



Government of India, Ministry of Finance, Department of Revenue
Office of the Commissioner of Central Goods & Service Tax,
Nashik Commissionerate
Plot No. 155, Sector-P-34, NH, Jaistha&Vaishak, CIDCO, Nashik-422008
Phone No. 0253-2377759; Fax No. 0253-2398222 Email: admnnsk2@gmail.com

TENDER DOCUMENT

E-Tender/Bids are invited from reputed Service Providers engaged in Tour & Travels Agencies for Hiring of Vehicles on monthly basis for using as Operational Vehicles for Office of the Commissioner of GST and Central Excise, Plot No. 155, Sector-P-34, NH, Jaistha & Vaishak, CIDCO, Nashik-422008 for a period of **12** Months i.e. from **01.04.2022** to **31 .03. 2023**.

INDEX

Sl. No.	Particulars	Page No.
1.	Tender Notice	1-3
2.	Terms & Conditions – Annexure I	4-13
3.	Technical Bid – Annexure A	14
4.	Financial Bid -Annexure-B	15
5.	Affidavit regarding non- blacklisting or non- convicting by any court of law Annexure-C	16
6.	Proforma of Bank Guarantee for performance security Annexure- D	17-18
7.	Contract Agreement Annexure-E	19-22
8.	Instructions for online bid submission- Annexure-F	23-25

(Signature of bidder)

ANNEXURE –I

TERMS AND CONDITIONS

I.Tender Process and submission of tender documents:-

1. The bid / tender will consist of two parts – The E-tender/ bid documents for “Technical Bid” in the proforma prescribed in Annexure – A and for the “Financial Bid” in the proforma prescribed in Annexure – B shall be completed in all aspects and are to be uploaded/ submitted online in the Government of India, Central Public Procurement Ports (e-procurement) website as “TENDER FOR HIRING OF VEHICLES”.
2. The tenders must sign and stamp each page of the tender document as a token of having read and understood the terms and conditions contained therein.
3. The tenders/ quotations received unsigned/ incomplete shall be summarily rejected. The financial bids of those bidders who have qualified in the technical bid only shall be opened and taken for consideration. The Financial Bid of the bidders who do not qualify in technical bid will not be considered and opened.
4. All information sought under Terms and Conditions and other information is to be given in Technical Bid while the price quoted by them will be mentioned only in the Financial Bid.
5. The tender documents must be uploaded/ submitted online before 14:00 **Hrs** on or before **23/03/2022**. The documents received incomplete and / or filed after the due date & time shall not be accepted. The Tender shall be opened on 24.03.2022 at 15:00 Hrs.
6. The financial bids of only those parties whose Technical Bids are found to be eligible will be opened and considered.
7. 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 Honorable Commissioner of GST and Central Excise, Nashik will be final and binding.
8. If satisfactory services provided by the vendor extension of One Year will be granted.

II. Terms and Conditions:-

1. The Bidder should be able to provide the vehicle as requisitioned. Type and number of Vehicle are:-

S. No	Category of vehicle	Number	Number of days vehicle is to be provided per month	Maximum distance in Kilometres per month	Cost Ceiling per month (inRs.)	Remarks
1	Staff Car Toyota InnovaCrysta (A-3 Segment) (Mid-Size Car)	01 Vehicle (with Driver)	At an average of 30/31 days a month, including Saturday, Sundays, and other public holidays.	2500 km	50,000/-	1. White, silver or grey colour will only be preferred. 2. In an event of equal price being quoted for different models, models with higher and superior specifications will be preferred.
2	Mid Sized/SUV Vehicles (Operational Vehicles) Toyota InnovaCrysta / Mahindra Marazzo or its equivalent (B-2 Segment)	05 Vehicles (with Driver)	To be used for any of 25/26 days of month, including Saturday, Sundays, and other public holidays.	2000 km	50,000/-	1. White, silver or grey colour will only be preferred. 2. In an event of equal price being quoted for different models, models with higher and superior specifications will be preferred
3	Small sized Vehicles (Operational Vehicles) Maruti Suzuki Ertiga or similar segment vehicle. (A-2 Segment)	02 Vehicles (with Driver)	To be used for any of 25/26 days of month, including Saturday, Sundays, and other public holidays.	2000 km	40,000/-	1. White, silver or grey colour will only be preferred. 2. In an event of equal price being quoted for different models, models with higher and superior specifications will be preferred.

