplined, keep etiquette and protocol while performing the duty. They should be on proper uniform (white and white) and must be provided with a mobile phone in working condition. Ability to speak in more than one language is desirable. The driver shall abide by the instructions of the Officer in-charge of the vehicles, and during rides the Officers travelling in the vehicles.
- xiii. Experience of three years is **mandatory** in providing similar service. Service to Central / State Government Departments/ Public Sector

Undertakings for a minimum period of 3 years is desirable. TDS certificates for last 3 years are to be submitted as proof for having rendered the service. The vendor should provide the credential of their Car Rental / Travel Agency / Business and also produce list of vehicles owned / offered by him, along with self attested copies of documents like Insurance policy, Registration Certificate, Road Tax receipt, etc. Photocopies of Driving License of the drivers intended to be supplied with hired car may also be provided. Income Tax, PAN Card, business concern shall also be provided.

- xiv. Financial Quotation should be submitted for lump sum hiring charges per month per vehicle, inclusive of all taxes and toll fee if any (except GST).
- xv. The vehicle will be dedicated to the Department and shall be of latest model (not older than 2015). All tax liabilities i.e. Road Tax, GST, Insurance, Pollution Control Certificates etc. will be borne by the service provider.
- xvi. The tenders should be accompanied by Earnest Money Deposit of **Rs.30,000/-** (Rupees Thirty Thousand only) in the form of account of payee Demand Draft from any of the commercial banks in an acceptable form drawn in favor of '**PAO, GST and Central Excise, Chennai**' without which the Technical bids shall be summarily rejected. The earnest money deposit will be returned to all the bidders after finalization of the contract.
- xvii. Planned / Preventive maintenance should be done on Sundays / Holidays so that availability of vehicle during working days is not affected.
- xviii. The hiring charges shall be on the basis of zero based mileage i.e., mileage starting at the office / point of pick-up, as the case may be.
- xix. The designated vehicles and drivers, which were approved after inspection of vehicles at the time of awarding the contract, would only be put into operation and any changes in vehicle /driver will be allowed only with the express consent of the department.
- xx. GST registration should be there or the GST Registrarion No must be obtained and submitted before or along with bills of first month.
- xxi. Once the hiring charges are fixed and agreed upon, no increase will be considered during the period of contract.
- xxii. The invoice for hiring, completed in all respects, for each month shall be submitted by last service day for that month or at the earliest.
- xxiii. The vehicles should be provided with fuel and drivers. The department is not liable for any payment to drivers as salary, daily allowance etc.
- xxiv. The Motor car shall be run on Petrol or Diesel.

- xxv. The vehicle's Fitness Certificate should be renewed in time.
- xxvi. The vehicles should be maintained properly, cleaned every day, and the seats & head rests covered with sweat absorbing white towel.
- xxvii. It shall be ensured all the necessary documents like Registration Certificate, Insurance Certificate, Road Permit, Pollution Control Certificate, etc., are in the custody of the drivers/in vehicle.
- xxviii. The driver should have valid license and the vehicles should be registered with the Competent Authorities.
- xxix. In case of unsatisfactory service by the service provider, or for any other reason, the contract can be terminated by the department without assigning any reason, and the decision of the Principal Commissioner of GST and Central Excise, Chennai North Commissionerate, 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai-600034 shall be binding and final in this regard.
- xxx. In case the service provider wants to terminate the contract before the end of contract period, he shall give one month's notice in writing before the Principal Commissioner of GST and Central Excise, Chennai North Commissionerate. If the service is satisfactory, on mutually consent, this agreement may be extended for further period.
- xxxi. The contract shall be effective for the period of one year from the date specified in the agreement.
- xxxii. If services are not provided on any day or days, the hiring charges payable will be reduced pro-rata.
- xxxiii. Any issues arising during the period of contract, which has not been specifically covered in this agreement, shall be decided by the Principal Commissioner of GST and Central Excise whose decision shall be final and conclusive.
- xxxiv. The vehicles accepted for hiring shall be parked in the premises of Chennai North Commissionerate at 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai-600034 between the timings mentioned.
- xxxv. The Principal Commissioner, Chennai North, Chennai reserves the right to reject any application / quotation / contract, in full or part, without assigning any reason whatsoever.

