

**NOTICE FOR INVITING TENDER FOR HIRING OF VEHICLES IN  
CGST & CENTRAL EXCISE DIVISION AMRAVATI  
GST Bhavan, V.M.V. Road, Navsari, Amravati FOR THE YEAR 2020-21  
( Period 01/09/2020 to 31/03/2021)**

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 Assistant Commissioner of CGST & Central Excise Division-Amravati, at GST Bhavan, V.M.V. Road, Navsari, Amravati for the financial year 2020-2021.

The detailed terms and conditions are enclosed herewith in Annexure to this Tender Notice. In case of any difficulty, you may contact Office of the **Assistant Commissioner of CGST & Central Excise Division-Amravati, GST Bhavan, V.M.V. Road, Navsari, Amravati** on any working day during office hours **on or before 18/08/2020** The Tender Notice can be downloaded from the website [www.cenexcisenagpur.nic.in](http://www.cenexcisenagpur.nic.in).

The interested Service providers are requested to submit their Tender documents in the prescribed Quotation form duly signed and stamped, in a sealed cover to the Assistant Commissioner, Office of the Assistant Commissioner of CGST & Central Excise, Division- Amravati, GST Bhavan, V.M.V. Road, Navsari, Amravati. The Tenders can also be sent by Registered Post/AD.

**The last date for receipt of Tender : 18/08 /2020 up to 16=00 hrs.**

**Tenders shall be opened on : 19 / 08/2020 at 11=30 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 Assistant Commissioner CGST & Central Excise Division-Amravati GST Bhavan, V.M.V. Road, Navsari Amravati reserves the right to accept or reject any or all tenders without assigning any reasons.



**ANNEURE – ‘A’**

**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 Administrative Officer CGST & Central Excise, Division - Amravati must accompany the tender per vehicle . Tenders without Earnest Money Deposit and in any other form i.e. cheque, cash etc. will **NOT** be considered.
2. **Technical and Financial bids should be sealed in separate envelope** 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 19/08/2020 at 11=30 hrs.** in the office of the Assistant Commissioner of CGST &, Central Excise Division- Amravati, GST Bhavan, V.M.V. Road, Navsari, Amravati before the tender Committee and Tenderers, if present.

**Type of the vehicles required to be supplied:**

| Sr. No. | Vehicle Type Non AC  | Number of vehicles | Job Description (Total KMS per Month)            | Earnest Money Deposit (Refundable) |
|---------|--|--------------------|--|------------------------------------|
| 1       | Small Cars: i.e. Maruti Dezire , Honda City and similar type of vehicle. | 01                 | Hire for 20-25 days,(Per Month) maximum 2000 KMS | Rs.6,000/-                         |

3. The contract for the above vehicles shall be valid for an initial period **Upto 31/03/2021** starting from date of signing the contract, subject to clause (25) of these terms & conditions. The vehicles shall be required to operate / travel anywhere in India for official purpose.
4. The tendered should be duly registered with concerned Central / State Govt. authorities and should be a well established Taxi agency/firm (hereinafter referred to as the agency/firm). Such vehicle providers should also submit details of other such Govt. Organizations to which they have extended similar service in the recent past as well as the present.
5. The agency/firm should have sufficient numbers of the vehicles and drivers with them. In case of breakdown of vehicle or non availability of driver at any time, the firm shall provide substitute vehicle / driver as the case may be.



### **Service Provider Obligation**

1. Service provider agrees to provide services as per SLAs mentioned in the contract.
2. Service provider shall ensure that assigned vehicle and driver report as per schedule provided by user department /buyer/individual user. In an event of delay in arrival beyond 15 minutes, User shall have right to hire other taxi services (which may or may not be of similar hired car category). The fare charges shall be charged to service provider.
3. Service provider agrees to terms and conditions of the contract and shall ensure full compliance to them.
4. Service provider to ensure that all maintenance works related to assigned vehicle shall be carried out in off duty hours.
5. Service provider to ensure that vehicle deployed shall arrive at designated location on time and with full tank of fuel.
6. In the event of any break-down, servicing and repairs of vehicles, the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement in entered into. Failure to do so will evoke penalty or possible termination of contract.
7. The service Provider shall not be allowed to sub-let the contract.
8. The service provider shall only provide vehicles which have the comprehensive insurance.
9. Police verifications for deployed staff shall be ensured by service provider.
10. All attempts shall be made to provide quality services.

### **Vehicle**

1. The vehicle should be registered as a commercial vehicle in same state as the service is requested in.
2. The vehicle should not be older than 2 years from date of this service request.
3. The vehicle(s) provided by the service provider shall have valid Registration Certificate, full comprehensive insurance to cover third party and occupants, fitness certificate, PUC, permit etc. and any other relevant permits/licenses essentially required by the RTO and any other statutory bodies for commercial operations, and must be revalidated before the expiry of the due date during the tenure of the contract period.
4. The vehicles deployed should be well maintained. Cleaned thoroughly both internally and externally.



5. All vehicles shall be equipped with an emergency medical kit and a fire extinguisher.
6. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning (if requested as an add on) and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to user departments.
7. Vehicle should be parked at the place as advised by the supervisor in charge and should be available when not booked. If the vehicle needs to be away for some reasons like re fueling, petty repairing etc, it should be with the knowledge of the controlling supervisor. Moving away without the knowledge of the controlling supervisor will be considered as non-available and will be liable for penalty.
8. Vehicle should have a mobile charger, ambient freshener.

**Driver / Staff Deployed**

The service provider shall be responsible for the acts and deeds of drivers of the vehicles including following -

1. The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty.
2. The drivers/staff of the vehicles deployed for user department duties maintain polite & courteous behavior towards department users as well as to other departmental staff. Following may be construed as "Misbehavior" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.
  - i. Denial of duty during contract period, or during hours as notified by user departments.
  - ii. Use of abusive language
3. Driver must be provided a working mobile phone and contact number be provided to user department.
4. In an event that for any reasons the driver changes his contact number during the tenure of the contract then service provider will immediately notify the user department of the above change.
5. The driver shall be reachable at all times during duty hours.
6. Only drivers that possess a valid commercial driving license shall be deployed by service provider.
7. Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific color as per Buyer's requirement.
8. The driver shall not report for duty in an inebriated state. In such an event user department shall have full rights to terminate the contract with immediate effect.
9. Any complaint from the users/staff of the user department with respect



to their behavior/ uniform will be viewed seriously and it will be brought to the notice of the service provider, who shall take suitable action.

10. Gossiping with the guests and using mobile phone during driving is not allowed. In case of urgency, driver should park the vehicle with permission from the user and talk in the mobile to the minimum duration.

11. As soon as the driver is advised to attend any guest by the administration, the driver should call /sms the guest giving his mobile and vehicle details. Charges of calls /SMSs will be on contractor's account.

12. Vehicle and driver should not be changed frequently. Any such changes should be informed by the contractor to the authority well in advance for permission.

### **Statutory Rules Compliance & Taxes**

1. The hiring charges will be inclusive of fuel cost, lubricants, spare parts, maintenance, and salary of the drivers/staff, payment of insurance/Road tax etc required for operation of vehicle in a state here service is required. However, state taxes required for operation in other states shall be provided by buyer.

2. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the user department requirement. User shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.

3. The service provider shall be solely responsible for any claims by any third party and/or employees of user department traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.

4. The user department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as service provider shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner what-so-ever.

5. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the service provider only and user/user departments will not be liable in any manner.

6. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act etc. as applicable from time to time.

7. The employees of the service provider shall not be deemed to be



employees of the user department hence the compliance of the applicable acts laws will be the sole responsibility of the service provider.

8. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

9. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Service provider without any extra charges.

10. The cars deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department. The service provider has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.

11. The service provider shall provide at his own cost proper uniform and badges as per STATE MOTOR VEHICLES RULES (amended up to date) and photo identity cards to the drivers.

12. At the option of the Govt. user Service provider shall provide vehicle tracking system and will submit the record /data of journey including pickup time and drop time along with mileage. The mileage count will start from the location of pickup and no extra kilometers from the garage to the pickup point will be provided.

13. Payment shall be effected by credit into the bank account of the service provider through ECS/RTGS within 10 days from the date of receipt of bills complete in all respect. User department shall pay the vendor all amounts on an invoice that are not the subject of a bona fide dispute within 10 days after department's receipt of a valid invoice that complies in all material respects in terms of this Agreement; the payment shall be subject to any deductions such as penalties, statutory deduction etc.

#### **Taxes during Journey**

Toll Tax, Octroi , Parking Charges and other statutory levies, if any, paid during the journey would be billed on actual and shall be paid by buyer.

#### **Payments of Extra Kms / hours**

1. All distances shall be calculated from the reporting point. No payment shall be made for journey from garage to reporting point.

2. A variation up to 20% of in distance and hours shall be permitted for each package. Service provider shall provide services at same quoted rate for additional 20%. This refers to variation in operation of service vehicle/ vehicles or addition of vehicles [per day basis (10 hrs & 100 kms)] up-to this range

3. In case of lower usage of vehicle i.e. in case, in any month the number of kilometers travelled by the vehicle are found to be lesser than the maximum



permissible limit, then those remaining amount of kilometers will be carried forward in the next month.

### **Service Level Agreements**

1. The service provider shall be required to meet following service level agreements (SLAs) while providing services to user departments. Breach of any of these SLAs will result in monetary penalties on service provider and repeated breach SLAs may result in termination of contract.

2. A logbook of each of the instances of violations of contractual obligations including SLAs by the vendor as mentioned here shall be maintained online. Every violation shall attract penalty as mentioned in the following section.

3. Before imposing a penalty, the user department will provide 3 days prior notice to the vendor to make his/her representation. The vendor confirms and agrees that penalty whenever becomes payable the same shall be deducted by the user department from the payments due to the vendor.