2. The contract for the vehicle shall be valid for a period of **12** Months with effect from **01/04/2022**, subject to clause/(s) of terms & conditions.

3. Vehicles should not be more than 3 years old on the date of opening of tender all the vehicle must be in tip top and good working condition.

4. The Service Provider preferably be based in Nashik for operational conveniences.

5. Vehicle should be kept in perfect running condition with shining body and good upholstery. The vehicle is to be fitted with appropriate seat belts and safety air bags. The vehicle should be always kept in a neat and clean condition.

6. The vehicle to be hired should conform to the relevant Motor Vehicle Act/ Rules and be in perfect running/ mechanical condition. The vehicle should be registered with Maharashtra Registration numbers only.

7. The vendor must provide at least two sets of white seat covers, towels and napkins for each vehicle. It should be changed every week. There should be an air spray in every vehicle. The items mentioned shall be made available at the cost of the owner of the agency/ firm.

8. The driver should be having valid driving license and clean driving record, with a minimum of five (5) years of experience. Their antecedents should be duly verified by Police authorities, at the instance of the Service Provider. If Service Provider changes the driver/drivers, he must intimate to this office before one (01) month with a genuine reason. And also Service Provider must submit the relevant documents of the new driver before five to ten days. Any deviation will invite penal action as decided by the Department Authorities. The payment of the drivers should be made in time i.e. between 01st to 10th of every month through online mode only, so no complaint should arise regarding the payment.

9. The driver of the vehicle provided must follow traffic rules and all other regulations prescribed by the Government from time-to-time. In case of issue of any challan for whatsoever reason by the Police/ Traffic Police, Service Provider shall be liable to pay the fine imposed, and bear other consequences.

10. Driver must wear white shirt, white trouser, driving cap and black shoes. Driver should observe cleanliness and all the etiquette and protocol while performing the duty. The driver must carry a mobile phone in working condition, for which, no separate payment shall be made by this Office. The driver deployed shall not use the mobile phone while driving the vehicle.

11. The driver should be well conversant with roads and routes of Nashik and suburbs. The operation and functions of the driver shall be governed as per the Motor Vehicle Act and Rules.

12. The vehicle should display at a conspicuous place the following: “in case of irresponsible/ rash driving or exceeding speed limit prescribed on a particular stretch of road, you may complain to the owner of the vehicle (name of the owner, Telephone and Mobile No. should be displayed).” All such complaints should be probed into by the owner of the vehicle and action taken against the erring Driver, if found guilty, under intimation to the Department.

13. All the vehicles under contract with GST Commissionerate will be exclusively used by Officers and Staff of GST office only. No private use of the vehicle other than by the staff of GST is permitted at any time of the contract. All vehicles under contract will be at the service of GST office round the clock for 24 hours, 7 days a week and 365 days a year (i.e. entire contract period).After office hours and during holiday service provider cannot use vehicle other than for official purpose only. All drivers should keep their vehicles at Headquarter premises only.

14. An affidavit in prescribed Proforma i.e. Annexure- C regarding non- blacklisting or non-convicting by any court of law is to be duly submitted in respect of each vehicle separately.

15. Extra kilometer charges after restricted kilometer for each vehicle is provided at the rate of Rs.11.00/ Km.

16. Earnest Money Deposit (EMD)/ Performance Security Deposit

i) 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 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.

ii) The rates quoted should be exclusive of GST. All taxes, fees, levies, Insurance Charges etc. other than GST would be borne by the Service Provider.

iii) The service provider shall make refundable Earnest Money Deposit/Bid Security of Rs. 30,000/- (Rupees Thirty Thousand only) in the form of Demand Draft from any Nationalized Bank / Scheduled Bank drawn in favour of “PAY AND ACCOUNTS OFFICER, GST & CENTRAL EXCISE, NASHIK.” Payable at Nashik and shall be submitted in person to the Public Relations Officer (PRO), Nashik Commissionerate on or before the bid submission last date i.e. 23.03.2022 before 14:00 Hrs. Qualifying bids without Earnest Money Deposit will be rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit.

