

CUSTOMS EXCISE & SERVICE TAX APPELLATE TRIBUNAL
SOUTH ZONAL BENCH, SHASTRI BHAWAN ANNEX,
1ST FLOOR, CHENNAI 600 006
Phone 044-28252306 Fax 044 28234293

Dated: 01.10.2019

TENDER NOTICE

Sealed Tenders are invited from reputed and established Taxi operators (hereinafter to Contractor/Service Provider/Agency as the case may be) situated in CHENNAI for hiring of the following vehicles only on monthly basis as well as daily basis on KM rate for the tender period as stated below for official use of **Customs Excise & Service Tax Appellate Tribunal, Shastri Bhavan Annexe Building, No 26 Haddows Road, Chennai-600006.**

a) Big size Sedan type vehicles like Skoda Octavia, Honda Civic, Volkswagen Passat, Tata Harrier etc and model not less than year 2019 – proof of owning of vehicle must be attached with the Tender Form

b) SUV like Toyota Innova/Crysta/MG Hector/Kia Seltos/Jeep Compass models not less than year 2019 - proof of owning of vehicle must be attached with the Tender Form.

1. The bidder should furnish an Earnest Money Deposit (E.M.D.) amount of Rs.2000/- (Rupees Two Thousand only) in the form of a Demand Draft in favour of **The Asst. Registrar, CESTAT, Chennai.** The E.M.D. of the unsuccessful bidders shall be returned without any interest while the E.M.D. of the successful bidder shall be returned without any interest on furnishing of the performance security to the department [as referred to at S.No.14 below].

2. The interested service providers with experience of at least 03 years and presently providing passenger transport service and fulfilling the Tender conditions may submit their tender specifically mentioning the rate to be charged on the monthly as well as daily basis separately in Financial Bid for the services intended to be availed as stated above in two sealed covers: one containing **Technical Bid**, and other containing **Financial Bid** (in figures and words) so as to reach the undersigned on or before **21/10/2019 at 11:00 AM.**

3. The sealed cover containing Technical Bid should be marked as Quotation – Technical Bid for hiring of vehicles: and the sealed cover containing Financial Bi marked as "Quotation – Financial Bid for hiring of vehicles" on the top of different sealed covers. Tender documents and declaration along with above two sealed covered containing the relevant bids and tender documents duly signed stamped should be submitted in a cover super scribing on the envelope as **`CESTAT – CHENNAI – VEHICLE HIRING TENDER – 2019'** and the same should be addressed to **ASSISTANT REGISTRAR, CESTAT/HOO, Customs Excise & Service Tax Appellate Tribunal (CESTAT), Shastri Bhavan Annexe, 1st Floor, No 26 Haddows Road, Chennai-600006.**

4. Technical Bid shall be opened on **21.10.2019 at 03 00 PM** on the same day fixed for submitting the Tender in the presence of bidders and Financial bid shall be opened on the same day of opening of the Technical Bid i.e. on **21.10.2019 at 04 00 PM** and parties whose Technical bid is acceptable, only their financial bids shall be opened and considered.

5. Tender documents comprise the following:-

- (a) Tender notice.
- (b) Important Instructions in Annexure I
- (c) General conditions of Contract (GCC) in Annexure II
- (d) Special Conditions of Contract (SCC) in Annexure III
- (e) Do's & Don'ts for Driver Annexure IV
- (f) Technical Bid Performa in Annexure V
- (g) Financial Bid Performa in Annexure VI
- (h) Declaration in Annexure VII

This tender Notice with relevant annexure is available in Tribunal's **website** **cestatnew.gov.in**

6. **CATEGORY AND NUMBER OF VEHICLES REQUIRED:**

Number of vehicle proposed to be hired at present for a period of one year in terms of this Tender Notice is (02) **TWO** number (& likely to be increased) of Air conditioned Petrol Honda Civic/Innova/Skoda Octavia/Kia Seltos/Volkswagen Passat/Tata Harrier/Jeep Compass etc. or similar models not earlier than 2019 and not run more than 10,000 KM (model of 2019 onwards) to be used for official purpose for **30/31 days**, in a month subject to usage of **300 hours**& maximum of **2500 KMS** in such month.

