



सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF FINANCE, DEPARTMENT OF REVENUE
CUSTOMS, CENTRAL EXCISE & SERVICE TAX, SETTLEMENT COMMISSION
ADDITIONAL BENCH MUMBAI

6TH FLOOR, PLOT NO.C-24, GST BHAVAN
BANDRA-KURLA COMPLEX: BANDRA (EAST): MUMBAI - 400 051
{Tel.: (022) 2657 02 86 / 2657 30 10-11-12 Fax: 2657 24 25/ 2657 16 75}

F.No. I/22-14/SC/MZ/2013

Mumbai, the Jan., 2018

NOTICE INVITING TENDER

1. Sealed quotations are invited from the reputed firms/ parties having at least two years' experience in similar kind of work and willing to comply with the Terms and Conditions annexed to this notice for the following work:-

SUPPLY OF PASSENGER CARS AS PER BELOW:-

Sr.No	Category	No. of Vehicles Required	Cost ceiling of Vehicle (exclusive of Service Tax)
1.	A-3 Segment - Mid Size such as City, Sx4, Dzire, Logan, Accent, Fiesta, Verna etc. to be used for 30/31 days in a month subject to a maximum of 2500 Kms. Per Vehicle per month	03	Rs. 40,000/-
2.	A-3 Segment - Mid Size such as City, Sx4, Dzire, Logan, Accent, Fiesta, Verna etc. to be used for 25/26 days in a month subject to a maximum of 2000 Kms per vehicle per month	01	Rs.40,000/-

2. Interested firms/ parties may contact the Administrative Officer on any working day for Clarification/information in this regard.

3. Details of this Tender may also be accessed through Central Board for Excise and Customs website at <http://www.cbec.gov.in/tenders>.

4. Sealed Quotation should be addressed to the Vice Chairman, Customs, Central Excise & Service Tax, Settlement Commission, Additional Bench, Mumbai. The sealed cover should be marked on the top as "**Quotation for Hiring of Vehicles against Tender Notice**".

5. Last date of submission of sealed quotation is **06.02.2018**.

(BHARAT SINGH)
ADDITIONAL COMMISSIONER

TERMS AND CONDITIONS

1. Technical bids (as per Annexure – A & A1) and Financial bids (as per Annexure – B) **should be kept separately in separate sealed envelope** and super-scribed with “Quotation for Hiring of Vehicles against Tender Notice”. The separate Technical and Financial Bids should be clearly marked “Technical Bid” or “Financial Bid” on their respective envelopes. The Technical Bid and Financial Bid will be **opened on 07.02.2018 at 15.00 hrs.** in the chamber of The Additional Commissioner, Customs & Central Excise, Settlement Commission, Additional Bench, Mumbai before the Committee of Officers and the representatives of the bidders. All bidders may remain present at the time of opening of tender either by themselves or through their representative (**bearing authority letter**). The Technical Bid will be opened first. 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 evaluation of Technical and Financial bid and actual inspection of the vehicle.** The qualified agency/firm will bring their vehicles for inspection to the above office at their own cost.
2. The contract for the vehicles shall be valid for an initial period of one year starting from 01.03.2018, subject to fulfillment of clause of terms & conditions during the period of contract.
3. The bidder should be duly registered with concerned Central/State Govt. authority and should be a well established Taxi agency/firm (hereinafter referred to as the agency/firm) having at least two years’ experience in providing vehicles to Central/State Govt./ PSUs. Such agency 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. The agency/firm should have sufficient number of drivers and latest models of vehicles for hiring. A detailed list of vehicles owned by the agency to be provided for hire should be mentioned in the annexure of this notice. The vehicle should also carry necessary pollution certification issued by the competent Authority. The vehicle should not be of make older than 01/01/2017 and should not have run more than 20,000 Km as on date of submission of tender. Applicant agency/firm should mention the year of manufacture of the vehicles.
4. **If any service provider/agency is willing to provide a brand new vehicle then, they can submit booking slip of the new vehicle and in the meantime, till the delivery of vehicle, they may provide vehicle of similar make/class make of which should not be older than 01/01/2016 and should not have run more than 40,000 Km. Booking slip has to be submitted at the time of placing bid itself else this concession will not be extended.** Further, in this case, new vehicles have to be provided within one month from the date of execution of contract otherwise Rs.2500/- per vehicle per month will be deducted from the monthly bill payable. Delay in providing new vehicles for more than 02 months from the date of execution of contract may even lead to termination of contract.
5. The cost ceiling of Vehicle (exclusive of Service Tax) shall be Rs.40,000/- per month for Mid-sized vehicle.
6. In case if any vehicle is utilized less than 2000 kms/2500 kms by respective vehicle in a month, balance Kms shall be carried forward for next three months and will also be adjusted against extra mileage of the same vehicle or any other vehicle hired from the same vendor.
7. Interested bidders have to submit bid for all 04 (03 + 01) vehicles. No bidder is allowed to place bid for lesser no. of vehicles. Bid of such bidder will be summarily rejected and their financial bid will not be opened.

8. The bidders should have at least 10 vehicles in their fleet. The RC of such vehicles should be in their own/company name. Photocopy of the RC should be enclosed at the time of submission of bid.

9. The agency/firm will comply with all the Legal Rules, Regulations and Statutory obligations cast upon him as per the Central / State Government / Municipality / Local Bodies relating to such deployment of vehicles and personnel.

10. The vehicles to be provided should be in excellent working condition and should be kept clean and odour-free with clean interiors and proper upholstery, suitable for official use. It should be comprehensively insured and should carry necessary permits/clearance from the Transport Authority or any other concerned Authority, as required.

11. No dead mileage would be payable from agency/ firm's premises to starting point and vice versa. A log book for the car in the format prescribed by the Ministry, for each of the journey performed, duly signed by the officer utilizing the said vehicle, would be maintained. The same should be submitted by the contractor to the Administrative Officer, Customs & central excise, Settlement Commission, Additional Bench, Mumbai regularly for scrutiny and along with the bills.

12. The agency/firm and the driver shall be bound to follow the instructions of the Administrative Officer as well as the user to whom the vehicle will be assigned.

13. It will be solely the discretion of this office to use the said hired vehicle for any official purpose even on Saturday, Sunday and Holiday where & whenever necessary.

14. The vehicle to be deployed will not be used for any other commercial/ personal or any other purpose by the service provider.

15. 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 valid driving Licenses for driving passenger vehicles on hire, copy of which should be submitted on joining duty.
- ii) Drivers should be well versed with the roads and the places in Mumbai and should have experience in city driving. The agency /firm would ensure that the drivers employed have a clean driving record.
- iii) 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.
- iv) Driver should be provided with a mobile phone with a working contact number.
- v) Driver should be decent and well behaved and should not have any criminal cases against him and the antecedents should have been verified from the Police Authority.
- vi) Drivers should not have any addiction.
- vii) The driver shall observe all the etiquette and protocol while performing the duty & shall be neatly dressed preferably in white uniform.
- viii) The driver of the vehicle provided must follow traffic rules and all other regulations prescribed by the Govt. from time to time.

16. In case of vehicle breakdown/not found to be satisfactory, a substitute vehicle, which is of similar make shall be provided by the agency/firm immediately. In case the substitute vehicle does not report within the reasonable time or does not report at all, this office would have a right to hire a vehicle from the market and the additional cost incurred by this office will be borne by the agency/firm. In case, neither a substitute vehicle is provided nor a vehicle is hired by the office,

proportionate contract charges are liable to be deducted from the contract charges payable.

17. The agency/firm should have adequate number of telephones, so they can be contacted round the clock or in case of any emergency.

18. The rate quoted should be exclusive of the GST component. No GST will be paid if the operator fails to provide proof of valid GSTIN No.

19. The Vice-chairman, Customs & Central Excise, Settlement Commission, Additional Bench, Mumbai shall be liable to pay the hiring charges plus GST as applicable only. Any other charges, including monthly charges of driver, repair and maintenance of vehicle, insurance, petrol/diesel, oil and any other incidental expenses shall be borne by agency/ firm.

20. The liability to pay all statutory taxes / duties / other levies of Local bodies, State & Central Government or any other Authority in respect of services rendered will vest with agency/firm. The agency/firm shall be solely responsible for payment of wages/salaries, other benefits, allowances to Drivers deployed and all other statutory / other dues payable as per Central / State Government / Municipality Rates etc., other Laws etc., as applicable to personnel deployed that might become applicable under any Act or Order of the Government. This office shall have no liability whatsoever in this regard.

21. The billing will be done on monthly basis. Bills preferably be printed and in triplicate in connection with the service shall be submitted to The Vice-chairman, Customs & central excise, Settlement Commission, Additional Bench, Mumbai within the first week of each successive month. At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

22. The Vice-chairman, Customs & Central Excise, Settlement Commission, Additional Bench, Mumbai shall be at liberty to withhold any of the payments in full or in part for default in service and/ or for the loss incurred by the Department as result of theft burglary etc.

23. The agency/firm should have good financial viability to cushion credit up to three months.

24. The Vice-chairman, Customs & Central Excise, Settlement Commission, Additional Bench, Mumbai reserves the right to reject all or any of the bid/s or cancel the tender without assigning any reason thereof and the decision of this office shall be final and binding.

25. 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 officer utilizing the said vehicle. The vehicle must be available at any time of day as desired by the officer utilizing the said vehicle.

26. On awarding of the contract, the agency/firm has to furnish to The Vice-chairman, Customs & Central Excise, Settlement Commission, Additional Bench, Mumbai the certified copies of RC books.

27. A penalty of Rs. 2000/- (Rupees Two Thousand Only) per day per vehicle shall be levied if any vehicle or driver or agency/firm fails to meet above terms & conditions on any day. The penalty amount shall be deducted proportionately from the amount payable to the agency/firm.

28. Toll tax and parking charges shall be reimbursed by this office to the agency/firm upon submission of necessary documentary evidence for payment of the same.

29. In case of any accident, all the claims/liabilities arising out of it, shall be met by the agency/firm. The agency/firm will be solely responsible for any violation of Traffic Rules by the Driver or any contravention of Motor Vehicle Act or any other laws in force for the time being, as result of use of said vehicle. This office shall have no liability whatsoever in this regard in case of any accident, involving the use of vehicle and/or injury etc., to the Driver deployed, all the claims/liability arising out of the same shall be met by agency/firm and this office shall have no liability whatsoever in this regard. The Department shall not entertain any claim, damages, insurance liability, etc., arising out of mishap/ accident etc. to the personnel employed by the agency/firm. The agency/firm will take such necessary action, under the various Acts / Rules / Laws as required to take care of personnel deployed including medical treatment and transportation to hospital etc. as and when required. This office will not be responsible for any claim in this regard.

30. The actual no. of vehicles hired may increase or decrease during the contract period depending upon the requirement of the office, on the same terms and conditions. In case the number of vehicle/s under contract increased than the number mentioned in contract, then the proportionate amount of contract will be increased and if number is reduced, proportionate amount will be reduced. Any change in number of vehicle/s shall be made on the written notice period of Seven days.

31. The liability of this office i.e. Customs, Central Excise & Service Tax, Settlement Commission, Additional Bench, Mumbai will be limited to the hiring charges plus GST as agreed in the contract.

32. The contract between this office and agency/firm can be cancelled after a prior written notice of one month from either side, in the event of poor service or violation of any of the conditions stipulated.

33. Any matter during the period of agreement, which has not been specifically covered by the agreement, shall be decided by The Vice-chairman, Customs & Central Excise, Settlement Commission, Additional Bench, Mumbai whose decision shall be final and conclusive.

34. No additional terms & conditions over and above the conditions stipulated above will be entertained by The Vice-chairman, Customs & Central Excise, Settlement Commission, Additional Bench, Mumbai.

35. In case of any dispute in this matter, the decision of Vice-chairman, Customs & Central Excise, Settlement Commission, Additional Bench, Mumbai shall be final and binding.

36. The Vice-chairman, Customs & Central Excise, Settlement Commission, Additional Bench, Mumbai reserves the right to amend, rectify, alter or relax any conditions, referred above for this tender, without assigning any reasons.

(BHARAT SINGH)
Additional Commissioner
Customs, Central Excise & Service tax,
Settlement Commission, Additional Bench,
Mumbai

F. No.-F.No. I/22-14/SC/MZ/2013
Mumbai, the 2017

Copy for information and display at the Notice Board to:-

1. Notice Board of Settlement Commission, Additional Bench, Mumbai.
2. On CBEC website.
3. Few Service providers.

ANNEXURE - "A" (TECHNICAL BID)

