

**F.No.27/1/Hiring Car/2018-19/CT
CUSTOMS EXCISE & SERVICE TAX APPELLATE TRIBUNAL, WEST BLOCK NO.2,
R.K. PURAM, NEW DELHI-66**

Dated: 14/11/2019

TENDER NOTICE

Sealed tenders are invited from reputed and established Taxi operators (hereinafter referred to contractor/service provider/Agency as the case may be) situated in Delhi/NCR for hiring of new (not more than one year old) Taxi of the make, description and type described below on monthly as well as on daily basis on consolidated KM rate for the stated tender period for official use of Customs, Excise & Service Tax Appellate Tribunal, West Block No.2, R.K. Puram, New Delhi-110066.

2. The interested service providers with experience of at least 03 (three) 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 the other containing Financial Bid (in figures and words) so as to reach the undersigned on or before **28/11/2019 at 4.00 PM.**

3. The sealed envelopes containing Technical Bid should be marked as "Quotation - Technical Bid for hiring of vehicles" and the sealed envelope containing Financial Bid marked as "Quotation - Financial Bid for hiring of vehicles" Tender documents and declaration along with the above two sealed envelopes containing the concerned bids duly signed and stamped should be submitted in A4 size envelope super scribing on it as "VEHICLE HIRING TENDER - 2019".

4. Technical Bid will be opened on **28/11/2019 (Thursday) at 4.00 PM** being the last date fixed for submitting the Tender in the presence of the tenderers and **Financial Bid** shall be opened on next working day of opening of the Technical Bid i.e. on **29/11/2019 (Friday) at 4.00 PM** and parties who qualifies the Technical Bid and are accepted only will have their Financial Bids opened and considered. The financial bids shall be within the ceiling amount prescribed by the government. The tender documents may be downloaded from CESTAT website viz. www.cestatnew.gov.in.

5. Tender document shall contain the following:

1. Tender Notice
2. Important Instructions in Annexure – I
3. General Conditions of Contract (GCC) in Annexure -2.
4. Special Conditions of Contract (SCC) in Annexure- 3.
5. Do'S & Don't for Driver Annexure -4.
6. Technical bid performa in Annexure -5.
7. Financial bid Performa in Annexure -6.
8. Declaration in Annexure-7

This tender notice with relevant annexure is also available on Tribunal's website www.cestatnew.gov.in

6. CATEGORY AND NUMBER OF VEHICLES REQUIRED.


Number of vehicles proposed to be hired at present for a period of one year in terms of this Tender Notice is up to 01 (One) of Air conditioned Petrol/Diesel Toyota Corolla Altis/Skoda Superb for President white colour of 2018 make for 30/31 days in a month.

7. Agencies/Taxi operators/contractors who were black listed and issued notice against violation of terms of contract on previous occasions are not eligible to participate.


(Mohinder Singh)
Deputy Registrar

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 document.
2. All pages of the tender notice and annexure thereto shall be signed and stamped by the tenderer or his authorized 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 circumstance without prior written permission of the Competent Authority/Tribunal.
4. The period of contract will be initially for one year from the date of awarding of the contract. However, after the expiry of the contract till fresh Tender is invited, at the discretion of the Competent Authority of the Tribunal, the existing contract may be extended to such period at the discretion of the office on satisfactory completion of Tender period on the same existing terms and conditions.
5. The interested agencies/Taxi operators may submit the tender/quotation complete in all respects with the required documents.
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.20 (twenty) lakhs or above from Taxi operation activity in the immediately preceding 3 (three) financial years and Copies of service tax/GST returns may be attached to the Technical Bid.


(Mohinder Singh)
Deputy Registrar

GENERAL CONDITIONS OF CONTRACT (GCC)

1. The Technical Bids will be opened first on the scheduled date and evaluated. Those bidders who fulfill the requirement of Technical Bid, their Financial Bids only will be opened on 28.11.2019. at 4.00 PM.
2. The make of the vehicles proposed to be hired out should be specified for each vehicle separately and the model should not be earlier than 2018. All the vehicles must have valid taxi permit to run in the territory of NCR.
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 2019 and later owned by the bidder must be attached.
4. The vehicle should be registered with concerned authorities of Central/State Govt. A certificate to this effect should be attached to the Technical Bid.
5. The bidder should be an income tax assessee and registered as Service provider with jurisdictional GST Commissionerate, Department of Labour (State Government), Employees Provident Fund Organization (Ministry of Labour, Govt. Of India Employees State Insurance Corporation ESI Act, 1948) and other applicable Law.
6. The bidder shall 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 face other consequence of law.
8. A daily record indicating time and mileage covered by each vehicle shall be maintained in a log book. It is the sole responsibility of the service provider and the driver to maintain update log book with timely entries. The log book shall be made available for verification as and when required and copies shall be submitted alongwith monthly bill.
9. The agency shall ensure that the odometer of car supplied is properly sealed so that no tempering is done with a view to inflate distance traveled.
10. Contract charges include monthly charges of driver, repair service and maintenance of vehicle, petrol/diesel oil and also any other incidental charges etc.

