



GOVERNMENT OF INDIA
OFFICE OF THE COMMISSIONER OF CUSTOMS, CENTRAL EXCISE
& SERVICE TAX
6/7, A.T.D. STREET, RACE COURSE ROAD, COIMBATORE - 641 018.

NOTICE INVITING TENDER FOR HIRING OF VEHICLE FOR DEPARTMENTAL USE

Sealed tenders are invited from prospective service providers with good track record in the field of Rent-a-cab service for supply of 11 nos. of vehicles on monthly hire basis for a period of one year from 1.04.2014 to 31.03.2015 for Departmental use.


Tender forms along with terms and conditions can be obtained from the Public Relation Officer/Care Taker at the above address or downloaded from [www . cenexkovai .tn. n ic. in](http://www.cenexkovai.tn.nic.in)

Last date of receipt of tender: 13.03.2014 (5.00 P.M.)

Time of opening of bids: 19.03.2014 (3.00 P.M.)

Date : 27.02.2014

Place : Coimbatore.


(Anish Muraleedharan)
Deputy Commissioner(Preventive)



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NOTICE INVITING TENDER FOR HIRING OF VEHICLES ON MONTHLY BASIS

The Commissionerate of Customs, Central Excise & Service Tax, Coimbatore invites sealed offers from reputed persons/firms in the field of Rent-a - Cab service for supply of 11 nos. of vehicles for use in the offices of this Commissionerate situated at Coimbatore, Tirupur and Pollachi for a period of one year from 01-04-2014 to 31-03-2015.

Tendering process:

Tenders are invited in two parts i.e. (1) Qualifying bid and (2) Financial bid. The Tender form for qualifying bid prescribed in Annexure - I and the tender form for the financial bid in proforma prescribed in Annexure - II complete in all aspects should be submitted in two separate sealed covers at the **Sevottam Section**, Office of the Commissioner of Customs, Central Excise & Service Tax, 6/7, A.T.D. Street, Race Course Road, Coimbatore-641018 on or before 13.03.2014 at 05.00.P.M. The sealed covers may be superscribed "Qualifying bid - Contract for providing Rent a Cab service" and "Financial bid - Contract for providing Rent a cab service" respectively.

Earnest Money Deposit of **Rs.55,000/-** (Rupees Fifty five thousand only) per application in the form of Demand Draft / Banker's Cheque of Scheduled Banks drawn in favour of the Commissioner of Customs, Central Excise & Service Tax, Coimbatore should

accompany the qualifying bid. Qualifying bid without Earnest Money Deposit will be rejected. EMD amount will be forfeited in case the eligible bidder withdraws or the details furnished in Annexure - I & II are found to be incorrect or false during the tender selection process. Late submission of tenders will not be accepted. Incomplete bid documents will be rejected.

First the valid qualifying bids will be scrutinized on 19.03.2014 at 3.00 P.M. by a Committee nominated for the specified purpose to short list the eligible bidders. Thereafter, the financial bid of the short listed bidders will be opened by the said Committee in the presence of the bidders who are present.

The successful bidder of the contract has to submit a performance guarantee either by way of Fixed Deposit or Bank Guarantee receipt of **Rs.1,00,000/-** (Rupees One lakh only) within three days from the day of obtaining the contract.

The tenderer should sign with seal each page of this tender document 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 - I & II enclosed at the end of this document in clear and legible terms. Wherever, the prices to be quoted should be written in figures and words as well. The Annexures I & II should also be signed and stamped by the tenderer or his authorized signatory. The tender forms shall be rejected if it is found to be incomplete in any aspect. Completed sealed tenders along with the EMD of **Rs.55,000/-** (Rupees fifty five thousand only) in the form of Demand Draft favouring the **"The Commissioner of Customs, Central Excise & Service Tax, Coimbatore"** will be received up-to 05.00 P.M on 13.03.2014. The sealed tenders will be opened at 3.00 P.M. on 19.03.2014 in the presence of the bidders. This office reserves the right to reject any bid without assigning any reasons what so ever.

ANNEXURE – I

QUALIFYING BID DOCUMENT

1. Name of the Service provider :
2. Address :
3. Name(s) & address of the Partners/Directors/
Proprietor (with mobile no.) :
4. Contact Person(s) (with mobile no.) :
5. No. of years of experience in providing
Rent-a-service :
6. List of vehicles with model and year
owned by the bidder :
7. Service tax registration no.
(attach copy of last two returns filed) :
8. PAN No. (attach copies of last two
Income tax) :
9. Details of EMD :

DECLARATION

I / We, _____ hereby certify that the information furnished above is full and correct to the best of my / our knowledge. I / we understand that in case any deviation is found in the above statement at any stage, the concern will be blacklisted and barred without any notice from having dealing with the department in future.

(Signature)
(date & seal)

ANNEXURE — II**FINANCIAL BID DOCUMENT**

1. Name of the service provider :
2. Address :
3. Name(s) & address of the Partners/Directors/
Proprietor (with mobile no.) :
4. Contact Person(s) (with mobile no.) :
5. Bid amount (exclusive of service tax):

Type of vehicles	Year & model	Rate quoted per kilometer
Toyota Innova		
Toyota Etios		
Ford Fiesta		
Tata Indigo		
Swift Desire / SX 4		
Mahindra Xylo		

- i) We, undersigned, offer to provide vehicle in conformity with the conditions of contract and specifications for the amount quoted above.
- ii) We undertake to enter into agreement within 3 days of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- iii) If our Bid is accepted, we agree to deposit an amount of Rs.1,00,000/- as performance security with in 3 days of the entering into agreement.
- iv) We understand that the Department is not bound to accept the lowest or any bid and the acceptance of the bid is subject to our financial stability.
- v) It is hereby certified that the above rate quoted is inclusive of driver's salary, daily bata, fuel expenses, vehicle & maintenance expenses and other incidental expenses.

(Signature of Authorized signatory)
(Date & stamp)

TERMS AND CONDITIONS

I. SCOPE OF WORK

1. **Service:** Supply of 11 nos. of vehicles registered as cabs with licensed driver on monthly hire basis for use by the Department. All expenses including driver's salary, bata, diesel/petrol expenses, vehicle repair & maintenance etc. should be borne by the service provider.

2. **Period of contract:** The contract will normally be valid for a period of 12 months from 01.04.2014 to 31.03.2015. However in an exigency this office reserves the right to terminate the contract at any time on giving fifteen days notice.

3. **Duty Hours and Usage:** The vehicles are normally required at call any time on 24x7 basis excluding closed holidays for Central Government offices in Coimbatore. However on exigencies vehicles should be provided on closed holidays also on demand. No minimum usage is guaranteed by the department. However vehicles will be used for a maximum of 2000 Kms per month.

4. **Counting of Distance:** From garage to garage-out chargeable distance in respect shall not be more than 2 Kms in each way. No mileage will be allowed for any Lunch or Tea Break.

5. **Accuracy of meters:** The meter reading should tally with the actual distance run. At any point of time, the authorized officer shall have full power to check the meter for its correctness and to take action accordingly.

6. **Penalties:**

i) In case of break down or any other repair, the service provider has to make alternative arrangement to provide the vehicle to the Department within reasonable time. In case of failure to provide the vehicle within a reasonable time, penalty upto Rs.1000/- per day shall be imposable.

ii) In case meter is found faulty on check, penalty of Rs.500/- shall be imposed and the vehicle shall be replaced by other commercial vehicle. The vehicle, whose meter has been found faulty, shall not be taken back on duty.

7. **Special Requirements:**

i) The bidder should have registered under the provisions of Service tax and also be an Income tax assessee. They should produce copy of returns filed by them under the respective Acts during the past two years.

ii) Only those service providers who are capable of supplying all the 11 numbers of vehicles are eligible for bidding.

- iii) The vehicles should be owned by the service provider. The successful bidder should produce the registration documents within 7 days of the award of contract.
 - iv) No vehicles should be supplied having the registration in the name of the employee of Central Government or close relative.
 - v) Payment of Government tax / duty or other charges for plying the vehicles shall be the liability of the service provider. However, parking charges and toll tax for outstation journey will be paid by the department.
8. The bidder has to ensure that the vehicles supplied are in good condition, clean and fully upholstered.
9. Bill for total Kilometers run during a month is to be submitted before 5th of the next month.

II. INSTRUCTIONS TO BIDDERS

1. Cost of Bidding:

The bidders shall bear all costs associated with the preparation and submission of the bid. The Department in no case is responsible for these costs regardless of the conduct or outcome of the bidding process.

2. Bid document includes:

- a) Notice inviting Tender
- b) Scope of Work
- c) Instruction of bidder
- d) Conditions of contract
- e) Annexures I & II
- f) Letter of authorization to attend bid opening.
- g) Copies of last two service tax returns filed under the Finance Act.
- h) Copies of last two returns filed under the Income Tax Act.

