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24 APR 2017

OFFICE OF THE ASSISTANT COMMISSIONER OF CENTRAL EXCISE, AND
SERVICE TAX: DINDIGUL- I DIVISION,
POST BOX NO. 47, DOOR NO.68, NEHRUJI NAGAR,
R.M. COLONY ROAD, DINDIGUL- 624 001.
Office Phone No.0451-2427 513 Fax No.0451-2427522

C.No . I / 07 / 01 / 2016

Dated: 21.04.2017

To
The Commissioner of Central Excise,
Computer Section,
Headquarters office,
Madurai - 2,

Sir,

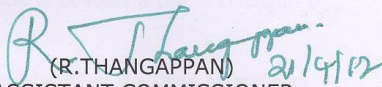
Sub :- Notice inviting tender for hiring of vehicle for Departmental use
Display requested - Reg.

Please find enclosed herewith a copy of Tender Notice to be published In
our Official Website on 24.04.2017.

2. The required "e.mail " message has also been sent in this regard.

Yours faithfully

Encl: As above


(R.THANGAPPAN) 21/4/17
ASSISTANT COMMISSIONER

Copy to:
The Public Relations Officer,
Hqrs. Office, Madurai, For information.



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NOTICE INVITING TENDER FOR HIRING OF VEHICLE FOR DEPARTMENTAL USE:

The Assistant Commissioner of Central Excise, Dindigul-I Division invites sealed tenders from prospective contractors (service providers) with good track record in the field of rent-a-cab service for providing 1 vehicle not older than 2014 model for departmental use at Dindigul - I Division. Completed sealed tenders along with the EMD of Rs.2500/- (Rupees Two Thousand Five Hundred only) in the form of Demand Draft favoring the "Assistant Commissioner of Central Excise, Dindigul -I Division, Dindigul", will be received up-to **04.00PM on 28.04.2017** and the same will be opened at **05.00 pm on 01.05.2017** in the presence of the bidders. Tender documents are available in our website <http://centralexcisemadurai.tn.nic.in/> from **24.04.2017**.

(Please specify the type of vehicle such as Ambassador, Indigo, Swift, Indica etc.,)

I.SCOPE OF WORK

- 1. Service :** Provision of above mentioned vehicle with licensed driver registered as Cabs on hire basis for running within the jurisdiction of Tamilnadu .
- 2. Period of contract :** The contract will be valid for a period of one year from the date of issue of the work order which may be extended for a further period of one year with the same terms and conditions for a maximum period of 3 years in total, subject to the satisfaction over the performance of service.
- 3. Quantity :** Estimated number of vehicle to be hired is one at Dindigul- I Division.
- 4. Duty Hours and Usage :** The vehicles are normally required at call on 24 x 7 days. No minimum usage is guaranteed by the department. However, the vehicle will be used for a maximum of 2000 Kms per month.
- 5. Notice period :** i) The Vehicle shall be made available on call. ii) Telephonic intimation shall be considered as notice.
- 6. Reporting place :** Office of the Assistant Commissioner of Central Excise, Dindigul I Division. No.68. Nehruji Nagar R.M. Colony Road, Dindigul-624 001
- 7. 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.
- 8. Accuracy of meters:** The meter reading should tally with the actual distance of run at any instant authorized officer shall have full power to check up the meter for is Running. The operator of the cab shall have alternative vehicle to provide at agencies, he shall furnish the vehicle one of the copy of RC with the owner's consent letter.

9. Penalties :

- i) In case of break down, vehicles have to be replaced by other commercial vehicles within reasonable time. In case of failure to provide a suitable vehicle a penalty up to Rs.100/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
- ii) In case of non-availability of vehicles for any particular day penalty of Rs. 200/- per day shall be imposed.
- iii) 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 of which meter was found faulty shall not be taken back for duty.**

10. Special Requirements:

Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 Hrs. Telephone No. must be specified in the bid.

- i) No vehicles should be supplied having registration in the name of employee of Central Government or close relative.
- ii) Payment of Government tax / duty or other charges for plying the vehicles shall be liability of contractor, except parking, however, toll tax for outstation journey will be paid by the department.

11. Contractor has to ensure that vehicles supplied are in good condition and kept clean.

12. Bill for total Kilometers run during a month shall be submitted before 5th of the next month and payment will be made within 10 days of submission of the bill.

13. Successful bidder shall be required to enter into an agreement with the Commissioner of Central Excise, Madurai for supply of vehicles for the required period.

II. INSTRUCTIONS TO BIDDERS

1. Eligibility Conditions :

- a) The Bidder shall have experience in the field at Dindigul.
- b) The vehicle provided shall be in good condition and not older than 2 years.
- c) The vehicle shall be free – hold without any outstanding dues and the original RC shall be with the department, if the vehicle is of more than 2 years old

2. 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.

3.

3.1 Bid document includes:

- a) Notice inviting Tender
- b) Scope of Work
- c) Instruction of bidder
- d) Conditions of contract
- e) Bid form
- f) Price Schedule
- g) Letter of authorization to attend bid opening.

3.2 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. Price BID:

i)The supplier shall quote as per price schedule for all types of vehicles give in the schedule of requirement separately.

ii)The price quoted by the bidder shall remain fixed during entire period of contract and shall not be subject to variation on any account except the one referred to in Pare 7.8 of other conditions. A bid submitted with an adjustable price quotation will strictly be treated as non-responsive and rejected.

iii) Discount or extra charge, if any, mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

5. EARNEST MONEY DEPOSIT (EMD) :

5.1 The bidder shall furnish as part of his bid an EMD in favour of " The Assistant Commissioner of Central Excise, Dindigul -I Division, Dindigul", in form of Demand Draft for an amount of Rs.2500/- (Rupees Two Thousand Five Hundred only).

5.2 The bid security is required to protect the Department against the risk of bidder's conduct, which would warrant the security's forfeiture.

5.3 The EMD amount of Rs.2500/- of the successful bidder will be retained by the Department as Security Deposit and the amount of unsuccessful bidders will be refunded.

6. FORMAT AND SIGNING OF BID :

- 6.1 The bids should be submitted duly sealed and addressed to **The Assistant Commissioner of Central Excise, No.68, Nehruji Nagar. R.M. Colony Road, Dindigul-624 001 and sent by Registered post or delivered in person so as to reach the office on or before 04.00.PM. of due date** on the above mentioned address. The inner and outer cover shall be superscribed

"TENDER FOR HIRING VEHICLE AT DINDIGUL — I DIVISION.

- 6.2 Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder unopened.

7. BID OPENING :

Bid will be opened at the **0/0 The Assistant Commissioner of Central Excise, No.68, Nehruji Nagar R.M. Colony Road, Dindigul - 624 001 on 28 .04.2017 at 5.00 p.m.** 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.

8. EVALUATION :

8.1 A Committee formed by The Assistant Commissioner of Central Excise, Dindigul-I Division shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order. The committee shall evaluate the bids and finalize.

8.2 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.

9. 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 successful bidder shall within 10 days of issue of Letter of Intent, give his acceptance in conformity with the bid document. The Department reserves the right to counter offers price(s) against price(s) quoted by any bidder.

10. SIGNING OF CONTRACT:

10.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.

11. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of clause 10 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which Department may make the award to any other bidder at the discretion of Department or call for new bids.

12. PERIOD OF VALIDITY OF BIDS:

i) The bid shall remain valid for 30 days after the date of opening of bids. A bid valid for shorter period shall be rejected by the Department as non-responsive.

ii) A bidder accepting the request of the Department for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid to discharge of the department.

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 EMD amount of Rs.2500/- deposited by the successful bidder will be retained by the Department as Performance security

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.

3. PAYMENT TERMS:

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. Every bill shall be settled within 10 days of submission.

4. TERMINATION OF CONTRACT:

4.1 The Assistant Commissioner of Central Excise, Dindigul I Division may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

4.2 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.

4.3 If the contractor fails to perform any other obligation(s) under the contract.

4.4 The department may 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. FORCE MAJEURE:

6.1 If any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by any reason of any war, or hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (herein after referred as events) provided notice of happenings, if any such eventuality is given by either party to the - -- within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of departments as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or party of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

7. OTHER CONDITIONS:

7.1 The vehicle should be in very good condition. The vehicle should have insurance cover for third party risks. **The contractor shall make the vehicle available for departmental use at very short notice (say 30 minutes) at any time of the day with full tank of fuel. The driver of the vehicle should be able to fill sufficient fuel. in case of necessity emergency.**

7.2 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.

7.3 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.

7.4 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 the contractor.

7.5 Whenever vehicle is required for outstation journey empanelled transporter will be bound to provide the vehicle for outstation journey. Night charges for the outstation journey, if any, shall be paid by the department.

7.6 In the event of any eligible bidder not agreeing to supply the vehicles or not being considered by the department for ordering the vehicle inters ranking of the bidders below the aforesaid bidder will be recast to give the vacated slot this will be done to ensure that the number of bidders supplying vehicle remains same as earlier.

7.7 The bidder has to ensure accuracy of meter in the vehicle supplied to the Department. The Department has the right to get the accuracy of the meter checked by any of its officer or through any external agency. Cost for check of the meter, if any, shall be borne by the contractor.

7.8 Price variation, if any, on account of fluctuation of fuel price or any other Factors shall not be entertainment and rate agreed at the time of signing the contract based on quotation furnished in the bid, shall be fuel

BID FORM

Tender No.

A: (Name & Address of the Bidder)

Dear Sir,

1. We, undersigned, offer to provide vehicles in conformity with the conditions of contract and specifications for the sum shown in schedule of prices attached herewith and made part of this bid.

2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.

3. If our Bid is accepted, we agree that our EMD amount of Rs.2500/- may be retained by the Department as Performance Security in their account.

4. We agree to abide by this Bid for a period of 30 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

5. Until an agreement is signed and executed, Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent and replacement we have submitted EMD of Rs.2500/- in the form of DD in favour of the **"ASSISTANT COMMISSIONER OF CENTRAL EXCISE, DINDIGUL - I DIVISION, DINDIGUL"**.

7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this _____ Day of _____ 2017.

Signature of

In Capacity of

Duly authorized to sign the bid for an on behalf of _____

Witness _____

Address _____

Signature.

(Please specify the type of vehicle such as Ambassador, Indigo, Swift, Tata Indica.,)