

कार्यालय आयुक्त

OFFICE OF THE COMMISSIONER

जीएसटी लेखा परीक्षा आयुक्तालय, लुधियाना

GST AUDIT COMMISSIONERATE, LUDHIANA

जीएसटी भवन, एफ-ब्लॉक, ऋषिनगर, लुधियाना

GST BHAWAN, F-BLOCK, RISHI NAGAR, LUDHIANA

दूरभाष/Tel. 0161-2679439; फ़ैक्स/0161-2679408; ईमेल/Email- [commr-gstaddlh@gov.in](mailto:commr-gstaddlh@gov.in)

#ApprovedDate#

## NOTICE INVITING e-TENDER FOR HIRING OF VEHICLES

E-Tenders are invited for and on behalf of the President of India by the Office of the Commissioner, CGST Audit Commissionerate, Ludhiana, from the vehicle providers for hiring of vehicles as per the requirements mentioned in the Schedule below-

## SCHEDULE

Sl. No.	Station	Type of Vehicle required	No. of vehicles Required	Special Conditions, if any
1.	Amritsar	<b>Small Size*</b> Vehicles such as (Honda Amaze/Maruti Suzuki Dzire/Tata Zest/Volkswagen Ameo) and like.	1	White Colour with driver and with fuel
2.	Bathinda	<b>Small Size*</b> Vehicles such as (Honda Amaze/Maruti Suzuki Dzire/Tata Zest/Volkswagen Ameo) and like.	1	White Colour with driver and with fuel
3.	Phagwara	<b>Small Size*</b> Vehicles such as (Honda Amaze/Maruti Suzuki Dzire/Tata Zest/Volkswagen Ameo) and like.	1	White Colour with driver and with fuel

\*categorisation of Vehicles is as per the norms of Society of Indian Automobile Manufacturers (SIAM)

2. The tender documents will be available on official website of Central Public Procurement Portal <https://eprocure.gov.in/cppp/>, CBIC website 'www.cbic.gov.in' from **14.01.2019** and the bid forms and other details can be obtained from there.

3. Bids shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app> **only**. They shall be submitted in two parts viz. Technical Bid and Financial Bid. The offers submitted by Post/Courier/ Telegram/Fax/email etc. shall not be entertained.

4. The critical dates for the tender submission and processing are as under:

## TENDER CRITICAL DATE SHEET

1.	Tender e-publish Date and Time	14.01.2019 - 1400Hrs
2.	Bid Submission closing Date & Time	04.02. 2019 - 2300Hrs
3.	Technical Tender opening date (Qualifying Bid)	05.02.2019 -1100 Hrs
4.	Financial/Price Bid Opening Date & Time (For only those who qualify in the Technical Bid)	Will be notified later

5. Bidders are advised to visit CPPP website regularly till closing date of submission of tender for any corrigendum/addendum/amendment that may be issued.

6. The bidders should follow all the Terms and Conditions provided in Annexures-I, II, III,

IV, V, VI and Instructions to Bidder for Online Bid Submission provided in the Annexure-VII for online submission of bids.

7. The Department reserves the right to cancel/modify the tender, postpone the date of opening or to accept or reject any or all the bids, without assigning any reasons.

In case of any query, Sh. Hemant Kumar Jain, Assistant Commissioner (Admn.), CGST Audit Commissionerate, Ludhiana, Room No. 107, GST Bhawan, F- Block, Rishi Nagar, Ludhiana- 141001 may be contacted on phone 0161-2679411.

**(HEMANT KUMAR JAIN)**  
**ASSISTANT COMMISSIONER (HQRS)**

Copy to:

- i. Notice Board.
- ii. The Assistant Commissioner (Systems), CGST Commissionerate, Jalandhar to upload the tender on Commissionerate website [www.gstjalandhar.gov.in](http://www.gstjalandhar.gov.in).
- iii. The Assistant Commissioner (Systems), CGST Commissionerate, Ludhiana to upload the tender on Commissionerate website <http://centralexciseludhiana.gov.in>.
- iv. All the current vehicle service providers of this Commissionerate as well as other formations.
- v. The Assistant Commissioner, CGST (Audit) Circle, Phagwara, Amritsar and Bathinda for vide publication among public.