11. The vehicle shall be kept neat and clean and in perfect running condition and should be provided with air conditioner, heaters, neat and clean seat covers and curtains.
12. Competent Authority has the liberty 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 bidder should specifically note that his engagement under this contract does not in any way confer any right on him or the persons that may be employed 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 successful bidder will have to deposit a security deposit of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of fixed deposit receipt (FDR)/Bank Guaranty in the name of the Assistant Registrar, CESTAT, New Delhi. The said deposit shall be valid for 14 months. Any outstanding claim with the office and non payment of drivers though employed by the contractor will be the security deposit forfeited.
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 and condition given in the tender documents. However, to safeguard against failure by this agency to provide desired number of vehicles/services, the Competent Authority may empanel next lowest bidder who are ready to provide service as per the same terms and conditions.
16. In the event of the award of the tender and prior to execution of the contract, the bidder shall be required to submit copies of the 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 authorized by him requires inspection.
17. During the contract period if it comes to the knowledge of the Tribunal that the vehicle hired out to Tribunal is changed without any valid reason or what so ever and any vehicle replaced other than petrol/diesel vehicle the contract shall be terminated without any notice.
18. A penalty of upto Rs.2000/- per day per vehicle may be levied of any vehicle failing to meet the terms and conditions or for failure to provide the service. However, in case of frequent violation of the terms & conditions, the contract shall be cancelled forthwith without any notice alongwith levying of the penalty as stated above.

19. The agency should always keep necessary tools kit, updated "Pollution under Control Certificate", registration certificate, insurance of the vehicle in the vehicle.
20. Payment of monthly bill deducting income tax and any other applicable tax at source under law shall be made within one month of presentation of the pre-receipt bill along with log book.
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 15 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 or Order of the Government as applicable to personnel deployed. Tribunal shall have no liability whatsoever in this regard.
 - 23(a). The wages/salary of the driver(s) engaged shall not be less than the Minimum wages prescribed or notified by the Central/State Govt. the wages shall be paid by cheque or direct credit and proof thereof on attached with the bill.
 - 23(b). The wages/salary due to the drivers shall be paid by the contractor on or before every 5th day of the subsequent months regardless of the date of the realization of bill amount of the particular months, failing which penal action under the relevant labour laws will be recommended against the contractor.
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. They shall be polite humble, obedient, neatly dressed, will behaved, punctual and having good knowledge of the city roads
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. The driver shall be well mannered and shall observe all etiquette as are required (see Annexure-4 hereto) while on duty. He shall be neatly dressed, should wear white color uniform and shall carry a own mobile phone in good working condition.
30. The agency/contractor/service provider shall provide the names and address of the drivers with their contact 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 direction to do so by 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. Any disobedience or behaving in a discourteous manner with any officers of CESTAT will entail penal proceeding against the driver.
33. The residence of the drivers should be nearer to the Tribunal. Preference should be given to those drivers who are residing within 5 k.m. radius of the Tribunal subject to fulfilling of other terms and condition.
34. The contract between the Department and the Agency can be cancelled by the Department serving notice of 30 days. The Agency can terminate the contract by giving a notice of 90 days.
35. In case of any dispute of any kind and in any respect whatsoever, the decision of Competent Authority of this Tribunal shall be final and binding.
36. 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 made as per rates on day to day basis on the actual usage.
37. The Competent Authority of this Tribunal reserves right to accept or reject any or all the tenders without assigning any reason.
38. The contractor shall be fully 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 user as per existing provisions of laws in force.