iv) The successful bidder shall give performance security in the form of Bank Guarantee in prescribed proforma i.e Annexure –D issued by a Nationalized Bank amounting to 5% of the total annual contract value as specified in the bid documents, in respect of all **08** vehicles towards in favors of “The Commissioner of GST and Central Excise, Nashik Commissionerate” and payable at Nashik before execution of the contract/agreement in respect of each vehicle separately. Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor.

v) The Performance Security will be forfeited in case of unsatisfactory performance of the successful bidder. The decision of the Commissioner of GST and Central Excise, Nashik Commissionerate on this account will be final and binding on successful bidder.

vi) The EMD of the successful bidder will be refunded only after the remittance of security deposit in the manner as aforesaid. Till such time, the earnest money shall retain its character, as such, till the successful bidder furnishes the security deposit.

17. Rates:

(i) Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price Schedule/BOQ file shall render it unfit for bidding. Following steps may be followed:-

(a) Download price Schedule/BOQ in XLS format.

(b) Fill rates in downloaded price schedule/BOQ as specified in XLS format only. Please enter only bidder name and rates in figures.

(c) BOQ file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.

(d) Save filled copy of downloaded consolidated sheet/BOQ, price schedule/BOQ file in your computer and remember its name and location for uploading correct file (duly filled in) when required.

(ii) Rate / bid / offer must be without any condition, assumption, qualification, reservation or variation. Rate / bid / offer must be mentioned in prescribed Proforma in figures in respect of each vehicle and each category separately. 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.

(iii) Contracted hire charges include all charges, viz. charges of driver, repairs and parking, maintenance of vehicle, insurance, all taxes as per Motor Vehicle Act / State Government / Central Government, petrol / diesel, oil and also any other incidental expenses in running and maintenance of vehicle and penalty / fine etc.

(iv) The lowest tender will be arrived based on sum of the quoted rate for 25/26 days in a month upto 2000 kms for **07** operational cars plus quoted rate for 30/31 days in a month upto 2500 kms for **01** Staff Car. The tender getting lowest consolidated rate will be declared as successful bidder.

18. The Service Provider will comply with the labor laws in force and all liabilities in this connection will be theirs.

19. It is obligatory on the part of Service Provider that driver is paid not less than minimum wages prescribed under the Minimum Wages Act from time to time.

20. The Department will not be under any obligation, legal or otherwise, to provide any employment to any of the personnel of the Service provider during or after the expiry of the hire period. The Department recognizes no employer-employee relationship between the Department and the personnel deployed by the Service Provider, The Department shall not be responsible financially or otherwise for any injury to the vehicle or driver or person deployed by the Service Provider during the course of agreement.
21. The contract between the Commissioner of GST and Central Excise, Nashik and the Service Provider can be cancelled after a prior notice of one month from either side, in the event of poor service or violation of any of the conditions stipulated.
22. The responsibility for the safety and security of the operational vehicle provider solely lies with the Service Provider. It is also the service Provider's absolute responsibility to take care of any damage/ repairs caused to his operational vehicle during the period of the contract.
23. Operational Vehicle should be arranged even at short notice. The vehicle shall be deemed to be at the disposal of the Office of the Commissioner of GST and Central Excise, Nashik for all the days of the month, seven days a week.
24. The Service Provider shall have a telephone connection working 24 hours 7 days for contacting the Service Provider in case of needs and emergency and the said telephone number has to be informed to Office of the Commissioner of GST and Central Excise, Nashik
25. A daily record indicating time and mileage for each vehicle shall be maintained. The calculation of mileage shall be from the reporting point to relieving point and will not be calculated on garage to garage basis.
26. Any person in government service or an employee of the department is not eligible to participate in this Tender process.
27. Vehicle should be comprehensively insured and should carry necessary permits/ clearance from the Transport Authority or any other concerned Authority. The vehicle should also carry necessary pollution certificates issued by the competent authority. Copy of the above certificates has to be furnished to the Office of the Commissioner of GST and Central Excise, Nashik .
28. LPG Cylinder shall not be used as fuel for running the vehicle in any case.
29. In case the condition of vehicle is not found to be satisfactory, they shall be returned for immediate replacement. In case no replacement is provided on time, this Office has the right to hire a vehicle from the market and the additional cost incurred by this Office will be borne by the service provider.