**ANNEXURE-I**  
**INSTRUCTIONS TO BIDDERS**

**1. Bid Submission:**

(i) **Where to submit:-** Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/cppp/>. Tenderers are advised to follow the instructions “Instructions To Bidder for Online Bid Submission” provided in the “Annexure-VII” for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(ii) **Time line for tender submission:**

The tender documents must be uploaded/ submitted online as per the timeline given in the Notice Inviting Tender.

(iii) **How many Bids:** - Not more than one bid shall be submitted by one Bidder for one station/vehicle.

(iv) **Who can Bid:**

The bidder should have a registered and well-established Taxi Agency/ Firm having sufficient number of latest models of taxi cars for hiring and vehicles should be registered as commercial vehicle. List of vehicles owned by the bidders and the detail of the vehicles to be provided to this office must be attached along with the Technical Bids. The bidder should also have registered under GST with valid PAN card and RC book of the vehicle.

Persons in Government service are not eligible to apply for this Tender.

(v) **Bid Security (EMD):-** The tenderer must provide **bid security of Rs. 5,000/-** (Rupees Five thousand only), drawn in favour of the “*Pay and Accounts Officer, CGST, Ludhiana*” “**Bid Security (EMD)**” valid for six months, and must reach the tender inviting authority at his the office. Tender not accompanied with bid security is liable to be rejected. However, public sectors undertaking/ Govt. undertaking firms are exempt from the payment of EMD.

EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

The EMD of the successful bidder will be refunded only after he deposits Performance Security.

The hard copy of original documents of bid security must be delivered on or before Technical Bid opening date / time as mentioned in critical date sheet. Bidders will be treated as non-responsive and their bid will be rejected, at the initial stage itself, if hard copy of Bid Security is not received on or before opening of Technical Bid process.

(vi) **No change in the bid document:-** Interested bidders who have downloaded the tender from the CBEC website [www.cbec.gov.in](http://www.cbec.gov.in) or the Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded financial bid template in any manner.

(vii) **Corrigendum / addendum/ amendment to Bid:** - Intending bidders are advised to visit the CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment in the tender document.

## **2. Process and manner of submission of bids**

(i) The tenders are to be submitted only **ONLINE** in two parts viz:-

**(a) "Technical Bid"** which should contain technical parameters in the format as per **Annexure-III** and the other required documents.

**(b) "Financial Bid"** which should indicate the rate proposed to be charged for the vehicles offered in the format as per **Annexure-IV**.

(ii) Before uploading all the pages of bid document being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents.

(iii) **No bid by post etc.:-** The offers submitted by telegram/fax/email/post/courier etc. shall not be considered. No correspondence will be entertained in this regard.

## **3. Other details:**

### **For Technical Bid**

- The following documents are to be uploaded along with the "Technical Bid":
  - (i) Signed and scanned copy of the proof of payment of Bid Security.
  - (ii) Signed and Scanned Copy of Technical Data Sheet (in format as per Annexure-III)
  - (iii) Signed and Scanned Copy of the Affidavit (As per Annexure-V)
  - (iv) Signed and Scanned Copy of Tender Acceptance Letter (As per Annexure-VI).
  - (v) Signed and Scanned Copy of Annexure-II (Terms & Conditions).
  - (vi) Signed and Scanned copy of following certificates-
    - a. Address Proof of the Establishment,
    - b. PAN No.,
    - c. GST Registration,
    - d. RC Book of offered vehicles, in case of old vehicles
    - e. Certificate of Experience, if an
    - f. Any other relevant document.

- The bidder should not indicate the rate offered in the 'Technical Bid'.

### **For Financial Bid:**

The financial bid will be submitted online in the format as given under "Financial Bid" (**Annexure-IV**). 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 PDF format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to upload the PDF file of the financial bid duly signed.

