

TERMS AND CONDITIONS OF THE TENDER DOCUMENT

Hiring of various Model of Cars (AC) Diesel on regular basis as and when required:

1. The cost of the tender document is Rs. 500/- and the same can be purchased from the office of DCST, Ropar Division, Excise & Taxation Bhawan, Sector-69, SAS Nagar (25.08.2021) by making a payment in the form of Demand Draft/Bankers Cheque drawn in favour of DCST, Ropar Division. The tender document can also be downloaded from the website i.e. <http://taxation.punjab.gov.in>. In case the document is downloaded from the website then a Demand Draft/ Bankers Cheque of Rs. 500/- as cost of Tender shall be put in a separate envelope and attached with the technical Bid.
2. Tenders should be accompanied by Bid security for an amount of Rs. 10,000/- (Rupees Ten thousand only) for first vehicle and subsequently Rs. 5000/- of every additional vehicle offered which shall be submitted in the form of Demand Draft/pay Order Bankers Cheque in favour of DCST, Ropar Division payable at Rupnagar/S.A.S. Nagar. Tender submitted without the aforesaid Bid security shall be similarly rejected. The Bid Security shall not bear any interest. The Bids security of the unsuccessful bidder as well as that of the successful bidder shall be refunded after signing of the contract between the competent Authority and the successful bidder. The Competent Authority in this case is DCST, Ropar Division or any other Authority designated for the purpose.
3. The bidder who quotes the lowest amount of the monthly cash consideration in the financial Bid perform at Annexure-(3) of this Tender Document shall be declared as the successful bidder and consequently his bid tender shall be accepted.
4. A letter shall be issued by competent authority of the successful bidder who shall submit performance security equivalent to the rate of total monthly cash consideration amount applicable to the contract by way of cheque/Demand draft in favour of the DCST, Ropar Division payable at Rupnagar/S.A.S. Nagar within 15 days of issuance of such letter.
5. The successful bidder shall be required to sign the contract as per this Tender Document within 7 days of depositing of the performance security as stated in clause 4 above.
6. The successful bidder shall have to provide vehicle within a period of one month from the date of signing of the contract. If the successful bidder fails to provide cars within a period of one month from the date of signing of the Contract the Bid security deposited by the said bidder shall be appropriated by competent Authority and the next ranked bidder shall be invited to sign the contract by way of issuing a supply/acceptance order. The period can however be extended by one month with the concurrence of the Competent Authority.
7. The tenders are to be submitted in the following manner:
 - A) Envelope No. 1 (Technical Bid) should contain the following:
 - i. Demand Draft of Rs. 500/- in case the tender document is downloaded from the website
 - ii. EMD as stated in the Terms and Conditions of the Tender Document.
 - iii. Annexure-(1) Form of Bid) and Annexure_(2) (Technical Information and Undertaking) of the Tender Document.
 - iv. Other documents as stated in checklist.
 - v. Xerox copy of the Tender Document with each page duly signed by the authorized signatory of the bidder.
 - vi. May at its discretion appropriate the Bid security of any such bidder who submits a conditional bid or submits the bid any modified version of the form of Bid.
 - B) Envelope No.2 (Financial Bid) Should contain the following:-
 - i) This envelope should be marked as financial Bid and will contain Annexure-(iii) i.e. The financial Bid perform.
 - C) Envelope No.3 (Financial Bid) should contain the following :-
 - i) This envelope should be marked as tender for hiring of cars and will contain Envelop No. 1 and 2. All the envelopes should be separately sealed.
 - D) The duly filled up tender documents should be delivered in the office of DCST, Ropar Division, Excise & Taxation Bhawan, Sector-69, SAS Nagar latest by 06.09.2021 (11:00 AM).

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 favour of the application full details of the number of Cars registered in the name of the applicant and other information as sought for in Annexure-(ii).

9. **Financial Bid:** The financial bid must be as per the government instructions circulated by transport department vide letter no. 2/10/91-4T2/752-757 dated 18.0.2021 (Copy attached as Annexure A) **Three vehicles are required from Group 1 (Cost of vehicle ranging from Rs. 5 lac to 8 Lac (Gem Prices/Ex showroom prices).**

Two vehicles are required for **O/o ACST Mohali** (maximum limit 2350 Km per month). The Monthly cash consideration amount as quoted in the financial Bid is maximum guaranteed payment Rs. 33000/- which will be paid to be bidder per month irrespective of the mileage operated by the vehicle subject to the up to 2000 K.M. per month and charges for extra kms (over 2000 Km per month) in maximum Rs. 10 per Km. If less than 2350 kms (monthly limit) is used for rental vehicle during a month, the remaining kms will be carried forward / deposited in 2350 kms of next month.

One vehicle is required for **Chariman Punjab Trade Board, Chandigarh** (maximum limit 2500 Km per month). The Monthly cash consideration amount as quoted in the financial Bid is maximum guaranteed payment Rs. 33000/- which will be paid to be bidder per month irrespective of the mileage operated by the vehicle subject to the up to 2000 K.M. per month and charges for extra kms (over 2000 Km per month) in maximum Rs. 10 per Km. If less than 2500 kms (monthly limit) is used for rental vehicle during a month, the remaining kms will be carried forward / deposited in 2500 kms of next month.. The annual increase in the rent of the vehicle shall be made as per decision taken by the department of transport in this regard.

10. In case the applicant is asked to operate the vehicle over and above the ceiling fixed in clause 9 above a payment of Rs. 33000/- and Rs. 10/- per K.M. will be paid for the vehicles mentioned at Sr. No. 1 and 2 of the financial Bid respectively. Apart from above for any outstation journey where duty exceeds 12 hours in day an allowance of Rs. 200 per day will be paid to the driver.

11. 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 vehicle. It is the responsibility of the applicant to ensure proper upkeep of the vehicle including cleanliness and in case the applicant fails to provide a car or substitute car in place of defective breakdown car or for dereliction of duty on the part of the driver the contractor will have to compensate the Govt. for an amount equal to the hiring charges incurred by the authority for hiring similar category of car taxi from some other agency.

12. The empanelled agencies shall ensure that the cars taxies provided should not be more than two year old from the date of sale of vehicle.

13. The drivers should display their driving license prominently on the dash board of the car as now madated for all taxis. Driver should always have their mobile phones in on mode.

14. The empanelled agencies shall ensure that the cars taxies have valid paper including RC book and insurance etc. and the drivers are in possession of a valid license during the period of the contract.

15. The empanelled agencies shall ensure the compliance and depositing of all taxes including income tax Motor vehicle tax etc. including any taxes imposed in future also. However the service Tax if any payable shall be paid by the bidder and the same shall be reimbursed to him on actual basis.

16. The empanelled person/agencies shall be responsible for and indemnify the 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 ceasing out of the hiring of such vehicle. Under no circumstances any such responsibilities claims can be transferred to the Govt.

17. **Bid Opening:** The technical bids shall be opened on **06.09.2021** at **03:30 PM** in the office of **DCST, Ropar Division, Excise & Taxation Bhawan, Sector-69, SAS Nagar** in the presence of tenders or their authozied representatives who wish to be present in that date. The Technical Bids will be evaluated and the date and time of the opening of Financial Bids shall be informed to the Bidders.

18. **Parties:** The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and the office where vehicle will be hired. The Competent authority will remain the DCST, Ropar.

19. **Addresses:** 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 and contact number(s) in the aforesaid manner.

20. **Earnest Money:** The earnest Money Deposit of the successful bidder shall be refunded after receipt of security Deposit and the FDs/DDs Bankers Cheque of unsuccessful bidders will be refunded within 30 days after the finalization of the contract. No interest will be paid on EMD. Tendered 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 banker cheque demand draft will be forfeited. The tender without earnest money will be summarily rejected. No claim shall lie against the Govt. in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

21. **Signing of Tender:** The individual signing the tender and other documents connected with correct must 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 he 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 or 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 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 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.

22. **Validity of the Bids:** The bids shall be valid for a period of 60 days from the date of opening of the tenders.

23. **Contract Term:** To begin with the contract will be for a period of three year initially and extendable twice upto two years if performance or service is found satisfactory on annual review. The contract period shall commence from the date of delivery of vehicle for operation.

24. Log Book shall be provided by the Bidder in the vehicle which will be maintained by the driver. The driver will get the Log Book regularly filled and signed from the officers using the vehicle clearly indicating place visited, time, KMS covered etc.

25. **Communication of acceptance:** Successful tendered will be informed of the acceptance of their tender.

26. The amount submitted towards EMD security deposit will be forfeited by the order of the Competent Authority in the event of any breach or negligence or non observance of any terms condition of the contract or for unsatisfactory performance or for non acceptance of the work order. On expiry of the contract the amount of performance security and final bill payment shall be retained until the final audit report on the account of firm's bill has been received and examined. But the maximum time limit for this formality is two months after the expiry of the contract. The amount so retained can be considered for appropriation by the Govt. to cover any incorrect or excess payments made on the bills to the firm.

27. Penalty:

- a. In case of breach of any condition/s of the contract and for all type of losses caused including excess cost due to hiring of car from the market in the event of applicant failing to provide requisitioned number of cars or not providing car(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 to the credit of the DCST, Ropar Division account.
- b. The powers of the Competent Authority under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 24 and 27 above.

28. Breach of Terms and Conditions: In case of breach of any terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order duly stating the reasons therefore. In such a case the competent authority may cancel the work order after giving a prior notice of 15 days.

29. Sub-letting of work: The firm shall not assign or subject the work or any part of it to any other person or party.

30. The tender is not transferable.

31. Terms of payment:

- a) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- b) The applicant shall submit the bill at each stage/in the first week of following month in respect of previous months 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.

Notes

32. Arbitration: If any difference arises concerning this Agreement, its interpretation or the payment to be made there under, the same shall be settled by mutual consultations and negotiation. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by the office of Deputy Commissioner.

33. For all matters of dispute, jurisdiction shall be at the local courts located at Ropar/Mohali or the place of office of the Competent Authority who has signed the contract.

34. Department of Finance reserves the right to reject any/all tenders at any stage without any reasons whatsoever and without being liable in any manner towards any bidder. Further, the Department of Finance also reserves the right to either annual or cancel the bidding process at any stage without assigning any reason whatsoever and without being liable in any manner towards any bidder or prospective bidder.

Check list

(Summary of compliance to the requirement of the tender)

Sr. no	Description of requirement	Yes/no	Page / Ann No. of Enclosed tender
1.	DD of Rs. 500/- Tender document fee (in case tender document downloaded from website)	Yes/no	
2.	Whether the applicant is an individual/firm/company Attach prof. <div style="border: 1px solid black; width: 150px; height: 20px; margin: 5px auto;"></div> <div style="border: 1px solid black; width: 150px; height: 20px; margin: 5px auto;"></div> <div style="border: 1px solid black; width: 150px; height: 20px; margin: 5px auto;"></div> <div style="text-align: center;">(Tick Applicable)</div>	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 organization where such contracts are undertaken (attach supportive documents)	Yes/no	
9.	Technical Bid sealed in the separate envelope	Yes/no	
10.	Financial Bid proforma 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	

Form of Bid

- (a) I/we M/s _____ hereby undertake to provide hiring of cars strictly as per the terms of tender Document and to the complete satisfaction and the terms and conditions are acceptable to us without any deviation.
- (b) I/we shall be charging lump sum cash consideration at the rate mentioned in Annexure-iii in the event may/our bid is accepted by DCST, Ropar Division. 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.

Dated:

Signature _____
Name _____
Bidder _____
Address _____

TECHNICAL BID-TECHNICAL INFORMATION AND UNDERTAKING

Document) sub:- Tender for "Hiring of Cars"

1	Name of the Tenderer/Agency;	
2	Office Address (with tel. & mob. no.)	
3	Service tax registration No. along with proof thereof, if any, required	
4	Nature of the firm/agency: (i.e. Sole proprietor or partnership firm or a company or a government department or a public sector organization)- Copy of Registration Certificate be furnished.	
5	Working experience of the firm (in years)	
6	PAN no.	
7	Nos./ Age. In Years/Model/Make of the vehicles offered by the firm (in case more than five vehicles are to be offered attach separate sheet) (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.
8	Avialability of cell phones with the Drivers is mandatory (tick yes)	<input type="checkbox"/> Yes
9	Remarks (If any)	

Date

Place:

Sign _____

Name _____

Seal _____

Financial Bid Performa

Sr no	Type of vehicle	2000 2090kms
1.		
2.		

Date

Place:

Sign _____

Name _____

NOTE:

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

GOVERNMENT OF PUNJAB
TRANSPORT DEPARTMENT
TRANSPORT-2 BRANCH
email-transport2branch@gmail.com

Annexure 'A'

To

- 1 All Administrative Secretaries to Government of Punjab
- 2 All Head of Departments
- 3 Registrar, Punjab & Haryana High Court, Punjab, Chandigarh
- 4 All Divisional Commissioners/Deputy Commissioners
- 5 All IG/DIG/ADGP Police Commissioners,
- 6 All SSPs

(in the State of Punjab)

No. 2/10/91-4T2/752-757

Dated: 18/6/24

Sub: Fixation of rates for hiring of Private Vehicles.

