



Centre of Excellence
National Academy of Customs, Indirect Taxes & Narcotics
3rd Floor, Tower 3&4, NBCC Plaza, Sector 5,
PushpVihar, Saket, New Delhi – 110 017
Ph : 011-29563644 ; Fax : 011-29563902 ; e-mail : coe-cbec@gov.in

IX-Admn/NACEN/CoE/9/2/2019

Dated:29 .03.2019

NOTICE INVITING e-TENDER FOR HIRING OF VEHICLES

The Office of Principal Additional Director General, Centre of Excellence, National Academy of Customs, Indirect Taxes & Narcotics, , PushpVihar, Sector-5, Saket, New Delhi invites e-tender quotations from reputed service providers engaged in Tour & Travels Agencies for Hiring of vehicles on monthly basis for official use Office of Principal Additional Director General, Centre of Excellence, National Academy of Customs, Indirect Taxes & Narcotics, , PushpVihar, Sector-5, Saket, New Delhi for the year 2019-20. The rates are to be quoted per month basis.

1. Bid Submission:

- i. Bids shall be submitted as per two bid systems i.e. Technical and Financial bid separately in two different sealed envelopes in the Annexure attached to the documents.
- ii. Not more than one tender shall be submitted by one or more service provider having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable for rejection.
- iii. Tenderer who has downloaded the tender from the CBIC website shall not tamper/modify the tender form in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with this Office.
- v. Intending tenderer are advised to visit again the CBIC website regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
- vi. The rates shall be quoted in Indian Rupees only.
- vii. 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.

- viii. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
- ix. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

For further details, Prakash V. S. Meena, Deputy Director may be contacted at 011-29563901.

NOTE: The Department reserves the right to postpone the date of opening or to accept or reject any or all the bids, without assigning any reasons.

-s/d-

(PRAKASH V. S. MEENA)

DEPUTY DIRECTOR

Copy to:

1. The DG, NACIN, Sector-29, Faridabad.
2. The Additional Director, CoE, NACIN, Saket, New Delhi.
3. The DDO, CoE, NACIN Saket, New Delhi



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Dated 29 .03.2019

TENDER DOCUMENT

E-Tender/Bids are invited from reputed service providers engaged in Tour & Travels Agencies for Hiring of vehicles on monthly basis for using as Operational vehicles and Staff Vehicles for Office of the National Academy of Customs, Indirect Taxes & Narcotics, Centre of Excellence, PushpVihar, Sector-5, Saket, New Delhi **for a period of 12 (Twelve) Months from 01.05.2019 to 30.04.2020.**

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(Signature of bidder)

ANNEXURE –I

TERMS AND CONDITIONS

I. Tender Process and submission of tender documents:-

1. The bid / tender will consist of two parts – The e-tender/ bid documents for “Technical bid” in the proforma prescribed in Annexure – A and for the “Financial Bid” in the proforma prescribed in Annexure – B shall be completed in all aspects and are to be submitted and addressed to “**The Deputy Director, National Academy of Customs, Indirect Taxes & Narcotics (NACIN), Centre of Excellence 3rd Floor, Tower 3 & 4, NBCC Plaza, Saket, New Delhi – 110017**” super-scribed with the words, “TENDER FOR HIRING OF VEHICLES”.
2. The tenders shall sign and stamp each page of the tender document as a token of having read and understood the terms and conditions contained therein.
3. The tenders/ quotations received unsigned/ incomplete shall be summarily rejected. The financial bids of those bidders who have qualified in the technical bid only shall be opened and taken for consideration. The Financial Bid of the bidders who do not qualify in technical bid will not be considered and opened.
4. All information sought under Terms and Conditions and other information is to be given in Technical Bid while the price quoted by them will be mentioned only in the Financial Bid.
5. **The tender documents must be submitted before 15.00 Hrs on 18.04.2019.** The documents received incomplete and / or filed after the due date & time shall not be accepted.
The Tender shall be opened on 22.04.2019 at 15.00 hrs.
6. The financial bids of only those parties whose Technical Bids are found to be eligible will be opened and considered.
7. The Department reserves the right to accept or reject any or all tenders without assigning any reason. In case of any dispute of any kind and in respect of whatsoever, the decision of the ADG, NACIN, COE will be final and binding.