1	Name of the Bidder:	
2	Address:	
3	Telephone/ Mobile no.	
4	Permanent Account No. (PAN) (enclose self-attested copy of proof)	
5	GSTIN No. (enclose self-attested copy of proof)	
6	No. of years of experience of running a fleet of vehicles on hiring basis	
7	Whether the agency/firm has experience of giving the vehicle on hire to Govt. Deptt. or PSU, if any. (enclose self-attested copy of proof)	
8	Details of the Vehicles :- As per enclosed Annexure "A 1", attached	Yes / No
9	Whether blacklisted by any Central / State Government or Central / State Government Undertakings?	Yes / No
(i)	If blacklisted, indicate details :-	Yes / No
(ii)	If not, Then Self-Declaration form as per Annexure "C", attached	Yes / No
10	Self-Certification that no criminal case is pending against the driver, then enclose self-declaration form as per Annexure "D", attached	Yes / No
11	Whether the agency / firm has sufficient financial viability to provide credit of at least three (3) months.	Yes / No
12	Total No. of Vehicles operated by the Service Provider (attach photocopy of RC of at least 10 vehicles)	

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

Encl : as above

Date: Signature along with Stamp

NOTE: Photo copies of all documents mentioned are required to be duly self-attested

Annexure 'A 1'

DETAILS OF THE VEHICLES

To
The Vice-Chairman,
Customs, central excise & Service Tax,
Settlement Commission,
Additional Bench, Mumbai

Sub :- Tender Notice for vehicle.

Sir,

The following are the details of the vehicles that would be used, on allotment of the tender:-

i) **A-3 Segment – Mid Size**– 03 No.

Vehicle Name and Model No.	Year of manufacture #	RC Book No.*	Kilometres run by the vehicle up to date of filing of tender

*(enclose self-attested copy of proof)

Not applicable for the bidder who wants to give a new vehicle if the contract is awarded to them subject to conditions mentioned in the notice.

ii) **A-3 Segment – Mid Size**– 01 No.

Vehicle Name and Model No.	Year of manufacture #	RC Book No.*	Kilometres run by the vehicle up to date of filing of tender

*(enclose self-attested copy of proof)

Not applicable for the bidder who wants to give a new vehicle if the contract is awarded to them subject to conditions mentioned in the notice.

Yours
faithfully,

Signature along
with Stamp

Place :- Mumbai

Date :-

ANNEXURE – “B” (FINANCIAL BID)

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

A) A-3 Segment – Mid Size

Sr. No.	Vehicle Name/Model	Rate for 30/31 days in a month; upto 2500 kms; 12 hours duty per day; all days of the week including holidays	Rate per km beyond 2500 kms	Overtime Rate per hour beyond 12 hours duty in a day
		(Rs.)	(Rs.)	(Rs.)
Total A)			N.A.	

B) A-3 Segment – Mid Size

Sr. No.	Vehicle Name/Model	Rate for 25/26 days in a month; upto 2000 kms; 12 hours duty per day; all days of the week including holidays	Rate per km beyond 2000 kms	Overtime Rate per hour beyond 12 hours duty in a day
		(Rs.)	(Rs.)	(Rs.)
Total B)			N.A.	
Total A+B)				

Total (A + B) Rupees

1. I/We undertake that I/We have carefully studied all the terms and conditions of tender document and understood the parameters of the proposed work and shall abide by them.
2. I/We further undertake that the information given in this tender are true and correct in all respect.

Signature along with
Stamp

Place :- Mumbai
Date :-

Annexure 'C'

SELF DECLARATION FORM

To
The Additional Commissioner
Customs & central excise,
Settlement Commission,
Additional Bench, Mumbai

Sub :- Tender Notice for vehicle.

Sir,

I / we, the undersigned do hereby declare that, I / we have never ever been blacklisted and / or there were no debarring actions against us for any default in providing services related to hiring of vehicle or in the performance of the contract entrusted to us by any government or quasi government agencies or PSUs. In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of The Vice-chairman, Customs & centralexcise, Settlement Commission, Additional Bench, Mumbai

Yours faithfully,

Signature along with
Stamp

Place :- Mumbai

Date :-

Annexure 'D'

SELF CERTIFICATION FORM

To
The Additional Commissioner
Customs & central excise,
Settlement Commission,
Additional Bench, Mumbai

Sub :- Tender Notice for vehicle.

Sir,

I / we, the undersigned do hereby certify that, there is no criminal case pending against the following drivers of our Company/Firm, who will be driving the vehicles on allotment of the tender.

Sr. No.	Name of the Driver	Driving Licence No.*

*(enclose self-attested copy of proof)

In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of The Additional Commissioner, Customs & central excise, Settlement Commission, Additional Bench, Mumbai. Any claim/liability arising out of this in future, shall be the responsibility of the our agency/firm.

Yours faithfully,

Signature along with
Stamp

Place :- Mumbai

Date :-