30. The service Provider shall in, no case, lease/ transfer/ sublet/ appoint care take for the service rendered.
31. No GST will be paid if the operator fails to provide proof of valid GST registration and deposit the same into the government account. If the Service Provider is exempted from payment of GST the same should be clearly stated on the quotation, mentioning authority of such exemption. The Commissioner of GST and Central Excise, Nashik, reserves the right to check from the jurisdictional Assistant/ Deputy Commissioner of Goods & Service Tax, the authenticity of such information.
32. Applicable TDS amount will be deducted from the total bill amount.
33. The Commissioner of GST and Central Excise, Nashik, reserves the right to reject all or any of the offers or accept more than one offer or terminate the order without assigning any reason thereof.
34. The billing will be done on monthly basis. The monthly bills in duplicate shall be submitted to the concerned vehicle in-charge on the last date of the corresponding month or at the earliest. Non-submission of the bill beyond 1st week of every month without justification would not be entertained and it would be presumed that bidder has no claim for payment. The department will not make any advance payment.
35. Irrespective of the receipt of the Monthly bill amount from the Commissioner of GST & Central Excise, Nashik any dues payable relating to the services rendered including the salary of the Driver, Govt. taxes etc., shall be promptly settled by the Service Provider without any default, before **10th** of succeeding month.
36. The Service Providers shall be responsible for timely payment of all the Government / local taxes and dues in respect of the hired vehicle.
37. Once the hiring of vehicle commences, the vehicle and the driver should not be changed unless instructed by the Commissioner of the GST and Central Excise, Nashik. Any change in the designated driver should be intimated well in advance before such change is affected. The vehicle must be available at any time as desired by this office.
38. The Commissioner of GST and Central Excise, Nashik shall be liable to pay only the monthly hiring charges. Other liabilities viz. monthly charges of driver, repair and maintenance of vehicle, insurance, petrol/ diesel, oil and any other incidental expenses etc. shall be borne by the Service Provider.

39. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the Service Provider to provide a substitute vehicle/ replacement immediately. In case the vehicle does not report on time/ does not report at all, the customer would have the right to hire a vehicle from the market and the additional cost incurred by this Office will be borne by the Service Provider.

40. In case of any accident, involving the use of vehicle and / or injury etc., to the persons and driver deployed, all the claims arising out of the same shall be met by Service Provider and Commissioner of GST and Central Excise, Nashik shall have no liability whatsoever in this regard.

41. The Service Provider shall be solely responsible for payment of wages/ salaries, other benefits, allowances to driver deployed and all other statutory / other dues payable as per Central / State Government/ Municipality rate etc. other laws etc. as applicable to personnel deployed that might be applicable under any Act of order of the Government. Office of the Commissioner of GST and Central Excise, Nashik shall have no liability whatsoever in the regard.

42. No increase on rate due to the escalation cost due to whatsoever factors would be permitted during the period of contract.

43. Office of the Commissioner of GST and Central Excise, Nashik reserve the rights to increase or decrease the number of vehicle hired without assigning any reasons to the Service Provider during the currency of the contractual period.

44. Driver must not smoke or drink (liquor or intoxicated), while on duty. In case of misbehavior of the driver or failure to meet any or the agreed/ accepted terms and condition, Office of the Commissioner of GST and Central Excise, Nashik will have discretion on the continuance of the contracted driver.

45. The Service Provider shall provide name & addresses of the driver along with driving license number and copy thereof while submitting acceptance of offer.

46. The Service Provider shall ensure that speedometer and odometer (for measuring distance covered) of vehicle supplied are properly sealed so that no tampering is done with a view to inflate distance travelled. The authorized officers of Office of the Commissioner, Nashik would carry out surprise checks of speedometer and odometer of the vehicle. If found defective, it should be got fitted from authorized workshop and cost thereof will be recovered from the Service provider.

47. Office of the Commissioner of GST and Central Excise, Nashik 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.
48. Vehicle should be always with full tank of fuels. In case of breakdown, immediate arrangement of the vehicle shall be made by the supplier with their own cost.
49. In case of any dispute of any kind, in any respect whatsoever, the decision of the Commissioner of GST and Central Excise, Nashik, shall be final and binding.
50. On awarding the contract, the Service Provider has to furnish this office with the certified copies of RC Book, the comprehensive insurance policy and copies of driving license of the driver of the vehicle.
51. The Service Provider and his driver shall be bound to carry out the instructions of the Office of the Commissioner of GST and Central Excise, Nashik as well as any of the Officers assigned to use the vehicle.
52. The vehicle provided should be of exclusive use of Office of the Commissioner of GST & Central Excise, Nashik. The vehicle to be deployed will not be used for any other commercial/ personal purpose or any other purpose by the Service Provider.
53. Agreement: - (i) The successful bidder will have to execute a contract agreement as per Annexure - E with the department and the validity of contract agreement will be for a period of one year from the date specified as per the agreement.
54. A penalty of Rs.500/- per day per vehicle shall be levied if any vehicle fails to meet the above terms and conditions.
55. The vehicle must be available at any time of any day on 24 X 7 and 365 days basis, subject to maximum number of days per month from which the vehicle is hire, as desired by the department.
56. The liability of Office of the Commissioner of GST and Central Excise, Nashik is limited to the contract value only.
57. Any matter during the period of this agreement, which has not been specifically covered by this agreement, shall be decided by the Office of the Commissioner of GST and Central Excise, Nashik, whose decision shall be final and conclusive.
58. The usage of the vehicle will be for a maximum period of 31 (for 1 vehicle) and 26 (for 07 vehicles) days per month subject to maximum of 2500 and 2000 Kms per month

respectively as the case may be. **If the specified kilometers of 2000 remain unutilized in a month, the same shall be carried forward to the next months on first in first out basis.**

59. No additional terms and conditions over and above the conditions stipulated above shall be entertained by the Office of the Commissioner of GST and Central Excise, Nashik.

60. Any other dispute arising out of the contract will be subject to the jurisdiction of Courts of Nashik.

(CHETAN PAWAR)
ASSISTANT COMMISSIONER (ADMIN)

TECHNICAL BID**Annexure-A**

1.	Name of the Bidder:		
2.	Address:		
3.	Mobile no. of the Bidder:		
4.	PAN No. (enclose self-attested copy of proof):		
5.	GST Registration no. (enclose self-attested copy of proof):		
6.	Name of the Vehicle:		
7.	Details of the Earnest Money:-		
	(i) Name of the Bank:		
	(ii) D. D. No. & Date:		
	(iii) Amount:		
	(iv) In case of Exemption(supporting documents enclosed):		
8 #	Model and year of manufacture of Vehicle.	Vehicle model	Year of manufacture
9.	RC Book No. for each vehicle (enclose self-attested copy of proof)		
10.	Kms run by the vehicle upto date of filing of tender.		
11.	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)		
12.	Whether convicted any court of law? If convicted, indicate details and enclosed a self attested copy of the court's order.		

Not applicable for the bidder who wants to give a new vehicle if the contract is awarded to him.

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

Date:

Name and Signature of the bidder with seal

(All details & relevant copies have to be filled and signed copy has to be scanned and uploaded online as part of Technical Bid Envelope)

ANNEXURE-B

PRICE/ FINANCIAL BID DOCUMENT

- (a) Price bid undertaking
- (b) Schedule of price bid in the form of BOQ_Vehiclehiring.xls

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder)

To,
The Commissioner, GST & Central Excise,
NashikCommissionerate,
Nashik.

