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भारत सरकार
GOVERNMENT OF INDIA
वित्त मंत्रालय, राजस्व विभाग
MINISTRY OF FINANCE, DEPARTMENT OF REVENUE
आयुक्त (प्राधिकृत प्रतिनिधि) का कार्यालय
OFFICE OF THE COMMISSIONER (AUTHORISED REPRESENTATIVE)
सीमा शुल्क, उत्पाद शुल्क और सेवाकर अपीलीय अधिकरण, चेन्नै-600006
CUSTOMS, EXCISE AND SERVICE TAX APPELLATE TRIBUNAL, CHENNAI – 600 006

F.No. I/22/1/2017

Date:23/02/2018

NOTICE INVITING ONLINE E-TENDER FOR HIRING OF VEHICLE

The Office of the Commissioner (Authorised Representative) CESTAT South Zonal Bench, Chennai invites e-tenders / bid documents from reputed Service Providers for hiring of (03) three vehicles along with Driver for the use of Office of the Commissioner (Authorised Representative) CESTAT South Zonal Bench, Chennai:

2. The detailed tender process and terms & conditions are laid out in Annexure A. The Tender Bid will be in two parts viz. Technical Bid (as Annexure – B) along with declaration and Financial Bid (as Annexure – C).

3. The tender documents can be downloaded from the websites www.cbec.gov.in, www.centralexcisechennai.gov.in & <https://eprocure.gov.in/eprocure/app> or from the Government of India, Central Public Procurement Portal (e-procurement) website.

4. Interested Service Providers who comply with the terms and conditions of this tender notice should submit their bids in the prescribed Forms through the Central Public Procurement Portal (e-procurement) website as “**TENDER FOR HIRING OF VEHICLE**”. The e-tender / bid documents should be addressed to the Commissioner (Authorised Representative), CESTAT South Zonal Bench, 1st Floor, Shastri Bhavan Annexe, 26 Haddows Road, Chennai –600 006.

The last date for uploading / submission online : Before 11.00 Hrs on 20/03/2018.
Tenders shall be opened on : 21/03/2018 at 15.00 Hrs.

5. The Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

6. This Tender is issued with the approval of the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai.

Encl.: Annex. - A, B & C

(ARUL C DURAIRAJ)
SUPERINTENDENT (ADMIN)

ANNEXURE – ‘A’

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–B and for the “Financial Bid” in the proforma prescribed in Annexure–C shall be completed in all aspects and are to be uploaded / submitted online in the Government of India, Central Public Procurement Portal (e-procurement) website as “**TENDER FOR HIRING OF VEHICLE**”. The tender documents should be addressed to the Commissioner (Authorised Representative), CESTAT South Zonal Bench, 1st Floor, Shastri Bhavan Annexe, 26 Haddows Road, Chennai –600 006.
2. The tenderers 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 only those bidders who have qualified in the technical bid shall be opened and taken for consideration.
4. All information sought under Terms and Conditions and other information is to be given along with the Technical Bid while the price quoted is to be mentioned only in the Financial Bid.
5. The tender documents must be **uploaded / submitted online before 11.00 Hrs on 20/03/2018**. The documents received incomplete and / or filed after the due date & time shall not be accepted. The Tender shall be opened on **21/03/2018 at 15.00 Hrs**.
6. This Office 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 Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai –600 006 will be final and binding.

II. Terms and Conditions: -

1. The Bidder should be able to provide the vehicles as requisitioned. Type and numbers of Vehicles are:-

S.No.	Category	Type of Vehicle	No. of Vehicles	Cost Ceiling
(1)	(2)	(3)	4	5
1	Vehicle to be used up to 30/31 days subject to a maximum of 2500 Kilometers in a month	Mid Size vehicle, A-3 segment as classified by the Society of Indian Automobile Manufacturers	One	Rs.40,000/- + applicable GST
2	Vehicle to be used for 25/26 days subject to maximum of 2000 Kms per month	Mid Size vehicle, A-3 segment as classified by the Society of Indian Automobile Manufacturers	Two	Rs.40,000/- + applicable GST

