



GOVERNMENT OF INDIA  
NATIONAL ACADEMY OF CUSTOMS, INDIRECT TAXES & NARCOTICS  
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### **Open Tender Document**

1. Sealed Tenders are invited from the reputed taxi operators / service providers for hiring of one mid-sized vehicle as model, period of validity of awarding tender, financial limit, distance limit and station mentioned below on monthly basis (exclusive of GST, if any) from Service providers for **National Academy of Customs, Indirect Tax and Narcotics (NACIN), Zonal Campus (ZC)**, Patna.

Sl No	Type of Vehicle	Name of Vehicle	No of Vehicle Required	Station for hiring Vehicle	Maximum Kms to be run in a month	Maximum hiring charges per vehicle excluding GST (In Rs)	Earnest Money (In Rs)	Tender Period from the date of Contract
1	Mid Size Vehicle	Ciaz/ Etios/ Honda Amaze/ Swift D'Zire /Baleno (Delta) like vehicle (with safety measures)	01	ZC, NACIN, Patna	2000 Kms (20/25 days)	40,000/-	5000/-	02 Years

The detailed Tender documents can be downloaded from the websites (1) [www.nacen.gov.in](http://www.nacen.gov.in) or (2) [www.cbec.gov.in](http://www.cbec.gov.in) or (3) [www.tenders.gov.in](http://www.tenders.gov.in) from **16.02.2018** onwards.

#### **Tender Process and submission of Tender documents: -**

- i. The bid / tender will consist of two parts – Technical bid and Financial bid. Each of the bids are to be placed in two separate sealed envelopes clearly super scribing “**Technical bid**” and “**Financial bid**” which in turn are to be placed in **one sealed cover** clearly super scribing “**Tender for hiring of a mid-sized vehicle**”. The name of the Taxi operator/ service providers must be mentioned on envelopes. The bid of all parties whose Financial Bid is not in a separate sealed cover or the rates quoted by them finds mention in their Technical Bid shall be rejected summarily. 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 **12.03.2018 at 15.00hrs** in the presence of the bidders or their authorized representative with authority letter (**compulsory**), if they wish to appear.
- iv. The financial bids of only those parties shall be opened for those who meet Technical Bid criteria. The date of opening of financial bid will be intimated via fax/ telephone/ e- mail to the bidders who have qualified the technical bid.
- v. The department reserves the right to accept or reject any or all tenders without assigning any reason thereof. In case of any dispute of any kind and in respect of whatsoever, the decision of the Additional Director General, NACIN, ZC, Patna will be final and binding.
- vi. The tender documents must be received latest at this office by **09.03.2018 before 18.00 hrs**. The documents received after due date & time due to any reason even postal delay shall not be accepted.

**4. Authenticity of the tender document: -**

Every page of tender document along with enclosures must be signed by the bidder.

**5. Tender Document: -**

(i) The tender documents containing Terms and conditions along with prescribed proforma / format for furnishing required information / details can be obtained from NACIN, ZC, Patna on any working day before the last date (Monday to Friday).

(ii) The tender documents may also be downloaded from the websites  
(1)[www.nacen.gov.in](http://www.nacen.gov.in) or (2) [www.cbec.gov.in](http://www.cbec.gov.in) or (3) [www.tenders.gov.in](http://www.tenders.gov.in)

**6. Earnest Money: -**

(i) Tender documents must be accompanied with non-interest bearing Earnest Money of **Rs. 5000/- (Rs. Five Thousand only)** in shape of Demand Draft in favour of the **PAO, CBEC, Patna** payable at Patna along with Technical Bid 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 successful bidder fails to deposit requisite amount towards the Performance Security within specified time as per intimation / request of NACIN, ZC, Patna, the earnest money will be forfeited.

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

**7. Performance Security: -**

The successful bidder 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.5000/- (Rs. Five thousand Only) as performance security which is non-interest bearing in the shape of Bank Guarantee only drawn in favour of the **PAO, CBEC, Patna** payable at Patna.. The security deposit will be refunded only after the expiry of the contract. The deposit is liable to be forfeited, if during the period of contract the services of the contractor are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to any

action by the department that the contractor firm any invite upon themselves due to any of the reasons.

**8. 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.
- (ii) Further, the Performance Security will be refunded / returned to the successful bidder after completion of warranty period.
- (iii) The Performance Security will be forfeited in case of unsatisfactory performance of the successful bidder. The decision of the Additional Director General, NACIN, ZC, Patna on this account will be final and binding on successful bidder.

**9. Penalty Provision**

A penalty of Rs. 500/- will be levied and deducted from the bill if any vehicle or driver or agency/ firm fail to meet effective terms and conditions on any day. Time is of essence in official matters. The vehicle with driver should invariably reach before the appointed time whenever called. If the driver (with vehicle) reaches after the scheduled/given time, the department would be within its rights to refuse the vehicle and impose penalty upon the service provider. On every occasion that driver or the vehicle is not able to reach at the appointed time, deduction for that day and an additional penalty of Rs. 500/- per day would be imposed and deducted from the monthly bill.

In case of dispute the decision of the ADG, ZC, NACIN, Patna shall be final and binding.

The ADG, ZC, NACIN, Patna reserves the right to reject or ignore any bid either in full or part without assigning any reason thereof.

This issues with the approval of the ADG, ZC, NACIN, Patna.

**10. Terms and Conditions for Prequalification, Technical Bids and financial bids**

- i. The service provider should have a well-established agency engaged in the hiring of vehicles.
- ii. The bid should be for monthly hire charges (exclusive of GST). The vehicles should not be older than three year from the date of issue of tender.
- iii. The aforesaid vehicle is hired for the period of two year from the date of awarding of tender and shall be commercially registered. The successful bidder during awarding of tender should furnish agreement paper to this office which will be made between the firm and this office.
- iv. The service provider should be eligible to hire out vehicle as per the RTO norms. It is the sole responsibility of the service provider to obtain necessary permission/ certificate, if any from RTO or other Transport Agencies, as required.
- v. The service provider should ensure that the vehicle is covered under comprehensive insurance policy during the period of contract. In event of the accident, the claim for

the damage of property or injury to third party shall be settled by the service provider himself. The department will not have any liability.

- vi. The provider should ensure that the vehicle complies with the norms of pollution control and obtain 'PUC' i.e. "**Pollution Under Control**" **Certificate**, from time to time, from competent authority under the period of contract.
- vii. The bid should be given for monthly rental basis which would include all charges. The hiring charges will be paid to the service provider on monthly basis. TDS and other taxes as applicable will be deducted from each bill, as applicable.
- viii. Service provider should provide to the department, the complete details of vehicles and certified copies of the RC books alongwith the copy of the valid comprehensive insurance policy. *Further, the service provider should ensure that the comprehensive insurance policy for the vehicles in force during the entire period of contract, if giving bid for old vehicle. For new vehicle, the same has to be submitted within 5 working days of awarding of tenders.*
- ix. Any person who is in government service or any employee of the department shall not be a partner directly or indirectly, with the service provider.
- x. Inspection of the vehicles will be done before finalizing the contract and also periodically by the competent authority.
- xi. The service provider shall submit two different tenders viz. Technical Bid and Financial Bid.
- xii. The Technical Bid shall contain the number of years of experience of the service provider in this field, the name and model of the vehicle offered, date of manufacture, Registration Number of vehicle offered, details of permit if any required for hiring vehicles, Insurance details, PUC details, GST Registration Number & PAN Number of service provider in **Annexure 'A'**. **There shall not be mentioned any financial matters such as amount quoted per month etc. in the Technical bid.** Upon observance of any such mention in the Technical bid, the tender will be summarily rejected. The technical bid should also contain a declaration by the service provider that he is agreeable to all the terms and conditions as above mentioned and the vehicle is being offered only after being satisfied with the said terms and conditions.
- xiii. The Financial bid will be opened only if the Technical bid is found to be satisfactory.
- xiv. Financial Bid shall contain the amount quoted for per month hiring charges for the period of hire, in terms of the departmental requirement as in preceding paragraphs.
- xv. Before finalization of contract, the condition of vehicle and driver's proficiency would be checked by conducting driving trials.
- xvi. The service provider shall enter into an agreement on the stamp paper with appropriate stamp duty, within 5 days from the date of communication of acceptance of his offer, by this office.

- xvii. The ADG, ZC, NACIN, Patna reserves the right to require fulfillment of other conditions, not expressly mentioned which are consistent with use of vehicle on hire with this office and to reject any or all tenders without assigning any reason there for.
- xviii. Only those service providers should apply who agree to unconditionally abide by the above terms and conditions. Conditional acceptance or proposing modification of any conditions will invalidate the tender.
- xix. The successful bidder shall not be allowed to sublet / subcontract the contract to any other contractor.
- xx. Bidder has to produce the vehicle before the competent authority to watch the condition of vehicle (for old vehicle) before opening of financial bid.

**11. General Terms and Condition after awarding tenders:-**

- i. The hired vehicles should be available at office premises for executing prompt action as directed by departmental officers everyday for 20/25 days in a month (including Saturday, Sundays & holidays, if required by the department ) for a time of 10 to 12 hours per day. It will also be used to make out-station trips and can be called during odd hours, when required. During outstation trips, the vehicles should be available at all times with non restriction of hours.
- ii. In the course of the official work, the vehicles may also be required to be used, as and when required, beyond the geographical jurisdiction of Patna district.
- iii. The vehicles with the drivers would be placed at the disposal of department as and when required. The department would be free to use the hired vehicles in any manner for carrying officials, materials, records etc., as per requirements and the firm will not have any objection to it.
- iv. The Hiring charges shall be on the basis of zero based mileage starting/ending from/ at aforesaid office.
- v. The department will be liable to pay the hiring charges and GST only. Other liabilities like monthly charges of Drivers, Repairs and Maintenance of vehicles, Insurance, PUC, Petrol/Diesel, Oil and any other incidental expenses including outstation stay of the driver, shall be borne by the service provider. In case of any mishap/accident, all the claims arising out of it, shall be met by the service provider. In any case, the department is not liable to pay any other charges in addition to above.
- vi. The vehicle's interiors should be equipped with all the useful and required accessories and the department can ask for any new accessory and or change in interiors, when felt necessary.
- vii. The service provider should deploy well experienced drivers having a valid driving license for the hired vehicles. Service Provider should ensure that, the drivers on duty are well behaved and wear decent uniform and are well conversant with road routes in Bihar & Jharkhand and local language. The vehicles should be legally utilizable all over Bihar and Jharkhand and in neighboring states. The driver of the vehicle should be equipped with mobile telephone in full working conditions at all times.

- viii. The vehicles should be in excellent running condition with proper exteriors and new interiors & upholstery.
- ix. In order to ensure day to day smooth functioning, the service provider shall not change the vehicle, once hired. In case of emergency, the said changes may be done with the prior intimation/permission. In case, wherein a regular vehicle cannot be provided for any reason including repairs, servicing, breakdown etc., a replacement vehicle of similar category will be provided immediately in place of the regular vehicle.
- x. The service provider shall provide fire extinguisher in the vehicles.
- xi. The driver would have to be approved by the department after being used for a week. The driver once approved by the department should not be changed over a period of contract unless an exigency arises or he fails to provide service upto the satisfaction of the department.
- xii. The driver of the vehicle shall maintain a "Log Book" for the movement of the vehicle in the format prescribed by the Department and shall submit the extract every month before 5<sup>th</sup> of the next month alongwith bill and duty slip.
- xiii. The service provider should also have 24 hours working telephone so that he can be called in case of any problem pertaining to the vehicle or the driver.
- xiv. It will be the responsibility of the service provider to ensure that the vehicle is washed, exteriors are polished and interiors are vacuum cleaned /washed/dry cleaned at regular intervals. If the vehicle is dirty then the officer can refuse to use it and penalty would be imposed upon the service provider.
- xv. The service provider should ensure the proper maintenance of battery, coolant, oil type pressure periodically.
- xvi. The vehicle will be parked in the office premises or in any other premises as required by the department. In case it is required to be parked in service provider's premises then no dead mileage would be payable from the service provider's premises to starting point and vice-versa. Mileage will be counted from the point of reporting as desired by department.
- xvii. The service provider should ensure that in normal circumstances the fuel tank should never be less than half of the tank capacity. For outstation trips, the driver should be provided ample cash by the service provider, to take care of extra fuel usage and other charges/expenses.
- xviii. The department will not be under any obligation, legal or otherwise, to provide employment to any of the personnel of the service provider during or after the expiry of the hire period. The department recognizes no employer-employee relationship between the department and the personnel deployed by the service provider. The department shall not be responsible financially or otherwise for any injury to the vehicle driver or person deployed by the service provider for the period of contract.