Dear Sir/Madam,

1. I submit the Price Bid for -----and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except GST.

Yours faithfully

Signature of
Authorized Representative

Annexure - C

The Notary (Public) Civil Court,

I -----aged about -----son of -----
---residing at----- do hereby solemnly affirm state as follows:

That I am the proprietor of M/s

1. That my Agency / firm / Central or State Government / Central or State government undertakings has been allowed to participate in the tender dated of the office of Commissioner of GST & CX, Plot No. 155, Sector-P-34, NH, Jaistha&Vaishak, CIDCO, Nashik-422008, Nashik for hiring of vehicles.
2. That, I have neither been convicted nor any cognizance has been taken against by any Court of Law till date
3. That my Agency / firm / Central or State Government / Central or State government undertaking has not been blacklisted from any central/ State Government Department and Central or State government undertakings.

The above statement is true to the best of knowledge and belief.

Witness

Deponent

1.

(All details & relevant copies have to be filled and signed cony has to be scanned and uploaded online as part of Technical Bid Envelope)

Annexure - D

Proforma of Bank Guarantee for performance security

(To be stamped in accordance with stamp Act)

Ref. No.

Date:

Bank Guarantee no

Date:

To
The Joint Commissioner of GST and Central Excise,
Nashik Commissionerate,
Nashik.

Dear Sir,

In consideration of the office of Commissioner of GST & CX, Plot No. 155, Sector-P-34, NH, Jaistha&Vaishak, CIDCO, Nashik-422008, (hereinafter referred to as the "owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded the contract for hiring of 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 Rsonly.

Only as aforesaid, at any time up to (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 notwithstanding 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 of 2021 at.....

Witness:

(signature)
(name)

(signature)
(name)

(official address)

(official address)

Attorney as per power of Attorney no..... date

Annexure- E

Hired Vehicle Contract Agreement between the Joint Commissioner of GST AND Central Excise, Office of the Commissioner of GST and Central Excise, NashikCommissionerate, Nashik and M/s.

A. Preamble:

This agreement is made on ____ day of _____ 2022 between the office of Commissioner of GST & CX, Plot No. 155, Sector-P-34, NH, Jaistha&Vaishak, CIDCO, Nashik-422008, of the one part and M/s having Address the other part (which expression shall unless excluded by or repugnant to the context by deemed to include his in office or assigned of the other part).

B. Whereas: Office of the Commissioner of GST and Central Excise, NashikCommissionerate,Plot No. 155, Sector-P-34, NH, Jaistha&Vaishak, CIDCO, Nashik-422008, has issued letter award to M/s for providinghired vehicle (Vehicle name) on monthly basis as per term and conditions stipulated in tender documents and elaborated in clause 'D' below.

C. Contract:

M/sagreesto provide hired vehicles (As in clause 'B' above) on the charges valid as mentioned as below: 1. Chargesnos of operational cars with (vehicle name) @ Rs/- (excluding GST) per month for run up to kms per month and @ Rs/- per km above kms in a month.

2. Validity of the Contract agreement: The validity of the contract agreement will be for a period of ____ Months from ____ / ____ / **2022 to** ____ / ____ / **2023.**

D. Terms and Condition for hiring of the vehicle:

1. Performance Security/Guarantee: - (i) The successful tenderer will be wholly and solely responsible for any damage/levy/claim will be liable to pay the said damage/levy/claim. In this context, the successful bidder will submit Bank Guarantee issued by a Nationalized Bank for an amount of five percent of the value of the contract as specified in the bid documents, in respect of all 08 vehicles towards performance security in favour of the Commissioner of GST and Central Excise, NashikCommissionerate payable at Nashik. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

2. Subletting of Contract: -

(i) The successful bidder shall not be allowed to sublet / subcontract the contract to any other contractor.

3. Contract period: -

(i) The contract shall be in force for a period of one year from the date of execution of the contract in respect of each vehicle separately.

(ii) The Commissioner of GST and Central Excise, Plot No. 155, Sector-P-34, NH, Jaistha&Vaishak, CIDCO, Nashik-422008, reserves the right to extend or reduce the period of time. The office of Commissioner of GST & CX, Plot No. 155, Sector-P-34, NH, Jaistha&Vaishak, CIDCO, Nashik-422008, 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.

(iii) The Commissioner of GST and Central Excise, Plot No. 155, Sector-P-34, NH, Jaistha&Vaishak, CIDCO, Nashik-422008, reserves the right to increase or decrease the number of hired vehicles at any time with the same terms and conditions during the period of agreement between the Department and the service provider.

4. Capabilities, specification & formalities for Driver: - (i) The bidders must ensure that the drivers employed have valid driving license and clean driving record.

(ii) The drivers of the vehicle provided must follow traffic rules and all other regulations prescribed by the Government from time to time.

(iii) The drivers shall observe all the etiquette and protocol while performing the duty and shall be neatly dressed.

(iv) The drivers should have minimum 5 years of experience of driving. They should have valid driving license for driving passenger vehicles on hire.

(v) The drivers should be well versed with the roads and the places in Bihar and should have experience in city/urban driving as well as rural driving.

(vi) 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 before 24 hours such change is effected. (vii) The driver should be provided with a good working mobile phone which should not in switch off mode at any point of time.

(viii) 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. (ix) The driver should not be addicted.

(x) The driver should be ready / prepared for outstation journeys at short notice.

5. Billing and Payment: - (i) The billing will be done on monthly basis. The monthly bills, in duplicate, shall be submitted to the concerned vehicle in-charge on the last service day of the month or at the earliest. Non-submission of the bill beyond the above period without justification would not be entertained and it would be presumed that bidder has no claim for payment.

(ii) The department will not make any advance payment.

6. Penalty: - (i) A penalty of Rs. 500/- only per vehicle will be levied if any vehicle or driver or agency /firm fail to meet effective terms and conditions on any day.

7. Other Terms and conditions: - (i) The vehicles will be used for office as operational car upto 25/26 days upto 2000 kms in a month.

(ii) The vehicles will be deemed to be at the disposal of the Commissioner of GST and Central Excise, Plot No. 155, Sector-P-34, NH, Jaistha&Vaishak, CIDCO, Nashik-

422008, during the period of operational use and contractor shall have to make available the vehicle upto 25 / 26 days of a month. (iii) The vehicles must be available at any time of any day as desired by the department. Also, 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.

(iv) The liabilities of the official of this office will be limited to the hiring charges agreed in the contract.

(v) 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.

(vi) 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. In case of any accident or any other contingency, any claim arising out of it shall be borne by the contractor only and no claim whatsoever shall be borne by the Nashik Commissionerate, Nashik.

(vii) 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 law in force.

(viii) Vehicle must be kept clean, odor free, in excellent condition, mechanically fit, suitable for official use and should not be more than 3 years old on the date of the tender notice.

(ix) 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.

(x) Drivers of the respective vehicles should maintain a log book reflecting date / time / Kms run which should be submitted to the Office of Commissioner of GST and Central Excise, Nashik Commissionerate, Plot No. 155, Sector-P-34, NH, Jaistha & Vaishak, CIDCO, Nashik-422008, as and when required.

(xi) The vehicles should not be allowed to paste paper print with GST and Central Excise Logo in the front glass. However, it can display board with "On Govt. of India Duty" strictly during working hours. The vehicles hired should have the yellow color number plates as prescribed by the RTO.

8. Jurisdiction of the Court: - (i) 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 Nashik will be final and binding. In respect of any Terms and Conditions, if anything is missing, the provisions of tender documents will prevail.

E. Applicable Law: The contract shall be interpreted in accordance with the Indian Laws.

F. Notice:

Any notice by one party to other pursuant to the contract shall be sent in writing or by fax and confirmed in writing to the address specified for that purpose in the contract. A notice shall be effective when delivered or on the notices effective date, whichever is earlier.

For and on behalf of

For and on behalf of

M/s Office of The Commissioner
GST and Central Excise,
NashikCommissionerate
Nashik

(Signature & date)

(Signature & date)

1. Witness

Signature & date:

2. Witness

Signature & date:

Annexure- F

Instructions for Online Bid Submission::

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, etc) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message.

10) Summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk.