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वस्तु और सेवा कर एवं केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय (अपील -1)

OFFICE OF COMMISSIONER OF GST AND CENTRAL EXCISE (APPEALS-I) 26/1,महात्मागांधीमार्ग, नुंगम्बाक्कम, चेन्नै-600 034

26/1, Mahatma Gandhi Road, Nungambakkam, Chennai 600 034

C.No IV/2/14/2017-CTA-1 (PRO)

दिनांक/Date: 05.03.2020

## **NOTICE INVITING e-TENDER** FOR ANNUAL CONTRACT FOR HIRING OF VEHICLES

Office of the Commissioner of GST and Central Excise (Appeals-I), Nungambakkam, Chennai-34 invites online e-Tenders from reputed service providers engaged in the business of Vehicle providers to provide Hiring of Vehicles in the O/o the Commissioner of GST and Central Excise (Appeals-I), 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai-34 for the period of one year i.e. w.e.f. 01.04.2020 to 31.03.2021 for and on behalf of President of India, for the hiring of 2 nos. vehicles with drivers on a monthly hire basis for the period of one year i.e. w.e.f. 01.04.2020 to 31.03.2021

- The Tender enquiry documents and all bid firms are made available on official CPPP 2. website http://eprocure.gov.in, & centralexcisechennai.gov.in from 06.03.2020
  - Bid Submission: Bids shall be submitted online only at CPPP website: https://eprocure.gov.in. Bidders / Contractors are advised to follow the "Instructions to Bidder for Online Bid Submission" provided in Annexure D for online submission of bids.
  - The tender shall be submitted online in two parts viz. Technical bid and Financial 4. bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email etc. shall not be considered. No correspondence will be entertained in this matter.
  - 5. The requirement of vehicles is as per the schedule given below:.

Sr. No.	Type of vehicles	No. of vehicles	Category/Terms of use
1.	Staff cars- Mid-sized vehicles, such as Honda City, Hyundai Verna or other equivalent vehicle	01	30-31 days a month subject to Maximum of 2500 kms per month.
02.	Operational cars- Small sized vehicle such as Indica, Swift or other equivalent vehicle	01	25-26 days a month, subject to maximum of 2000kms per month.

# 6. ELIGIBILITY CRITERIA FOR TECHNICAL/QUALIFYING BIDS:

Technical/qualifying Bids shall be submitted online at CPPP website <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> a prescribed format as laid down in Annexure to this NIT. The contractors shall provide information/ documents/ annexure as listed below.

The bidders must have a minimum experience of three years in providing vehicles to Government Departments, Public Sector Undertakings or large corporate offices. Copies of agreement / work order from clients shall be provided as evidence. The vehicles provided must be in good condition, not older than 3 years as on 31.03.2020.

## 7. FINANCIAL BID REQUIREMENTS:

The contractor shall submit Financial Bid online in a stipulated format as laid down in Annexure C to this NIT. The contractor shall mention his quotation for contract work in the form of rate (in Indian rupees to be mentioned in figures and words separately) per vehicle/month for total contract period i.e. w.e.f. 01.04.2020 to 31.03.2021. The quoted rate shall include all the taxes and all other liabilities. Bid shall not be submitted based on the quotation rate on the number of vehicles to be deployed.

## 8. EARNEST MONEY DEPOSIT (EMD):

Earnest Money Deposit of Rs. 5,000/- (Rupees Five thousand only) in the form of Demand Drafts/ Banker's Cheque of Scheduled Bank drawn in favour of the Commissioner of GST and Central Excise (Appeals-I), Chennai-34 shall be submitted. Scanned copy of the instrument is to be uploaded online. The Hard copy of original documents in respect of Earnest Money Deposit must be produced on or before Technical bid opening date/time as mentioned in critical date sheet. Bidders are requested to write their name and mobile number at the back of the DD/Bankers Cheque submitted. Tender without Earnest Money Deposit shall be rejected. EMD shall be forfeited in case the eligible bidder withdraws or the details furnished in Annexures are found to be incorrect or false during the tender selection process. Tenders will be treated as non-responsive and will be rejected, at the initial stage itself, if hard copy of EMD is not received on or before opening of Technical Bid. The EMD of the unsuccessful bidders will be returned within 15 days from the date of completion of the selection process. No interest of whatsoever the nature shall be payable by the Department towards Earnest Money Deposit.

# 9. PERFORMANCE GUARANTEE:

The Successful bidder has to submit an amount equal to one month's payment as performance guarantee deposit in the form of Bank guarantee from a Nationalized Bank / Demand Draft / Banker's Cheque of a Scheduled Bank drawn in favour of "of GST and

Central Excise (Appeals-I), Chennai-34 before awarding the contract. The performance guarantee shall be refunded to the selected bidder without any interest within one month from the completion of contract period.

- other enclosures appended to it as a token of having read and understood the terms and conditions contained therein and submit the same along with the Technical Bid. The bidder would fill up the information in the Annexure B & C enclosed at the end of this document in clear and legible terms. Wherever required the price quoted shall be written in figures and words as well. Annexure shall also have to be signed and stamped by the bidder or his authorized signatory. The bidder shall quote their rates for the service to be provided (in both words and figures), which should include deduction towards PF and ESI, bonus etc. and the same would not be payable over and above the rates thus quoted.
- **11**. Enquiry/details regarding the work, terms and conditions if any, can be obtained from the Superintendent of GST and Central Excise Appeals-I (PRO), Room No. 214, II Floor, Main Building, GST BHAWAN, Nungambakkam, Chennai-34 Ph.- 044-28335058 on any working day during office hours.
- 12. The Critical Dates for the Tender Submission and processing are as under:

Published Date : 05<sup>th</sup> March 2020 (04.00 P.M.)

Bid Submission Start Date : 05<sup>th</sup> March 2020 (04.00 P.M.)

Bid Submission End Date : 26<sup>th</sup> March 2020 (11.00 P.M.)

Technical Bid Opening Date : 27<sup>th</sup> March 2020 (11.00 P.M.)

Financial Bid Opening date\* : 27<sup>th</sup> March 2020 (12.00 P.M.)

\*(Those bidders, who have qualified in the Technical Bids)

- 13. The tenders/quotations received unsigned/incomplete and/or filed after the said due date shall be summarily rejected. The Office of the Commissioner of GST and Central Excise (Appeals-I), Chennai-34 reserves the right to postpone / and / or accept or reject any or all tenders without assigning any reasons thereof.
- **14**. This office reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds of such action.

- **15**. The tender forms shall be rejected if it is not complete in any aspect. The tender documents are not transferable.
- **16**. The detailed terms and conditions and other details including the proforma in which the application is to be made, is enclosed as Annexure-A, B & C and is available on the official website of the Department, <a href="mailto:centralexcisechennai.gov.in">centralexcisechennai.gov.in</a> & Central Public Procurement Portal <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>.
- **17**. Interested service providers are advised to visit Central Public Procurement Portal website https://eprocure.gov.in/eprocure/app regularly till closing date of submission of tender for any corrigendum/addendum/amendment.
- 18. Not more than one tender shall be submitted by one contractor or contractors 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.
- **19**. In the event of the above-mentioned date for Technical Bid Opening being subsequently declared as a closed holiday for this office, the tenders will be opened on the next working day at the scheduled time.
- 20. Submission of any bidding documents/details (except EMD in sealed cover) will not be accepted by this office.

R. Lunthy (R. SAVITHRI) 05/03/2020.

ASSISTANT COMMISSIONER

### Copy to:

- 1. Asst. Commissioner of GST & CENTRAL EXCISE, CHENNAI NORTH
  - for uploading the Tender Notice on websites.
- 2. Notice Board.

#### Annexure - A

#### **TERMS AND CONDITIONS**

#### **Eligibility Criteria:-**

- The bidder should be duly registered with concerned Central/State Govt. authorities and should be well established Taxi Agency/Firm (herein after referred to as the agency/firm preferably having experience to provide vehicles to Central/State Government or PSUs to which they have extended similar services in past two years.
- 2. The firm should either have own sufficient number of models of vehicles not older than three years for hiring or have a clear agreement with vehicle owners/providers. A list of vehicles owned by the vendor and the details of the vehicles to be provided to this office should be mentioned in the bid. He should also have a minimum turnover of Rs. 10, 00,000/- (Rupees Ten Lakhs) per annum in the last three years.
- 3. He should possess a Shop & Establishment Certificate, Service Tax and Income Tax Registration Certificate & PAN Card.
- 4. The vehicles to be provided should be in excellent working condition and not older than three years as on 31.03.2020. Applicant agency/firm should mention the year of manufacture of the vehicles. The vehicles should be kept neat and clean and in perfect running condition with clean interiors and proper upholstery.
- 5. If any service provider / agency is willing to give a brand new vehicle than they can submit a booking slip of the new vehicle and in the meantime till the delivery of vehicle, they may provide vehicle of similar make/class make of which should not be older than three years.
- 6. Vehicles to be deployed in the office should be registered as "Commercial Vehicle".
- 7. Vehicles shall be deemed to be at the disposal of the Commissioner of GST & Central Excise (Appeals-1), 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai-600034 and the billing for kilo meters and hours shall be counted from reporting place to relieving place.
- 8. Vehicles to be deployed will not be used for any other commercial/personal purpose or any other purpose by the service provider.
- 9. The agency/firm shall provide dedicated vehicles and drivers and any change in vehicle and/or driver should be made only in very exceptional circumstances. Replacement of the vehicle/driver should be provided in the event of a breakdown of vehicle/non-availability of driver. In case of the condition of the vehicle is not found to be satisfactory, they shall be returned for replacement with immediate effect. In case no replacement is provided on time, the Commissioner of GST & Central Excise (Appeals-1), 26/1, Mahatma Gandhi Road, Nungambakkam,Chennai-600034 would have a right to hire a vehicle from the market and the additional cost incurred will be borne by the agency/firm.

#### Penalty clause :-

- 10. In case of breakdown of vehicle, a substitute shall be provided by the agency/firm immediately. In case vehicle does not report within reasonable time or does not report at all, Refusal of duties, Change in driver without prior intimation or any other matter this office would have a right to put fine upto Rs. 1,000/-per day per vehicle/hire a vehicle from the market and the additional cost incurred by the office will be borne by the agency/firm and fine amount will be levied and will be deducted in the bill amount on the basis of the certificate signed by the controlling officer Superintendent of Commissioner Appeals-I (PRO), Nungambakkam, Chennai- 34. In case, neither a substitute vehicle is provided nor a vehicle is hired by the office; proportionate contract charges are liable to be deducted from the contract charges payable.
- 11. In case of any expenses incurred by the controlling officer/any representative of the Department for the purpose of fuel/penalty for violation of law by the driver or non compliance of rules/stipulations by the vehicle and driver, they shall be reimbursed by the contractor within 5 (five) days of such payment. Failure to do so shall attract a penalty at the rate of Rs. 500/- per day beginning from the 6<sup>th</sup> day of such payment.

#### **Drivers requirements:-**

- 12. The drivers deployed along with the vehicle should satisfy the following conditions:
  - a) Drivers should have minimum five years' experience of driving. They should have valid driving licenses for driving passenger vehicles on hire. Copy of the same should be submitted on joining of duty.
  - b) Drivers should be well versed with the roads and the places in Chennai and should have experience in city driving.
  - c) Once the driver has been allotted to a particular vehicle, he should remain with the same vehicle for the period of six month. Any change in the designated driver in a case should be intimated to the concerned officer before 24 hours of such change is affected.
  - d) Driver should be provided with a mobile phone with a working contact number.
  - e) Conduct of drivers should be decent and well behaved. He shall ensure continuity of service in any accidental instances/unlawful casualty, the service provider and driver should not have any criminal cases against them and should not have any past history of accidents.
  - f) Drivers should not be addicted of any kind of psychotropic substances/alcohol.
  - g) Driver should have Police verification report.

#### **Terms of Payments:**

The contractor shall submit the bill on monthly basis in duplicate duly certified by the PRO section and same shall be paid thereof after making recovery, if any. No interim bills will be entertained. The bill payment will be subject to TDS applicable under the Income Tax Act 1961.

ii) Mode of payment will be monthly and through Electronic Clearing System. Tax shall be deducted at source as per the Income Tax Rules form the monthly bills. For this, the contractor is supposed to submit a mandate form to the office. In all cases, the contractor shall present his bill pre-receipted with proper revenue stamp.

### Other Terms & Conditions:-

- The bid should be enclosed with the self attested copies of Registration Certificate, Insurance Certificate, PUC and RTO documents of the vehicles intended to be engaged by the bidders. All submitted documents should be self attested.
- 2. The monthly charges payable shall be all inclusive, i.e. driver, fuel, maintenance, cleanliness, repairs, insurance etc. and any other incidental expenses but shall be exclusive of GST.
- 3. On acceptance of quotation, the copy of the registration certificate of the vehicle and the particulars of drivers shall be submitted to this office.
- 4. A log book specifying daily reporting and relieving time as well as daily opening and closing meter reading shall be maintained for the vehicle. The bidders shall provide a photo copy of logbook along with the remarks, if any, of the officers/departments to whom the vehicle has been assigned along with the bill.
- 5. Payment shall be made only on monthly basis and on receipt of the bill after rendering satisfactory service. The payment will be released within a period of 30 45 days from the date of submission of bill.
- 6. He shall submit CA Certificate and/or audited copies of Balance Sheet and Profit & Loss Account for the last three years.
- 7. One month prior notice should be given by the service provider for termination of contract. Discontinuation of service by the service provider will result in forfeiture of security deposit.
- 8. This office reserves the rights to terminate the contract after giving Fifteen days notice.
- 9. This department shall not be responsible for any challan, loss, damage due to any accident of the vehicle or to any other vehicle or for the injury to the driver or to any third party. The loss or damage or legal expenses on this account shall be borne by the service provider/contractor.
- 10. Work discipline and etiquettes should be maintained by staff of the bidders.

- 11. On receipt of complaint from the user regarding misbehavior, discourtesy, wastage of time in finding out the route to any destination, unsatisfactory condition of the vehicle, and /or repeated delay in reaching the report point, for every instance a penalty upto Rs.1000/- shall be levied on the service provider. Repeated complaints of the driver will result in the termination of the contract.
- 12. In case if any vehicle is utilized less than 2000 kms/2500 kms by respective vehicle in a month, balance Kms shall be carried forward for next three months and will be adjusted against extra mileage of the same vehicle or any other vehicle hired from the same vendor.
- 13. No garage facility will be provided by the department and it will not responsible for the parking place.
- 14. The department will have the sole discretion to extend the period of contract beyond contract period or terminate the contract prematurely wholly or partially.
- 15. Technical Bid shall not mention any financial matters such as amount quoted per month etc. Upon observance of any such mention in the Technical Bid documents, the Tender will be summarily rejected.
- 16. The Financial Bid will be opened only if the Technical Bid is found to be satisfactory and complying all terms and conditions.
- 17. The contract will be awarded to the lowest bidder subject to the fulfillment of all the terms & conditions given in this notice and physical inspection of the vehicle intended to deploy.
- 18. This office reserves the right to accept or reject any tender, even the lowest one, without assigning any reasons thereof. Further, this office reserves the right to scrap the entire tender process at any stage without assigning any reasons thereof.
- 19. The liability of the Commissioner of GST & Central Excise (Appeals-I), Nungambakkam, Chennai-34 will be limited to the hiring charges agreed in the contract.
- 20. In any matter during the period of this contract, which has not been specifically covered by this contract, the decision of the Commissioner of GST & Central Excise (Appeals-I), Nungambakkam, Chennai-34 will be final.
- 21. No additional terms & Conditions stipulated above will be entertained by the Commissioner of Customs, Custom House, Tuticorin.
- 22. In case of dispute of any kind and in respect whosoever, the decision of the Commissioner of GST & Central Excise (Appeals-I), Nungambakkam, Chennai-34 shall be final and binding to all.
- 23. The Commissioner of GST & Central Excise (Appeals-I), Nungambakkam, Chennai-34 reserves the right to amend, rectify, alter or relax any conditions, referred above for this tender, without assigning any reasons