

OFFICE OF THE COMMISSIONER (AUTHORISED REPRESENTATIVE),
CESTAT, Mumbai, Jai Centre, Poona Street, P. D'Mello Road,
Masjid (East), Mumbai 400 009.

TEL.: 022-23791105

FAX: 022-23703896

F. No Commr(AR)/CESTAT/Misc-390/2017

Date: 12.10.2018

TENDER NOTICE

General

Tenders are invited from reputed service providers for hiring of vehicles as per the requirement mentioned below in the schedule for the Office of the Principal Commissioner (AR), CESTAT, Mumbai

SCHEDULE I

Sl. no.	Category	No. of Vehicle
01	Air Conditioned Sedan vehicle to be used up to 30-31 days subject to maximum of 2500 kms	02

The vehicles to be hired are for use by the Office of the Principal Commissioner (AR), CESTAT, at Masjid (East), Mumbai 400 009 for the period of **01 year from the date of commencement of the Contract**. Interested parties are to submit their bids as per two bid system i.e. Technical Bid as per Annexure 'A' and Financial bid as per Annexure 'B' separately in two different sealed envelopes. These envelopes shall be super-scribed 'FINANCIAL BID' and 'TECHNICAL BID' and put inside a bigger sealed envelope which shall be super scribed with the words 'TENDER FOR HIRING OF VEHICLES' and addressed to Principal Commissioner (AR), CESTAT, 1st Floor, Jai Centre, Poona Street, P. D'Mello Road, Masjid (East), Mumbai 400 009.

The said sealed envelope can be deposited up to 1500 hrs. on or before **31.10.2018** in the Office of the Principal Commissioner (AR), CESTAT, 1st Floor, Jai Centre, Poona Street, P. D'Mello Road, Masjid (East), Mumbai 400 009. The sealed envelope shall be opened by the Committee on **01.11.2018 at 1600 hrs**. The applicants who wish to be present at the time of opening of the Tenders may represent themselves or authorize their representatives with an authority letter for the said purpose.

The Financial Bids of only those shall be opened, whose Technical Bids are qualified. The format of technical bid is enclosed as Annexure-A.

2. Terms and Conditions of the Tender:

While quoting, every person tendering should specifically note that -

- i) Rate quoted is for a commercially registered vehicle that is new or upto 3 years old i.e. model of 2015 or afterwards and without any accident history, in excellent and neat exterior, interior and running condition which they shall also so maintain during period of hire.

- ii) **A log book specifying daily reporting and relieving time as well as daily opening and closing meter reading shall be maintained for the vehicle. The service provider shall provide a copy of logbook along with the remarks, by the officers/departments to whom the vehicle has been assigned along with the bill.**
- iii) There should be at least two sets of white covers, towels and napkins. It should be changed every week. There should be an air spray in every car.
- iv) Gas kits are strictly not allowed to be used as a fuel in any car.
- v) Zero based mileage i.e. mileage starting (pickup location) and ending at/from duty or drop off location shall be adopted for the purposes of calculating the kilo meters.
- vi) The vehicle shall be provided on any day including Saturday, Sunday and Holidays, if required by the Hirer.
- vii) The Service Provider must have arrangements for establishing contact and round the clock service.
- viii) The Service Provider should own a minimum of 07 cars of the description given in Schedule-I & II commercially registered and should have a respectable turnover in order that car and/or driver can be replaced at a short notice, if need arises.
- ix) The Commissioner (AR), CESTAT, Mumbai, shall be liable to pay the hiring charges only. Contract charges include monthly charges of driver, maintenance of vehicle & fuel i.e. petrol/diesel/oil expense etc.
- x) The Service Provider should be registered with the GST Department and hold PAN. Tax will not be reimbursed, if the Service Provider fails to produce proof of payment of Tax.
- xi) The billing will be done on monthly basis and bills to be submitted in triplicate by the 5th of the succeeding month.
- xii) The successful bidder has to provide up to 2 vehicles under the various categories mentioned in the Schedule above. The actual number of each of such vehicle to be hired will be communicated in the 'Offer Letter' to the successful bidder. In case lesser number of vehicles are hired and need arises for hiring more vehicles, the same will be communicated to the successful bidder in due course, who will provide

- the required vehicles at the successful bid price.
- xiii) The vehicle(s) provided should comply with laws in force in India.
 - xiv) The drivers should have a valid driving license and act to comply with laws in force and are adequately experienced, maintain decency, politeness, neat dress and good habits. The residence of drivers must be in the Mumbai City region only. Driver must be in the proper uniform.
 - xv) Their drivers must be equipped with functional mobile phone at their cost, for contact purposes. Their drivers are well versed with the routes and locations in Mumbai and nearby areas. Their driver/service provider shall maintain log-book with vehicle indicating the day to day running mileage.
 - xvi) Once hired, the vehicle will not be put to use for other purposes, and the vehicles and drivers will work under the overall supervision of the department for which they will do all as is necessary.
 - xvii) The vehicle will be utilized in case of an emergency without bringing to the knowledge of the service provider.
 - xviii) **The vehicles will be required to run anywhere within the territory of India as and when the Commissioner (AR), CESTAT, Mumbai so desires.**
 - xix) Vehicle should be kept with sufficient stock of fuel. However, in case of any emergency, if any officer refuels on payment, of his own, the same should be reimbursed by the service provider on production of the bill immediately.
 - xx) In order to ensure day to day functionality of hirer, once hired, service provider shall not keep changing or rotating the vehicles and drivers, except if the hirer so indicates in the case of eventuality or unsuitability.
 - xxi) The Service Provider should not have any person who is in government service or an employee of the department as a partner, directly or indirectly.
 - xxii) The Service Provider will comply with Labour Laws in force and all liabilities in this connection will be theirs.

- xxiii) If the contract is awarded, the Service Provider is to provide the Department the complete details of vehicles, certified copies of the RC books, comprehensive insurance policies as well as full details of deployed drivers, their addresses, copies of their driving licenses.
- xxiv) The Department will not be under any obligation, legal or otherwise, to provide employment to any of the personnel of the service provider during or after the expiry of the hire period. The Department recognizes no employer- employee relationship between the Department and the personnel deployed by the service provider. The Department shall not be responsible financially or otherwise for any damage to the vehicle or injury to the driver or person deployed by the service provider during the course of hire.
- xxv) In case of any accident, all the claims and damages arising thereof, shall be met by the service provider.
- xxvi) The service provider shall undertake to indemnify the Department against all damages/charges arising on account of or connected with the negligence of the service provider or his 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 any person or in executing the work or otherwise and against all claims and demand thereof.
- xxvii) In the event of the hired vehicle developing snags or in case the condition of the vehicles are not found to be satisfactory, the service provider will ensure that a replacement vehicle is provided on priority and in case of failure to make alternative arrangement, **the Department will be at liberty to hire other vehicle and the cost incurred on account of such hiring shall be at the expense of the service provider.**
- xxviii) The Department reserves the right to charge penalty, **Rs 500** per day of delay for non provision of vehicle in time, and **Rs. 500** per instance of misbehavior of driver.
- xxix) The Department reserves the right to terminate the contract without assigning any reason by giving two days notice.

- xxx) Department shall not make any advance payments and payments shall be made only on the basis of monthly bills submitted at end of every month.
- xxxii) The Commissioner (AR), CESTAT, Mumbai, reserves the right to require fulfillment of other conditions, not expressly mentioned, which are consistent with use of vehicles on hire with this office, and to reject any of the tenders without assigning any reason there for.
- xxxiii) In case of dispute, the decision of the Commissioner (AR), CESTAT, Mumbai, shall be final and binding.
- xxxiiii) As per Guidelines for the deployment of vehicles in the formations under CBEC (w.e.f. 1st December, 2017)
- xxxv) The tender details are also available on this Office's Notice Board and web site www.cbec.gov.in

(Suresh Merugu)
Dy. Commr. (Admn.),
CESTAT, Mumbai

ANNEXURE - 'A'

TECHNICAL BID

Name, Address and Telephone no of Service Provider:

Name and address of the Proprietor/Partner/Directors:

Qualifying criteria for Technical Bid

- | | |
|---|--------|
| 1. We own minimum 07 commercially registered cars | Yes/No |
| 2. We have attached photocopy of RC Books of 07 such cars that is new or upto three years old | Yes/No |
| 3. We have valid GST Registration | Yes/No |
| 4. We have attached copy of GSTN | Yes/No |
| 5. We have valid PAN | Yes/No |
| 6. We have attached copy of PAN | Yes/No |

Additional evaluation criteria

- | | |
|--|--------|
| 7. Total number of commercially registered cars owned (please fill number opposite) | ----- |
| 8. Provided cars on hire for over 6 months to Central/State Government/Public Sector offices | Yes/No |
| 9. If reply to 8 above is yes, then provide names of the Offices | ----- |

"I have read the terms & conditions of the Tender Notice"

Signature
Name of Authorized Signatory
Seal/Stamp

ANNEXURE - 'B'

Financial Bid

Name, Address and telephone no. of Service Provider:

Name and address of the Proprietor/ Partner/ Directors

Goods & Service Tax Number

Rate per car (Exclusive of GST)

No. of Cars / Category of car	Rate per car in Rs. (Exclusive of GST)	Extra KM Charge in Rs.	Extra Hour Charge in Rs.
02 / Air conditioned sedan vehicle to be used up to 30-31 days subject to maximum of 2500 kms			

"I have read the term & conditions of the Tender Notice and agree"

Signature

Name of the Authorised Signatory on behalf of the tenderer

Seal/Stamp