39. The bidder must submit an undertaking that neither he nor his firm has been blacklisted by any organization/govt. department for any reason as on the date of submission of the bid.
40. The vehicle shall be provided for the exclusive use of this office and shall not be used by the contracted agency for any other purpose.
41. When the officer is on leave, the driver should report to the office at 10 AM and not leave the office without permission from vehicle in charge.
42. "ON GOVERNMENT OF INDIA DUTY" (printed in black & white) shall be displayed conspicuously on the windscreen of the car; there should be a similar display at the back of the car also; in addition to these, a name plate (MEMBER CESTAT) with the alphabets (which should be cast in bronze/steel with lustrous finish) mounted on a rectangular plate of suitable material shall be displayed on the bumper in front of the car (this name plate will be supplied by this office).
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.
44. The tenderer is required to enter into an agreement on non-judicial stamp paper of Rs.100/- and the cost of stamp paper is to be borne by the tenderer.



(Mohinder Singh)
Deputy Registrar

Copy to: Notice Board/Website

SPECIAL CONDITIONS OF CONTRACT (SCC)

The tenderer should fulfill 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 Delhi/NCR (attached 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 Government Department etc. (attach proof).
4. The agency should have been registered with income tax department, service tax or GST authority, Labour department, PF authority, ESI authority and 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 afterward one Toyota Corolla Altis/Skoda superb model 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 driving license issued by the RTO and should be at least 5 (five) years old and well experienced.
7. Total number 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.


(Mohinder Singh)
Deputy Registrar

Name & Signature of Tenderer/Authorized
Person with seal

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 Member concerned or his SPS; he must salute the 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-mannered to the Member concerned; he must also behave decently in any interaction with the personal staff of the Member; there shall be no smoking of cigarette, biri or similar things or chewing of bubblegum, pan masala or similar things or doing of any other act in any manner offensive to the passenger by the driver. Violation of any of these conditions will entrain with police complains lodged against him.
4. He must usher the 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 Member to get down.
5. It shall be the routine duty of the driver to collect the 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 in silent mode while driving. No telling over mobile phone while driving is allowed
7. He must not also unnecessarily converse with the Member while driving.
8. He must always have his driving licence with him and must strictly observe the rule of the traffic.
9. He shall not drive the car negligently or rashly and also shall not scuffle with other users of the road causing discomfiture to the Member (passenger).
10. He shall always maintain the car in clean and tidy condition.
11. He must be mentally fit and take any instruction without hesitation from the Members.


(Mohinder Singh)
Deputy Registrar

TECHNICAL BID

S.No	Requirements	Give details and proof
01.	Name and postal address, telephone number (both land line and mobile phones) and e-mail of the Tenderer/Contractor/Service Provider/Firm/Company/Agency with Pin Code.	
02.	Name address of the Partners/Directors	
03.	Complete Registered Address & Telephone No/Fax No	
04.	Designation and postal address of the Registering Authority with whom the Tenderer/contractor/Service Provider/Agency/firm is Registered (attach copy of registration certificates)	
05.	Location of Garage	
06.	Total No of vehicles owned/controlled by the Agency/Firm	
07.	Total No of Drivers with the Agency/firm	
08.	No of years of experiences (not less than 5 years in providing taxies to Government Sector/PSU/Pvt Company (details credentials should be mentioned).	
09.	Name of Public Sector/Government 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 numbers	
11.	Service Tax Reg. No/ GST (copy to be enclosed)	

S.No	Requirements	Give details and proof
12.	Copy of Income Tax Form 26As 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 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 law.

Name & Signature of Tenderer/Authorized person with seal

Place: _____

Date: _____

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ANNEXURE -6
FINANCIAL BID

PART -A

MONTHLY RATES INCLUDING GST

Break-up of service	AC Vehicle
Rates (per 2500 kms), Working hours: 400 hours Per month	One Toyota Corolla/Skoda Superb 2018 onwards
Rates for additional hours beyond 400 hours	
Rates for additional kms beyond 2500 kms	

(DAY TO DAY RATES)

PART -B

Break-up of service	Vehicle AC
Rates (per 80 kms), working hours 12 hours a day	One Toyota Corolla/Skoda Superb 2018 onwards
Rates for additional hours beyond 12` hours	
Rates for additional kms beyond 80 kms	

Name & Signature of Tenderer/Authorized
Person with seal

Place: _____
Dated: _____

DECLARATION

I _____ S/o _____ the residence
of _____ undersigned signatory of the agency
is competent to sign this declaration and execute this tender document.

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 at 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 prejudice to the rights of competent Authority/Tribunal to other consequences of law.

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

Signature of authorized person

Full Name:

Seal

Place: _____

Date: _____