



**OFFICE OF THE COMMISSIONER OF CENTRAL TAX  
APPEALS COMMISSIONERATE, MYSURU  
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C.No.I/22/10/2017 A U Admin

Dated: 25.09.2018

**LIMITED TENDER NOTICE**

Sealed quotations are invited from eligible / reputed service providers for supply of one small-size vehicle on monthly hire basis. Quotation may be submitted for the following vehicle.

(a). Small Size Vehicle - 1\* No

( Swift, Wagon R, Zen, Indica etc.,)

\* to be supplied from 10/10/2018 onwards.

The vehicle that is proposed to be taken on hire is for the Office of the Commissioner of Central Tax, Appeals Commissionerate (2<sup>nd</sup> Floor), Mysore, S1-S2, Vinaya Marga, Siddhartha Layout, Mysore -570011, for the financial year 2018-19 i.e., for the period from 10th October 2018 to 09 October 2019.

The details may be submitted as per the tender document available on the Departmental web site viz., [www.gstkarnataka.gov.in/tenders](http://www.gstkarnataka.gov.in/tenders), > *Tenders & Quotations* or [www.cbec.gov.in](http://www.cbec.gov.in) and Central Public Procurement Portal (CPPP) at [www.eprocurement.gov.in](http://www.eprocurement.gov.in) and GeM. The details may also be obtained from the Appeals Commissionerate office (Room No 211), located in the aforementioned address (Phone 0821-2476908).

**The last date for submission of sealed quotations is 15.00 Hrs of 10/10/2018 and tenders will be opened at 16.00 Hrs on the same day.** The service provider / individuals desirous of submitting the quote are advised to go through the terms and conditions carefully before applying. The Commissioner of Central Tax, Mysuru Appeals Commissionerate, Mysore reserves the right to accept or reject any or all of the offers without assigning any reasons thereof.

Encl: Terms and Conditions

Sd/-

(N B Harish Ballal)  
Assistant Commissioner

**TERMS & CONDITIONS**

1. Sealed quotations are invited from eligible/reputed service providers / individuals for supply of following vehicle:

(a). Small size Vehicle - 1\* No

( Swift, Wagon R, Zen, Indica etc.,)

\* to be supplied from 10/10/2018 onwards

The vehicle is proposed to be taken on hire for the Office of the Commissioner of Central Tax, Mysuru Appeals Commissionerate, S1-S2, Vinaya Marga, Siddhartha Layout, Mysore -570011 from 10/10/2018 to 09/10/2019.

**The last date for submission of sealed quotation is 15.00 Hrs of 10/10/2018.**

The Commissioner of Central Tax, Appeals Commissionerate, Mysuru reserves the right to accept or reject any or all of the offers without assigning any reasons thereof. The quotations would be opened at **16.00 Hrs on 10/10/2018 at** Room No.211, 2<sup>nd</sup> floor, Office of the Commissioner of Central Tax, Mysuru Appeals Commissionerate, S1-S2, Vinaya Marga, Siddhartha Layout, Mysore -570011.

2. The quotation in the following format may be given and format may be duly signed and seal affixed. Rates should be both in figures and words and in case of any difference, the rates quoted in words shall prevail. Any over-writing / corrections on the rate portion of the quotation will be rejected.

<b>Category of vehicle</b>	<b>Brand, model &amp; year of manufacture of Vehicle proposed for supply</b>	<b>Minimum charges for month / per vehicle with driver (for 2000 kms)</b>
Small Size		Rs..... (excluding GST as applicable) Rupees in words (excluding GST as applicable)

**3. An EMD of Rs. 10,000/- (Rupees Ten Thousand Only) will have to be submitted alongwith the quotations, in favour of Commissioner of Central Tax, Mysuru Appeals Commissionerate, Mysore for those interested in supplying vehicle. The EMD amount should be in the form of Demand Draft and will be returned to the unsuccessful bidders after completion of the tender process.**

4. (i) Individual owners of vehicle who are interested in giving their vehicle on hire are also encouraged to apply subject to adhering to the conditions above. It is preferred that the bidder shall have sufficient experience in the field of providing vehicle on hire and the details of the same may be submitted along with the quotation. Other charges if any, like Rate per kilometer beyond the above limit etc., may be shown separately for vehicle. Also, the successful bidder's vehicle could also be test driven before accepting the same for regular use.

(ii) The bidders shall enclose documents viz., PAN Card and Address proof / Aadhar Card, and photo ID documents. Other documents like GST/Service Tax registration certificate, Certificate of registration with labour Department, EPF & ESI Department etc., if any, must be submitted on finalization of the contract. The turnover for last 3 financial years shall also be submitted, in case they possess the same. The individual owners shall submit similar relevant documents available with them.

5. The bidder shall give an undertaking in writing that he or the firm has not been blacklisted by any organization or Government department for any reasons, as on the date of submission of the bid. He must also give an undertaking that his services have not been terminated by any organization / Department in the previous three years.

**6. The vehicle provided to the Department shall be a model of the year, 2015 or thereafter and must be in excellent running condition. The vehicle may be preferably White in colour with valid permit, preferably All-India, registration with Central / State Government, valid insurance, pollution under control certificate and other legally mandatory documents.**

7. No LPG cylinders / Gas kit shall be used for running the vehicle on hire in any case.

8. The bids received after the closing date and time will be rejected. Further, the department reserves the right to reject the bids received with incomplete information.

9. **The successful bidder shall execute a performance guarantee to the tune of Ten Percent of the total contract value for one year or the agreed period. The performance security should remain valid for a period of sixty days beyond the date of completion of contract obligation.**

10. On commencement of the contract, the agency and the deployed driver are bound to carry out the instructions of the designated officer/s in-charge of the vehicle in the department. Dedicated Driver shall be provided to ply the vehicle and the Driver shall not be changed often. In any case, the Driver shall not be changed without the knowledge of the Service receiver.

11. The service provider shall ensure that the odometer of the vehicle provided is properly sealed so that no tampering is done with a view to inflate distance travelled. Besides, the department reserves the right to effect surprise checks of odometer of the car supplied from any authorized workshop and cost thereof shall be borne by the service provider.

12. Zero-based kilometer reading i.e. kilometer reading starting and ending at/from duty/office or drop off location shall be adopted for the purpose of calculating the kilometers and the same will be monitored by the officers. A daily record indicating the time and kilometer for each of the vehicle shall be maintained which shall be submitted to the concerned reporting officer for scrutiny on every Monday. **The usage of kilometers will be upto the ceiling limits as per the contract and the Short / Excess usage in any month shall be adjusted in the succeeding months (till the end of contract period or till the end of extended contract period whichever is later).**

13. The Service receiver shall pay the monthly charges as agreed upon. The payment of driver salary, fuel, any type of maintenance and taxes shall be borne by the Service provider. No increase shall be entertained relating to charges already agreed upon during the contract period.

14. The service provider should be available for contact by the Department on mobile / landline round the clock for any exigency.

15. The hired vehicle shall be at the disposal of the Office of Commissioner of Central Tax, Mysore Appeals Commissionerate, Mysore during the contract period. The vehicle will be required to run any where within the territory of India and any statutory taxes at state borders etc., must be borne by the service provider.

16. **(i) Documents:** The service provider shall furnish to the Service receiver, the complete details of vehicle supplied / certified copies of valid registration certificate, valid pollution-under-control certificate and valid insurance policy. The details of the

deployed Driver along with a copy of their valid driving license should also be furnished.

**(ii) Vehicle condition & Facilities:** The vehicle shall be kept neat and clean and in perfect running condition with shining exterior body and clean interiors. The seats should be properly covered with leather or similar high-quality upholstery. There shall not be any stickers, religious/personal or otherwise pasted/displayed inside or outside the vehicle. A superior quality functional multi-pin mobile phone charger which supports iOS (iPhone 5 & above) and Android devices should be permanently available in the vehicle. The service provider should also provide mild perfume/deodorant so that air freshness inside the vehicle is maintained all the time. The vehicle should have a good quality CD/USB audio player with speakers.

(iii) If condition of vehicle provided is not found satisfactory, they will be rejected for immediate replacement. If no replacements are made in time, penalty of Rs. 1,000/- will be levied and the Service receiver shall have the right to hire a vehicle from market, and cost incurred towards this, will be borne by the service provider.

(iv) **Driver:** The Driver shall be in prescribed uniform as notified by RTA of Karnataka State Government. In case there is no such prescribed uniform, the driver shall be in formal attire (White shirt and Navy blue trousers) and wear shoes (formal/black) and shall observe all etiquette and protocol while performing the duty. The driver should be professional and neatly shaved befitting the image of driver for Government of India. The Driver should also facilitate opening & closing of doors during entry and exit of officers from the vehicle. Whenever required, the driver shall assist during placing/removing files etc. in/out of vehicle. The driver will not be paid any fees or charges for the above. Further, Driver, apart from knowing local language shall preferably understand/speak English and Hindi. They must carry mobile phone in working condition for which no separate payment shall be made by the Service receiver. Further, the Service receiver also reserves the right to charge penalty of Rs. 500/- per instance of proved misbehavior of a driver on summary enquiry. The driver should always wear seat belt and shall not over speed or indulge in rash driving.

17. A penalty of Rs. 500/- shall be imposed for non-adherence of any of the provisions/conditions as noted in Para 16 above. If any violation is repeated within 30 days from the first instance, the penalty will be Rs. 1,000/- for each subsequent instance of violation. For violation of any other terms of the contract for which no specific penalty is prescribed, the penalty will be Rs. 500/-. Any penalty amount will be deducted from the payment to be made to the service provider.

18. The vehicle should be kept with sufficient stock of fuel. However, if in case of any emergency, if any officer refuels on payment by him, the same should be reimbursed by the service provider on production of the bill immediately. In the event of the vehicle hired by the Service provider developing technical problems, the service provider should ensure that a replacement vehicle is provided to the Service provider immediately. Further, in case the service provider fails to make any alternate arrangement within one hour of breakdown, the Department is at liberty to hire another vehicle from the market and the additional cost incurred on account of such hiring should be borne by the service provider or will be deducted from the hire charges payable to the service provider.

19. In case of any accident, all claims/damages arising there from shall be borne by the service provider and the Department/Service receiver will, in no way, be responsible for any liability arising thereof.

20. The service provider shall undertake to indemnify the Service receiver against all damages/charges arising on account of or connected with negligence of the service provider or his Driver/staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or to any person or in executing the work or otherwise and against all claims and demands arising thereof. The Service receiver 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 Service receiver shall not be responsible financially or otherwise for any damages to the vehicle or injury to the driver or person deployed by the service provider during the course of hire.

21. The normal working schedule shall be from **8 A.M to 10 P.M.** on all days of the month. Without prejudice to this, however, in case of requirement / need / emergency, the vehicle shall be made available at any time of the day/night, as desired by the Service receiver. The vehicle should invariably be parked in the office premises of the Service receiver. In case any vehicle does not report to Service provider in time on any given day, this office would impose a penalty of Rs. 500/- and the amount would be deducted from payment to be made to the service provider.

22. A contract shall be entered into between the successful bidder and the Service Receiver as per the above-mentioned terms and conditions. The contract between the Service provider and Service receiver can be cancelled with a notice period of 30 days from either side on breach of any of the terms & conditions of the contract. Further, the contract may be considered for extension by mutual

agreement for such further period as may be agreed upon and subject to the satisfaction and sole discretion of the service receiver.

23. No revision of rates other than that already agreed upon shall be entertained during the period of contract. The billing will be done on monthly basis and monthly bills in triplicate shall be submitted to the concerned Reporting Officer(s) within 1<sup>st</sup> week of every following month. The taxes like TDS etc., deductible as per law would be deducted from the bill payable. The usage of the vehicle can be stopped at any point of time without assigning any reasons.

24. Any matter during the period of agreement, which has not been specifically covered by this agreement, shall be decided by the Commissioner of Central Tax, Mysuru Appeals Commissionerate, Mysore, whose decision shall be final, conclusive and also binding on both the parties.

25. In case of any legal dispute, the decision of the Commissioner of Central Tax, Mysuru Appeals Commissionerate, Mysore shall be final. However, in case judicial redress is sought for, the jurisdiction of Mysore Courts shall apply.

26. The interested service provider may submit their bid complete in all respects in a sealed cover addressed to the Commissioner of Central Tax, Mysuru Appeals Commissionerate, Mysore at the addresses mentioned in Para 1 above. **The bids should be superscribed as 'Quotation for Hiring of Vehicle' "Small Size".**

27. This office reserves the right to postpone or extend the date of receipt / opening of quotations or to accept or reject any or all of the bids without assigning any reasons thereof. In case of any doubt or need of any inquiry, the bidders may contact the undersigned on any working day.

Sd/-

(N B Harish Ballal)  
Assistant Commissioner