II. Terms and Conditions:-

1. The Bidder should be able to provide the vehicle as requisitioned. Type and number of Vehicle are:-

S.No.	Category of vehicle	Kilo-meters up to which the vehicle will run in a month	No. of days during which the vehicle will run in a month	Period of Contract
1	01 (One) Staff Car Maruti Ciaz/Hyundai Verna 1.6/ Hyundai Creta/or its equivalent (A-3 Segment) (Mid Size Car)	Up to 2500Kms	At an average of 30/31 days, including Saturday, Sundays, and other public holidays.	One year w.e.f. 01.05.2019 to 30.04.2020.
2	03 (Three) Mid Sized Vehicles Honda City/ Maruti Ciaz/Hyundai Verna 1.6, Hyundai Creta or its equivalent	Up to 2500Kms	At an average of 30/31 days, including Saturday, Sundays, and other public holidays.	One year w.e.f. 01.05.2019 to 30.04.2020.
3	02 (Two) Small sized Vehicles Maruti Suzuki Dzire/ Honda Amaze/Hyundai Accent or similar segment vehicle. (A-2 Segment)	Up to 2000Kms	At an average of 25 days, including Saturday, and other public holidays.	One year w.e.f. 01.05.2019 to 30.04.2020.

2. The contract for the vehicle shall be valid for a period of 12 Months with effect from 01.05.2019 to 30.04.2020, subject to clause/(s) of terms & conditions.
3. Vehicles should not be more than 3 years old.
4. The Service Provider preferably be based in Delhi for operational conveniences.
5. Vehicle should be kept in perfect running condition with shining body and good upholstery. The vehicle is to be fitted with appropriate seat belts and safety air bags. The vehicle should be always kept in a neat and clean condition.
6. The vehicle to be hired should conform to the relevant Motor Vehicle Act/ Rules and be in perfect running/ mechanical condition. The vehicle should be registered with Delhi/NCR

Registration numbers only. Tendered would have to provide the registration number of the vehicle along with the copy thereof.

7. 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.

8. The driver should have valid driving license and clean driving record, with a minimum of five (5) years experience. Their antecedents should be duly verified by Police authorities, at the instance of the Service Provider. The deployed vehicle should not be changed ordinarily and in exceptional circumstances change of the vehicle could be made with prior consent.

9. The driver of the vehicle provided must follow traffic rules and all other regulations prescribed by the Government from time-to-time. 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.

10. Driver should wear white shirt, white trouser and black shoes. Driver should observe cleanliness and all the etiquette and protocol while performing the duty. The driver must carry a mobile phone in working condition, for which, no separate payment shall be made by this Office. The driver deployed shall not use the mobile phone while driving the vehicle.

11. The driver should be well conversant with roads and routes of Delhi/NCR and suburbs. The operation and functions of the driver shall be governed as per the Motor Vehicle Act and Rules.

12. The vehicle should display at a conspicuous place the following: “in case of irresponsible/ rash driving or exceeding speed limit prescribed on a particular stretch of road, you may complain to the owner of the vehicle (name of the owner, Telephone and Mobile No. should be displayed).” All such complaints should be probed into by the owner of the vehicle and action taken against the erring Driver, if found guilty, under intimation to the Department.

13. An affidavit in prescribed Proforma i.e. Annexure- C regarding non- blacklisting or non-convicting by any court of law is to be duly submitted in respect of each vehicle separately.

14. The vehicle will be required to run for upto 2500Kms for 30/31 days every month, including Saturday/Sunday and Gazetted holidays as per the requirement. The vehicle would be utilized for 12 hours daily (normally from 800hrs to 2000hrs). However, depending upon the exigency of the official work, utilization may be extend beyond the said period without any notice to the tenderer.

15. Earnest Money Deposit (EMD)/ Performance Security Deposit

i) Rate/ bid/ offer must be without any condition, assumption, qualification reservation or variation. Rate/ bid/ offer must be mentioned in prescribed proforma in figures and in words. In case of any discrepancy, rates quoted in words will prevail. Conditional tender offer or offer at variance from prescribed specification would be ineligible to compete for the tender. Prices and price components shall be firm and shall not be subject to any price variation or adjustment on account of any price escalations throughout the execution of the contract.

16. 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. Police verification in this regard should be submitted to this office within 15 days of awarding of contract.

ii) The rates quoted should be exclusive of GST. All taxes, fees, levies, Insurance Charges etc. other than GST would be borne by the Service Provider.

iii) The service provider shall make refundable Earnest Money Deposit/Bid Security of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft from any Nationalized Bank / Scheduled Bank drawn in favour of "DDO, NACIN, COE" on or before **the bid submission last date i.e. 18.04.2019 before 15.00 hours**. Qualifying bids without Earnest Money Deposit will be rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit.

iv) The successful bidder shall give performance security in the form of Bank Guarantee in prescribed proforma i.e Annexure –D issued by a Nationalized Bank amounting to 5% of the total annual contract value as specified in the bid documents, in respect of all 6 vehicles before execution of the contract/agreement in respect of each vehicle separately. Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor.

v) The Performance Security will be forfeited in case of unsatisfactory performance of the successful bidder. The decision of the Principal ADG, NACIN, COE on this account will be final and binding on successful bidder.

vi) The EMD of the successful bidder will be refunded only after the remittance of security deposit in the manner as aforesaid. Till such time, the earnest money shall retain its character, as such, till the successful bidder furnishes the security deposit.

17. **Rates:**

(i) Rate / bid / offer must be without any condition, assumption, qualification, reservation or variation. Rate / bid / offer must be mentioned in prescribed Proforma in figures in respect of each vehicle and each category separately. Conditional tender offer or offer at variance from prescribed specification would be ineligible to compete for the tender. Prices and price components shall be firm and shall not be subject to any price variation or adjustment on account of any price escalations throughout the execution of the contract.

(ii) Contracted hire charges include all charges, viz. charges of driver, repairs and parking, maintenance of vehicle, insurance, all taxes as per Motor Vehicle Act / State Government / Central Government, petrol / diesel, oil and also any other incidental expenses in running and maintenance of vehicle and penalty / fine etc.

18. The Service Provider will comply with the labour laws in force and all liabilities in this connection will be theirs.

19. 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.

20. The Department will not be under any 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, The Department shall not be responsible financially or otherwise for any injury to the vehicle or driver or person deployed by the Service Provider during the course of agreement.

21. The contract between the Principal ADG, NACIN, COE and the Service Provider can be cancelled after a prior notice of one month from either side, in the event of poor service or violation of any of the conditions stipulated.

22. The responsibility for the safety and security of the operational vehicle provider solely lies with the Service Provider. It is also the service Provider's absolute responsibility to take care of any damage/ repairs caused to his operational vehicle during the period of the contract.

23. Operational Vehicle should be arranged even at short notice. The vehicle shall be deemed to be at the disposal of the Office of the Principal ADG, NACIN, COE for all the days of the month, seven days a week.

24. The Service Provider shall have a telephone connection working 24 hours 7 days for contacting the Service Provider in case of needs and emergency and the said telephone number has to be informed to Office of the Principal ADG, NACIN, COE.

25. A daily record indicating time and mileage for each vehicle shall be maintained. Vehicles will run on zero mileage basis. The calculation of mileage shall be from the reporting point to relieving point and will not be calculated on garage to garage basis.
26. Any person in government service or an employee of the department is not eligible to participate in this Tender process.
27. Vehicle should be comprehensively insured and should carry necessary permits/clearance from the Transport Authority or any other concerned Authority. The vehicle should also carry necessary pollution certificates issued by the competent authority. Copy of the above certificates has to be furnished to the Office of the Principal ADG, NACIN, COE.
28. LPG Cylinder shall not be used as fuel for running the vehicle in any case.
29. In case the condition of vehicle is not found to be satisfactory, they shall be returned for immediate replacement. In case no replacement is provided on time, this Office has the right to hire a vehicle from the market and the additional cost incurred by this Office will be borne by the service provider.
30. The service Provider shall in, no case, lease/ transfer/ sublet/ appoint care taker for the service rendered.
31. 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. The Principal ADG, NACIN, COE, reserves the right to check from the jurisdictional Assistant/ Deputy Commissioner of Goods & Service Tax, the authenticity of such information.
32. Applicable TDS amount will be deducted from the total bill amount.
33. The Principal ADG, NACIN, COE, reserves the right to reject all or any of the offers or accept more than one offer or terminate the order without assigning any reason thereof.
34. The billing will be done on monthly basis. The monthly bills in duplicate shall be submitted to the concerned vehicle in-charge on the last date of the corresponding month or at the earliest. Non-submission of the bill beyond 1st week of every month without justification would not be entertained and it would be presumed that bidder has no claim for payment. The department will not make any advance payment.
35. Irrespective of the receipt of the Monthly bill amount from the Principal ADG, NACIN, COE any dues payable relating to the services rendered including the salary of the

Driver, Govt. taxes etc., shall be promptly settled by the Service Provider without any default, before 10th of succeeding month.

36. The Service Providers shall be responsible for timely payment of all the Government / local taxes and dues in respect of the hired vehicle.

37. Once the hiring of vehicle commences, the vehicle and the driver should not be changed unless instructed by the PrincipalADG, NACIN, COE. Any change in the designated driver should be intimated well in advance before such change is affected. The vehicle must be available at any time as desired by this office.

38. The PrincipalADG, NACIN, COE shall be liable to pay only the monthly hiring charges. Other liabilities viz. monthly charges of driver, repair and maintenance of vehicle, insurance, petrol/ diesel, oil and any other incidental expenses etc. shall be borne by the Service Provider.

39. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the Service Provider to provide a substitute vehicle/ replacement immediately. In case the vehicle does not report on time/ does not report at all, the customer 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.

40. 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 PrincipalADG, NACIN, COE shall have no liability whatsoever in this regard.

41. The Service Provider shall be solely responsible for payment of wages/ salaries, other benefits, allowances to driver deployed and all other statutory / other dues payable as per Central / State Government/ Municipality rate etc. other laws etc. as applicable to personnel deployed that might be applicable under any Act or order of the Government. Office of the PrincipalADG, NACIN, COE shall have no liability whatsoever in the regard.

42. No increase on rate due to the escalation cost due to whatsoever factors would be permitted during the period of contract.

43. Office of the PrincipalADG, NACIN, COE reserve the rights to increase or decrease the number of vehicle hired without assigning any reasons to the Service Provider during the currency of the contractual period.

44. Driver must not smoke or drink (liquor or intoxicated), while on duty. In case of misbehavior of the driver or failure to meet any or the agreed/ accepted terms and condition,

Office of the PrincipalADG, NACIN, COE will have discretion on the continuance of the contracted driver. Vehicle must be parked at office Premises at office hours.

45. The Service Provider shall provide name & addresses of the driver along with driving license number and copy thereof while submitting acceptance of offer.

46. The Service Provider shall ensure that speedometer and odometer (for measuring distance covered) of vehicle supplied are properly sealed so that no tampering is done with a view to inflate distance travelled. The authorized officers of Office of the PrincipalADG, NACIN, COE would carry out surprise checks of speedometer and odometer of the vehicle. If found defective, it should be got fitted from authorized workshop and cost thereof will be recovered from the Service provider.

47. Office of the PrincipalADG, NACIN, COE 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.

48. Vehicle should be always with full tank of fuels. In case of breakdown, immediate arrangement of the vehicle shall be made by the supplier with their own cost.

49. In case of any dispute of any kind, in any respect whatsoever, the decision of the Principal ADG, NACIN, COE, shall be final and binding.

50. On awarding the contract, the Service Provider has to furnish this office with the certified copies of RC Book, the comprehensive insurance policy and copies of driving license of the driver of the vehicle.

51. The Service Provider and his driver shall be bound to carry out the instructions of the Office of the PrincipalADG, NACIN, COE as well as any of the Officers assigned to use the vehicle.

52. The vehicle provided should be of exclusive use of Office of the Principal ADG, NACIN, COE. The vehicle to be deployed will not be used for any other commercial/ personal purpose or any other purpose by the Service Provider.

53 Agreement: - (i) The successful bidder will have to execute a contract agreement as per Annexure - E with the department and the validity of contract agreement will be for a period of one year from the date specified as per the agreement.

54. A penalty of Rs.500/- per day per vehicle shall be levied if any vehicle fails to meet the above terms and conditions.

55. The vehicle must be available at any time of any day on 24 X 7 basis, subject to maximum number of days per month from which the vehicle is hire, as desired by the department.

56. Any matter during the period of this agreement, which has not been specifically covered by this agreement, shall be decided by the Office of the PrincipalADG, NACIN, COE, whose decision shall be final and conclusive.

57. The usage of the vehicle will be for a maximum period of 30/31 for all the vehicle per month subject to maximum of 2500 Kms per month respectively as the case may be.**If the specified kilometers remain unutilized in a month, the same shall be carried forward to the next months on first in first out basis.**

58. No additional terms and conditions over and above the conditions stipulated above shall be entertained by the Office of the Principal ADG, NACIN, COE.

59. Any other dispute arising out of the contract will be subject to the jurisdiction of Courts of Delhi.

-s/d-

(PRAKASH V.S. MEENA)
DEPUTY DIRECTOR

TECHNICAL BID**Annexure-A**

1.	Name of the Bidder:		
2.	Address:		
3.	Mobile no. of the Bidder:		
4.	Proof of Experience in providing of vehicles in government department.		
5.	Details/ documentary proof for providing of vehicle in various organizations		
6.	PAN No. (enclose self attested copy of proof):		
7.	GST Registration no. (enclose self attested copy of proof):		
8.	Copy of ITR for the last 3 years enclosed		
9.	Name of the Vehicle:		
10.	Details of the Earnest Money:-		
	(i) Name of the Bank:		
	(ii) D. D. No. & Date:		
	(iii) Amount:		
	(iv) In case of Exemption(supporting documents enclosed):		
11	Model and year of manufacture of Vehicle.	Vehicle model	Year of manufacture
12.	Details of all 6 vehicles to be provided with copy of RC for each vehicle (enclose self attested copy of proof)		
13.	Kms run by the vehicle upto date of filing of tender.		
14.	Whether blacklisted by any Central / state Government or Central / State Government under takings? If blacklisted, indicate details. (submit the affidavit about non-blacklisting in prescribed format)		
15.	Whether convicted any court of law? If convicted, indicate details and enclosed a self attested copy of the court's order.		

It is certified that all terms and conditions stipulated in the tender document is acceptable.

Date:

Name and Signature of the bidder with seal

(All details & relevant copies have to be filled and signed copy has to be submitted as part of Technical Bid Envelope)