



कार्यालय आयुक्त (अपील)  
OFFICE OF THE COMMISSIONER (APPEALS)  
माल एव सेवा कर और सी एक्स  
GST & CX APPEALS COMMISSIONERATE  
चंडीगढ़  
CHANDIGARH

C.No.I-22/Commr(A)/CHD/E-Procurement/2017

Dated: 11.05.2018

### TENDER NOTICE FOR PROVIDING VEHICLE ON HIRE BASIS

The Office of the Commissioner of Goods & Services Tax Appeals Commissionerate, Chandigarh invites sealed tenders/quotations for providing of following vehicles:-

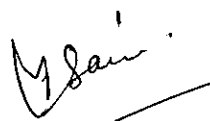
1. One vehicle like Innova (not older than two year) with safety features on hire basis with driver & with fuel for official use in the Office of the Commissioner, Goods & Service Tax Commissionerate Appeals, Chandigarh, C.R. Building, Plot No. 19, Sector 17-C, 5<sup>th</sup> Floor, Chandigarh for official use for a period of nine months i.e. from 01.07.2018 to 31.03.2019 (both days inclusive).

The interested service providers may submit their Tender documents in the prescribed form duly signed and stamped, in a sealed cover to the Deputy Commissioner of Goods & Services Tax Appeals Commissionerate, Chandigarh C.R. Building, Plot No. 19, Sector 17-C, 5<sup>th</sup> Floor, Chandigarh. The tenders can also be sent by Registered Post/AD. Rates may be quoted for the use of maximum of 25/26 days in a month and up to 2500 km. The last date for receipt of Tender is 01.06.2018 up to 1600 hrs. Tenders shall be opened on 02.06.2018 at 11.30hrs in the presence of bidders/tenderers, who wish to be present. The tenders/quotations received incomplete and/or filed after the due date and time shall be summarily rejected. This office

reserves the right to accept or reject any or all tenders without assigning any reasons.

The detailed terms and conditions are enclosed as Annexure-"A" to this Tender Notice can be downloaded from the website i.e. [www.cexchd1.gov.in](http://www.cexchd1.gov.in) or can be seen at the notice board at the address mentioned in the above Para.

For any query, please contact Administrative Officer (Admn)) at 5th Floor of the C.R. Building, Plot No. 19, Sector 17-C during office hours on or before 29.05.2018.

  
(Deputy Commissioner)  
उप आयुक्त  
द्वितीय चक्र एवं मालाखर चण्डीगढ़  
Deputy Commissioner (Appeal)  
Central Goods & Services tax, Chandigarh

ANNEXURE-"A"

**TENDER NOTICE FOR PROVIDING VEHICLES ON HIRE BASIS**

The Office of the Commissioner, Goods & Service Tax Commissionerate (Appeals), Chandigarh, invites sealed tender/ quotations for providing vehicles on hire basis at the following locations.

S.No.	Location	No. of vehicles required
1.	C.R. Building, Plot No. 19, Sector 17-C, 5 <sup>th</sup> Floor, Chandigarh-160017	Innova (not older than two years) with safety features on hire basis with driver and fuel

Separate sealed Technical and Financial bids should be kept in a single sealed envelope and super scribed with "Tender for Hiring of Vehicles". The Technical bid shall be in form given as **Annexure-"B"** alongwith **Annexure-"C"** and the Financial bid shall be in the form given as **Annexure-"D"**. The separate technical and financial bids should be clearly marked "Technical Bid" or "Financial Bid" on their respective envelopes.

**Terms and Conditions:**

**A) Terms and Conditions for Prequalification, Technical Bids and Financial bids:**

- 1) The service provider should be a well-established agency engaged in providing vehicles on hire.

- 2) The bid should be for monthly hire charges (exclusive of GST). The vehicles to be provided should be in excellent working condition and not be of make older than 2016 model. Newer models will be given preference if other terms are the same.
- 3) The aforesaid vehicles will be hired for a period of 09 Months from the date of submission of agreement paper.
- 4) The service provider should be eligible to hire out vehicle as per RTO norms. It is the sole responsibility of the service provider to obtain necessary permission/ certificate, if any, from RTO or any other Govt. Agency.
- 5) The service provider should ensure that the hired vehicle must be covered under 'Comprehensive Insurance Policy' during the period of contract. In the event of the accident, the claim for the damage of property or injury to third party shall be settled by the service provider himself and the department will have no liability in this regard.
- 6) The service provider should ensure that the vehicle complies with the norms of pollution control and obtain 'PUC' i.e. **"Pollution Under Control" Certificate**, from time to time, from the competent authority under the period of contract.
- 7) The bid should be given for monthly rental basis which would include all charges. The hiring charges will be paid to the service provider on monthly basis. TDS and other taxes as applicable will be deducted from each bill, as applicable.
- 8) Service provider should provide to **the department, the complete details of vehicles, certified copies of the RC, alongwith the copy of the valid comprehensive insurance policy alongwith the bid.**
- 9) Any person who is in government service or any employee of the department will not participate directly or indirectly in the providing of vehicles and will not co-act with service provider.
- 10) Inspection of the vehicles will be done before finalizing the contract and also periodically by the competent authority.
- 11) The service provider shall submit two different tenders viz. Technical Bid in annexure 'B' and Financial Bid in annexure 'D'.
- 12) The Technical Bid shall contain the number of years of experience of the service provider in this field, **the make and model of the vehicle offered, date of manufacture, Registration Number of vehicle offered, details of permit, if any required for hiring vehicles, Insurance details, PUC details, GST/Service Tax Registration Number & PAN Number of service provider.** There shall be no mention of any financial matters such as

- amount quoted per month etc. in the Technical bid. Upon observance of any such mention in the Technical bid, the tender will be summarily rejected. The technical bid should also contain a declaration by the service provider that he is agreeable to all the terms and conditions as above mentioned and the vehicle is being offered only after being satisfied with the said terms and conditions.
- 13) The Financial bid will be opened only if the Technical bid is found to be satisfactory.
  - 14) The Financial Bid shall contain the amount quoted for per month hiring charges for the period hire, in terms of the departmental requirement as in preceding paragraphs.
  - 15) Before finalization of contract, the condition of vehicles and driver's proficiency would be checked by conducting driving trials. If the condition is found to be not satisfactory, the bid will be summarily rejected.
  - 16) The service provider shall enter into an agreement on the stamp paper with affixing appropriate stamp duty, within 5 days from the date of communication of acceptance of his offer, by this office.
  - 17) The Deputy Commissioner of GST Appeals Commissionerate, Chandigarh reserves the right to require fulfillment of other conditions, not expressly mentioned which are consistent with use of vehicle on hire with this office and to reject any or all tenders without assigning any reason there for.
  - 18) Only those service providers should apply, who agree with above terms and conditions unconditionally. Conditional acceptance or proposing modification of any condition/s will invalidate the tender.
  - 19) The successful bidder shall not be allowed to sublet / subcontract the contract to any other contractor.
  - 20) Bidder has to produce the vehicle before the competent authority to watch the Condition of vehicle (for old vehicle) before opening of financial bid.

**B) General Terms and Condition after awarding tenders:-**

- 1) The hired vehicles should be available at office premises for executing prompt action as directed by departmental officer everyday for 25/26 days in a month (including Saturday, Sundays & holidays, if required by the department) for a time of 10 to 12 hours per day. It will also be used to make out- station trips and can be called during odd hours, when required. During outstation trips, the vehicles should be available at all times with non restriction of hours.

- 2) In the course of the official work, the vehicles may also be required to be used, as and when required, beyond the geographical jurisdiction of Hqrs./Division of this Commissionerate.
- 3) The vehicles with the drivers would be placed at the disposal of department as and when required. The department would be free to use the hired vehicles in any manner for carrying officials, materials, records etc., as per requirements and the firm will not have any objection to it.
- 4) The hiring charges shall be on the basis of zero based mileage i.e. mileage starting/ending from/at aforesaid Commissioner office of GST Appeals Commissionerate, Chandigarh.
- 5) The department will be liable to pay the hiring charges and service tax only. Other liabilities like monthly charges of Drivers, Repairs and Maintenance of vehicles, Insurance, PUC, Petrol/Diesel, Oil and any other incidental expenses including outstation stay of the driver, shall be borne by the service provider. In case of any mishap/accident, all the claims arising out of it, shall be met by the service provider. In any case, the department is not liable to pay any other charges in addition to above.
- 6) The service provider should deploy well experienced drivers having a valid driving license for the hired vehicles. Service Provider should ensure that, the drivers on duty are well behaved and wear decent uniform and are well conversant with road routes in UT/Punjab/Himachal Pradesh/New Delhi (preferably Chandigarh too) and local language. The vehicles should be legally utilizable all over UT/Punjab/Himachal Pradesh/New Delhi (preferably Chandigarh too) and in neighboring states. The driver of the vehicle should be equipped with mobile telephone in full working conditions at all times.
- 7) The vehicles should be in excellent running condition with proper exteriors and new interiors & upholstery.
- 8) In order to ensure day to day smooth functioning, the service provider shall not change the vehicle once hired. In case of emergency, the said changes may be done with the prior intimation/permission. In case, wherein a regular vehicle cannot be provided for any reason including repairs, servicing, breakdown etc., a replacement vehicle of similar category will be provided immediately in place of the regular vehicle.
- 9) The service provider shall provide fire extinguisher in the vehicles.
- 10) The driver would have to be approved by the department after being used for a week. The driver once approved by the department should not be changed over a period of contract unless an exigency arises or he fails to provide service upto the satisfaction of the department.
- 11) The driver of the vehicle shall maintain a "Log Book" for the movement of the vehicle in the format prescribed by the Department and shall submit the extract every month before 5<sup>th</sup> of the next month alongwith bill and duty slip.
- 12) The service provider should also have 24 hours working telephone so that he

- can be called in case of any problem pertaining to the vehicle or the driver.
- 13) It will be the responsibility of the service provider to ensure that the vehicle is washed, exteriors are polished and interiors are vacuum cleaned /washed/dry cleaned at regular intervals. If the vehicle is dirty then the officer can refuse to use it and penalty would be imposed upon the service provider.
  - 14) The service provider should ensure the proper maintenance of battery, coolant, oil type pressure periodically.
  - 15) The vehicle will be parked in the office premises or in any other premises as required by the department. In case it is required to be parked in service provider's premises then no dead mileage would be payable from the service provider's premises to starting point and vice-versa. Mileage will be counted from the point of reporting as desired by department.
  - 16) The service provider should ensure that in normal circumstances the fuel tank should never be less than half of the tank capacity. For outstation trips, the driver should be provided ample cash by the service provider, to take care of extra fuel usage and other charges/expenses.
  - 17) The department will not be under any obligation, legal or otherwise, to provide employment to any of the personnel of the service provider during or after the expiry of the hire period. The department recognizes no employer-employee relationship between the department and the personnel deployed by the service provider. The department shall not be responsible financially or otherwise for any injury to the vehicle or driver or person deployed by the service provider for the period of contract.
  - 18) During the period of the contract, the vehicle or the driver shall not be employed by the service provider for providing any service to any person other than the Department; Once hired, the vehicle will not be put to use for other purposes, and the vehicles and drivers will work under the overall supervision of the Department for which they will do all as is necessary.
  - 19) The contract can be terminated by the department without assigning any reason by giving an advance notice of 7 days.
  - 20) The service provider shall not terminate the contract without prior notice of at least one month.
  - 21) In the event of re-organization or structural changes of the department/zone/Commissionerate, the number of vehicles hired may be reduced/increased as per the requirement of the department or the agreement may be cancelled/terminated without any prior intimation.

**C) Terms & Condition for payments:-**

The billing will be done on monthly basis. The monthly bills, in duplicate, shall be submitted to the concerned vehicle in-charge within 15<sup>th</sup> week of every subsequent month. The department will not make any advance payment. The vehicles will be used, generally, for a maximum distance of 2500 kms. However in rare circumstances when it may be-

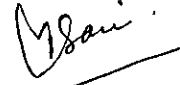
required-for over 2500 kms in a month the payment would be made on per kilometer basis.

**D) Penalty Provision:-**

A penalty of Rs. 500/- per vehicle will be levied and deducted from the bill if any vehicle or driver or agency/ firm fail to meet effective terms and conditions on any day. Time is of essence in official matters. The vehicle with driver should invariably reach before the appointed time whenever called. If the driver (with vehicle) reaches after the scheduled/given time, the department would be within its rights to refuse the vehicle and impose penalty upon the service provider. On every occasion that driver or the vehicle is not able to reach at the appointed time, pro-rata deduction for that day and an additional penalty of Rs. 500/- per day would be imposed and deducted from the monthly bill.

In case of dispute the decision of the Deputy Commissioner of GST Appeals Commissioner, Chandigarh shall be final and binding.

The Deputy Commissioner of GST Appeals Commissionerate, Chandigarh reserves the right to reject or ignore any bid either in full or part without assigning any reason thereof.



**(Mamta Saini)**  
**Deputy Commissioner**  
**Appeals Commissionerate,**  
**Chandigarh**

उप आयुक्त (अपील)

केन्द्रीय वस्तु एवं सेवाकर चण्डीगढ़

**Deputy Commissioner (Appeal)**  
**Central Goods & Services tax, Chandigarh,**



**(TECHNICAL BID)**

(To be submitted in a separate sealed envelope superscribed as  
"TECHNICAL BID")

1	Name, address and telephone / mobile no. of the tenderer i.e. the Applicant Contractor	
2	Permanent Account No. (PAN) (copy of the PAN to be submitted)	
3	GST/Service Tax Registration No., if any (Copy of the Certificate to be submitted)	
4	Details of the Vehicles offered - Model and Year of manufacture of Vehicles offered. Copy of RC, Insurance certificate and Pollution	
5	Self-certification that no criminal case is pending against the driver.	

**Signature with Stamp**

ANNEXURE – C

UNDERTAKING BY THE BIDDER

1. I/We undertake that my/our firm M/s ..... has not been blacklisted by any Govt. Department/Public Sector Undertaking/Autonomous Body.
2. I ..... Son/Daughter/Wife..... of.....  
Shri.....Proprietor/Partner/Director/  
Authorized signatory of M/s.....  
am competent to sign this declaration and execute this tender document.
3. I have carefully read and understood all the term and conditions of the tender and undertake to abide by them.
4. The information/documents furnished along with the above application is true and correct to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
5. I/We understand that in case any deviation is found in the above statement at any stage, my/our concern/firm/co. shall be blacklisted and shall not have any dealing with the Department in future.

Signature of the authorized  
Signatory of the firm/Company/Organization

Date:

Office Stamp/Seal

Place:

ANNEXURE - "D"

(FINANCIAL BID)

(To be submitted in a separate sealed envelope super-scribed as "Financial Bid")

Vehicle type / Model	Rate per month per vehicle exclusive of GST/Service Tax (Amt. in Rs.)	Extra charges per KM beyond 2500 Kms
One Car with driver with fuel  For GST Appeals Commissionerate Appeals, Chandigarh, C.R. Building, Plot No. 19, Sector 17-C, 5 <sup>th</sup> Floor, Chandigarh.		

I have read the terms & conditions of the Tender Notice and agree to abide by them. The rate will be fixed for the whole financial year 2018-2019.

Seal : Signature of authorized person

Full Name (with seal ) \_\_\_\_\_