Please refer to the decision taken in the meeting of Motor Vehicle Board held on 3.11.2020 conveyed vide letter No. STC/MVB/2020/26042-53 and 26056-65 dated 19.11.2020 on the subject cited above.

2 Accordingly, it is intimated that the vehicles mentioned below can be hired on the rates given below:-

1. HIRING OF VEHICLE FOR 3 YEARS EXTENDABLE UPTO 5 YEARS

Group	Monthly rates(2000 Km per month)			Charges for extra Kms (over 2000 Km per month) in Rs. per Km (in Rs.)	Night Halting Charges (in Rs.)
	Fuel charges (2000 Kms) (in Rs.)	Other Charges (Driver, Maintenance, insurance, Road Tax and License Charges etc) (in Rs.)	Total (in Rs.)		
Group 1 Cost of the Vehicles ranging from Rs. 5 Lacs to -8 Lacs (GeM prices / ex-show room prices)	10000	23000	33000	10	200
Group 2 Cost of the vehicles ranging from Rs. 8 Lacs to 10 Lacs (GeM prices / ex-show room prices)	10000	25000	35000	11.50	200
Vehicles ranging from Rs. 10 Lacs to 12 Lacs (GeM prices / ex-show room prices)	14000	28000	42000	11.75	200

Wherever, there is entitlement of Innova Crysta Vehicles, the rates of the same are as follows:-

Group	Monthly rates(2000 Km per month)			Charges for extra Kms (over 2000 Km per month) in Rs. per Km (in Rs.)	Night Halting Charges (in Rs.)
	Fuel charges (2000 Kms) (in Rs.)	Other Charges (Driver, Maintenance, insurance, Road Tax and License Charges etc) (in Rs.)	Total (in Rs.)		
Innova Crysta GX/VX	15000	45000	60000	14	200

HIRING OF VEHICLES ON DAILY BASIS UPTO 250 KM

Group	Rate Per day (min 250 Km per day and 8 hours) (in Rs.)	Rate for extra Kms (over 250 Km per day) in Rs. per KM (in Rs.)	Rate for extra hours (over and above 8 hours per day) in Rs. per hour (in Rs.)	Night Halting Charges (in Rs.)
Group 1 Cost of the Vehicles ranging from Rs. 5 Lacs to -8 Lacs (GeM prices / ex-show room prices)	2437	9.75	20	200
Group 2 Cost of the vehicles ranging from Rs. 8 Lacs to 10 Lacs (GeM prices / ex-show room prices)	2687	10.75	25	200
Vehicles ranging from Rs 10 Lacs to 12 Lacs (GeM prices / ex-show room prices)	2937	11.75	30	200

Wherever, there is entitlement of Innova Crysta Vehicles, the rates of the same are as follows:-

Group	Rate Per day (min 250 Km per day and 8 hours) (in Rs.)	Rate for extra Kms (over 250 Km per day) in Rs. per KM (in Rs.)	Rate for extra hours (over and above 8 hours per day) in Rs. per hour (in Rs.)	Night Halting Charges (in Rs.)
Innova Crysta GX/VX	3200	14	50	200

Note: Concerned Authorities shall ensure that all payments are made from their respective budgetary provisions.

The vehicles shall be hired as per entitlement fixed by the Motor Vehicle Board in its meeting held on 3.11.2020.

Note Terms & Conditions for hiring of vehicles can be download from website <http://www.punjabtransport.org>.

Dated: Chandigarh, the
18.06.2021

K. Siva Prasad, IAS
Principal Secretary to Govt. of Punjab
Department of Transport

Endst. No. 2/10/91-4T2/758

Dated, Chandigarh, the 18/6/21

A copy of above is forwarded to Worthy Chief Secretary to Government of Punjab for information and necessary action

(Santokh Singh)
Superintendent

Endst. No. 2/10/91-4T2/759

Dated, Chandigarh, the 18/6/21

A copy is forwarded to State Transport Commissioner, Punjab, Chandigarh with reference to his letter no.STC-G(AT)/14745 dated 10.06.2021 for information and necessary action.

(Santokh Singh)
Superintendent