

**GOVERNMENT OF INDIA,
MINISTRY OF FINANCE, DEPARTMENT OF REVENUE,
CUSTOMS, EXCISE, SERVICE TAX SETTLEMENT COMMISSION
ADDITIONAL BENCH, CHENNAI,
NARMADA BLOCK, CUSTOM HOUSE,
NO.60, RAJAJI SALAI, CHENNAI - 600001**

C.No.I/22/1/2019 - SC

Dated:25.02.2019

TENDER NOTICE

For and on behalf of President of India, sealed tenders are invited from reputed taxi operators / service providers for hiring of (03) THREE staff cars and (01) ONE operational vehicle along with Drivers for the Customs, Excise, Service Tax Settlement Commission, Narmada Block, Custom House, Chennai – 600001.

2. The detailed Tender process and terms and conditions are enclosed as **Annexure-"A"** to this Tender Notice. In case of any query, the Assistant Commissioner (Admn), Customs, Excise, Service Tax Settlement Commission, Narmada Block, Custom House, Chennai – 600001, shall be contacted on any working day during office hours on or before 18.03.2019. The tender form can be downloaded from the websites www.settlementcommission-cest.gov.in or www.chennaicustoms.gov.in or www.cbic.gov.in.

3. Interested parties / vehicle providers who comply with the terms and conditions of this tender notice should submit their bids (both Technical & Financial) in the prescribed Quotation Form duly signed and stamped, in separate sealed envelopes, clearly super-scribing "Technical Bid" and "Financial Bid". These two bids are in turn to be placed in one sealed cover clearly super-scribing on the envelope "TENDER FOR HIRING OF VEHICLES" and should be sent to the Commissioner (Investigation), Customs, Excise, Service Tax Settlement Commission, Narmada Block, Custom House, Chennai – 600001

i). The last date for receipt of Tender :18.03.2019 upto 17.00 Hrs.

ii) Tenders shall be opened on :19.03.2019 at 12.00 Hrs.

4. The tenders / quotations received unsigned / 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. The financial bids of only those bidders shall be opened, whose technical bids are qualified. The format of the "Technical Bid" and "Financial. Bids" are enclosed as **Annexure-'B'** and **Annexure-'C'**.

5. The Commissioner (Investigation), Customs, Excise, Service Tax Settlement Commission, Narmada Block, Custom House, Chennai – 600001 reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

Encl.: as above


(J.W.I.NELSON)

ASSISTANT COMMISSIONER(ADMN)

To: The Webmaster, Settlement Commission, Chennai.

Copy to: The Dy/Asst. Commissioner of Customs EDI, Custom House, Chennai-600 001 (with a request to publish in the website www.chennaicustoms.gov.in)

The Webmaster, CBIC, New Delhi (with a request to publish in www.cbic.gov.in)

Technical Conditions:

- (I) The tenderer should have (i) PAN number and (ii) G.S.T Registration Certificate and should attach photocopies of the same.
- (II) The tenderer should have experience of minimum two years in supplying vehicle contract services to the Government Departments / PSUs
- (III) The tenderer should also provide list of vehicles to be offered by him which should be owned by the service provider together with documents like insurance policy and Registration Certificate along with quotation / tender documents.
- (iv) The vehicles should not be more than two years old as on 01.01.2019 for which the tenderer should submit the details of vehicles viz., make / type of the vehicle, Model / year of manufacture and the Registration number of the vehicle.
- (v) In case of vehicle not owned by the bidder, the hire agreement or powerof attorney should be submitted alongwith other relevant details.
- (vi) The Details of the Vehicles to be hired are as under:

Sl.No.	Category	Type of vehicle	No. of vehicles	Details
1	Staff Car	Mid-Sized Car like Honda City / Maruti Ciaz /Hyundai Verna/ Toyota Etios or any equivalent car	3	To be used upto 30/31 days subject to a maximum of 2500 Kms in a month
2	Operational vehicle	Mid-Sized Car like Honda City / Maruti Ciaz /Hyundai Verna/ Toyota Etios or any equivalent car	1	To be used upto 24/25 days subject to a maximum of 2000 Kms in a month

2. Tender Process and submission of Tender documents: -

- a. The bid / tender will consist of two parts - Technical bid and Financial bid. The Technical Bid should be in a separate sealed envelope (clearly super scribing "Technical bid") and the financial bid should be in a separate sealed envelope (clearly superscribing "Financial Bid") and in turn, both the individual sealed envelopes should be placed in a single bigger envelope (clearly superscribing as "Tender for Hiring Vehicle").
- b. The name of the Agency / firm must be mentioned on envelope. The bids of those bidders whose Price Bid is shown in the Technical Bid documents itself, shall be rejected forthwith. All information sought under "Terms and conditions" and "other information to be supplied" is to be given in Technical Bid while the price quoted by them should be mentioned only in the Financial Bid.

- c. The offers / bids received incomplete and / or filed after the due date shall be summarily rejected.
- d. The Technical Bids shall be opened on 19.03.2019 at 12.00 hrs in the presence of bidder or their authorized representative with authority letter, if they appear; otherwise the Bids may be opened & processed ex-parte.
- e. The financial bids of only those parties shall be opened whose Technical Bids are found to be eligible.
- f. Corrections / overwriting should not be there in any of the submitted Tender documents. ;
- g. The department reserves the right to accept or reject any or all tenders without assigning any reason. In case of any dispute of any kind and in respect of whatsoever, the decision of the Commissioner (Investigation), Customs, Excise, Service Tax Settlement Commission, Chennai – 600001 will be final and binding.
- h. The tender documents must be received latest by 18.03.2019 at 17.00 hrs. The documents received after due date & time due to any reason, including postal delay shall not be accepted.

3. **Authenticity of the tender document:** - Every page of tender document along with enclosures must be signed by the bidder.

4. Cost of Tender Document: -

- a. The tender documents can be downloaded from the website www.settlementcommission-cest.gov.in or www.chennaicustoms.gov.in or www.cbic.gov.in. The downloaded tender documents must be accompanied with Demand Draft / Banker's Cheque of Scheduled Bank for Rs. 500/- (Rupees Five Hundred only) separately in favour of the Commissioner (Investigation), Customs, Excise, Service Tax Settlement Commission, Chennai – 600001 along with the Technical Bid failing which tender / bid / offer shall be summarily rejected.

5. Earnest Money: -

- a. The Technical Bid Tender document must be accompanied with Earnest Money Deposit of Rs.42,000/- (Rupees forty two thousand only) in the form of Demand Draft in favour of the Commissioner (Investigation), Customs, Excise, Service Tax Settlement Commission, Chennai – 600001 failing which the Bidder will not be considered for participating in the Financial Bid.
- b. Cheques will not be accepted.
- c. No earnest money deposit will be accepted after the due date and time of submission of tender document. Earnest money deposited with other Tender will not be adjustable with this Tender. No bank commission or interest will be paid on the Earnest Money.
- d. If a bidder withdraws their offer after opening of Technical Bid or Financial Bid before award of tender to other valid tenderer, the earnest money deposited by them will be forfeited.

- e. If a successful bidder fails to deposit requisite amount towards the Performance Security within specified time, the earnest money will be forfeited.
- f. If a successful bidder fails to execute an Agreement within specified time, the earnest money will be forfeited.

6. Performance Security: -

- a. The successful bidder shall be required to deposit an amount equal to 5% of the total contract value within the 10 days of the issue of letter of intent for accepting the bid as Performance Security.
- b. Performance Security shall be submitted either in form of Demand Draft or Bank Guarantee or FDR issued by a Nationalized Bank only drawn in favour of the Commissioner (Investigation), Customs, Excise, Service Tax Settlement Commission, Chennai – 600001 payable at Chennai. (ii)
- c. Earnest money deposited by the unsuccessful bidder will be refunded to the bidder at the earliest after finalization of the tender. Earnest money will be refunded to the successful bidder on receipt of Performance Security.
- d. Further, the Performance Security will be refunded / returned to the successful bidder after successful completion of the Contract Agreement and settlement of accounts within three months of completion of contractual period.
- e. The Performance Security will be forfeited in case of unsatisfactory performance of the successful bidder. The decision of the Commissioner (Investigation), Customs, Excise, Service Tax Settlement Commission, Chennai – 600001 on this account will be final and binding on successful bidder.

7. Rates: -

- a. Rate / bid / offer must be without any condition, assumption, qualification, reservation or variation. Rate / bid / offer must be mentioned in prescribed Proforma in figures and in words in respect of each vehicle separately. In case of any discrepancy, rates quoted in words will prevail. Conditional tender offer or offer at variance from prescribed specification would be ineligible to compete for the tender. Prices and price components shall be firm and shall not be subject to any price variation or adjustment on account of any price escalations throughout the execution of the contract.
- b. Contracted hire charges include all charges, viz. charges of driver petrol / diesel, oil and also any other incidental expenses in running and maintenance of vehicle, repairs, insurance, all taxes as per Motor Vehicle Act / State Government / Central Government, and parking, penalty / fine etc.
- c. The lowest tender will be arrived at based on the rates quoted in Annexure-C.

8. Subletting of Contract: -

- a. The successful bidder shall not be allowed to sublet / subcontract the contract to any other contractor.

9. Contract period: -

- a. The contract shall be in force for the period from 01.04.2019 to 31.03.2020.
- b. The Commissioner (Investigation), Customs, Excise, Service Tax Settlement Commission, Chennai – 600001 reserves the right to extend or reduce the period of time. The Commissioner (Investigation), Customs, Excise, Service Tax Settlement Commission, Chennai – 600001 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.
- c. The Commissioner (Investigation), Customs, Excise, Service Tax Settlement Commission, Chennai – 600001 reserves the right to increase or decrease the number of hired vehicles at any time during the period of agreement between the Department and the service provider.

10. Prescribed format / proforma: -

- a. Annexure - B and Annexure - C are to be duly filled for each vehicle separately being offered. A complete copy of RC Book in respect of each vehicle indicating date of manufacturer and commercial registration is to be submitted with Annexure - B failing which bid will be disqualified / rejected. In case, the bidder wants to give new vehicle after award of Contract the clause of submission of RC Book will not be applicable.
- b. Affidavit in prescribed Proforma i.e, **Annexure-D** regarding non-blacklisting of the firm and non-convicting of the drivers by any court of law is to be duly submitted.
- c. The successful bidder has to submit Performance Security in the form of a bank guarantee in prescribed Proforma i.e, **Annexure-E** before execution of the contract/agreement.

11. Capabilities, specification & formalities for Driver: -

- a. The bidders must ensure that the drivers employed have valid driving license and 'clean driving record. The drivers of the vehicle provided must follow traffic rules and all other regulations prescribed by the Government from time to time.
- b. The drivers shall observe all the etiquette and protocol while performing the duty and shall be neatly dressed.
- c. The drivers should have minimum 2 years of experience of driving. They should have valid driving license for driving passenger vehicles on hire.
- d. The drivers should be well versed with the roads and the places in Tamil Nadu & Pondicherry and should have experience in city/urban driving as well as rural driving.
- e. Once the driver has been allotted to a particular vehicle, he should remain with the same vehicle for a period of at least 6 months. Any change in the designated driver

should be intimated to the concerned officer before 24 hours of such change is effected.

- f. The driver should possess a mobile phone with good network coverage and should not put it in 'switch off mode' at any point of time.
- g. 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.
- h. The driver should not be addicted to drugs/alcohol etc. The driver should be ready / prepared for outstation journeys at short notice if required.

12. Billing and Payment: -

- a. The billing will be done on monthly basis. The monthly bills in duplicate shall be submitted to the concerned vehicle in-charge within 1st week of every subsequent month. Non-submission of the bill beyond 1st week of every month without justification would not be entertained.
- b. The department will not make any advance payment.
- c. The Firm providing vehicles shall not have any legal rights to proceed against the Department in the event of late payment due to unforeseen reasons.

13. Validity of the offer / bid: -

- a. The offer / bid of the bidder will be valid for at least six months from the date of opening of Technical bid. :

14. Agreement: -

- a. The successful bidder will have to execute a contract agreement with the department and the validity of contract agreement will be for the period from 01.04.2019 to 31.03.2020.

15. Penalty:

- a. A penalty of Rs. 1,500/- per vehicle per day will be levied if any vehicle or driver or agency / firm fail to meet effective terms and conditions on any day.

16. Terms and conditions: -

- a. 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.
- b. The liabilities of the official of this office will be limited only to hiring charges agreed in the contract
- c. 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.

- d. The vehicle should fulfill 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.
- e. In case of any accident or any other contingency or any other liabilities, any claim arising out of it shall be borne by the contractor only and no claim whatsoever shall be borne by the Department.
- f. 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 Jaw in force.
- g. Vehicle must be kept clean, odour free, in excellent condition, mechanically fit and suitable for official use.
- h. 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.

17. Jurisdiction of the Court: -

- a. 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.

TECHNICAL BID

1	Name of the Bidder					
2	Address					
3	Telephone / Mobile No.					
4	PAN No. (enclose self attested copy of proof)					
5	GST Registration No. (enclose self attested copy of proof)					
6	Details of Earnest Money					
	(i) Name of the Bank					
	(ii) D.D. No. and date					
	(iii) Amount					
	(iv) In case of exemption (enclose supporting documents)					
7	Category	Name/Type of Vehicle	Year of manufacture	*Registration No. (enclose self attested copy of R.C. Book	Registration Date	Kms. run as of date
	1					
	2					
	3					
	4					
8	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)	
9	Whether convicted by court of law? If convicted, indicate details and enclose a self attested copy of the court's order.	

*- Not applicable to bidder who wants to provide a new vehicle, if the contract is awarded to him.

Fill up the category for you wish to apply and leave the other category blank

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

Dated:

Name and Signature of bidder with seal

FINANCIAL BID

1. Name:
2. Address:
3. Telephone / Mobile No.
4. Rates:

Category	Type of car	No. of car	Quotation (in Rs.) for each vehicle (per month)	*Quotation (in Rs.) for each category (per month)	Rate per Km if the kilometres exceed the maximum)

*-- Excluding Service Tax

Fill up the category for you wish to apply and leave the other category blank

Dated:

Name and Signature of bidder with seal

ANNEXURE D

The Notary Public

Civil Court

Iaged about.....
son ofresiding at.....
.....

do hereby solemnly affirm state as follows:

1. That I am the proprietor of M/s
2. That my Agency / Firm / Central or State Government / Central or State Government Undertaking has been allowed to participate in the tender dated.....of The Commissioner (Investigation), Customs, Excise, Service Tax Settlement Commission, Chennai – 600001.
3. That I have neither been convicted nor any cognizance has been taken against by any Court of Law till date.
4. That my Agency / Firm / Central or State Government / Central or State Government Undertaking has not been blacklisted from any Central or State Government / Central or State Government Undertaking.

The above statement is true to the best of my 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:

To

The Assistant Commissioner (Admn)
Customs, Excise, Service Tax Settlement Commission,
Narmada Block, Custom House,
Chennai – 600001.

Dear Sir,

In consideration of The Commissioner (Investigation), Customs, Excise, Service Tax Settlement Commission, Chennai – 600001 (hereinafter referred to as the "owner", which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns) having awarded the contract for hiring of4 vehicles (specification) to M/s..... with its registered office 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..... (Rupees) only.

We (name and address of the bank) having its head office at (hereinafter referred to as the 'bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the owner, on demand any or all monies payable by the contractor to the extent of Rs...{Rs.....} only. |

Only as aforesaid, at any time upto.....(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 provisions 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 it shall remain in force up to and including.....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....on whose behalf this guarantee has been given.

Dated this..... day of2019 at

Witness:

(signature)

(signature)

{name}

(name)

(official address)

(official address)

Attorney as per power of Attorney No..... date.....