

NOTICE INVITING TENDER FOR HIRING OF VEHICLES

1. The cost of the tender document is Rs. 500/- and the same can be purchased from the office of Excise and Taxation Commissioner, Bhupindra Road, Patiala by making a payment in the form of Demand Draft/Banker's Cheque drawn in favor of Taxation Commissioner, Punjab payable at Patiala. The Tender Document can also be downloaded from the website of the department www.taxation.punjab.gov.in. 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 EMD/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 favor of the 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 Taxation Commissioner, Punjab or any other Authority designated by Taxation Commissioner, Punjab 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 to 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 favor of the Taxation Commissioner, Punjab payable at Patiala within 7 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 vehicles within a period of one week from the date of signing of the contract. If the successful bidder fails to provide vehicles within a period of one week from the date of signing of the contract, Competent Authority shall appropriate the Performance Security deposited by the said bidder 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 with the concurrence of the Competent Authority.
7. The tenders are to be submitted in the following manner:
 - A) Envelope No. 1 (Technical Bid) should contain the following:

- i) Demand Draft/ Banker Cheque of Rs. 500/- in case the Tender Document is downloaded from the website.
 - ii) EMD/Bid Security as stated in the Terms and conditions of the notice inviting Tender.
 - 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 checklist.
 - v) Photocopy of the Tender Document with each page duly signed by the bidder or authorized signatory of the bidder.
 - vi) Undertaking in the prescribed Performa, in case the vehicle is yet to be purchased.
- B) Envelope No. 2 (Financial Bid) should contain the following:
- i) The envelope should be marked as 'Financial Bid' and will contain Annexure-(iii) i.e. The Financial Bid Performa.
- C) Envelope No. 3 (Master Envelope) should contain the following:
- This envelope should be marked as '**Tender for Hiring of Vehicles**' and will contain Envelop No. 1 and 2. Each Envelopes should be separately sealed.
- D) The duly filled up Tender Documents should be delivered in the office of Excise and Taxation Commissioner, Punjab Bhupindra Road Patiala, before **2:00PM on 21-03-2023**.
8. **Technical Bid:** The technical bid should be submitted in form given in Annexure-(ii) along with the requisite Bankers Cheque/Demand Draft and along with registration particulars, copy of PAN Number issued in the favor of the applicant, full details of the numbers of vehicles registered in the name of the applicant and other information sought for in Annexure-(ii), undertaking in case the vehicle is yet to be purchased and other documents required.
 9. **Financial Bid:** The monthly Cash Consideration amount as quoted in the Financial Bid is Minimum guaranteed payment, which will be paid to the Bidder per month irrespective of the mileage operated by the vehicle subject to the maximum 2000 K.M. per month. The applicable rate of rent of the vehicles shall be made as per decision taken by the Department of Transport, Govt. of Punjab in this regard.
 10. In case the applicant is asked to operate the vehicles over and above the ceiling fixed in clause 9 above, a payment subject to a maximum of Rs.10 per KM will be paid for the vehicle subject to maximum 350 KM extra per month. Apart from above any outstation journey where duty exceeds 12 hours in day, an allowance of Rs.200 per day will be paid to the driver. The Taxation Commissioner, Punjab, Patiala on production of bills / slips, shall pay toll and parking charges.
 11. That the unutilized mileage kilometer will be carried forward to the next month and thus will be continued till the end of one year.

12. The applicant will be allowed four off days in a month, preferably Saturday or Sunday or as desired by the Competent Authority for ensuring proper maintenance and upkeep of the vehicles. It is the responsibility of the applicant to ensure proper upkeep of the vehicles including cleanliness and in case the applicant fails to provide a vehicle or substitute vehicle in place of defective/breakdown vehicle or for dereliction of duty on the part of the driver, the contractor will have to compensate the department for an amount equal to the hiring charges incurred by the authority for hiring similar category of vehicle from some other agency.
13. The Contractor shall ensure that the vehicles provided should not be more than two years old or run more than 1,00,000 K.M. (whichever is earlier). Preference will be given to BS-VI vehicles.
14. The drivers should display their driving License prominently on the dash board of the vehicle as now mandated for all taxis. Driver should always have their mobile phones in on mode.
15. The Contractor shall ensure that the vehicles have valid papers including RC book etc. and the drivers are in possession of a valid License during the period of the contract.
16. The vehicles provided by the contractor must have valid permit for running on hire. It should be insured as per existing laws and rules at all firms. The insurance charges, license charges for running on hire, road tax etc. will not be borne or reimbursed by Taxation Commissioner, Punjab, Patiala. However, toll taxes, if the Contractor will reimburse any on producing vouchers.
17. The Contractor shall ensure the compliance and depositing of all taxes including Motor Vehicle Tax, etc. including any taxes imposed in future also. However, GST, if any payable, shall be paid by the Bidder and the same shall be reimbursed to him on actual basis. In case the vehicles are yet to be purchased the tenderer will have to submit undertaking in the prescribed Performa. The payment of monthly bills of that vehicle will only be made after the submission of all required documents as per check-list.
18. The vehicles shall be for the exclusive use of Taxation Commissioner, Punjab, Patiala during the period of the contract with Taxation Commissioner, Punjab, Patiala, the vehicles shall not be used by the contractor for any other purpose, such as plying for other parties or for personal use etc.
19. That during the period of contract, the vehicles shall be at the disposal of the Taxation Commissioner, Punjab, Patiala for whole period. The vehicles can be called at any time. The vehicles would remain at the disposal of the Taxation Commissioner, Punjab, Patiala for all seven days in a week during the entire contract period. The vehicles should not be used by the contractor for any other organization or individual either during day or night during the entire contract period.
20. The requirement of the vehicles can be increased or decreased without assigning any reason.
21. The Vehicles will be required for the offices situated in Punjab and Chandigarh.