#### **4. Important Information**

(i) The bids will be opened in the office of the Assistant/Deputy Commissioner (Hqrs.), CGST Audit Commissionerate, Ludhiana, Room No. 107, GST Bhawan, F- Block, Rishi Nagar, Ludhiana – 141001 on the scheduled date and time. No further communication shall be made separately regarding dates of opening of Technical & Financial Bids unless there is any change in date or time of opening of bids.

All the interested parties/bidders may remain present in the office of Assistant/Deputy Commissioner, mentioned above at the time of opening of bids on the date and time as mentioned in the critical date sheet.

(ii) After evaluation of the technical bids, bidders will get the information regarding their eligibility/pre-qualification on website. Thereafter, an e-mail confirmation will be sent to the successful bidders which can be checked by the bidders on the portal. The financial bids of the successful bidders (found to be qualified in the technical bid) will be decrypted and opened online on the schedule date after the pre-scheduled time by the bid openers. The bidders will get the information regarding the status of their financial bid and ranking of bidders on the website.

(iii) The hard copy of the original instrument in respect of the bid security, original copy of undertaking/affidavits, self-attested copies of the certificates and other documents must be delivered to the this office on or before bid opening date/time, as mentioned in the critical date sheet. After opening of the Technical Bid, the original documents as per the requirement of e-tender document will be verified by the department. The department reserves the right to seek any document in original related to the vehicle offered for hire for the purpose of verification at any stage of the tender process.

(iv) If at any time it is noticed that any information uploaded by the bidder is incorrect or wanting, the bid is liable to be rejected. The department shall not be responsible for any legal consequences arising from such rejection of the bid.

#### **5. For legal purposes, the following documents form part of the tender:**

- (i) **Notice Inviting Tender**
- (ii) **Annexure-I** - Instructions to Bidders
- (iii) **Annexure-II** - Terms & Conditions for the NIT
- (iv) **Annexure-III** - Technical/ Qualifying Bid
- (v) **Annexure-IV**- Financial/ Price Bid
- (vi) **Annexure-V**- Undertaking by the Bidder
- (vii) **Annexure-VI** - Tender Acceptance Letter
- (viii) **Annexure-VII** - Instructions for online bid submission

**ASSISTANT COMMISSIONER (Hqrs.)**

## **ANNEXURE-II**

### **TERMS AND CONDITIONS**

- I. Relating to the vehicle and its use**
  1. The vehicles shall not be registered prior to 1<sup>st</sup> January, 2017.
  2. Vehicles to be provided for use of 25-26 days in a month and the maximum running of vehicles in a month shall be 2000 Kms. The shortfall / excess of 2000 Kms. in the month can be carried over / adjusted in the successive months in the same financial year.
  3. Maximum cap for monthly rent for hiring the vehicles shall be as per the Guidelines for the Deployment of Vehicles in the Formations under the Central Board of Excise and Customs(now CBIC) (w.e.f.) 1<sup>st</sup> December, 2017) circulated vide F.No.8/B/10(125)HRD/EMC/2017 dated 04.12.2017 by the DGHRD can be downloaded from the website - dghrdcbec.gov.in.
  4. All vehicles shall be in **white colour only**.
  5. The vehicle to be hired should be registered with Punjab Registration numbers only and should be registered as commercial vehicle.
  6. There should be at least two sets of white seat covers, towels and napkins for each vehicle. It should be changed every week. There should be an air spray in every vehicle. The items mentioned shall be made available at the cost of the owner of the agency/ firm.
  7. LPG cylinder shall not be used as fuel for running the vehicle in any case.
  8. Vehicle should carry necessary permits/ clearance from the Transport Authority or any other relevant Authority required as per law. The vehicle should also carry necessary pollution certificates issued by the relevant authority. Copy of the above certificates has to be furnished to the office concerned for which the vehicle is offered.
  9. All the vehicles shall have power windows and air bags and other safety features. Vehicles will have to be maintained in good running condition with shining body and good upholstery.
- II. Driver(s)**
  1. The driver(s) provided should be having valid driving license and clean driving record and shall not have any criminal case history
  2. The driver(s) shall have a minimum of two years' experience of driving.
  3. In case of issue of any challan for whatsoever reason by the Police/ Traffic Police, service provider shall be liable to pay the fine imposed, and bear other consequences.
  4. Driver should be at all times on duty, wear light coloured shirt, dark coloured trouser and shoes with fully covered toes. Driver should observe cleanliness and all the etiquette and protocol while performing the duty including helping in handling documents and assisting officers using the vehicle.
  5. The driver must be provided at service providers cost a mobile phone for communication with the officers. The driver shall not be allowed to use the phone while driving.
  6. Driver must not smoke or drink or use any kind of intoxicating substance or drugs, while on duty. In case of misbehavior of the driver or failure to meet any of the terms and condition, the hiring office will have discretion to ask the service provider to change the driver and the service provider shall be bound to provide a different driver immediately.
  7. In case the driver is on leave due to ill health or any function etc, the service provider shall make alternate arrangement.

### **III. Technical / Financial Bid**

1. The tenderers shall sign each page of the tender document as a token of having read and understood the terms and conditions contained therein.
2. Vehicles will be inspected after opening of the Technical bids and upon satisfaction/eligibility criteria being met, the financial bids of only those bidders who have qualified in the technical bid shall be opened and taken for consideration.
3. Utmost care may kindly be taken to upload price schedule. Any change in the format of Financial Bid/Price Bid format shall render it unfit for bidding.

Following steps may be followed:-

- (a) Download Financial Bid/Price Bid format.
- (b) Fill rates in downloaded Financial Bid/Price Bid as specified in the prescribed format Annexure IV of the Bid document. Please enter only the details as required therein and upload the same duly signed.
- (c) Offer must be without any condition, assumption, qualification, reservation or variation. Offer must be mentioned in prescribed Proforma in respect of each vehicle and each category separately.
- (d) Conditional tender offer or offer at variance from prescribed specification would be considered ineligible.
- (e) Rate shall be firm and shall not be subject to any variation or adjustment on account of any escalations throughout the execution of the contract.

**IV. Award of Bid:** The tender will be awarded for each station separately to the bidder who quotes the lowest rate for the vehicle required by the Department. At a station where the number of the vehicles required is more than one, bids shall be awarded on the basis of the lowest rate for each of the vehicle offered.

**V. Performance Security Deposit-** The successful bidder shall give Performance Security in the form of Bank Guarantee at least equal to the rate per month for the vehicles for which contract has been awarded to him in favour of the Assistant/Deputy Commissioner(Hqrs.) before execution of the contract / agreement. Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor and shall be thereafter released to the contractor. The Performance Security will be forfeited in case of unsatisfactory performance of the successful bidder.

### **VI. General**

1. The Service Provider will comply with the labour laws in force and all liabilities in this connection will be theirs. It is obligatory on the part of Service Provider that driver is paid not less than minimum wages prescribed under the Minimum Wages Act from time to time.
2. The Department shall be under no obligation, legal or otherwise, to provide any 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.
3. The responsibility for the safety and security of the vehicle shall lie solely with the Service Provider. It is also be the service provider's absolute responsibility to take care of any damage/ repairs caused to the vehicle during the period of the contract.

