

केंद्रीय वस्तु एवं सेवा कर, लेखा परीक्षा आयुक्तालय, नागपुर ए – ब्लाक, चौथा तल, सी जी ओ कॅाम्प्लेक्स, सेमिनरी हिल्स, नागपुर – 440006 CGST Audit Commissionerate, Nagpur 4th Floor, 'A' Block, CGO Complex, Nagpur – 440006 Telephone No 0712-2511222

F.No. I(22)01/2019/Adm/Audit

Nagpur, 07 February 2019

NOTICE FOR INVITING TENDERS FOR HIRING OF ONE VEHICLE IN CGST AUDIT COMMISSIONERATE, NAGPUR FOR THE YEAR 2019-20

For and on behalf of President of India, sealed Tenders are invited for the hiring of vehicles along with Drivers for the Office of the Commissioner Commissioner of CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur for financial year **2019-2020**.

The detailed and conditions herewith in Annexures to terms are enclosed this tender notice. In case of any difficulty, you may contact the Assistant Commissioner, (Personnel & Vigilance Branch), CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur on any working day during office hours on or before 04/03/2019. The Tender Notice can be downloaded from the website www.cenexcisenagpur.nic.in and www.cbec.gov.in

The interested Service providers requested are to submit their Tender documents in the prescribed Quotation form duly signed and stamped, in a sealed cover Assistant Commissioner, (Personnel Vigilance Branch), to the & CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur . The Tenders can also be sent by Registered Post/AD.

The last date for receipt of Tender:	<u>04.03.2019</u> up to 11.30 hrs.
Tenders shall be opened on:	04.03.2019 at 15.00 hrs.

The tenders/quotations received incomplete and/or filed after the due date shall be summarily rejected. The parties who wish to be present at the time of opening of Tender/Quotation may represent themselves or authorize their representatives with an authority letter. Vehicles offered for services may also be required to be shown for Inspection to find out the actual condition thereof after opening of Technical bid. The Commissioner, CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur-440006. reserves the right to accept or reject any or all tenders without assigning any reasons.

Encl.:- Annexure-A – Terms & Conditions, A
Annexure B – Proforma of Technical Bid,
Annexure C – Proforma of Financial Bid,
Annexure D – Proforma of Affidavit for non-blacklisting or Non convicting by any court of law,
Annexure E – Proforma of Bank Guarantee

Sd-Dt 07/2/2019

(A.K. Pandey) ASSISTANT COMMISSIONER (P&V) CGST AUDIT COMMISSIONERATE NAGPUR

Сору То-

- 1. The Commissioner, CGST Audit Commissionerate, Nagpur for information.
- 2. The Additional Commissioner, CGST Audit Commissionerate, Nagpur for information.
- 3. The Superintendent (Computer Cell/AO), CGST Nagpur Hqrs., for posting the said Tender Notice on the Departmental website and CBEC website immediately.
- Notice Board.

TERMS & CONDITIONS FOR PROVIDING VEHICLE :

1. Earnest Money Deposit/Bid Security (as mentioned in para 2 below) refundable in the form of Demand Draft payable to the A.C.A.O., **CGST** Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur must accompany the tender. Tenders without Earnest Money Deposit and in any other form i.e. cheque, cash etc. will NOT be considered.

2. Technical bids and Financial bids should be sealed in separate envelop and thereafter put in another sealed envelope and super-scribed with "Tender for Hiring of Vehicles". The technical and financial bids should be clearly marked "Technical Bid" or "Financial Bid" on their respective envelopes. The tender will be opened on 04.03.2019 at 15.00 hrs. in the Room No. 410, , CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur before the Tender Committee and Tenderers, if present.

Sr. No.	Vehicle Type Non AC	Nos. of vehicles	Maximum Kilometers	Cost Ceiling per month (Exclusive GST)	Earnest Money Deposit (Refundable)
1	Mid Size Car – Toyota Innova or similar class of vehicle	1	Hire for 30-31 days maximum 2500 KMS	Rs. 40,000/-	Rs. 10,000/-
2	Small Size Cars e.g. Swift Dzire or similar class of vehicle	7	Hire for minimum 25 days maximum 2000 KMS	Rs.30,000/-	Rs.42,000/- (for Seven Vehicles)

Type of the vehicles required to be supplied:

3. The contract for the above vehicles shall be valid for an initial period upto **31.03.2020** starting from date of signing the contract, subject to clause (26) of these terms & conditions. The vehicle shall be required to operate/travel anywhere in India for official purpose and necessary permit etc. shall be necessary.

4. The tenderer should be duly registered with the concerned Central/ State Govt. authorities and should be a well-established taxi agency/ firm (hereinafter referred as the Agency/ Firm). The tenderer must have minimum experience of three years, in the past five years, with any Central/State Government/Public Sector Undertaking for having executed similar contracts of providing at least three light (passenger) vehicles through yearly contracts. The Agency/ Firm should also submit experience certificate from other such govt. organisations to which they have rendered/ been rendering similar services.

5. The bidder must have minimum Five (5) light (passenger) vehicles in their names or their Firm's name for use as commercial vehicles. The bidder shall submit attested photocopies of RC of vehicles as documentary proof of ownership. In case of breakdown of any vehicle or non-availability of driver anytime, the Agency/ Firm shall provide substitute vehicle or driver as the case may be.

6. The vehicles to be provided should be in excellent working condition and not be of make **older than 01/04/2016** as on date of submission of tender. Applicant Contractor should mention the year of manufacture of the vehicles. In case the Tenderer intends to supply new vehicles (showroom condition), the Tenderer shall attach the copy of booking receipts along with the tender documents. On any case, no vehicle shall be deployed till the proper registration number issued by State Transport Authorities is available. The contractor should ensure road worthiness of the vehicle, ensure neat and clean condition of the vehicle with good upholstery, interiors and deodorants and regularly polished exterior at all times during the period of contract. The contractor shall also ensure that the vehicle is in perfect running condition at all times during the period of the vehicles including proper insurance papers of the vehicle should be available / kept in the vehicle.

7. The Contractor shall provide dedicated vehicles and drivers and any change in vehicle and/or driver should be made only in very exceptional circumstances. Replacement of the vehicle/driver should be provided in the event of a breakdown of vehicle/non-availability of driver. The driver should be having Transport License, with a minimum experience of 5 years and their antecedents should be duly verified by Police authorities, at the instance of the contractor.

8. In case the condition of the vehicles is not found to be satisfactory, they shall be returned for immediate replacement. In case no replacement is provided on time, the Commissioner of CGST Audit Commissionerate, 4TH Floor, A-Block, CGO Complex, Seminary Hills, Nagpur would have the right to hire a vehicle from the market and the additional cost incurred by the Commissioner of CGST Audit Commissionerate, 4TH Floor, A-Block, CGO Complex, Seminary Hills, Nagpur will be borne by the agency/ firm.

9. The agency/firm would ensure that the drivers employed have valid driving license and clean driving record. The driver of the vehicle provided must follow traffic rules and all other regulations prescribed by the Govt. from time to time. The driver shall observe all the etiquette and protocol while performing the duty & shall be neatly dressed in proper uniform.

10. The drivers employed along with the vehicle should satisfy the following conditions:

- i. Drivers should have minimum 5 years of experience of driving. They should have vehicle Transport Licenses for driving passenger vehicles.
- ii. Driver should wear the prescribed uniform i.e. white shirt with white trousers (Light blue shirt with nevy blue trousers) and black shoes.
- iii. Drivers should be well versed with the roads and the places in Nagpur City and should have experience in city driving.
- iv. 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 24 hours before such change is effected.
- v. Driver should be provided with a mobile phone in operation at all times.
- vi. Driver should be decent and well behaved and should not have any criminal cases against him and should not have any past history of accidents.
- vii. Drivers should be free of all vices.
- viii. Car should be kept clean and odor free, suitable for official use.

11. In case of vehicle breakdown, a substitute vehicle shall be provided by the Contractor immediately. In case vehicle does not report within the reasonable time or does not report at all, the Department would have a right to hire a vehicle from the market and the additional cost incurred by the Department will be borne by the Contractor. In case, neither a substitute vehicle is provided nor a vehicle is hired by the Department, proportionate contract charges are liable to be deducted from the contract charges payable.

12. The vehicle should be registered with the concerned authority of Central/State Govt. The Tenderer agency/firm must have permanent establishment / office in Nagpur. The agency/firm should have adequate number of telephones for contact round the clock.

13. The rates quoted should be exclusive of the applicable GST component. The agency/ firm must submit the proof of GST registration unless otherwise exempted. All taxes, fee, levy, insurance charges etc. other than GST would be borne by the Agency/ Firm. The GST shall be reimbursed on production of proof of its payment by the service provider. <u>Copies of ITR of last 3 years, filed by the bidder</u> must be submitted along with the technical bid.

14. The Commissioner of CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur reserves the right to reject all or any of the offers without assigning any reason thereof and the decision of this office shall be final and binding.

15. The billing will be done on monthly basis. Bills preferably typed and in triplicate in connection with the service shall be submitted to the Commissioner of CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur, Nagpur latest by 5th day of successive month.

16. Financial bids of only those agency/firms would be opened, who have qualified in respect of the technical requirements & final approval will be given only after actual inspection of the vehicle.

17. Once the hiring of vehicles commences from a particular agency/firm, the vehicles and the drivers should not be changed unless so requested by the Commissioner of CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur. The vehicle must be available at any time of day as desired by the Commissioner of CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur.

18. On awarding of the contract, the agency/firm has to furnish to Commissioner of CGST Audit Commissionerate , 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur the certified copies of documents RC books etc. The successful bidder shall give performance security in the form of Bank guarantee in prescribed proforma i.e. Annexure-E issued by a Nationalized Bank amounting to 5% of the total annual contract value as specified in the bid documents, in respect of all 08 vehicles towards in favor of "The Commissioner, CGST Audit Commissionerate, Nagpur" & payable at Nagpur before execution of the contract in respect of all 08 vehicles. Performance Guarantee should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contract.

19. The Commissioner of CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur shall be liable to pay the hiring charges only. Any other charges, including monthly charges of driver, repair and maintenance of vehicle, insurance, petrol/diesel, oil, RTO / Police Challan / penalty, damage to vehicle/accidental damage and repair thereof and any other incidental expenses shall be borne by agency / firm.

20. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the firm to provide a substitute vehicle which is of similar make as replacement immediately.

21. In case any vehicle does not report on time/does not report at all, the Commissioner of CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur would have a right to hire a vehicle from the market and the additional cost incurred by the Commissioner of CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur will be borne by the agency/firm.

22. A penalty of Rs. 1000/- per day per vehicle may be levied in case of unapproved change of vehicle/driver, non-satisfactory performance or lack of proper upkeep of the vehicle or non-observance of any term or condition prescribed above. The number of days will be calculated on the basis of period during which the default continues or on the occasions of occurrence of the concerned events as applicable. However, in case of frequent violations of the term or condition, the contract can be cancelled forthwith without any notice.

23. LPG Cylinder shall not be used as fuel for running the vehicle in any case. In case of any accident, all the claims arising out of it shall be met by the agency/firm. The hiring Department shall have no liability in this regard.

24. Applicable TDS amount will be deducted from the total bill amount.

25. The liability of the Commissioner of CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur will be limited to the hiring charges agreed in the contract.

26. The contract between the Commissioner of **CGST** Audit Commissionerate, **4**TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur and the service provider can be cancelled after a prior notice of one month from either side, in the event of poor service or violation of any of the conditions stipulated.

27. Any matter during the period of this agreement, which has not been specifically covered by this agreement, shall be decided by the Commissioner of **CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur** whose decision shall be final and conclusive.

28. No additional terms & conditions over and above the conditions stipulated above shall be entertained by the Commissioner of CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur.

29. In case of any dispute of any kind and in any respect whatsoever, the decision of the Commissioner of **CGST Audit Commissionerate**, **4**TH **Floor**, **A-Block, CGO Complex, Seminary Hills, Nagpur** shall be final and binding.

Place :

Dated :

Signature

(Name) Address : Mob. No. :

TECHNICAL BID

ANNEXURE-B

1	Name of the Bidder:		
1.	Name of the Blader.		
2.	Address:		
3.	Mobile No. of the Bidder:		
4.	PAN No. (enclose self-attested copy of proof & copies of ITRs of last 03 years)		
5.	GST Registration no. (enclose self- attested copy of proof):		
6.	Details of the Earnest Money: -		
	(i) Name of the Bank:		
	(ii) D.D. No. & Date		
	(iii) Amount		
	(iv) In case of Exemption (supporting documents enclosed):		
7.*	Name, Model and year of manufacture of		
	Vehicle.	Vehicle name & model	Year of manufacture
	(i)		
	(ii)		
	(iii)		
	(iv)		
	(v)		
	(vi)		
	(vii)		
	(viii)		
8.	Details of vehicles owned, copies of RC books to be attached		
9.	Kms. run by the Vehicle up to date of filing of tender.		
10.	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)		
11.	Whether convicted any court of law? If convicted, indicate details and enclosed a self-attested copy of the court's order.		
12.	Experience in providing vehicles to PSUs/Cenrtal/State Govt. Departments, copies of the contract papers/letters are to be attached		

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

It is certified that all terms and conditions stipulated in the tender document is acceptable.

PRICE/ FINANCIAL BID DOCUMENT

ANNEXURE-C

(To be placed in separate envelope for each category of vehicle)

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder)

To,

The Commissioner, CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur

Dear Sir/Madam,

I submit the Price Bid mentioned below and related activities as envisaged in the Bid document.

Sr. No.	Vehicle Type	Nos. of vehicles	Model and year of the vehicles	Quoted rate per month	Job Description total KMs in a month	No. of day
1	Mid Size Car – Toyota Innova or similar class of vehicle	1			maximum 2500 KMS	30/31
2	Small Size Cars e.g. Swift Dzire or similar class of vehicle	7			maximum 2000 KMS	25-26

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

Date :-

Name and signature of bidder with Seal

ANNEXURE-D

The Notary (Public) Civil Court,

That I am the proprietor of M/s

1. That, my Agency/firm/Central or State Government/ Central or State government undertakings have been allowed to participate in the tender dated

..... of the office of the Commissioner of CGST Audit Commissionerate, 4^{TH} Floor, A- Block, CGO Complex, Seminary Hills, Nagpur for hiring of Vehicle.

2. That, I have neither been convicted nor any cognizance has been taken against by any court of Law till date.

3. That, my agency/firm/Central or State government/ Central or State government undertakings has not been blacklisted from any Central/State Government Department and Central or State Government undertakings.

The above statement is true to the best of knowledge and belief.

Witness

Deponent

1.

2.

Proforma of Bank Guarantee for performance security (To be stamped in accordance with stamp Act)

Ref. No.

Date:

Bank Guarantee no.

Date:

То

The Commissioner, CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur -440006

Dear Sir,

In consideration of the office of Commissioner of CGST Audit Commissionerate, 4TH Floor, A- Block, CGO Complex, Seminary Hills, Nagpur (hereinafter referred to as the "owner", which expression shall unless repugnant to the contest or meaning there of include its successors, administrators and assigns) having awarded the contract for hiring of vehicles (specification) to M/s..... with registered office its at..... (hereinafter referred to as "contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns),by letter of Award No..... dated..... and the same having been acknowledged by the "contractor" resulting in a contract to be executed for which the contractor having agreed to provide a contract performance guarantee for the faithful performance of the entire contract amounting to Rs.....) only.

_

We

Only as aforesaid, at any time up to (days/month/year) without any demur, reservation, contest, recourse or protest and / or without any reference to the contractor.

Any such demand made by the owner on the bank shall be conclusive and binding notwithstanding any difference between the owner and the contractor or any dispute pending before any court, tribunal, arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the bank under the guarantee from time to time to extend the time for performance or the contract by the contractor. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract

between the owner and the contractor or any other course or remedy or security available to the owner. The bank shall not be released to its obligation under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the owner or any other indulgences shown by the owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the bank.

The bank also agrees that the owner at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the contractor and not withstanding any security or other guarantee the owner may have in relation to the contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to.....and shall remain in force it up to and including..... and shall be extended from time to time for such may be desired period (not exceeding one year), as by M/son whose behalf this guarantee has been given.

Dated this Day of 2018 at.....

Witnes:

(signature)

(signature)

(name)

(name)

(official address)

(official address)

Attorney as per power of Attorney no...... date