### **Penalties for Non-Compliance of Service Level Agreement**

Penalties will be levied on the service provider, for the violation of Service Level Agreement Of the contract as mentioned below:

**1. Breach of contractual obligations:** The following incidents will be considered as the breach of contract and will result in immediate termination of services.

1. Invalid registration papers of vehicles deployed
2. Operating vehicles without or expired comprehensive insurance coverage with unlimited liability of risk
3. Tampering with odometer
4. Any attempt to forge service related documentation

**2. Breach of SLAs:** Breach of SLAs shall result in penalties as per provisions of contract. Breach of SLA shall be defined as - if performance Levels go below defined "lower performance" levels as specified in SLAs

**3. Events of default -** Following events may result in termination of services. The decision of buyer in this regard would be deemed final and binding.

1. Cumulative penalties rise to 10% of the contract value
2. Repeating breach of any SLA beyond 3 instances may result in termination. Buyer may choose to terminate services at his discretion once.



| Sl. No. | Service Level Agreement                    | Base Line              | Lower Performance      | Penalties for breach                                 |  |  |
|---------|--|------------------------|------------------------|--|--|--|
|         |  |                        |                        | 1 Instance   | 2 Instance   | 3 Instance   |
| 1       | Update log sheet                           | Weekly                 | Once in 10 days        | Rs.500/- per vehicle                                 | Rs.750/- per vehicle   | Rs.1000/- per vehicle                                    |
| 2       | Delay in arrival or driver not contactable | On time/zero instances | 15 mins/zero instances | Provide a substitute Vehicle                         | Double the amount of substitute vehicle                      | Contract terminated                                      |
| 3       | Misbehavior with users or department staff | Zero instances         | Zero instances         | 500 respective vehicle                               | 1000 respective vehicle<br>Driver to be replaced immediately | Driver to be replaced immediately or contract terminated |
| 4       | Vehicle breakdown midway trip including AC | Zero instances         | 1 per month            | Provide substitute vehicle immediately within 30 min | Provide substitute vehicle + Rs. 1000 penalty per vehicle    | Vehicle should be replaced with immediate effect         |
| 5       | <b><u>Driver in an intoxicated</u></b>     | Zero instances         | Zero instances         | Rs.2000 per vehicle                                  | Rs. 3000 per vehicle<br>Driver to be replaced immediately    | Driver to be replaced immediately                        |

**Additional Terms and Conditions:-**

To avoid any misuse of car stickers the vehicle would have to be parked at night in the office premises or at the residence of the concerned using officer.

In case of any dispute of any kind and in any respect whatsoever, the decision of the Assistant Commissioner of CGST & Central Excise, Division- Amravati, shall be final and binding.

**Place:**

**Signature**

(Name..... )

**Address:**

**Mob. No.**



**Encl; : Annexure A—Terms & Conditions**

**Annexure B—Proforma for TECHNICAL BID**

**Annexure C—Proforma for FINANCIAL BID**

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**(Vaishali Dhande)**

Assistant Commissioner

**F.No. I(7)1/2020/Adm/ 651**

**Amravati . 06 / 08 / 2020**

**Copy to :-**

1. The Superintendent (Computer Cell), CGST & Central Excise Hqrs., Nagpur for posting The Said Tender Notice on the Departmental website immediately.
2. The Superintendent (Prev.) Vehicle In charge, CGST & CX. Division Amravati for Information.
3. Notice Board.

*Vaishali Dhande*  
06-08-2020

**(Vaishali Dhande)**

Assistant Commissioner



**ANNEXURE – “B” (TECHNICAL BID)**

|    |   |          |
|----|---|----------|
| 1  | Amount of Earnest Money Deposit (Refundable)  |          |
| 2  | Particulars of Demand Draft   | No.      |
|    |   | Date     |
|    |   | Drawn on |
| 3  | Name, address and telephone / mobile no. of the tenderer i.e. the Applicant Contractor            |          |
| 4  | Permanent Account No. (PAN)   |          |
| 5  | GST Registration No.  |          |
| 6  | No. of years of experience of running a fleet of vehicles on hiring basis                         |          |
| 7  | Model and Year of manufacture of Vehicle (Refer Point No. 6 of Terms & condition )                |          |
| 8  | Approximate KMs run by the vehicle Up to date of filing of tender                                 |          |
| 9  | No. of Drivers available with the tenderer & their years of experience along with License Numbers |          |
| 10 | Certification that no criminal case is pending against the driver                                 |          |

**Signature along with Stamp**



**ANNEXURE – “C” (FINANCIAL BID)**

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

| <b>Sr. No</b> | <b>Vehicle Type<br/>Non AC</b>   | <b>Number of vehicles</b> | <b>Job Description<br/>(Total KMS per month )</b>              | <b>Details of Quoted vehicle-<br/>make model etc.</b> | <b>Quoted bid rate<br/>in Per month</b> |
|---------------|--|---------------------------|--|---|---|
| 1             | Small Size Vehicles/<br>(CAR)<br>Maroti Desire and similar type of vehicles. | 01                        | Hire for 20-25 days<br>(Per Month)<br>maximum<br>2000 KMS. Pm. |   |   |

**Signature along with Stamp**

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