7. Agencies/Taxi Operators/Contractors, who are black listed and issued notice against violation of terms of contract on previous occasion are not eligible to tender.



(Manas Kumar Sinha)
Assistant Registrar/HOO
CESTAT Chennai

Copy to:
Notice Board/Website

IMPORTANT INSTRUCTIONS

1. Tender Notice, Important Instructions general conditions of contract, special conditions of contract, Technical Bid and Financial Bid Performa as well as declaration form an integral part of the tender documents.
2. All pages of the tender notice and annexure thereto shall be signed duly stamped by the tenderer or his authorised person under proper authority and letter of authority attached to the tender submitted, otherwise the tender documents shall be rejected. The financial Bid should be both in figures and words.
3. The contractor/service provider shall not be allowed to transfer, assign, pledge or sub-contract the service covered by this tender under any circumstances without prior written permission of the HOO.
4. The period of contract will be initially for one year from the date of awarding of the HOO of the Tribunal, it may be extended for a further period on satisfactory completion of Tender period on mutually agreed terms and condition.
5. The interested agencies/Taxi operators can submit the tender/quotation complete in all respect with the required document called for.
6. The price quoted in the Financial Bid (both in figures and words shall remain in force for a period of one year from the date of accepting the Tender.
7. Tenderer should have gross receipt of Rs.5,00,000/- (Rupees Five lakhs only) or above from Taxi operation activity in the immediately preceding 3 (three) financial years and Copies of service tax returns attached to Technical Bid.



(Manas Kumar Sinha)
Assistant Registrar/HOO

GENERAL CONDITIONS OF CONTRACT (GCC)

1. The Technical Bids will be opened first on the scheduled date and evaluated. Those bidders who fulfil the requirement of Technical Bid, their Financial Bids only will be opened on **21/10/2019 at 04 00 p.m.** of the same day of opening of the Technical Bid.
2. The Tenderer should supply only Skoda Octavia/Honda Civic/Toyota Innova/Jeep Compass/Kia Seltos/MG Crysta .They should quote the rate for each vehicle separately & the model should not be earlier than 2019. All the vehicles must have valid taxi permit to run in the city of Chennai.
3. The bidder should have a registered and well established Taxi Agency/firm having sufficient number of latest models of taxi cars for hiring. Vehicle to be provided to the Tribunal should not in any case be more than one year old. List of vehicles along with registration numbers of the required type of model year 2018 and later owned by the bidder must be attached.
4. The vehicle should be registered with concerned authorities of Central/State Govt. as "TN". A certificate to this effect should be attached to the Technical Bid.
5. The contractor /service provider should be an income tax assessee and registered as Service provider with jurisdictional Central Excise Commissionerate, Department of labour (State Government), Employees Provident Fund Organization (Ministry of Labour, Govt. of India) Employees State Insurance Corporation EST Act, 1948) and other applicable Law.
6. The Contractor will comply with all the Laws, Rules, Regulations and statutory obligations cast on him as per the Central / State Government / Municipality / Local Bodies relating to his engagement as service provider in terms of this Tender
7. CNG fitted vehicle is not permitted. If the vehicle deployed by the contractor is found with such connection, the contract shall be terminated without any notice and the contractor shall be terminated without any notice and the contractor shall face other consequence of law.
8. A daily record indicating time and mileage covered by each vehicle shall be maintained in a log book.
9. The agency shall ensure that the odometer of car supplied is properly sealed so that no tampering is done with a view to inflate the distance travelled.
10. Contract charges include monthly charges of driver, repair and maintenance of vehicle petrol/ diesel oil and also any other incidental charges etc.
11. The vehicle will be kept neat and clean and in perfect running condition & should be provided with air conditioner, heaters neat and clean seat covers with white Towels and curtains.
12. Competent authority has prerogative to choose any one rate slab or a combination or rate slab in case of vehicle being hired on daily hiring charges basis.
13. The Contractor should specifically note that its engagement of service provider under this contract does not in any way confer any right on him or the persons that may be deployed by him in this office, for claiming any regular employment in this

office or any other Government Office. The Service provider should also obtain a written undertaking from the persons deployed by him to the effect that they are fully aware that their deployment does not confer any right on them for claiming any regular employment in the Tribunal or any other Government Office. Respective undertaking has to be submitted to the Tribunal at the time of signing of Contract.

14. The service provider has to deposit 25% of monthly charges with the Tribunal on the date of award of the contract towards security deposit. The said deposit shall be interest free.

15. The order for providing taxies on monthly basis may be given to the agency which has quoted the lowest rates while meeting all the terms & conditions given in the tender documents. However, to safeguard against failure by this agency to provide desired number of vehicles/ services, the HOO may empanel next lowest bidder who are ready to provide service as per same terms & conditions.

16. In the event of the award of the tender and prior to execution of Registration Certificate of the vehicles and comprehensive Insurance Policies of such vehicle being offered for hire and particulars with photograph of the drivers dedicated to each vehicle. He shall also be required to produce the vehicles in the office of the undersigned for physical verification/ inspection on the date of opening of the Technical Bid and as and when the Undersigned or an Officer Authorised by him requires inspection.

17. During the contract period, if it comes to the knowledge of the Tribunal that the vehicle out hired to Tribunal is changed without any valid reason or whatsoever and any vehicle replaced other than diesel / petrol vehicle the contract shall be terminated without any notice.

18. A penalty of Rs. 2000 per day per vehicle may be levied of any vehicle failing to meet the terms and condition prescribed herein on any day. However, in case of frequent violation of the terms & conditions the contract shall be cancelled forthwith without any notice.

19. The agency should always keep necessary tools kit, updated "Pollution under Control Certificate", "Registration Certificate", "Insurance-related documents" of the vehicle" in the vehicle.

20. Payment of monthly bill after deducting income tax and any other applicable tax at source under law shall be made within one week or as intimated in writing / orally, of presentation of the pre-receipt bill along with log book, of the preceding month.

21. The service contract shall be valid for the entire period of contract from the date of execution of contract. However, the Competent Authority in exigencies may terminate the contract after giving 30 days' notice without assigning any reason thereof to the service provider.

22. The driver employed by the tenderer/ service provider / contractor should have valid driving license of not less than 5 years.

23. Contractor shall be solely responsible for payment of wages/salaries, other benefits, allowances payable to his Drivers deployed by him and all other statutory / other dues payable as per Central / State Government / Local Authority and other Laws of order of the Government as applicable

24. The drivers of the vehicle hired out must have thorough knowledge of traffic rules and other regulations prescribed by the Government from time to time with the knowledge of Spoken Hindi.

25. The Tribunal 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, Tribunal shall not be responsible for any third party claims. Tribunal shall also not be responsible for any liability incurred by the Agency/ service provider/ contractor on any count including disobeying of Traffic rules caused by his drivers or violation of any legislative provisions by the contractor or his drivers.

26. In case of any accident, all the claims arising out of it shall be met by the contractor.

27. Contractor shall be solely responsible for any/all disputes between him and the personnel deployed by him. The Tribunal will not entertain any such dispute and there should be no claim or liability against the Tribunal. The Contractor will keep the Tribunal indemnified against all actions.

28. If the vehicle is out of order, the contractor shall provide a substitute vehicle immediately. In case vehicle does not report on time/ does not report at all, the department would have right to hire a vehicle from the market at the cost of the contractor/service provider.

29. The driver shall observe all etiquette and protocol while performing the duty (see Annexure IV). He shall be neatly dressed, should wear white color uniform and shall carry a mobile phone in working condition without any cost for the same payable by the Tribunal.

30. The agency/contractor service provider shall provide the names and address of the drivers with their contract number and police verification report along with the copy of driving license at the time of award of contract to him.

31. Once a particular driver has been attached with a particular vehicle normally service provider should not change the driver in causal manner unless and until he is specifically directed to do so by the HOO of the Tribunal.

32. The agency and driver shall carry out the instructions of the Competent Authority as well as of the officers using the vehicle.

33. The residential address of the driver should preferably be in and around to the Tribunal. Preference should be given to those drivers who are residing within 5. Km radius of the Tribunal subject to fulfilling of requisite terms & condition

34. The contract between the Department and the Agency can be cancelled serving notice of 30 days by either side.

35. In case of any dispute of any kind and in any respect whatsoever, the decision of HOO of the Tribunal shall be final and binding.

36. If the vehicle is not used for more than 15 days in a month due to leave of the officer who is using the vehicle or otherwise, the payment will be made as per rates on day to basis on the actual usage.

37. During a month due to leave/tour of the Officer concerned, if the vehicle is not used by him, during such period, if required, the driver concerned along with the vehicle shall report to AR/HOO so as to get the full contractual amount. If the same is

not done only day-to-day rate shall be payable for the month, for which the officer used the vehicle.

38. When the officer is on leave, the driver should report the office at 10 a.m and not leave the office without the permission from vehicle in charge.

39. The Competent authority of this Tribunal reserves right to accept or reject any or all the tenders without assigning any reason. The contractor shall be full responsible for any loss to the vehicle or occupant and shall be liable to pay full compensation for any injury or any other loss to the passengers/other road users as per existing provisions of laws in force.

40. The bidders must submit an undertaking that neither he nor his firm has been blacklisted by any organisation/govt. department for any reason as on date of submission of the bid.

41. The vehicle shall be provided for the exclusive use of this officer and shall not be used by the contracted agency for any other purpose.

42. Upon successful bidding by the Tenderer, the monthly contract amount or day-to-day rates shall only be paid, as the case may be. Under any circumstances, no additional amount in excess of the contractual amount shall be made by this officer for the excess journey performed.

43. The calculation of mileage shall be from the reporting point to the relieving point and will not be calculated on garage to garage basis.




(Manas Kumar Sinha)
Assistant Registrar /HOO
CESTAT Chennai

SPECIAL CONDITIONS OF CONTRACT (SCC)

The tenderer should fulfil the following special conditions and attach documentary evidence otherwise their technical bid will not be considered:-

1. The registered office of the company/firm/agency should be located in CHENNAI (attach certificate of such location).
2. The agency should be registered with the appropriate Registering Authority (attach copy of the registration certificates).
3. The agency should have at least 5 (five) years' experience in providing taxis not less than 10 (ten) taxis on monthly basis to Corporate Sector, public Sector Companies/Bank and Govt. Department etc. (attach proof).
4. The agency should have been registered with income tax Department, Service Tax Authority, labour Department, PF Authority, ESI Authority and TN/Delhi State Government in respect of Taxi operation activity carried out as well as other authorities as may be required in terms of Tender documents (attach proof).
5. The agency/firm should have sufficient number of vehicles of 2018 make or afterwards (Skoda Octavia/Honda Civic/Toyota Innova/Kia Seltos/Jeep Compass/MG Hector) models on their roll. Copy of registration certificate of the vehicles proposed to be hired out to be attached to the Technical Bid.
6. The drivers should have valid license issued by the RTO Chennai/TN and should be at least 5 (five) years old and well experienced.
7. Total No of vehicles owned by the Agency with models and numbers to be attached to technical Bid.
8. The Cars should be fully upholstered and provided with all other necessary comforts and facilities. Interior of the vehicle should be in good condition otherwise 15% of rate/day/taxi may be deducted from the bill.

Name & Signature of Tenderer/Authorised
Person with seal


(Manas Kumar Sinha)
Assistant Registrar /HOO
CESTAT Chennai

Place:

Date :

ETIQUETTE TO BE STRICTLY FOLLOWED BY DRIVER

(DO'S AND DON'TS FOR DRIVER)

1. Driver must wear the prescribed uniform and must be neatly dressed.
2. He must be punctual and must report for duty on time as instructed by the Hon'ble Member concerned or his SPS/HOO; he must salute the Hon'ble Member with reverence both at the time of reporting to duty and at the time of bidding farewell every day.
3. He must always be courteous, polite and well-maintained to the Hon'ble Member concerned; he must also behave decently in any interaction with the personal staff of the Hon'ble Member; there shall be no smoking of cigarette, biri or similar things or chewing of bubble-gum, pan masala or similar things or doing of any other act in any manner offensive to the passenger by the driver.
4. He must usher the Hon'ble Member into the car before occupying the driver's seat for a trip; at the end of the trip, he must open the door for the Hon'ble Member to get down.
5. It shall be the routine duty of the driver to collect the Hon'ble Member's personal belongings or official articles like bags, tiffin, files, books etc., from his residence before start of the day's trip and to deliver such goods back at the residence at the end of the day's trip.
6. Driver must keep his mobile phone switched off while driving.
7. Driver must not also unnecessarily converse with the Hon'ble Member while driving.
8. He must always have his driving licence with him and must strictly observe the rule of the road.
9. He shall not drive the car negligently or rashly and also shall not scuffle with other users of the road causing discomfiture for the Hon'ble Member (passenger).
10. He shall always maintain the car in clean and tidy condition.



(Manas Kumar Sinha)
Assistant Registrar /HOO
CESTAT Chennai

TECHNICAL BID

S.No	Requirements	Give details and proof
1	Name and postal address, telephone number (both landline & mobile phones) and e-mail of the Tenderer/ Contractor/Service Provider/Firm/ Company /Agency with PIN Code.	
2	Name address of the Partner/Directors	
3	Complete Registered address & Telephone No/Fax No.	
4	Designation and postal address of the Registering Authority with whom the Tenderer/Contractor/ Service provider/ Agency/ Firm is Registered (attach copy of registration certificates)	
5	Location of Garage	
6	Total No of vehicles owned/controlled by the Agency/Firm	
7	Total No of Drivers with the Agency/Firm	
8	No of years of experiences (not less than 3 years in providing taxies to Govt. Sector/PSU/Pvt Company (details credentials should be mentioned).	
9	Name of Public Sector/Govt. Organization to whom similar services have been provided by the agency/firm during last 3 years (please attach the work order/service certificate from Govt. Office/Public Sector.	
10	PAN No., other registration number	
11	Service Tax Reg. No (copy to be enclosed).	
12	Copy of Income Tax clearance certificate (IITC) to be attached.	
13	Registration Numbers of the vehicles proposed by Tenderer to be hired out and made thereof and whether petrol or diesel car.	
14	List of documents/proof attached as per tender conditions.	

DECLARATION

I _____ s/o _____ residing at _____

_____ do hereby declare that information and particulars furnished above are true and correct and based on the record to the best of my knowledge and belief and Tribunal may conduct verification of the same at any time and if the above information or particulars are found to be false or untrue, the contract awarded to me in terms of this Tender Notice by the Tribunal shall be cancelled or terminated without notice and without prejudice to the rights of the Tribunal to other consequences of laws.

Place:
Date :

Name & Signature of Tenderer/authorised
Person with seal

FINANCIAL BID**PART A'**

Break up of service	Name of Vehicle
Rates (per 2500 kms)	Honda Civic/Skoda Octavia/MG Hectar/Jeep Compass/Kia Seltos etc. of SEDAN Type and SUV Vehicles of 2019 models
Working hours : 300 hours	
Rate Per month:	
Rates for additional hours beyond 10 hours	
Rate for additional kms Beyond 2500 kms	

(DAY TO DAY RATES)

Break up of service	Name of Vehicle
Rates (per 80 kms), Working hours 10 hours a day	Honda Civic/Skoda Octavia/MG Hectar/Jeep Compass/Kia Seltos etc. of SEDAN Type and SUV Vehicles of 2019 models
Rates for additional hours beyond 10 hours	
Rates for additional hours beyond 10 hours	
Rates for additional kms beyond 80 kms	

Place:
Date :

Name & Signature of Tenderer/authorised
Person with seal

DECLARATION

I _____ s/o _____
the _____ residence _____ of _____
_____ undersigned
signatory of the agency is competent to sign this designation and executive this tender
documents.

2. I have carefully read and understood all the terms and conditions of the tender
and undertake to abide by them. In the event of violation of any of the conditions of
the tender, the authority shall be liberty to forfeit the security deposited by me against
award of the contract.

3. The information/copies of documents furnished along with the above application
are true and correct and authentic to the best of my knowledge and belief and based
on record. If the information or particulars or documents attached to the response to
the Tender by me are found to be false, untrue, fabricated or forged, the contract shall
be liable to be terminated without notice and without to the rights of competent
authority/Tribunal to other consequences of law.

4. I/We are all aware of the facts that furnishing of any false information/fabricated
documents would lead to rejection of my tender at any besides forfeiting of earnest
money deposited by me.

Place:	Signature of authorised person
	Full Name:
Date:	Seal