



**OFFICE OF THE PRINCIPAL COMMISSIONER OF GST AND CENTRAL EXCISE  
APPEALS – I COMMISSIONERATE**

**No. 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai-600034**

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Dated: 23.01.2018

**TENDER NO.01/2018  
NOTICE INVITING e-TENDER FOR 'HIRING OF VEHICLES'**

The office of the Commissioner of GST and Central Excise (Appeals-I) Commissionerate, Chennai-34 invites e-tender quotations from reputed service providers engaged in Tour & Travels Agencies for Hiring of vehicles on monthly basis for using as staff car and operational vehicles for Office of the Commissioner of GST and Central Excise (Appeals-I) Commissionerate for the period of one year from the date specified as per agreement.

**1. Document Download:**

Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in TIME SCHEDULE as under by the bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

**TIME SCHEDULE OF TENDER**

S.No	Particulars	Date	Time
1	Tender e-publish date	23.01.2018	16:30 hrs
2	Document download start date	23.01.2018	16:45 hrs
3	Start date for seeking clarification (on-line)	24.01.2018	10:00 hrs
4	Last date for seeking clarification (on-line)	30.01.2018	10:00 hrs
5	Bid submission start date	25.01.2018	16:30 hrs
6	Bid submission last date	13.02.2018	15:00 hrs
7	Tender opening date (Qualifying Bid)	14.02.2018	15:00 hrs

**2. Bid Submission:**

- i. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Tenderer/Contractor are advised to follow the instructions “Instructions to Bidder for Online Bid Submission” provided in the Annexure VI for online submission of bid.
  - ii. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
3. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner.** In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with this Office.
4. Intending tenderers are **advised to visit again CPPP website** <https://eprocure.gov.in/eprocure/app> **regularly till closing date of submission** of tender for any corrigendum / addendum/ amendment.
5. The rates shall be quoted in Indian Rupees only.

The details of the Vehicles to be hired are as under:

Sl.No	Type of Vehicle	No. of Vehicles required	Usage
<b>CATEGORY - A</b>			
i	SUV — for Operational cars – Vehicles such as Innova/ Ertiga/Duster/Ecosport/ Creta/Brezza etc.	01	To be used up to 30/31Days subject to maximum of 2500 Kms in a month (cost Ceiling of Rs.40,000 per month excluding GST)
<b>CATEGORY - B</b>			
ii	Small-sized vehicle — for operational cars - Vehicles such as Maruti Swift Dzire/Etios/Zest/Xcent/ Asphire/Amaze etc.	01	To be used up to 25/26 Days subject to maximum of 2000 Kms in a month (cost Ceiling of Rs.30,000 per month excluding GST)

1. The vehicles shall be deemed to be at the disposal of the office of the Commissioner of GST and Central Excise (Appeals-I)

Commissionerate, Chennai during the period of operational use and contractor shall have to make available of the vehicle on all the days of a month, seven days a week.

2. The vehicles must be available at any time of any day as desired by the department. Suitable alternative vehicles should be provided in case of breakdown of the vehicle provided. In case of failure to provide such alternative, this office reserves the right to hire a similar vehicle at market rates till the time hired vehicle is restored / alternate vehicle provided. The cost incurred by department in this regard shall be adjusted from the monthly hiring charges payable to service provider.
3. The liabilities of the official of this office will be limited to the hiring charges **agreed in the contract.**
4. 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.
5. The vehicle should fulfill the legal obligations prescribed by the State Transport Authority like payment of road tax, GST 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.**
6. 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 office of the Commissioner of GST and Central Excise (Appeals-I) Commissionerate, Chennai-34.
7. 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.
8. **Vehicle must be kept clean, odour free, in excellent condition, mechanically fit, suitable for official use and should not be more than 3 years old on the date of the tender notice.**
9. The firm / agency should not be blacklisted from any Central Government / State Government / Central and State undertakings and / or convicted by Court of Law. An affidavit regarding non-blacklisting of the firm should be attached as proof. In absence of proof the tender/bid will be rejected.
10. Any vendor who has already provided service to the Department but has been terminated by the Department due to reason of inadequacy or service providers who themselves have prematurely withdrawn before end of service term, would not be considered for hiring.
11. The vehicles should not be allowed to be pasted paper print with GST and Central Excise Logo in the front glass. However, it can display board with "On Govt. of India Duty" strictly during working hours.

The vehicles hired should have the yellow colour number plates as prescribed by the RTO.

12. It is mandatory that all the hired vehicle drivers should report to the Superintendent/ Vehicle incharge, Office of the Commissioner of GST and Central Excise (Appeals-I) Commissionerate, Chennai- 34 along with the vehicle on a daily basis. A daily record indicating duration of time of engagement of vehicle and kms run every day shall be maintained in a logbook in the prescribed form with the Officer in-charge, and the data for the same shall be placed before him by the driver concerned on the same day / next working day. The driver should possess valid Drivers Batch provided by RTO. The driver must be disciplined, keep etiquette and protocol while performing the duty. They should be on proper uniform (white and white) and must be provided with a mobile phone in working condition. Ability to speak in more than one language is desirable. The driver shall abide by the instructions of the Officer in-charge of the vehicles, and during rides the Officers travelling in the vehicles.
13. Previous experience is desirable i.e., service provided to Central / State Government Departments. The vendor should provide the credential of their Car Rental / Travel Agency / Business and also produce list of vehicles owned / offered by him, along with self attested copies of documents like Insurance policy, Registration Certificate, Road Tax receipt, etc. Photo-copies of Driving License of the drivers intended to be supplied with hired car may also be provided. Income Tax, PAN Card, business concern shall also be provided.
14. Financial Quotation should be submitted for lump sum hiring charges per month per vehicle, inclusive of all taxes and toll fee if any (except GST).
15. The vehicle will be dedicated to the Department and shall be of latest model (not older than 2015). All tax liabilities i.e. Road Tax, GST, Insurance, Pollution Control Certificates etc. will be borne by the service provider.
16. The tenders should be accompanied by Earnest Money Deposit of **Rs.30,000/-** (Rupees Thirty Thousand only) in the form of account of payee Demand Draft from any of the commercial banks in an acceptable form drawn in favor of '**PAO, Central Excise, Chennai**' without which the Technical bids shall be summarily rejected. The earnest money deposit will be returned to all the bidders after finalization of the contract.
17. Planned / Preventive maintenance should be done on Sundays / Holidays so that availability of vehicle during working days is not affected.

18. The hiring charges shall be on the basis of zero based mileage i.e., mileage starting at the office / point of pick-up, as the case may be.
19. The designated vehicles and drivers, which were approved after inspection of vehicles at the time of awarding the contract, would only be put into operation and any changes in vehicle /driver will be allowed only with the express consent of the department.
20. GST registration should be there or the GST Registrarion No must be obtained and submitted before or along with bills of first month.
21. Once the hiring charges are fixed and agreed upon, no increase will be considered during the period of contract.
22. The invoice for hiring, completed in all respects, for each month shall be submitted by last service day for that month or at the earliest.
23. The vehicles should be provided with fuel and drivers. The department is not liable for any payment to drivers as salary, daily allowance etc.
24. The Motor car shall be run on Petrol or Diesel.
25. The vehicle's Fitness Certificate should be renewed in time.
26. The vehicles should be maintained properly, cleaned every day, and the seats & head rests covered with sweat absorbing white towel.
27. It shall be ensured all the necessary documents like Registration Certificate, Insurance Certificate, Road Permit, Pollution Control Certificate, etc., are in the custody of the drivers/in vehicle.
28. The driver should have valid license and the vehicles should be registered with the Competent Authorities.
29. In case of unsatisfactory service by the service provider, or for any other reason, the contract can be terminated by the department without assigning any reason, and the decision of the Commissioner of GST and Central Excise (Appeals-I) Commissionerate, 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai-600034 shall be binding and final in this regard.
30. In case the service provider wants to terminate the contract before the end of contract period, he shall give one month's notice in writing before the Commissioner of GST and Central Excise (Appeals-I) Commissionerate. If the service is satisfactory, on mutually consent, this agreement may be extended for further period.
31. The contract shall be effective for the period of one year from the date specified in the agreement.

32. If services are not provided on any day or days, the hiring charges payable will be reduced pro-rata.
33. Any issues arising during the period of contract, which has not been specifically covered in this agreement, shall be decided by the Commissioner of GST and Central Excise (Appeals-I) whose decision shall be final and conclusive.
34. The vehicles accepted for hiring shall be parked in the premises of Appeals-I Commissionerate at 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai-600034 between the timings mentioned.
35. The Commissioner (Appeals-I), Chennai reserves the right to reject any application / quotation / contract, in full or part, without assigning any reason whatsoever.

### **CONDITIONS TO BE SATISFIED IN THE FINANCIAL BID**

The 'Qualifying Bids' will be processed first. The 'Financial Bid' of bidders who fulfill the terms and conditions specified for 'Qualifying Bids' will alone be considered for further process.

#### **I. TENDER PROCESS:**

1. Tenders are invited in two parts i.e. (1) Qualifying Bid (2) Financial Bid.
2. The tender form for Qualifying bid in pro-forma prescribed in Annexure - A and the tender form for the financial bid in pro-forma prescribed in Annexure -B complete in all aspects shall be uploaded /submitted on CPPP site. The Qualifying Bids will be opened on **14.02.2018 at 15:00 hours** in the presence of bidders at the **Office of the Commissioner of GST and Central Excise (Appeals - I), IInd Floor, Main Building, No. 26/1, Mahatma Gandhi Marg, Nungambakkam, Chennai-34**. The date and time of opening of "Financial Bid" will be intimated to the eligible bidders after opening the "Qualifying Bids".
3. Absence of the bidders shall not annul the above process and the bids would be processed with the remarks "Bidders Absent".
4. Earnest Money Deposit of **Rs. 30,000/- (Rupees Thirty Thousand only)** per application in the form of Demand Draft / Bankers cheque of scheduled Bank drawn in favour of **"PAO, Central Excise, Chennai"** shall be submitted to the Assistant Commissioner GST and Central Excise, Appeals-I Commissionerate on the previous day of the bid opening date. Qualifying bids without Earnest Money Deposit will be rejected. The EMD will be returned to all the bidders after finalization of the contract.
5. The tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid. The tenderer would fill up the information in the Annexure I & II enclosed at the end of this document in

clear and legible terms. The tender documents are not transferable.

6. This office reserves the right to postpone/and/or extend the date of receipt/opening of Rates/Quotations or to withdraw the same, without assigning any reason thereof.

7. 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 for such action.

8. Incomplete bid documents shall be rejected. The valid qualifying bids shall be scrutinized by the Department to short-list the eligible bidders. The financial bids of the short listed bidders will be opened later. Late submission of tenders shall not be accepted. The short listed tender along with the documents will be submitted to the “**Competent authority**” and upon approval by the “**Competent authority**” the successful bidders will be intimated about the award of contract to them.

### **Submission of Tender**

- i) **The tender shall be submitted online in Two parts, viz., technical bid and Financial bid.**
- ii) 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.
- iii) The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. After opening of Technical Bid, the original documents as per requirement of the e-tender document will be verified by this office.
- iv) After evaluation of bid, all bidders will get the information regarding their eligibility/ pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal.
- v) The Financial bid of the successful bidders (ie. qualified in Technical bid) will be decrypted and opened on-line, on the scheduled date after the pre-scheduled time by the bid openers. The bidder will get information regarding the status of their financial bid and ranking of bidder on website.

### **Jurisdiction of the Court:**

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 Chennai will be final and binding.

sd/-

ADDITIONAL COMMISSIONER  
APPEALS-I COMMISSIONERATE

**ANNEXURE – A**  
**Technical/Qualifying Bid**  
**TO NOTICE INVITING TENDER FOR SUPPLYING OF VEHICLES**

1	Name of the Tour & Travel Agency / Service Provider	:	
2	Address	:	
3	Telephone Nos.	:	
4	Mobile Nos.	:	
5	Name and address of the vehicle owner	:	
6	PAN No.	:	
7	No. of vehicles operated presently	:	
8	Details of vehicle(s) offered (Make/Model/Year/Colour/Kms. Run) i) SUV — for Operational cars – Vehicles such as Innova/ Ertiga/Duster/Ecosport/Creta/Brezza etc. To be used up to 30/31Days subject to maximum of 2500 Kms in a month. ii) Small-sized vehicle — for operational cars - Vehicles such as Maruti Swift Dzire/Etios/Zest/Xcent/Asphire/Amaze etc. To be used up to 25/26 Days subject to maximum of 2000 Kms in a month.	:	
9	No. of years of experience in the business	:	
10	GST Registration No.(if any)	:	

**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 stage, I/We will be blacklisted and will not have any dealing with the Department in future.

Date:

Place:

Signature of the authorized person  
(Name and Designation)



The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document:

- i) Signed and Scanned copy of entire tender document
- ii) Signed and Scanned copy Certificates like Registration certificate, PAN No, GST Reg., etc.
- iii) Scanned copy of Earnest Money Deposit (EMD)
- iv) Signed & Scanned copy of **Annexure-A**
- v) Signed and Scanned Copy of **Tender Acceptance Letter (Anx-E) & Letter of authorization to submit bid.**
- vi) An undertaking (self-certificate) **(Annexure-D)** that the **agency hasn't been blacklisted** by a Central / State/UT Government institution and there has been no litigation with any government department.
- vii) Signed & Scanned copy of **Annexure-G**
- viii) Signed and Scanned Copy of **TDS certificates** for the last three years.

**FINANCIAL BID**

- (i) Financial bid document **(Annexure-B)**
- (ii) Price/Financial Bid undertaking **(Annexure-C)** in pdf.
- (iii) Financial bid document in the form of BOQ\_VehicleHiring.xls

**ANNEXURE-B**  
**ENCLOSURE TO FINANCIAL BID**

1. Name of the Tour & Travel Agency / Service Provider :

2. Name and address of the vehicle owner :

I / We quote the following all inclusive hiring charges per calendar month for supply of Motor cars, with driver, to your office as follows:

Item Description	Rate per Vehicle	Total Amount (excluding taxes and levies) <small>[ie. Tot. Qty. X Rate per Veh.]</small>	Rate per km / Per Vehicle if the kilometers exceed.
1 No. of SUV — for Operational cars – Vehicles such as Innova/ Ertiga/ Duster/Ecosport/Creta/Brezza etc.			
1 No. Small-sized vehicle — for operational cars - Vehicles such as Maruti Swift Dzire/ Etios/ Zest/ Xcent/Asphire/Amaze etc.			

I hereby certify that 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 stage, I/We will be blacklisted and will not have any dealing with the department in future.

Place :

Signature of the authorized person

Date :

(Name and Designation)

**ANNEXURE-C**  
**PRICE/ FINANCIAL BID DOCUMENT**

- (a) Price bid undertaking
- (b) Schedule of price bid in the form of **BoQ\_VehicleHiring.xls**

**PRICE BID UNDERTAKING**

From: (Full name and address of the Bidder)

To,

The Commissioner of GST & Central Excise,  
Appeals-I Commissionerate,  
Mahatma Gandhi Road,  
Nungambakkam,  
Chennai-600034

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, inclusive of all applicable taxes except GST.

Yours faithfully

Signature of the authorized person

**ANNEXURE-D**  
**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 alongwith the above  
application are 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.

Date :                      Signature of the authorized Signatory of the firm

Place :                      Company / Office Stamp / Seal

**ANNEXURE-E**  
**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date:

To,  
The Commissioner of GST & Central Excise,  
Appeals-I Commissionerate,  
26/1, Mahatma Gandhi Road,  
Nungambakkam, Chennai - 600034

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/ organizations 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-F**

### **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, etc) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- 3) Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message.
- 10) Summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.



11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

## Annexure- G

**Hired Vehicle Contract Agreement between the Additional Commissioner of GST & Central Excise, Office of the Commissioner of GST and Central Excise (Appeals-I), Chennai-600 034.**

**AND**

M/s

### **A. Preamble:**

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ **2018** between the office of the Commissioner of GST and Central Excise (Appeals-I), 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600 034 of the one part and M/s \_\_\_\_\_ having Address \_\_\_\_\_ the other 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 of GST and Central Excise (Appeals-I), 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600 034 has issued letter award to M/s \_\_\_\_\_ for providing \_\_\_\_\_ hired vehicle \_\_\_\_\_ (Vehicle name) on monthly basis as per term and conditions stipulated in tender documents 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:** \_\_\_\_\_ nos of staff cars with \_\_\_\_\_ (vehicle name) @ Rs \_\_\_\_\_ /- (excluding GST) per month for run up to \_\_\_\_\_ kms per month and @ Rs \_\_\_\_\_ /- per km above \_\_\_\_\_ kms in a month and \_\_\_\_\_ nos of operational cars with \_\_\_\_\_ (vehicle name) @ Rs \_\_\_\_\_ /- (excluding GST) per month for run up to \_\_\_\_\_ kms per month and @ Rs \_\_\_\_\_ /- per km above \_\_\_\_\_ **kms in a month.**
2. **Validity of the Contract agreement:** The validity of the contract agreement will be for a period of one year from 1<sup>st</sup> April, 2018.

## **D. Terms and Condition for hiring of the vehicle:**

### **1. Performance Security/Guarantee: -**

(i) The successful tenderer 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 **10%** of Annual Contract value in respect of Two vehicles towards performance security which is non-interest bearing in the shape of Bank Draft / Bank Guarantee issued by a Nationalized Bank only drawn in favour of the office of the Commissioner of GST and Central Excise (Appeals-I), 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600 034 payable at Chennai.

### **2. Subletting of Contract: -**

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

### **3. Contract period: -**

**(i) The contract shall be in force for a period of one year from the date of execution of the contract in respect of each vehicle separately.**

(ii) The Commissioner of GST and Central Excise (Appeals-I), 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600 034 reserves the right to extend or reduce the period of time. The Commissioner 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.

(iii) The Commissioner of GST and Central Excise (Appeals-I), 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600 034 reserves the right to increase or decrease the number of hired vehicles at any time with the same terms and conditions during the period of agreement between the Department and the service provider.

### **4. 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 Tamil Nadu 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.

#### **5. 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 on the last service day of the month or at the earliest. Non-submission of the bill beyond the above period 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.

#### **6. Penalty: -**

(i) 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.

## **7. Other Terms and conditions: -**

(i) **The vehicles will** be used for office as staff car upto 30/31 days upto 2500 kms in a month and operational car upto 25/26 days upto 2000 kms in a month.

(ii) **The** vehicles will be deemed to be at the disposal of GST & Central Excise (Appeals-I), Chennai during 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.

(iii) 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.

(iv) The liabilities of the official of this office will be limited to the hiring charges agreed in the contract.

(v) 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.

(vi) The vehicle should fulfil 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 GST & Central Excise (Appeals-I), Chennai.

(vii) 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.

**(viii) Vehicle must be kept clean, odor free, in excellent condition, mechanically fit, suitable for official use and should not be more than 2 years old on the date of the tender notice.**

(ix) The firm / agency should not be blacklisted from any Central Government / State Government / Central and State undertakings and / or convicted by a Court of Law. An affidavit regarding non-blacklisting of the firm should be attached as proof. In absence of proof the tender/bid will be rejected.

(x) Drivers of the respective vehicles should maintain a log book reflecting date / time / Kms run which should be submitted to GST & Central Excise Department as and when required.

(xi) The vehicles should not be allowed to paste paper print with GST & Central Excise Logo in the front glass. However, it can display board with "On Govt. of India Duty" strictly during working hours. The vehicles hired should have the yellow colour number plates as prescribed by the RTO.

**8. 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 Chennai 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 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  
of GST and Central Excise (Appeals-I),  
26/1, Mahatma Gandhi Road,  
Nungambakkam, Chennai- 600 034.

**For and on behalf of**

M/s

(Signature & date)

(Signature & date)

1. Witness

Signature & date :

2. Witness

Signature & date: