

# TERMS AND CONDITIONS OF THE TENDER DOCUMENT

## Hiring of Various Model of (Innova, Scorpio, Xylo) Vehicles (AC) Diesel on regular basis as and when required.

1. The cost of the tender document is Rs. 500/- and the same can be purchased from the office of Excise & Taxation Commissioner, Punjab, Bhupindra Road, Patiala by making a payment in the form of Demand Draft/Banker's Cheque drawn in favour of Excise & Taxation Commissioner, Punjab, payable at Patiala. The Tender Document can also be downloaded from the website of the department [www.pextax.com](http://www.pextax.com). In case the document is downloaded from the website then a Demand Draft/Banker's Cheque of Rs. 500/- as cost of Tender shall be put in a separate envelope attached with the Technical Bid.
2. Tenders should be accompanied by Bid Security for an amount of Rs. 10,000/- (Rupees Ten Thousand Only) for first vehicle and subsequently Rs. 5,000/- of every additional vehicle offered which shall be submitted in the form of Demand Draft/Bankers Cheque in favour of the Excise & Taxation Commissioner, Punjab payable at Patiala. Tender submitted without the aforesaid Bid Security shall be summarily rejected. The Bid Security shall not bear any interest. The Bid Security of the unsuccessful bidder as well as that of the successful bidder shall be returned after signing of the contract between the Competent Authority and the successful bidder. The Competent Authority in this case is the Excise & Taxation Commissioner, Punjab or any other Authority designated for the purpose.
3. The bidder who quotes the lowest amount of the Monthly Cash Consideration in the "Financial Bid Performa" at Annexure-(iii) of this Tender Document shall be declared as the successful bidder and consequently his bid/tender shall be accepted.
4. A letter shall be issued by Competent Authority of the successful bidder, who shall submit performance security equivalent to the rate of total monthly cash consideration amount applicable to the contract by way of Cheque/Demand Draft in favour of the Excise & Taxation Commissioner, Punjab payable at Patiala within 15 days of issuance of such letter.
5. The successful bidder shall be required to sign the contract as per this tender document within 7 days of depositing of the Performance Security as stated in clause 4 above.
6. The successful bidder shall have to provide vehicle within a period of one month from the date of signing of the contract. If the successful bidder fails to provide vehicles within a period of one month from the date of signing of the contract, the Bid Security deposited by the said bidder shall be appropriated by Competent Authority and the next ranked bidder shall be invited to sign the contract by way of issuing a supply/acceptance order. The period can, however, be extended by one month with the concurrence of the Competent Authority. In case the vehicle yet to be purchased is not supplied in within 30 days the EMD/Security Deposit of the tenderer will be forfeited.
7. The tenders are to be submitted in the following manner:
  - A) Envelope No. 1 (Technical Bid) should contain the following:
    - i) Demand Draft of Rs. 500/- in case the Tender Document is downloaded from the website.
    - ii) EMD as stated in the Terms and conditions of the Tender Document.
    - iii) Annexure-(i) (Form of Bid) and Annexure-(ii) (Technical Bid-Technical Information and Undertaking) of the Tender Document.
    - iv) Other documents as stated in the check list.
    - v) Photocopy of the Tender Document with each page duly signed by the authorized signatory of the bidder.

iv) Each & every page of the tender document shall be signed by the bidder.

22. **Validity of the Bids:** The bids shall be valid for a period of 60 days from the date of opening of the tenders.
23. **Contact Term:** To begin with, the contract will be for a period of one year initially and extendable twice upto three years if performance or service is found satisfactory on annual review. The contract period shall commence from the date of delivery of vehicle for operation.
24. Log book shall be provided by the Bidder in the vehicle which will be maintained by the driver. The driver will get the Log Book regularly filled and signed from the officers using the vehicle clearly indicating place visited, time, KMS covered, etc.
25. **Communication of Acceptance:** Successful Tenderer will be informed of the acceptance of their tender.
26. The amount submitted towards EMD/Security Deposit will be forfeited by the order of the Competent Authority in the event of any breach or negligence or non-observance of any terms/condition of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, the amount of performance Security and final bill payment shall be retained until the final audit report on the account of firm's bill has been received and examined. But the maximum time limit for this formality is two months after the expiry of the contract. The amount so retained can be considered for appropriation by the department to cover any incorrect or excess payments made on the bills to the firm/contractor.
27. **Penalty:**
  - (a) In case of breach of any condition/s of the contract and for all type of losses caused including excess cost due to hiring of vehicle from the market in the event of applicant failing to provide requisitioned number of vehicle or not providing vehicle(s), the office shall make deductions at the rate of hiring rate on pro-rata basis from the bills preferred by the applicant or that may become due to the applicant under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days.
  - (b) The powers of the Competent Authority under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 24 and 27 above.
28. **Breach of Terms and Conditions:**

In case of breach of any of terms and conditions mentioned above, the competent Authority will have the right to cancel the work order duly stating the reasons therefor. In such a case the competent authority may cancel the work order after giving a prior notice of 15 days.
29. **Sub-letting of work:** The firm/contractor shall not assign or sublet the work or any part of it to any other person or party.
30. **The tender is not transferable.**
31. **Terms of payment:**
  - a. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
  - b. The applicant shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.

- c. The Competent Authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties imposed by the Govt., if any, duly stating the reasons of such withholding of the payment in full or in part to the contractor.
32. **Arbitration:** If any difference arises concerning this Agreement, its interpretation or the payment to be made there under, the same shall be settled by mutual consultations and negotiation. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by the office of Deputy Commissioner.
33. For all matters of dispute, jurisdiction shall be at the local courts located at Patiala or the place of office of the Competent Authority who has signed the contract.
34. Department of Finance reserves the right to reject any/all tenders at any stage without any reason whatsoever and without being liable in any manner towards any bidder. Further, the Department of Finance also reserves the right to either annul or cancel the bidding process at any stage without assigning any reason whatsoever and without being liable in any manner towards any bidder or prospective bidder.

**CHECK-LIST**

**(SUMMARY OF COMPLIANCE TO THE REQUIREMENT OF THE TENDER)**

Sr. No.	Description of requirement	Yes/No	Page/Ann No. of Enclosed Tender
1.	DD of Rs. 500/- as Tender document fee (In case tender document downloaded from website)		
2.	Whether the applicant is an individual/Firm/Company Attach Prof.  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>  (Tick applicable)	Yes/No	
3.	R.C. Book*	Yes/No	
4.	Road Tax Clearance Certificate*	Yes/No	
5.	Certificate of the Valid Insurance Policy	Yes/No	
6.	Valid driving License for the category of the vehicle quoted*	Yes/No	
7.	Valid Pollution Certificate (PUC)*	Yes/No	
8.	Details of other organizations where such contracts are undertaken (attach supportive documents)	Yes/No	
9.	Technical Bid sealed in the separate envelope	Yes/No	
10.	Financial Bid Performa completed and sealed in a separate envelope	Yes/No	
11.	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
12.	In case the vehicle is yet to be purchased, undertaking attached.	Yes/No	
13.	Address proof of the owner of vehicle/proprietor or partner of a firm, company etc.	Yes/No	

\*Attach self-attested photocopies

**Declaration by the Tenderer:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Name:  
Place:  
Date:

Seal  
Office Address:

FORM OF BID

- a. I/we, M/s \_\_\_\_\_ hereby undertake to provide hiring of Innova/Scorpio/Xylo (AC/Diesel) vehicles strictly as per the terms of the Tender Document and to the complete satisfaction and the terms and condition are acceptable to me/us without any deviation.
- b. I/We shall be charging lump sum cash consideration at the rate mentioned in Annexure-iii in the event my/our bid is accepted by the Excise & Taxation Commissioner, Punjab. I/We have carefully read and understood the Terms and Conditions of the Tender and accordingly confirm that the aforesaid rate quoted by us is inclusive of all taxes.

Place:

Dated:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Bidder \_\_\_\_\_

Address \_\_\_\_\_

**TECHNICAL BID-TECHNICAL INFORMATION AND UNDERTAKING**

**Document) Sub;- Tender For "Hiring of Innova,Scorpio,Xylo (AC/Diesel) Vehicles"**

1.	Name of the Tenderer/Agency;		
2.	Office Address (with Tel. & Mob. No.)		
3.	Service Tax Registration No. along with proof thereof, if any, required.		
4.	Nature of the firm/agency; (i.e. Sole Proprietor or partnership firm or a company or a government department or a Public Sector Organization)-Copy of Registration Certificate be furnished.		
5.	Working experience of the Firm (in years)		
6.	PAN NO.		
7.	Nos./Age in Years/Model/Make of the vehicles offered by the firm  (in Case the vehicle is yet to be purchased the same be mentioned in this column.	Total Nos. of vehicles offered ( ) in words( )  1.----- 2.----- 3.----- 4.----- 5.-----	
8.	Availability of Cell phones with the Drivers is mandatory (Tick Yes)	<input type="checkbox"/>	Yes
9.	Remakrs (if any)		

Date

Station:

Sign.-----

Name-----

Seal.-----

**Financial Bid Performa**

Sr. No.	Type/Variant of Vehicles	Rate 2350 KM/ Month	Rate for extra KMs more than 2350 KM (Not more than Rs. 12 per KM)
I.			
II.			
III.			
IV.			

**Note:**

1. Rates per month per each vehicle in Rupees be quoted taking into consideration all Taxes except for Service Tax.
2. Toll and parking charges shall be paid by the Govt.

(Signature)

Place:

Name: \_\_\_\_\_

Date:

Address:- \_\_\_\_\_

Contact No.: \_\_\_\_\_

## Undertaking (In case the vehicle is yet to be purchased)

- a. I/we, M/s \_\_\_\_\_ hereby declare I have gone through the terms & conditions of the tender document. In case I/We are given a supply order by the department of Excise & Taxation, Punjab, I/We undertake to purchase a new vehicle to be supplied to the.
- b. I/We am/are very much aware of the fact that:
- i) If I/We fail to supply a new vehicle within 15 days from the issuance of supply order, my Earnest Money Deposit and Security Deposit are liable to be forfeited. I have no objection in case the contract is given to other tender.
- ii) After supplying a new vehicle purchased, I/We shall only be paid for the monthly bills of the aforesaid vehicle, after submission of the all necessary documents required as per terms & conditions of the tender document.

Place:

Dated:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Bidder \_\_\_\_\_

Address \_\_\_\_\_