- xix. During the period of the contract, the vehicle or the driver shall not be employed by the service provider for providing any service to any person other than the Department; Once hired, the vehicle will not be put to use for other purposes, and the vehicle and driver will work under the overall supervision of the Department for which they will do all as is necessary.
- xx. The contract can be terminated by the department without assigning any reason by giving an advance notice of at least one month.
- xxi. The service provider shall not terminate the contract without prior notice of at least one month.
- xxii. In the event of re-organization or structural changes of the department/zone/Commissionerate, the number of vehicles hired may be reduced/increased as per the requirement of the department or the agreement may be cancelled/terminated without any prior intimation.

#### **12-Terms & Condition for payments**

The billing will be done on monthly basis. The monthly bills in duplicate, shall be submitted to concerned vehicle in-charge within 1<sup>st</sup> week of every subsequent month. The department will not make any advance payment. The vehicles will be used, generally, for a maximum distance of 2000 kms as per aforesaid schedule. However in rare circumstances when it may be required for over 2000 kms in a month the payment would be made on per kilometer basis.

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

To,  
The Additional Director General  
ZC, NACIN  
Patna

Sub:- Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender /Work:

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Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s)/Office namely: \_\_\_\_\_  
\_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), Schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.

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

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

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

6. I/We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

7. I/We understand that in case any deviation is found in the above statement at any stage, my/our concern/firm/co. shall be blacklisted and shall not have any dealing with the Department in future.

8. The information/documents furnished along with the above application is true and correct to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Yours faithfully,

(Signature of the Bidder, with Official seal)



## Technical Bid

(Technical Bid for Vehicle..... For .....Kms)

1.	Name of Firm/ Company/ Agency(Copy of Shop Act/ Company Registration Certificate should be enclosed)	
2	Name and Address of bidder or firm	
3	Mobile no. of Bidder	
4	PAN No. (enclose self attested copy of proof)	
5	GST Registration no. (enclose self attested copy of proof)	
6	Details of the Earnest Money	
	a) Name of the Bank	
	b) D. D. No. & Date	
	c) Amount	
7	Whether providing new vehicle (Write Yes or No)	
8	Details of the vehicle:	
	a) Vehicle Name / Model & Year of manufacture	
	b) Name of the owner and mobile no.	
	c) Whether Commercially registered or Not	
	d) History of any accidents if any	
9	Details of Insurance cover :	
10	RC Book No. of vehicle (enclose self attested copy of proof) with details of PUC certificate (enclose a copy)	
11 *	Kms run by the vehicle upto date of filing of tender	
12	Whether blacklisted by any Central / state Government or Undertakings ? If blacklisted, indicate details.( submit the affidavit about non-blacklisting)	
13	Whether convicted by any court of law? If convicted, indicate details and enclose a self attested copy of the court's order.	
14	Experience in providing hired vehicle to Govt. institutions/PSUs , if yes, enclose supporting documents	

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

Declaration

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any state; I/we will be blacklisted and will not have any dealing with the Department in future.

(Signature of Authorized Signatory with date)

ANNEXURE – B

FINANCIAL BID

FINANCIAL BID DOCUMENT

The Financial bid format is mentioned below. Bidders are advised to quote their offer/rates in the permitted column and submit the same in the financial bid. Bidder shall not tamper/modify price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned. **The bidders are advised to submit the same in the separate sealed envelope.**

Financial BID.

Category of Vehicle	Location	Vehicle Model & Date of Manufacturing	Rate per month in Rs. (Exclusive of GST Tax)	Extra Km. and Extra hours charge in Rs.
Mid Size Vehicle				

The rates shall be quoted in Indian Rupee only.

The rates will be inclusive of all taxes (except GST), fees, levies, etc. and any revision in the statutory taxes, fees, etc. will be the responsibility of the Bidder.

In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.

The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

Signature of Authorized Signatory with date

Name & full address:-

Telephone No.-

Office address-