3. The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will at the bidder's risk and may result in rejection of the Bid.

4. BID validity:

i) The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to any variation on any account during the contract period.

5. BID OPENING:

Bids will be opened at the Office of the Commissioner of Central Excise, Customs & Service Tax, No. 6/7, A.T.D. Street, Race Course, Coimbatore – 641018., at 3.00 PM. on 19.03.2014 in the presence of bidders or their- authorized representative who wish to be present at the time opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening „unless there is change of date. No separate information will be sent for opening of Bids.

6. EVALUATION:

6.1 Financial bids of only those bidders who satisfy the required criteria as required in the qualifying bid will be opened.

6.2 If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, department will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by the department.

7. AWARD OF CONTRACT:

The department shall consider placement of letter of intent to that bidder whose offer has been found technically, commercially and financially acceptable. The bidder shall within 3 days of receipt of Letter of Intent, give his acceptance in conformity with the bid document, produce the vehicle with necessary documents such as Registration certificate, insurance document, emission certificate. If otherwise, the award will automatically be terminated. The Department reserves the right to counter offer price(s) against price(s) quoted by any bidder.

8. SIGNING OF CONTRACT:

The contractor shall sign the agreement within 3 days of the receipt of the Letter of Intent. Signing of Agreement shall constitute the award of contract on the bidder.

9. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of clause 8 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which case the Department may make the award to any other bidder at the discretion of Department or call for new bids.

III. CONDITIONS OF CONTRACT

1. APPLICATION

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein unless otherwise agreed.

2. PERFORMANCE SECURITY

2.1 The successful bidder has to submit a performance guarantee either by way of Fixed Deposit or Bank Guarantee receipt of **Rs.1,00,000/-** (Rupees One lakh only) within three days from the day of obtaining the contract.

2.2 Performance security will be discharged after completion of contractors' performance obligations under the contract.

2.3 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for the Department to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.

2.4 If the penalty exceeds, the EMD amount, the excess amount will be deducted from the monthly bill payments.

3. SUBMISSION OF BILLS: Monthly bills shall be submitted in duplicate to the authority specified in contract along with trip sheets duly certified by the competent authority, before 5th of succeeding month.

4. TERMINATION OF CONTRACT:

The Commissioner of Central Excise, Coimbatore, without prejudice to any other remedy for breach of contract, may terminate the contract in whole or in parts:

a) If the contractor fails to arrange the supply of the vehicle within the period(s) specified in the contract or any extension there of granted by the department.

b) If the contractor fails to perform any other obligation(s) under the contract and

5. The Department has the right not to utilize the services at all or any time for period without giving any notice. The No. of vehicles may be increased or decreased depending on requirement of the Department. The department may also without giving any advance notice terminate the contract if it is felt that such hired vehicle is no more needed.

5. TERMINATION FOR INSOLVENCY:

The Department may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling,

bankrupt or otherwise insolvent without affecting its rights of action or remedy as hirer.

6. OTHER CONDITIONS:

6.1 The vehicle should have insurance cover for third party risks. The contractor shall make the vehicle available at any time of the day with sufficient fuel. The driver of the vehicle should be able to fill fuel in case of necessity during emergency.

6.2 In circumstance the hired vehicle is involved in an accident resulting in loss or damage to property of life with respect to vehicle driver, passenger of any third party as per the liability under relevant sections of Motor vehicle Act 1968 and I.P.C, the hiring authority shall have no responsibility of whatsoever and will not entertain any claim in this regard under the said provision of Law.

6.3 The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to breach of this contract.

6.4 The contractor shall assign the job of driving of hired vehicles only to qualified experience licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The Department shall have no direct or indirect liability arising out of such negligence, rash and impetuous driving which is an offence under relevant section under IPC and any loss caused to the department have to be compensated by contractor.

6.5 If the successful bidder fails to provide the vehicle with all the specified documents within 10 days of the award of Letter of intent, the contract shall automatically be treated as cancelled and the Department may make the award to any other bidder at the discretion of Department or call for new bids.

6.6 In the event of the lowest bid amount quoted by more than one eligible bidders is same, the successful bidder will be decided by the Committee based on the financial merits of the bidders. The decision of the Committee will be final.

6.7 The driver of the vehicle should wear white uniform.

6.8 The vehicle and driver should not be changed without the permission of the Department.