2. The contract for the vehicle shall be valid for a period of one year with effect from 01/04/2018, subject to the clause/(s) of terms & conditions.
3. Any person in government service or an employee of the department is not eligible to participate in this Tender process.
4. The Service Provider should give an undertaking that he or his firm has not been blacklisted by any Organization/Government Department as on the date of submission of the bid.
5. The Service Provider should submit a list of vehicle proposed to be provided to this Office which must be enclosed along with the tender documents. Vehicles should **not be more than 3 years old**.
6. The Service Provider should be based in Chennai for operational conveniences.
7. The Service Provider shall have a telephone connection working 24 hours a day 7 days a week for contacting the Service Provider in case of emergency and the said telephone number has to be informed to the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai.
8. Vehicles offered for hire should conform to the relevant Motor Vehicle Act / Rules and having Tamil Nadu registration. They should be kept in perfect running / mechanical condition and fitted with appropriate seat belts and safety air bags.
9. 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 Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai.
10. LPG Cylinder shall not be used as fuel for running the vehicle in any case.
11. The vehicle provided should be of exclusive use of the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai. The vehicle to be deployed will not be used for any other commercial/ personal purpose or any other purpose by the Service Provider.
12. The vehicle offered for hire should always kept in a neat and clean condition both exterior and interior.
13. 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 / deodorant in every vehicle. The items mentioned shall be made available at the cost of the owner of the agency/firm.
14. In case the condition of vehicle(s) 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 will be borne by the service provider.

15. The vehicle must be available at any time of any day on 24 x 7 basis as desired by the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai, subject to maximum number of days per month for which the vehicle is hired.
16. 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.
17. The vehicle should be always with full tank of fuel. 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 at their own cost.
18. In case the vehicle does not report on time / does not report at all, the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai would have the right to hire a vehicle from the market and the additional cost incurred will be borne by the Service Provider.
19. 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 the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai shall have no liability whatsoever in this regard.
20. 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.
21. Operational vehicle should be arranged even at short notice. The vehicle shall be deemed to be at the disposal of the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai for all the days of the month, seven days a week.
22. A daily record indicating time and mileage for each vehicle shall be maintained. The calculation of mileage shall be from the reporting point to relieving point and will not be calculated on garage to garage basis.
23. The usage of the vehicle will be subject to maximum of 2500/2000 Kms per month respectively as the case may be. If the specified kilometres of 2500/2000 remain unutilized in a month, the same shall be carried forward to the next months on first in first out basis.
24. 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 authorised officers of the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai would carry out surprise checks of speedometer and odometer of the vehicle. If found defective, it should be got fitted from authorised workshop and cost thereof will be recovered from the Service Provider.
25. The driver should be having 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.

26. The Service Provider shall provide names & addresses of the driver along with driving license number and copy thereof while submitting acceptance of offer.
27. Once the hiring of vehicle commences, the vehicle and the driver should not be changed unless instructed by the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai. Any change in the designated driver should be intimated well in advance before such change is affected.
28. 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.
29. 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.
30. In case the driver is indisposed or otherwise unable to attend to his duties it shall be the responsibility of the service provider to provide a relief / substitute.
31. The driver should be well conversant with roads and routes of Chennai and suburbs. The operation and functions of the driver shall be governed as per the Motor Vehicle Act and Rules.
32. Driver must not smoke or drink (liquor or other intoxicants), while on duty. In case of misbehaviour of the driver or failure to meet any or the agreed / accepted terms and condition. the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai will have discretion on the continuance of the contracted driver.
33. The Service Provider will comply with the labour laws in force and all liabilities in this connection will be theirs.
34. 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.
35. 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. The Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai shall have no liability whatsoever in the regard.
36. The Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai 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 Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai 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.

37. 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 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.
 - 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.
38. No increase on rate due to cost escalation due to whatsoever factors would be permitted during the period of contract.
39. The billing will be done on monthly basis; bill preferably typed and in triplicate, in connection with the service shall be submitted to this office before 5th of succeeding month.
40. The Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai 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.
41. Irrespective of the receipt of the Monthly Bill amount from this office, 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.
42. The Service Providers shall be responsible for timely payment of all the Government / local taxes and dues in respect of the hired vehicle.
43. 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 Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai reserves the right to check from the jurisdictional Assistant / Deputy Commissioner of Goods & Service Tax, the authenticity of such information.
44. Applicable TDS amounts will be deducted from the total bill amount.
45. The Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai 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.
46. The liability of the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai is limited only to the contract value.

47. The Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai 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.
48. The contract between the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai 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.
49. On awarding the contract, the Service Provider has to furnish to the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai the certified copies of RC Book, the comprehensive insurance policy and copies of driving licence of the driver of the vehicle.
50. The Service Provider and his driver shall be bound to carry out the instructions of the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai as well as any of the Officers assigned to use the vehicle.
51. A penalty of Rs.500/- per day per vehicle shall be levied if any vehicle fails to meet the above terms and conditions.
52. The Service Provider shall in, no case, lease / transfer / sublet / appoint care take for the service rendered.
53. The Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai, 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.
54. In case of any dispute of any kind, in any respect whatsoever, the decision of the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai, shall be final and binding.
55. Any matter during the period of this agreement, which has not been specifically covered by this agreement, shall be decided by the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai, whose decision shall be final and conclusive.
56. No additional terms & conditions over and above the conditions stipulated above shall be entertained by the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai.
57. Any other dispute arising out of the contract will be subject to the jurisdiction of Courts of Chennai.

ANNEXURE 'B'**TECHNICAL BID****QUALIFYING CRITERIA FOR TECHNICAL BID**

1	Name and Address of the Organisation	
2	Name of The Proprietor / Partner / Directors	
3	<u>Contact Details</u>	
a)	Land Line No. 24 X 7	
b)	Mobile Phone No. 24 X 7	
c)	E - Mail-id	
4	PAN Card No. (Enclose copy)	
5	Valid GST Registration No. (Enclose Copy)	
6	Name of The Coordination Manager / Supervisor & Contact No.	

Vehicle Information

S.No	Details	
1	Registration No. (Enclosed copy)	
2	Make & Model No.	

I have read the terms and conditions of the Tender Notice along with its Annexures.

Name of the Authorized Signatory

Signature

Seal/Stamp

DECLARATION

(To be submitted with the Technical Bid)

1. I/we, _____, Son/ Daughter/ Wife of Shri _____, Proprietor/ Director/ Authorized Signatory of the (Agency/Firm) _____ am competent to sign this declaration and execute this tender document;
2. I/We, undersigned, offer to provide vehicle in conformity with the conditions of contract and specifications for the amount quoted above.
3. I/We undertake to enter into agreement within 04 days of being called upon to do so and bear all expenses including charges for stamps, typing etc and agreement will be binding on us.
4. I / We understand that the Department is not bound to accept the lowest or any bid and the acceptance of the bid is subject to our financial stability.
5. It is hereby certified that the rate quoted by us in our financial bid is inclusive of driver's, salary, daily bata, fuel expenses, vehicle & maintenance expenses and other incidental expenses except GST, if any payable.
6. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
7. The information/ documents furnished along with the application are true and authentic to the best of my/our knowledge and belief.
8. I/ We declare that we have not been blacklisted by any Government department or body and we have not been disbarred from participating in Government tenders.
9. I/We am/ are well aware of the fact that furnishing of any false/ misleading information/ fabricated document would lead to rejection of my/our tender at any stage.

Date:

Place:

Seal:

Signature of authorised person

Full Name _____

(Enclose Aadhar / PAN Card / Any Government Photo ID card copy)

ANNEXURE-C**(FINANCIAL BID)**

To

The Commissioner (Authorised Representative),
 CESTAT South Zonal Bench,
 1st Floor Shastri Bhavan Annexe
 26, Haddows Road,
 Nungambakkam, Chennai –600 006

Sir,

Sub: - Submission of financial bid for hiring of vehicles by Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai – Reg.

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With reference to the above, I/We hereby submit the quotation for hiring of vehicles by the Commissioner (Authorised Representative) CESTAT South Zonal Bench, Chennai.

Rate Chart per Vehicle (exclusive of GST)

S.No.	Remarks	No. of Vehicle	Category of vehicle	Amount (Rs.) (per vehicle) per month
1	Vehicle to be used for 30/31 days subject to maximum of 25000 Kms in a month	1 (one)	Mid Size vehicle, A-3 segment as classified by the Society of Indian Automobile Manufacturers	
1	Vehicle to be used for 25/26 days subject to maximum of 2000 Kms in a month	2 (two)	Mid Size vehicle, A-3 segment as classified by the Society of Indian Automobile Manufacturers	
BID AMOUNT (per month)				
(Bid amount in words)				

Date:

Place:

Signature of the Bidder

Seal