22. The contractor can apply for any numbers of vehicles.
23. The Contractor shall be responsible for and indemnify Taxation Commissioner, Punjab, Patiala /Govt. for any loss, damage and legal actions and cost/compensation/charges/fines/claims owing to violation of any traffic rules, accident or any other eventuality arising out of the hiring of such vehicle. Under no circumstances any such responsibilities/claims can be transferred to the Govt./Department/ Taxation Commissioner, Punjab, Patiala.
24. As a component of the hiring of the vehicles, the Contractor will provide the vehicles with the driver and all expenses related to salary and allowance of the driver, over time payment, maintenance of vehicles, insurance, petrol, diesel oils, or any expenditure related or incidental to the vehicles and the driver will be borne by the contractor. Taxation Commissioner, Punjab, Patiala will pay only hire charges for the vehicles.
25. That all legal obligations in respect of the vehicles i.e. insurance, Road Tax, Permit/registration and permission etc. and salary etc. in respect of the driver will be the sole responsibility of the contractor.
26. That in the event of emergency breakdown of a vehicle or absence of driver, the Contractor shall make alternative arrangement by providing a substitute vehicle of current year model and driver within 6 hrs. In case of failure to do so, Taxation Commissioner, Punjab, Patiala would have a right to hire another vehicle from the market whose expenditure shall be adjusted from the hiring charges mentioned in contract.
27. That where the driver is provided by the Contractor, the driver should have valid driving license with the minimum of three years driving experience for the class of vehicles offered for hire.
28. That where the driver is provided by the Contractor, the driver of a particular vehicle should not be frequently changed except in unavoidable circumstances.
29. That where the driver is provided by the Contractor, the driver on duty should be provided with mobile phone by the Contractor, at his cost, for easy communication.
30. That where the driver is provided by the Contractor, the driver should be decent and well behaved. The driver should not have criminal antecedents and it shall be responsibility of the Contractor to verify his background before deployment. The conduct of the driver will be sole responsibility of the Contractor and in this regard, Taxation Commissioner, Punjab, Patiala shall not be responsible in any manner, whatsoever. Work and conduct of the driver should be satisfactory.
31. That where the driver is provided by the Contractor in case of non-compliance of the driver deployment conditions of contract, a penalty may be levied on the basis of certificate signed by the controlling officer (to whom vehicle allotted). The penalty for some of the defaults is as under: -

Sr. No.	Nature of Default	Penalty Rs.
1	Late Reporting (if more than 30 minutes)	Rs. 500/- per day
2	Non Reporting	Rs. 1000/- per day
3	Refusal of duties	Rs. 1000/- per day
4	Change of Vehicle/driver without prior intimation	Rs. 200/- per instance

32. That the Contractor and driver (if provided) shall be bound to carry out the instruction of, Taxation Commissioner, Punjab, Patiala as well as of the controlling officer of the vehicle.
33. That in case of any accident, all the claims/damages arising out of it, shall be met by the Contractor. The Contractor shall be responsible for any loss/damage to property or life due to negligence of driver or poor maintenance of vehicles or due to an accident. Taxation Commissioner, Punjab, Patiala shall not be responsible for any such loss/damage.
34. That the Contractor shall provide dedicated vehicles and driver to Taxation Commissioner, Punjab, Patiala. Any change in vehicles and/ or driver should be made in exceptional circumstances and with the prior intimation to and approval of Taxation Commissioner, Punjab, Patiala.
35. That the Contractor shall be responsible for the suitability, medical fitness and police verifications of the character and antecedents of the manpower engaged by it for deployment and for satisfactory implementation of the service.
36. The Contractor shall fulfill the various conditions stipulated by law, Government orders/notifications etc. in respect of hiring and safety of vehicle.
37. That where the Contractor provides the driver, driver shall not do any private work other than the assigned duties.
38. The Contractor shall ensure that peace and order is maintained at the place of duty by his employees/driver.
39. The Contractor or his representative shall ensure that all his personnel/driver will behave courteously and decently with the officers/officials of the department and also ensure good manners.
40. That the vehicles provided by the Contractor should carry a designation plate as decided by Taxation Commissioner, Punjab, Patiala and for which no separate payment shall be made. The designated plate should be covered when concerned officer is not occupying the vehicle.
41. **Bid Opening:** The Technical bids shall be opened on **21-03-2023 at 03.45 Noon** in the office of Excise and Taxation Commissioner, Punjab, Bhupindra Road Patiala, Patiala in the presence of tenderers or their authorized representatives who wish to be present on that date. The Technical Bids will be evaluated. If due to any reasons the Financial Bids could not be

evaluated on the same day, the date and time of the opening of Financial Bids shall be informed to the Bidders.

42. **Parties:** The parties to the Contract are the successful bidder (the tenderer to whom the work has been awarded) and Taxation Commissioner, Punjab, Patiala or its authorized representative.
43. **Address:** For all purposes of the contract including arbitration there-under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address and contact number(s) by a separate letter sent by registered post with acknowledgement. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address contact number(s) in the aforesaid manner.
44. **Earnest Money:** The Earnest Money Deposit/Bid Security of the successful bidder shall be refunded after receipt of Performance Security Deposit and the DDs/Bankers Cheque(s) of unsuccessful bidder(s) will be refunded within 30 days after the finalization of the contract. No interest will be paid on EMD. Tenderer/Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer/bidder fails to comply with the stipulations made therein or backs out after quoting the rates, the aforesaid EMD will be forfeited. The tender without Earnest Money Deposit will be summarily rejected. No claim shall lie against the Taxation Commissioner, Punjab, Patiala in respect of erosion in the value of interest on the Earnest Money Deposit or Security Deposit.
45. **Signing of Tender:** The individual signing the tender and other documents connected with contract will specify whether he signs as:
- a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
 - b) A partner of the firm, if it be partnership firm, in which case must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm: and
 - c) Director or principal officer duly authorized by the board of Directors of the Company, if it is a Company.

Note Below:

- i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly signed & affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- ii) In the case of partnership firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any party, the tender and all other related documents must be signed by all partners of the firm.

- iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should not have an authority to bid for such other person and if, on enquiry it appears that the persons so signing had no authority to do so, this office may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
 - iv) Each & every page of the tender document shall be signed by the bidder.
 - v) All expenses on signing the contract will be borne by the contractor.
46. **Validity of the Bids:** The bids shall be valid for a period of 60 days from the date of opening of the tenders.
47. **Contract Term:** To begin with, the contract will be for a period of three years and extendable upto 5 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.
48. Log book shall be provided by the Bidder in the vehicles 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.
49. **Communication of Acceptance:** Successful Tenderer will be informed of the acceptance of their tender through official order by Taxation Commissioner, Punjab, Patiala.
50. The amount submitted towards EMD/Bid 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.
51. **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 50 and 53 above.

52. Termination for insolvency:

First party may at any time terminate the contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise, insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to first party. In case the Contractor wants to withdraw the contract, it will serve at least 3 months' prior notice to first party.

- 53. Sub Contract:** The Contractor shall notify first party in writing of all sub contracts awarded under the contract if any already specified in its bid. Such notifications, in its original bid or later, shall not relieve the Contractor from any liability of obligation under the contract.

54. The tender is not transferable.

55. 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.
- d. Taxation Commissioner, Punjab, Patiala shall release due amount after making recoveries, if any during the month, subject to deduction of tax at source.

- 56. 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 Secretary Incharge of Department of Excise and Taxation, Govt. of Punjab.

- 57.** 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.

58. Taxation Commissioner, Punjab, Patiala 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 Taxation Commissioner, Punjab, Patiala 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/AnnNo.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

Annexure-(i)

- a. I/we, M/s _____ hereby undertake to provide name of vehicles(AC/Diesel) 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/ourbid is accepted by the Taxation Commissioner, Punjab, Patiala. 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(AC/Diesel) Vehicles"

1.	Name of the Tenderer/Agency;	
2.	Office Address (with Tel.&Mob.No.)	
3.	Service Tax/GST 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.	Remarks (if any)	

Date

Station:

Sign.-----

Name-----

Seal.-----

Financial Bid Performa

Sr. No.	Type/Variant of Vehicles	Rate 2000 KM/ Month (Not more than Rs. 45000/- per vehicle)	Rate for extra KMs more than 2000 KM (Not more than Rs. 10 per KM) (maximum 350 K.M. extra per month)
I.			
II.			
III.			
IV.			

Note:

1. Rates per month per vehicle in Rupees be quoted taking into consideration all Taxes except for.
2. Toll and parking charges shall be paid by the Taxation Commissioner, Punjab, Patiala as per conditions laid down in tender documents.

(Signature)

Place:
Date:

Name: _____

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 Taxation Commissioner, Punjab, Patiala. I/We undertake to purchase new vehicles to be supplied.
- b. I/We am/are very much aware of the fact that:
- i) If I/We fail to supply new vehicles within 30 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 new vehicles 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 _____