16. CONDITIONS TO BE SATISFIED IN THE FINANCIAL BID

The 'Qualifying Bids' will be processed first. The 'Financial Bid' of bidders who fulfill the terms and conditions specified for 'Qualifying Bids' will alone be considered for further process.

I. TENDER PROCESS:

1. Tenders are invited in two parts i.e. (1) Qualifying Bid (2) Financial Bid.
2. The tender form for Qualifying bid in pro-forma prescribed in Annexure - A and the tender form for the financial bid in pro-forma prescribed in the form of BoQ and price bid document (Annexure-B) complete in all aspects shall be uploaded /submitted on CPPP site. The Qualifying Bids will be opened on **28.11.2017 at 1000 hours** in the presence of bidders at the **Principal Commissioner of GST and Central Excise, Chennai North Commissionerate , Chennai-34**. The date and time of opening of “Financial Bid” will be intimated to the eligible bidders after opening the “Qualifying Bids”.
3. Absence of the bidders shall not annul the above process and the bids would be processed with the remarks “Bidders Absent”.
4. Earnest Money Deposit of **Rs. 30,000/- (Rupees Thirty Thousand only)** per application in the form of Demand Draft / Bankers cheque of scheduled Bank drawn in favour of **“PAO, Central Excise, Chennai”** shall be submitted to the Deputy Commissioner (Prev.) Chennai North GST and Central Excise Commissionerate on the previous day of the bid opening date. Qualifying bids without Earnest Money Deposit will be rejected. The EMD will be returned to all the bidders after finalization of the contract.
5. The tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid. The tenderer would fill up the information in the Annexure A enclosed to this document in clear and legible terms. The tender documents are not transferable.
6. This office reserves the right to postpone/and/or extend the date of receipt/opening of Rates/Quotations or to withdraw the same, without assigning any reason thereof.
7. This office reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for such action.
8. Incomplete bid documents shall be rejected. The valid qualifying bids shall be scrutinized by the Department to short-list the eligible bidders. The financial bids of the short listed bidders will be opened later. Late submission of tenders shall not be accepted. The short listed tender along with the documents will be submitted to the “ **Competent authority**” and upon approval by the “**Competent authority**” the successful bidders will be intimated about the award of contract to them.

Submission of Tender

i) **The tender shall be submitted online in Two parts, viz., technical bid and Financial bid.**

ii) All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

iii) The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. After opening of Technical Bid, the original documents as per requirement of the e-tender document will be verified by this office.

iv) After evaluation of bid, all bidders will get the information regarding their eligibility/ pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal.

v) The Financial bid of the successful bidders (ie. qualified in Technical bid) will be decrypted and opened on-line, on the scheduled date after the pre-scheduled time by the bid openers. The bidder will get information regarding the status of their financial bid and ranking of bidder on website.

Technical Bid

The following documents are to be furnished by the Contractor along with signed and scanned copy of **Technical Bid (Annexure-A)** as per the tender document:

i) Signed and scanned copy of Certificates like Registration certificate, PAN No, GST Registration, etc.

ii) Signed and Scanned Copy of **Tender Acceptance Letter & Letter of authorization to submit bid.**

iii) An undertaking (self-certificate) **(Annexure-C)** that the **agency hasn't been blacklisted** by a Central / State/UT Government institution and there has been no litigation with any government department.

iv) Signed and scanned copies of **TDS certificates** for the last three years.

FINANCIAL BID

(a) Financial bid document in the form of **BOQ_VehicleHiring.xls**

(b) Price/Financial bid undertaking **(Annexure-B)** in pdf.

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 Chennai will be final and binding.

ADDITIONAL COMMISSIONER
CHENNAI NORTH COMMISSIONERATE

Annexure-A

TECHNICAL BID

1.	Name of the Bidder:		
2.	Address:		
3.	Mobile no. of the Bidder:		
4.	PAN No. (enclose self attested copy of proof):		
5.	GST 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) D. 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 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

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

ANNEXURE-B

PRICE/ FINANCIAL BID DOCUMENT

- (a) Price bid undertaking
- (b) Schedule of price bid in the form of BOQ_Vehiclehiring.xls

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder)_____

To,
The Principal Commissioner,
GST & Central Excise,
Chennai North Commissionerate,
Chennai.

Dear Sir/Madam,

I submit the Price Bid for_____ and related activities as envisaged in the Bid document.

- 2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
- 3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except GST.

Yours faithfully

Signature of
Authorized Representative

The Notary
(Public) Civil
Court,

I..... aged about

.....son of residing at.....

..... do hereby solemnly affirm state as follows:

That I am the proprietor of M/s

1. That my Agency / firm / Central or State Government / Central or State government undertakings has been allowed to participate in the tender dated of the Principal Commissioner of GST and Central Excise, Chennai North Commissioenrate, Chennai- 600 034 for hiring of vehicle.
2. That, I have neither been convicted nor any cognizance has been taken against by any Court of Law till date
3. 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.

(All details & relevant copies have to be filled and signed cony has to be scanned and uploaded online as part of Technical Bid Envelopel

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 Additional Commissioner of GST and Central Excise,
Chennai North Commissionerate,
Chennai.

Dear Sir,

In consideration of the Principal Commissioner of GST and Central Excise, 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600 034 (hereinafter referred to as the "owner", which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns) having awarded the contract for hiring of..... vehicles (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 (Rupees) only.

We (name and address of the 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 notwithstanding 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.....2017 at.....

Witness:

(signature)

(signature)

(name)

(name)

(official address)

(official address)

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

Annexure- E

1

Hired Vehicle Contract Agreement between the Additional Commissioner of GST AND Central Excise (Vehicles), Office of the Principal Commissioner of GST and Central Excise, Chennai North Commissionerate, Chennai-600 034/ Additional Director General, DGGST

AND

M/s

A. Preamble:

This agreement is made on _____ day of _____ **2017** between the office of the Principal Commissioner of GST and Central Excise, 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600 034/ Additional Director General, DGGST of the one part and M/s _____ having Address _____

the other 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 of GST and Central Excise, Chennai North Commissionerate, 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600 034/ Additional Director General, DGGST has issued letter award to M/s _____

for providing _____ 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:** _____ nos of staff cars with _____ (vehicle name) @ Rs _____ /- (excluding GST) per month for run up to _____ kms per month and @ Rs _____ /- per km above _____ kms in a month and _____ nos of operational cars with _____ (vehicle name) @ Rs _____ /- (excluding GST) 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 a period of one year from 1st December, 2017.

D. Terms and Condition for hiring of the vehicle:

1. Performance Security/Guarantee: -

(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 submit Bank Guarantee issued by a Nationalized Bank for an amount of five percent of the value of the contract as specified in the bid documents, in respect of all nine vehicles towards performance security in favour of the Principal Commissioner of GST and Central Excise, Chennai North Commissionerate payable at Chennai. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

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 one year from the date of execution of the contract in respect of each vehicle separately.

(ii) The Principal Commissioner of GST and Central Excise, 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600 034 reserves the right to extend or reduce the period of time. The Office of the Principal Commissioner of GST and Central Excise, 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600 034 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.

(iii) The Principal Commissioner of GST and Central Excise, 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600 034 reserves the right to increase or decrease the number of hired vehicles at any time with the same terms and conditions during the period of agreement between the Department and the service provider.

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.

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 on the last service day of the month or at the earliest. Non-submission of the bill beyond the above period 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.

7. Other Terms and conditions: -

(i) **The vehicles will** be used for office as staff car upto 30/31 days upto 2500 kms in a month and operational car upto 20/25 days upto 2000 kms in a month.

(ii) **The** vehicles will be deemed to be at the disposal of the Principal Commissioner of GST and Central Excise, 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600 034 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 fulfil 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 Chennai North Commissionerate, Chennai.

(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.

(x) Drivers of the respective vehicles should maintain a log book reflecting date / time / Kms run which should be submitted to the Office of Principal Commissioner of GST and Central Excise, Chennai North Commissionerate, 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600 034 as and when required.

(xi) The vehicles should not be allowed to paste paper print with GST and Central Excise Logo in the front glass. However, it can display board with "On

Govt. of India Duty" strictly during working hours. The vehicles hired should have the yellow colour number plates as prescribed by the RTO.

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 Chennai 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 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 Principal Commissioner
of GST and Central Excise,
Chennai North Commissionerate/
ADG, DGGST,
26/1, Mahatma Gandhi Road,
Nungambakkam, Chennai- 600 034.

For and on behalf of

M/s

(Signature & date)

(Signature & date)

1. Witness

Signature & date :

2. Witness

Signature & date:

Annexure- F

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 EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD 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 coloured (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.