

**F.No.27/1/Hiring car/2015-16/CT**  
**Customs, Excise & Service Tax, Appellate Tribunal,**  
**West Block No.2, R.K. Puram,**  
**New Delhi-66**

**Dated: 28/03/2018**

To,

M/S. D.P.Tours & Travels  
S-146/220 A Adarsh Colony  
Mohammadpur, Near R.K.Puram  
New Delhi-66

**Sub: - Extension Hiring of Vehicles (Swift Dzire) Cars on  
Monthly rent basis:-reg**

Sir,

Reference to your letter dated 23/03/2018, whereby the competent authority has approved hiring of vehicle (swift Dzire car) for the official use of Hon'ble Members of this Tribunal up to 31/03/2019.

You are requested to provide five vehicles (swift Dzire Car) for one more Year i.e 01/04/2018 to 31/03/2019 to this office on the same terms & condition and agreement dated 27/03/2015.

Yours faithfully,



**(Bineesh Kumar K.S)**  
**Deputy Registrar**

F.No.27/1/Hiring Car/2015-16/CT  
CUSTOMS EXCISE & SERVICE TAX APPELLATE TRIBUNAL, WEST  
BLOCK NO.2, R.K. PURAM, NEW DELHI-66

Dated: 27 March 2015

To,

M/s D.P. Tours & Travels  
S-146/220A Adarsh Colony, Mohammadpur,  
Near R.K. Puram Sector-1, New Delhi-110 066

Sub: Providing 04 Vehicles (Swift Dzire) AC Cars on Monthly rent basis this Tribunal initially for one year (i.e. 01 April 2015 to 31 March 2016) which may be extended further, as per requirement of this Office – Reg

Sir,

I am to inform you that the Competent Authority has approved your quotation dated 18 March 2015 and letter dated 27-03-15 submitted to this office in response to this office tender dated 02 March 2015. This office shall pay the consolidated monthly charges of Rs.32500/- (Rupees thirty two thousand five hundred only) for the use of each vehicle subject to fulfillment of the conditions as stated here under and in the tender dated 02 March 2015.

You are requested to provide the 04 vehicles on monthly rent basis from 01 April 2015.

CATEGORY AND NO OF VEHICLES

04 Air conditioner white colour Swift Dzire 2014 onwards model vehicle or equal model of other makes. However, the demand may increase and decrease time to time it may depend upon the exact requirement of this office. The maximum running per month will be 2500 KM in 300 hours and 25 days per month for which this office shall not pay any charges except the fixed monthly charges @ Rs.32500/- pm for each vehicle and Rs.1180/- on daily basis if the vehicle is not used for more than 15 days plus service tax as applicable.

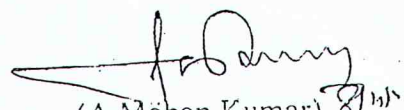
TERMS & CONDITIONS

1. The period of contract will be initially for one year (i.e 01 April 2015 to 31 March 2016) from the date of awarding the contract. However, the contract can be further extended with some addition/deletion/modification of rates on completion of satisfactory service at the discretion of the Tribunal/with the mutual consent of both the parties.

2. The agency shall not be allowed to transfer, assign, pledge or sub contract its service under any circumstances without written permission of the Tribunal.
3. The vehicle to be provided should be manufactured in the year 2014 and shall have clean seat covers/upholstery, good look white colour and should be in perfect running condition full filling the latest emissions norms of Delhi.
4. The vehicle should be registered with the concerned authority with all valid documents such as valid insurance, road tax payment etc. The drivers should possess valid license issued by appropriate authority, should be well mannered/disciplined and adequately educated so as to maintain logbook.
5. Vehicles to be provided maximum for 25 days in a month.
6. The maximum running in a month for the each vehicle shall be 2500 km for which this office shall not pay any charges except the consolidated monthly charges of Rs.32500/- inclusive fuel charges.
7. Department shall not be responsible for any damage to the vehicle in case of an accident or otherwise, theft of vehicle/parts and accessories therein. Similarly, department shall not be responsible for any third claims. This office also not responsible for any challan and disobeying of Traffic Rules caused by the driver.
8. Service tax, toll tax, parking charges shall be payable over and above the quoted charges but the service provider shall have to produce proof of payment of such taxes and charges.
9. Payment of monthly bill shall be made within one month of the presentation of the bill along with pre-receipt bill in duplicate.
10. The calculation of mileage shall be from the reporting point to the relieving point and will not be calculated on garage to garage basis.
11. The agency shall ensure that the odometer of car supplied is properly sealed and so that no tempering is done with a view to inflate distance traveled.
12. The authorized officer of this Tribunal may get surprised check of odometer of the car supplied from any workshop and cost thereof will be borne by the agency.
13. In case of any breakdown/non attending duty by the driver within the proper time the agency shall make arrangement for providing other vehicles. In such a case, mileage from garage to the point of breakdown will not be paid.
14. The driver should always remain with the vehicle during the entire period of duty. In case any urgency; the driver may seek permission of the concerned officer.

15. The driver should be well conversant with all traffic signals, roads and routes of Delhi and NCR.
16. The agency shall provide the names and address of the drivers and police verification reports along with copy of driving license with in one month of acceptance of offer.
17. The agency should have an adequate no of telephones for contract round the clock. The driver shall observe all etiquette and protocol while performing the duty and shall be neatly dressed, should wear proper uniform and **must carry mobile phone in working condition**, for which, no separate payment shall be made by this office.
18. A daily record/log book should be maintained indicating date, time and mileage for each vehicle run and it should be submitted as and when directed by the concerned officer.
19. Once a particular driver has been attached with a particular vehicle normally service provider should not change the driver in a casual manner unless and until directed to do so by this office.
20. The service provider has to deposit Rs.25000/- (Twenty five thousand only) in the name of Assistant Registrar, CESTAT, New Delhi as Security deposit which shall be valid for 15 months from the date execution of contract. In case of violation of conditions/deficiency of service the agency shall be paid further penalty of Rs.500/- per day for the period deficiency occurred and it would be deducted from the monthly bill.
21. In case of quality of service by your agency found wanting/inadequate, the Competent Authority may terminate the contract agreement after giving fifteen (15) days notice. In that case the decision of the competent authority is final and binding upon the service provider.
22. The service contract shall be valid for one year from the date of execution of contract. However, the competent authority may terminate the contract after giving fifteen days notice without assigning any reason thereof to the service provider.
23. If the vehicle is not used more than 15 days in a month due to leave of the officer who is using the vehicle or other wise, the payment will be make as per rates on day to day basis @ Rs.1180/- pd on the actual usage.
24. The agency should keep necessary tools kit always with the vehicle and updated pollution under control certificate with the vehicle.

The acceptance of contract may be communicated by way of signing the duplicate copy along with security deposit in the form of fixed deposit immediately.

  
(A. Mohan Kumar) 8/11/15  
Registrar