4. The Service Provider shall have a telephone connection working 24 hours all seven 7 days a week for contact in case of emergency. The said telephone number has to be informed to the Assistant/Deputy Commissioner concerned in writing.
5. The mileage shall be calculated from the Commissionerate office / or the Circle offices, as the case may be and will not be calculated on garage to garage basis.
6. In case the condition of vehicle is not found to be satisfactory or in case of breakdown or in case the vehicle does not report on time/ does not report at all, this office would have the right to hire a vehicle from the market and the additional cost incurred by this office will be borne by the service provider.
7. The service provider shall in, no case, lease/ transfer/ sublet/ appoint caretaker for the service rendered.
8. The billing will be done on monthly basis. The monthly bills in duplicate shall be submitted to the office of the Assistant/Deputy Commissioner (Hqrs) CGST Audit Commissionerate, Ludhiana. The department shall not make any advance payment. No GST will be paid if the operator fails to provide proof of valid GST registration and deposit the same into the government account. If the service provider is exempted from payment of GST the same should be clearly stated on the quotation, mentioning authority of such exemption.
9. Irrespective of the payment of the monthly bill amount by the department, any dues payable by the service provider including the salary of the driver, Govt. taxes etc., shall be promptly settled by the service provider, and he shall have no claim against the department for any delayed payment.
10. Once the hiring of vehicle commences, the vehicle and the driver should not be normally changed unless instructed by the hiring department. Change in the designated driver, if necessary, should be intimated in advance.
11. In case of any accident, involving the use of vehicle and / or injury etc. to the persons and driver deployed, all the claims arising out of the same shall be met by service provider and this office or any officer using the vehicle shall have no liability.
12. The hiring office reserve the rights to increase or decrease the number of vehicle hired without assigning any reason during the currency of the contractual period and in case of increase in vehicles, the service provider shall be liable to provide the vehicles at the same rate quoted by him in his bid.
13. The service provider shall provide name and addresses of the driver along with copy of driving license while submitting acceptance of offer an undertaking in respect of the good moral character of the driver and his been free from any ongoing criminal proceeding.
14. The hiring office shall be at liberty to withhold any of the payments in full or in part for default in service and / or for the loss incurred by the Department as result of theft, burglary etc or any illegal act on part of the service provider or his employee or the driver provided by him causing any loss to the hiring office whether directly or indirectly.
15. On awarding the contract, the Service Provider has to furnish with the certified copies of RC Book, the comprehensive insurance policy and copies of driving license of the driver of the vehicle.
16. The vehicle provided should be for exclusive use of the hiring office. The vehicle deployed will not be used for any commercial/ personal purpose during the contract period.
17. **Agreement:** - The successful bidder will have to execute a contract agreement with the department after the tender process on the lines of terms and conditions and the validity of contract agreement will be for a period of one year from the date specified as per the agreement. The contract can be cancelled anytime, in the event of poor



service or violation of any of the conditions stipulated in the tender document or the contract without any prior notice..

18. Apart from the service provider having to bear the costs for hiring replacement vehicle, penalty of Rs.500/- per day per vehicle shall be levied if any vehicle fails to report for duty in accordance with above terms and conditions.
19. If the specified limit of 2000 km/ month remains unutilized in a month, the same shall be carried forward to the next months and the service provider would not have any claim beyond the contract price unless the limit is exceeded in three months consecutively, in which case the service provider would be entitled to receive payment on the exceeding km on a pro rata basis on the contract price.
20. The contract for the vehicle shall be valid for a period of one year with effect from the award of tender to the successful bidder, subject to clause/(s) of terms & conditions.
21. The Department shall have the right to deploy its own driver even for the vehicles for which bids have been accepted 'with driver'. In such a case, the rate shall be reduced by an amount as stated for each station towards the charges for the driver.
22. In case of any dispute issue relating to the tender or the contract agreement, it shall be referred to be the Additional Commissioner (Hqrs), CGST Audit Commissionerate, Ludhiana whose decision shall be final, conclusive and binding.
23. Disputes arising out of the contract shall be subject to the jurisdiction of Courts of Punjab at Ludhiana.

**Assistant Commissioner (Hqrs.)**

**Annexure-III**  
**TECHNICAL BID**

**TECHNICAL/QUALIFYING BID FORM FOR TENDER** of hiring of vehicles  
by the Office of the Commissioner, CGST Audit Commissionerate, Ludhiana,  
F- Block, Rishi Nagar, Ludhiana.

1.	Name of the Bidder:	
2.	Address:	
3.	Mobile No. of the Bidder:	
4.	PAN No. :	
5.	GST No.	
6.	Details of the vehicles offered (Details of each vehicle offered are to be filled in the Table given)	Attached
	Whether the vehicles offered are as per the specifications mentioned in the Schedule to the Notice Inviting Tender	Yes/No {Please Tick one}
7.	Details of the Earnest Money Deposit: -	
	(i)Name of the Bank:	
	(ii) D. D. No. & Date:	
	(iii) Amount:	
9.	Whether self attested copy of RC Book uploaded	Yes/No {Please Tick one}
10.	Whether Affidavit in format in Annexure-V attached?	Yes/No {Please Tick one}
11.	Whether Undertaking in format in Annexure VI attached?	Yes/No {Please Tick one}

**TABLE**

<b>Sl. No.</b>	<b>Station</b>	<b>Vehicle required by the Department</b>	<b>Vehicle offered including the model by the bidder (pl. specify the vehicle from only amongst those required)</b>	<b>No. of vehicles offered</b>
1.	Amritsar	<b>Small Size* Vehicles</b> (such as Honda Amaze/Maruti Suzuki Dzire/Tata Zest/Volkswagen Ameo) and like.		White Colour with driver and with fuel
2.	Bathinda	<b>Small Size* Vehicles</b> (such as Honda Amaze/Maruti Suzuki Dzire/Tata Zest/Volkswagen Ameo) and like.		White Colour with driver and with fuel
3.	Phagwara	<b>Small Size* Vehicles</b> (such as Honda Amaze/Maruti Suzuki Dzire/Tata Zest/Volkswagen Ameo) and like.		White Colour with driver and with fuel

\*categorisation of Vehicles is as per the norms of Society of Indian Automobile Manufacturers (SIAM)

It is certified that all terms and conditions stipulated in the Tender document have been read and understood and are acceptable to me.

Date:

Name and Signature of bidder

**ANNEXURE-IV**  
**FINANCIAL/PRICE BID DOCUMENT**

<b>Tender Inviting Authority :</b> CGST Audit Commissionerate, Ludhiana					
<b>Name of Work:</b> Hiring of Vehicle					
<b>Contract No.:</b>					
<b><u>PRICE SCHEDULE</u></b>					
<b>This template must not be modified/ replaced by the bidder and the same should be uploaded after filling relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only</b>					
Sl. No.	Station	Vehicle required by the Department	Vehicle offered by the bidder including the model (pl. specify the vehicle from only amongst those required by the Department)	No. of vehicles offered	Rate per month for the vehicle offered (Rs.)
1.	Amritsar	<b>Small Size* Vehicles</b> (such as Honda Amaze/Maruti Suzuki Dzire/Tata Zest Volkswagen Ameo) and like.			
2.	Bathinda	<b>Small Size* Vehicles</b> (such as Honda Amaze/Maruti Suzuki Dzire/Tata Zest Volkswagen Ameo) and like.			
3.	Phagwara	<b>Small Size* Vehicles</b> (such as Honda Amaze/Maruti Suzuki Dzire/Tata Zest Volkswagen Ameo) and like.			

\*categorisation of Vehicles is as per the norms of Society of Indian Automobile Manufacturers (SIAM)

Notes:

1. No. of vehicles required at each station are as per the Schedule to the NIT.
2. Registration of the vehicles should not be earlier than 1<sup>st</sup> November, 2016 and should be registered as commercial vehicle.

I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

I offer to work at the rates as indicated in the Price Bid, inclusive of all applicable taxes and levies except GST.

Yours faithfully,

Signature of Authorized Representative  
(Full name and address of the Bidder)

**ANNEXURE –V**  
***(to be given on non-judicial stamp paper and attested by Public Notary )***

**AFFIDAVIT**

That I, .....aged about .... years,

Son of Shri .....

Resident of .....

do hereby solemnly affirm and state as under: -

That I am the proprietor/partner of M/s

.....

.....

2. That, I have neither been convicted of any crime nor any cognizance has been taken against me by any Court of Law for any crime till date.

3. That my Agency /firm has not been blacklisted or debarred from participating in any tender by any Central/State Government Department or Central or State Government undertaking.

4. The above statement is true to the best of my knowledge and belief.

Witness

Deponent

1.

2.

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

## ANNEXURE-VI

### TENDER ACCEPTANCE LETTER

*(To be given on Company Letter Head)*

Date:

To

The Assistant/Deputy Commissioner (Hqrs),  
CGST AuditCommissionerate,  
Ludhiana.

#### **Sub: Acceptance of Terms & Conditions of Tender.**

Tender ReferenceNo: \_\_\_\_\_

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the abovementioned 'Tender/Work' from the web site(s)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 (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 containedtherein.

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

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 sectorundertaking.

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 orremedy.

Yours faithfully,

(Signature of the Bidder, with Seal)

## **Annexure- VII**

### **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 colored (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.

**Contract Agreement**  
**(To be furnished by the successful bidder)**

**Space for Stamp**

Hired Vehicle Contract Agreement between the Assistant/Deputy Commissioner (Hqrs.), Central GST Audit Commissionerate, Ludhiana,.....  
.....

AND

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

**A. Preamble:**

This agreement is made on .....day of..... 2018) between the Assistant/Deputy Commissioner,..... (here-in-after referred to as “the office”) of the one part and M/s ..... having address ..... , of the other another part (which expression shall unless excluded by or repugnant to the context by deemed to include his in office or assigned of the other part).

**B. Whereas:**

The Assistant/Deputy Commissioner,.....has issued letter dated awarding the contract to M/s..... for providing one/two/three hired vehicle (vehicle name) on monthly basis as per term and conditions stipulated in tender documents dated... .. 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:

**Charges:**

Vehicle:.....(vehicle name) @ Rs. .... /- (excluding GST) per month for run up to 2000 Kms per month.

**Validity of the Contract agreement:**

The validity of the contract agreement will be from ..... to .....

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

**1. Subletting of Contract: -**

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

**2. Contract period:**

- (i) The period of contract will be 12 months effective from the date of entering the agreement.
- (ii) The office reserves the right to extend or reduce the contract period.
- (iii) The office can terminate the contract in case of poor performance after giving fifteen (15) days 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.

**3. 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 2 years of experience of driving. They should have valid driving license for driving passenger vehicles on hire.
- (v) Once the driver has been allotted to a particular vehicle, he should remain with the same vehicle. Any change in the designated driver should be intimated to the Assistant/Deputy Commissioner concerned well in advance.
- (vi) The driver should be provided with a mobile phone which should not be switched off mode at any point of time.
- (vii) 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.
- (viii) The driver should not be addicted.
- (ix) The driver should be ready/prepared for outstation journeys at short notice.

**4. Billing and Payment: -**

- (i) The billing will be done on monthly basis. The monthly bills, in duplicate, shall be submitted to the office concerned within 1<sup>st</sup> week of every subsequent month. Non-submission of the bill beyond 1<sup>st</sup> week of every month without justification would not be entertained and it would be presumed that bidder has no claim for payment.
- (ii) The department will not make any advance payment.

**5. Penalty: -**

A penalty of Rs. 500/- only per vehicle will be levied if any vehicle or driver or agency / firm fail to meet effective terms and conditions on any day.

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

- (i) The vehicles will be in run for office use upto 25-26 days in a month.
- (ii) The vehicles will be deemed to be at the disposal of the office 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 subject to overall limit of 25-26 days in a month.
- (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 fulfill the legal obligations prescribed by the State Transport Authority like payment of road tax, etc. All requirements under various statutory laws must be complied with. Any default will be liability of the contractor and this department shall not be liable in any matter whatsoever. In case of any accident or any other contingency, any claim arising out of it shall be borne by the contractor only and no claim whatsoever shall be borne by the office.

(vii) Insurance of the vehicles and the risk of passengers 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.

(ix) Vehicle must be kept clean, odour free, in excellent condition, mechanically fit, suitable for official use and should not be older than 2016 model on the date of the tender notice.

**7. 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 Ludhiana will be final and binding.

In respect of any Terms and Conditions, if anything is missing, the provisions of tender documents will prevail.

**E. Applicable Law:**

The contract shall be interpreted in accordance with the Indian Laws.

**F. Notice:**

Any notice by one party to other pursuant to the contract shall be sent in writing or by telegram or telex / cable / fax and confirmed in writing to the address specified for that purpose in the contract.

A notice shall be effective when delivered or on the notices effective date, whichever is earlier.

For and on behalf of Assistant/DeputyCommissioner .....	For and on behalf of  M/s .....
(Signature)	(Signature) Mr.....

Witness

Witness

Signature:

Signature: