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कार्यालय आयुक्त, मॉल एवम सेवाकर आयुक्तालय, चंडीगढ़

केन्द्रीय राजस्व भवन प्लॉट नं 19, सैक्टर चंडीगढ़, सी 17-160017

OFFICE OF THE COMMISSIONER

GST COMMISSIONERATE, CHANDIGARH

C.R. BUILDING, PLOT NO. 19, SECTOR-17-C, CHANDIGARH-160017

C.No. .I-22(2)Supdt Hqrs./Vehicle Hiring against Cond. Veh./02/2017 / 4254 / 13/12
Dated: - 13.12.2017

सेवा में,

The Assistant Commissioner (Systems),
Central Goods & Services Tax Commissionerate,
Chandigarh.

महोदय,

विषय: Forwarding of Tender Notice for uploading in Departmental Portal- reg.

Please find enclosed Tender Notice (hiring of ten vehicles) for uploading in departmental portal i.e. www.cbec.gov.in & www.cex.chd1.gov.in. This is for your information & necessary action please.

संलग्न: As Above

भवदीय

सहायक आयुक्त (प्रशासन)

Copy forwarded for information and necessary action: -

1. Administrative Officer (Admn), Central Goods and Services Tax Commissionerate, Chandigarh w.r.t. publish the tender in GEM and four national news, paper (i.e. Two English and Two Hindi).

सहायक आयुक्त (प्रशासन)



कार्यालय आयुक्त ,मॉल एवम सेवाकर आयुक्तालय, चंडीगढ़

केन्द्रीय राजस्व भवन प्लाट नं 19 ,सैक्टर चंडीगढ़ ,सी 17-160017

OFFICE OF THE COMMISSIONER

GST COMMISSIONERATE, CHANDIGARH

C.R. BUILDING, PLOT NO. 19, SECTOR-17-C, CHANDIGARH-160017

C. No. I-22(2)Supdt Hqrs/Vehicle hiring against Cond. Vehicle/02/17

Dated : - 12.2017

TENDER NOTICE FOR INVITING VEHICLES ON HIRE BASIS:

This Tender is being invited from the reputed taxi operators/ service providers for hiring of 10 Nos. (ten) of vehicles as model, period of validity of awarding tender, **financial limit, distance limit and station mentioned below on monthly basis (exclusive Goods and Services Tax (GST), if any)** from Service providers for O/o of Chief Commissioner, CGST Zone, Chandigarh, o/o The Commissioner, Central Goods & Services Tax Commissionerate, Chandigarh and Division Offices.

Cluster	Length of the car/Type of vehicle	Name of vehicle	NO. of vehicle required	Station for hiring vehicle	Maximum kms to be run in a month	Maximum hiring charges per vehicle excluding GST/Service Tax (In Rs.)	Earnest Money (For each cluster) (In Rs.)	Last date & time of submission	Date & Time of opening of bid
I	U4000mm A-3 segment Mid-size MPVs vehicle (Not older three years)	Like Toyota Innova etc. (with safety features)	01	CC, CGST Zone, Chd (Staff Car) (with Driver & With fuel)	2500Kms (30/31 days)	40,000/-	2,000/-	01.01.2018 12:00Hrs	03.01.2018 16:30 Hrs.
II	4001 to 4500mm A-3 Segment Mis-size vehicle (Not older three year)	Like Honda City etc. (with safety features)	01	Commissi oner, CGST, Chd (Staff Car) (with Driver & With fuel)	2500Kms (30/31 days)	40,000/-	2,000/-	01.01.2018 12:00Hrs	03.01.2018 16:30 Hrs.

III	4001 to 4500mm A-3 Segment Mis-size vehicle (Not older three year)	Like Honda City etc. (with safety features)	01	ADC (CCU), CGST, CZ, Chd (with Driver & With fuel)	2000Kms (25/26 days)	40,000/-	2,000/-	01.01.2018 12:00Hrs	03.01.2018 16:30 Hrs.
IV	4001 to 4500mm Mid Size A-3 Segment (Not older three year)	Like Etios etc. (with safety features)	03	Commissi onerate, CGST, Chd (with Driver & With fuel)	2000Kms (25/26 days)	40,000/-	2,000/-	01.01.2018 12:00Hrs	03.01.2018 16:30 Hrs.
V	U4000mm Mid-size B-2 Segment MPVs vehicle (Not older three years)	Like Toyota Innova etc. (with safety features)	01	Preventiv e Hqrs, Chd (with Driver & With fuel)	2000Kms (25/26 days)	40,000/-	2,000/-	01.01.2018 12:00Hrs	03.01.2018 16:30 Hrs.
VI	U4000mm A-2 small-size vehicle (Not older three years)	Like Maruti Dzire etc.	03	AC/DC, CGST Division-I II and III Chd	2000Kms (25/26 days)	30,000/-	2,000/-	01.01.2018 12:00Hrs	03.01.2018 16:30 Hrs.

The tender Enquiry documents can be downloaded from the official website www.cbec.gov.in and <http://cexchd1.gov.in/> from 14.12.2017 onwards. However, **Annexure 'A' and 'C' has to be uploaded in Technical bid with relevant documents, Annexure 'B' in BoW pdf format has to be uploaded in financial bid** and Annexure 'D' will be provided to the successful bidder during awarding of tender for furnishing of agreement paper to this office which will be made between the firm and this office.

TERMS AND CONDITIONS

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

- 1) The service provider 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 should not be older than three years from the date of issue of tender.
- 3) All the aforesaid vehicles to be are hired for a period of three months from the date of submission of agreement paper as per in Annexure 'D' agreement. After submission of awarding of tender and shall be commercially registered.
- 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 Transport Agency.
- 5) The service provider should ensure that the hired vehicle must be covered under 'Comprehensive insurance policy' during the period of contract. In event of the accident, the claim for the damage of properly or injury to third party shall be settled by the service provider himself. The department will not have any liability.
- 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. Further, the service provider should ensure that the comprehensive insurance policy for the vehicles in force during the entire period of contract. For new vehicle, the same has to be submitted within 5 days of awarding of tenders.
 - 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 and Financial Bid.
 - 12) The Technical Bid shall contain the number of years of experience of the service provider in this field, the made 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 in Annexure 'A'. There shall be not mentioned 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 Commissioner of Central Goods & Services Tax 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) **Earnest Money and Performance Security:**
- 1) **Earnest Money Deposit (EMD):** An Earnest Money Deposit, as per aforesaid schedule will have to be submitted while applying for the contract in the form of **Demand Draft in favor of Assistant Chief Account Officer (P&C), Central Goods & Services Tax Commissionerate, Chandigarh for the amount of Rs. 2,000/- without which the quotations will not be considered. The demand draft in original has to be reached to the the Administrative Officer, Central Goods & Services Tax**

Commissionerate, Chandigarh, Ground Floor, Central Revenue Building, Plot No. 19, Sector-17C, Chandigarh-160017 before opening of technical bid. However, scanned copy of Demand Draft has to be uploaded as proof of EMD in technical bid folder on CPPP. The EMD amount Will be returned to the unsuccessful bidders after the finalization/ completion of tender.

- 2) **Performance Guarantee (Security Deposit):** The successful bidder will be wholly and solely responsible for any damage/levy/claim will be liable to pay the said damage/levy/claim. In this context, the successful bidder will **deposit Rs.5,000/-** (Rs. five thousand Only) as performance security which is non-interest bearing in the **shape of Bank Guarantee issued by a Nationalized Bank only drawn in favour of the Administrative Officer, Central Goods & Services Tax Commissionerate, Chandigarh, Ground Floor, Central Revenue Building, Plot No. 19, Sector-17C, Chandigarh-160017 payable at Chandigarh.** The said performance security will be deposited at the rate of Rs. 5,000/- per vehicle/cluster. The security deposit will be refunded only after the expiry of the contract.

The deposit is liable to be forfeited, if during the period of contract the services of the contractor are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to any action by the department that the contractor firm any invite upon themselves due to any of the reasons.

C) 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 officers everyday for 30/31 days for Cluster-I & II and 25/26 days for (Cluster III to VI) 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, Chandigarh.
- 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 **Hqrs/ respective** Division/ CCU offices of Commissionerate, Chandigarh/Shimla.
- 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 vehicle's interiors should be equipped with all the useful and required accessories and the department can ask for any new accessory and or change in interiors, when felt necessary.
- 7) 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.
- 8) The vehicles should be in excellent running condition with proper exteriors and new interiors & upholstery.

- 9) 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.
- 10) The service provider shall provide fire extinguisher in the vehicles.
- 11) 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.
- 12) 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 5th of the next month alongwith bill and duty slip.
- 13) 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.
- 14) 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.
- 15) The service provider should ensure the proper maintenance of battery, coolant, oil type ressure periodically.
- 16) 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.
- 17) 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 case of extra fuel usage and other charges/expenses.
- 18) 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.
- 19) 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.
- 20) The contract can be terminated by the department without assigning any reason by giving an advance notice of 15 days.
- 21) Hiring of staff car shall preferably be discontinued as soon as the entitled officer is transferred out from the formation and the post falls vacant. If an officer entitled for staff car holds additional charge(s), no staff car shall be hired against the additional charge(s), if at the same station.
- 22) The staff car may be hired by the HOD if the officer entitled for staff car holds additional charges (s) at another station or as and when the post is filled up again and once the new officer joins duty.
- 23) The service provider shall not terminate the contract without prior notice of at least one month.
- 24) 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.

D). 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 1ST week of every subsequent month. The department will not make any advance payment. The vehicles will be used, generally, for a maximum distance of 2000 kms (2500 kms for Cluster I & II only) as per aforesaid schedule. However in rare circumstances when it may be- required-for over 2000 kms (2500' Kms for Cluster I & II only) in a month the payment would be made on per kilometer basis.

E) 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 Commissioner of Central Goods & Services Tax Commissionerate, Chandigarh shall be final and binding.

The Commissioner of Central Goods & Services Tax Commissionerate, Chandigarh reserves the right to reject or ignore any bid either in full or part without assigning any reason thereof.


13/12/17
Assistant Commissioner
CGST Commissionerate,
Chandigarh

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:...../.....2017

To,

Sub:- Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender /Work:

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), Schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.
6. I/We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official seal)

ANNEXURE – A
TECHNICAL BID

(Technical bid for the Vehicle forkms) Cluster No.

1.	Name of firm/Company/Agency (Copy of Shop Act/ Company Registration Certificate should be enclosed, if available)			
2.	Name and Address of bidder or firm:			
3.	Mobile no. of Bidder:			
4.	PAN No. (enclose self attested copy of proof):			
5.	Service Tax Registration no. (enclose self attested copy of proof):			
6.	Name of the Vehicle:			
7.	Details of the Earnest Money for each cluster:-			
	(i) Name of the Bank:			
	(ii) B. D. No. & Date:			
	(iii) Amount: (Earnest Money)	Rs.		
8.	Whether providing new vehicle (Write YES or NO)			
9.	Name / Model and year of manufacture of Vehicle	Vehicle name / model	Year of manufacture	Whether Commercially registered or not
10.*	RC Book No. for each vehicle (enclose self attested copy of proof)			
11.*	Kms run by the vehicle upto date of filing of tender			
12.	Whether blacklisted by any Central / state Government or Central / State Government under takings? If blacklisted, indicate details.(submit the affidavit about non-blacklisting in prescribed format) (enclosed self attested copy of proof)			
13.	Whether convicted any court of law? If convicted, indicate details and enclosed a self attested copy of the court's order.			

* Not applicable for the bidder who wants to give a new vehicle if the contract is awarded to him.

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any state; I/we will be blacklisted and will not have any dealing with the Department in future.

(Signature of Authorized Signatory with date)

ANNEXURE -- B FINANCIAL BID

PRICE/FINANCIAL BID DOCUMENT

- (a) Price bid undertaking
 - (b) Schedule of price bid in the form of BOQ_Vehicle.xls / pdf
- (a) PRICE BID UNDERTAKING

From: (Full name and address of the Bidder)

To,
The Commissioner,
Central Goods & Services Tax Commissionerate,
Chandigarh.

Dear Sir/Madam,

I submit the Price Bid for _____ and related activities as envisaged in the Bid document.

- 2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
- 3. I offer to work at the rates as indicated in the price Bid, Annexure B inclusive of all applicable taxes except Service Tax.

Yours faithfully,

Signature of Authorized Representative

(b) Schedule of price bid in the form of vehicles

The below mentioned Financial Proposal/Commercial bid format is provided as Vehicles along with this tender document at www.cbec.gov.in & www.cex.chd1.gov.in. Bidders are advised to be submitted in a separate sealed envelope as "Financial Bid" as it is and quote their offer/rates. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned:

Cluster No. -				
Category of Vehicle (Not older three year)	Location	Car Model belonging to the segment A/w	Rate per month in Rs.	Extra Km. and Extra
U4000 mm A-3 segment Mid-size		Vehicle Model:		
4001 to 4500 mm A-3 segment -Mid Size Vehicle		Vehicle Model:		
4001 to 4500 mm A-3 segment -Mid size Vehicle		Vehicle Model:		
4001 to 4500 mm A-3 segment-Mid-size Vehicle		Vehicle Model:		
U4000 mm B-2 segment MPVs vehicles		Vehicle Model:		
U4000 mm A-2 small-size vehicles		Vehicle Model:		

1. The rates shall be quoted in Indian Rupee only.
2. The rates will be inclusive of all taxes (except Service Tax), fees, levies, etc. and any revision in the statutory taxes, fees, etc. will be the responsibility of the Bidder.
3. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
4. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

Signature of Authorized Signatory with date

Name & full address:-

Telephone No.-

Office-

Residential-

ANNEXURE — C

UNDERTAKING BY THE BIDDER

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:

CHECK LIST OF DOCUMENTS TO BE SUBMITTED

BID CHECKLIST

Bidder is required to fill-up this checklist and enclose along with the envelope containing the Earnest Money

SI. No.	Item Description	Yes/No	Bid Reference
1	Earnest Money Enclosed		
2	Tender Acceptance Letter		
3	Letter of authorization to submit bid		
4	An undertaking that the agency hasn't been blacklisted		
5	Financial/Price Bid Undertaking		

Annexure - D

(to be furnished by successful bidder)

Space for Stamp

Hired Vehicle Contract Agreement between Office of the Commissioner,
Central Goods & Services Tax Commissionerate, Chandigarh

AND

M/s
.....
.....
.....

A. Preamble:

This agreement is made on day of 2017) between the office of the of the one part and M/s having address , of the other another part (which expression shall unless excluded by or repugnant to the context by deemed to include his in office or assigned of the other part).

B. Whereas:

Office of the Commissioner, Central Goods & Services Tax Commissionerate, Chandigarh has issued letter dated awarding the contract to M/s..... for providing one/two/three hired vehicle. (vehicle name) on monthly basis as per term and conditions stipulated in tender documents dated... and elaborated in clause 'D' below.

C. Contract:

M/s agrees to provide hired vehicles (As in clause 'B' above) on the charges valid as mentioned as below:
1. Charges: One (vehicle name) @ Rs. /- (excluding Service Tax) per month for run up to kms per month.
2. Validity of the Contract agreement: The validity of the contract agreement will be from to.....

D. Terms and Condition for hiring of the vehicle:

1. Subletting of Contract: -

The successful bidder shall not be allowed to sublet / subcontract the contract to any other contractor.

2. Contract period: -

(i) The period of contract will be up to end of the current financial year from the date of execution of contract / agreement. The period of contract / agreement may be further considered for extension on request of contractor on the same terms and conditions by the competent authority.

(ii)

(iii) ----- reserves the right to extend or reduce the contract period.

----- can terminate the contract in case of poor performance after giving one month advance notice. The department will have the right to terminate the contract of successful bidder and allot the same to any other willing valid bidder in case of unsatisfactory performance of the successful bidder. The contract can also be terminated prematurely in case of introduction of change of system of the instant tender.

Capabilities, specification & formalities for Driver: -

- (i) The bidders must ensure that the drivers employed have valid driving license and clean driving record.
- (ii) The drivers of the vehicle provided must follow traffic rules and all other regulations prescribed by the Government from time to time.
- (iii) The drivers shall observe all the etiquette and protocol while performing the duty and shall be neatly dressed.
- (iv) The drivers should have minimum 5 years of experience of driving. They should have valid driving license for driving passenger vehicles on hire.
- (v) The drivers should be well versed with the roads and the places in Bihar and should have experience in city/urban driving as well as rural driving.
- (vi) Once the driver has been allotted to a particular vehicle, he should remain with the same vehicle for a period of at least one year. Any change in the designated driver should be intimated to the concerned officer before 24 hours such change is effected.
- (vii) The driver should be provided with a good working mobile phone which should not in switch off mode at any point of time.
- (viii) The driver should be decent and well behaved and should not have any criminal/adverse police record against him and he should not have any past history of accidents.
- (ix) The driver should not be addicted.
- (x) The driver should be ready / prepared for outstation journeys at short notice.

4. Billing and Payment: -

- (i) The billing will be done on monthly basis. The monthly bills, in duplicate, shall be submitted to the concerned vehicle in-charge within 15th week of every subsequent month. Non-submission of the bill beyond 15th week of every month without justification would not be entertained and it would be presumed that bidder has no claim for payment.
- (ii) The department will not make any advance payment.

5. Penalty: -

A penalty of Rs. 1,000/- only per vehicle will be levied if any vehicle or driver or agency / firm fail to meet effective terms and conditions on any day.

6. Other Terms and conditions: -

- (i) The vehicle will be in run for office use upto daysupto..... in a month.
- (ii) The vehicles will be deemed to be at the disposal ofduring the period of operational use and contractor shall have to make available the vehicle on all the days of a month, seven days a week subject to overall limit of 30/31 or 20/25 days in a month.
- (iv) The vehicles must be available at any time of any day as desired by the department. Also, in case of breakdown of any vehicle, substitute vehicle shall be provided in time failing which the department shall have the right to hire a vehicle from the market and cost incurred to this will be borne by the firm.
- (v) The liabilities of the official of this office will be limited to the hiring charges agreed in the contract.
- (vi) The responsibility for the safety and security of the vehicles provided to department solely lies with the contractor. It is also the contractor's absolute responsibility to take care of any damage / repairs caused to the vehicle during the validity of the contract.
- (vii) The vehicle should fulfill the legal obligations prescribed by the State Transport Authority like payment of road tax, etc. All requirements under various statutory laws must be complied with. Any default will be liability of the contractor and this department shall not be liable in any matter whatsoever. In case of any accident or any other contingency, any claim arising out of it shall be borne by the contractor only and no claim whatsoever shall be borne by the -----
- (viii) Insurance of the vehicles and the risk of passenger travelling in the vehicles should be covered by the contractor to the extent of liability as specified in the Motor Vehicle Act & Rules made there-under or any other law in force.
- (ix) Vehicle must be kept clean, odor free, in excellent condition, mechanically fit, suitable for official use and should not be older than 2014 model on the date of the tender notice.

7. Jurisdiction of the Court: -

- (i) In case of any dispute of any kind and in respect of whatsoever arising out of tender / contract, the decision of the Hon'ble Courts at Chandigarh will be final and binding.

In respect of any Terms and Conditions, if anything is missing, the provisions of tender documents will prevail.

E. Applicable Law:

The contract shall be interpreted in accordance with the Indian Laws.

F. Notice:

Any notice by one party to other pursuant to the contract shall be sent in writing or by telegram or telex / cable / fax and confirmed in writing to the address specified for that purpose in the contract.

A notice shall be effective when delivered or on the notices effective date,

whichever is earlier.

For and on behalf of
Office of the Commissioner
Central Goods & Services Tax Comm'te
Chandigarh

(Signature)

1. Witness

Signature:

1. Witness

Signature:

For and on behalf of

M/s.....
.....

(Signature)

Mr.
.....

1. Witness

Signature:

1. Witness

Signature: