NOTICE FOR INVITING TENDERS FOR HIRING OF VEHICLES IN GST AUDIT NASHIK COMMISSIONERATE AT AURANGABAD CHAPTER

For and on behalf of President of India, sealed Tender is invited for the hiring of vehicle along with driver for the Office of the Commissioner of GST, Audit Commissionerate, Nashik for services at the Office of the Deputy/Assistant Commissioner, GST Audit Nashik, Aurangabad Chapter, N-5, Town Center, CIDCO, Aurangabad.

The detailed terms and conditions are enclosed herewith in Annexures to this tender notice. In case of any difficulty, you may contact the Deputy/Assistant Commissioner, GST Audit Nashik, Aurangabad Chapter, N-5, Town Center, CIDCO, Aurangabad on any working day during office hours on or before 16.12.2020. The Tender Notice can be downloaded from the website www.cbic.gov.in.

The interested Service Providers are requested to submit their tender documents in the prescribed Quotation form duly signed and stamped in a sealed cover to the Deputy/Assistant Commissioner (Co-ordination), GST Audit Nashik, Aurangabad Chapter, N-5, Town Center, CIDCO, Aurangabad- 431003. The Tenders can also be sent by Registered Post/AD.

The last date of receipt of the Tender: 17.12.2020 up to 17.00 hrs.

Tenders shall be opened on: 18.12.2020 at 16.00 hrs.

The tenders/quotations received incomplete and/or filed after the due date shall be summarily rejected. The parties who wish to be present at the time of opening of Tender/Quotation may represent themselves or authorize their representatives with an authority letter. Vehicle offered for services may also be required to be produced for inspection to find out the actual condition thereof after opening of Technical bid. Commissioner of GST, Audit Commissionerate, Nashik reserves the right to accept or reject all tenders without assigning any reasons.
Encl.
Annexure-A – Proforma for Technical BID
Annexure-B – Proforma for Financial BID
Annexure-C – Proforma for Affidavit regarding non-blacklisting or non-
convicting by any court of law.
Annexure-D – Proforma of Bank Guarantee for performance security.
Annexure-E – Contract Agreement.

Sd/- 26.11.2020
(Vikram Kaushik)
Deputy Commissioner (Co-ord.)
GST Audit Nashik Commissionerate
Aurangabad Chapter

F.No. GADT/1/(22)/228/2020-PandC-II-O/o COMMR-CGST-ADT-NASHIK
Aurangabad, dated 26.11.2020

1. Notice Board

2. The Joint Commissioner, GST Audit, Nashik for information
   please.

3. The Web Manager, Directorate General of Systems & Data
   Management, 4th & 5th floor, Samrat Hotel, Chanakyapuri, New
   Delhi – 110021 for wide publicity through CBIC website.
ANNEXURE – I

TERMS AND CONDITIONS

I. Tender Process and submission of tender documents:

1. The bid / tender will consist of two parts – The 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 submitted to: The Deputy/Assistant Commissioner, GST Audit Nashik, Aurangabad Chapter, N-5, Town Center, CIDCO, Aurangabad.

2. The tenderer shall 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 submitted on or before 17.12.2020 up to 17.00 hrs. The documents received incomplete and / or filed after the due date & time shall not be accepted. The Tender shall be opened on 18.12.2020 at 16.00 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 Commissioner of GST Audit Commissionerate, Nashik will be final and binding.
II. Terms and Conditions:

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Category of vehicle</th>
<th>Number</th>
<th>Terms of Use</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Small sized Vehicles Maruti Suzuki Dzire/Honda Amaze/Hyundai Accent or similar segment vehicle. (A-2 Segment)</td>
<td>01 Vehicle (with Driver)</td>
<td>1. To be used for any of 25/26 days of the month, including Saturday, Sundays, and other public holidays. 2. Maximum 2000 km a month. 3. Rs. 40,000/- maximum per month</td>
<td>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 models will be preferred.</td>
</tr>
</tbody>
</table>

2. The contract for the vehicle shall be valid for a period of one year with effect from the date of issuance of work order, subject to clause(s) of terms & conditions.

3. Vehicles should not be more than one years old i.e. the vehicles should not be older than 2019 make model and should not have run more than 25,000 km.

4. The Service Provider preferably be based in Aurangabad 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 neat and clean conditions.

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. There should be 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 experience. Their antecedents should be duly verified by Police authorities, at the instance of the Service Provider.

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 should wear white shirt, white trouser 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 Aurangabad and other areas of Aurangabad GST jurisdiction, preferably all districts of Marathwada Region, along with Nashik City. 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. 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. The affidavit should be submitted of latest date/current period

14. 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. 5,000/- (Rupees five Thousand only) in the form of Demand Draft from any Nationalized Bank / Scheduled Bank drawn in favour of “The Commissioner, GST Audit Commissionerate, Nashik” Payable at Nashik and shall be submitted in person to the Deputy/Assistant Commissioner, GST Audit Nashik, Aurangabad Chapter, N-5, Town Center, CIDCO, Aurangabad on or before the bid submission last date i.e. 17.12.2020 before 17:00 hours. 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 the vehicle towards in favour of “The Commissioner of GST Audit Commissionerate, Nashik” 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 Audit Commissionerate, Nashik 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.

15. Rates:

(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 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.

(ii) 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.

(iii) The lowest tender will be arrived based on sum of the quoted rate for 25/26 days in a month up to 2000 Kms for each operational car. The tender getting lowest consolidated rate will be declared as successful bidder.

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

17. 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.
18. 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.

19. The contract between the office of the Deputy/Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter 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.

20. 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.

21. Operational Vehicle should be arranged even at short notice. The vehicle shall be deemed to be at the disposal of the Office of the Deputy/Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter in Aurangabad City, for all the days of the month, seven days a week.

22. 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 Deputy/Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter, N-5, Town Center, CIDCO, Aurangabad.

23. 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.

24. Any person in government service or an employee of the department is not eligible to participate in this Tender process.
25. Vehicle should be comprehensively insured and should carry necessary permits/ clearance (Taxi Permit, specifically) 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 Deputy / Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter.

26. LPG Cylinder shall not be used as fuel for running the vehicle in any case. The bidder providing electric vehicle will be given preference.

27. 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.

28. The service Provider shall in, no case, lease/ transfer/ sublet/ appoint care taker for the service rendered.

29. 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 office of the Commissioner of GST Audit Commissionerate, Nashik, reserves the right to check from the jurisdictional Assistant/ Deputy Commissioner of Goods & Services Tax, the authenticity of such information. Further, if GST amount collected from this office is not being paid to the Govt., subsequent bills will not be sanctioned by the Department till the GST amount is paid to Govt.

30. Applicable TDS amount will be deducted from the total bill amount.

31. The Commissioner of GST Audit Commissionerate, 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.
32. 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 and bill will be sanctioned subject to availability of fund in the respective Grant Head. In case of delayed payment, this office is not liable for payment of any interest.

33. Irrespective of the receipt of the Monthly bill amount from the Deputy/Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter, 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.

34. The Service Providers shall be responsible for timely payment of all the Government/local taxes and dues in respect of the hired vehicle.

35. Once the hiring of vehicle commences, the vehicle and the driver should not be changed unless instructed by the Deputy/Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter. 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.

36. The Office of the Deputy/Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter 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.

37. 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.

38. 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 the office of the Deputy / Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter shall have no liability whatsoever in this regard.

39. 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 before applicable under any Act of order of the Government. Office of the Deputy/ Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter, N-5, Town Center, CIDCO, Aurangabad shall have no liability whatsoever in the regard.

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

41. Office of the Deputy/ Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter reserves 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.

42. Driver must not smoke or drink (liquor or intoxicated), while on duty. In case of misbehaviour of the driver or failure to meet any or the agreed/ accepted terms and condition, Office of Deputy / Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter will have discretion on the continuance of the contracted driver.

43. The Service Provider shall provide name & addresses of the driver along with driving license number and copy thereof while submitting acceptance of offer.
44. 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 Deputy / Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter 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.

45. Office of the Deputy / Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter 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.

46. 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.

47. In case of any dispute of any kind, in any respect whatsoever, the decision of the Commissioner of GST Audit Commissionerate, Nashik, shall be final and binding.

48. 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.

49. The Service Provider and his driver shall be bound to carry out the instructions of the Office of the Commissioner of GST Audit Commissionerate, Nashik as well as any of the Officers assigned to use the vehicle.

50. The vehicle provided should be of exclusive use of Office of Deputy / Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter and its Officers.

51. 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.

52. A penalty of Rs. 500/- per day shall be levied if vehicle fails to meet the above terms and conditions.

53. The vehicle must be available at any time of any day on 24 X 7 basis, subject to maximum number of days per month from which the vehicle is hired, as desired by the department.

54. The service provider convicted under any court of law and defaulter of tax payment of Central Government, State Government or any other Govt. agencies, shall not be cleared for Final Bids i.e. service provider is not entitled for vehicle contract even though it is L-1 (Lowest Bidder).

55. The liability of Office of Deputy / Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter is limited to the contract value only.

56. Any matter during the period of this agreement, which has not been specifically covered by this agreement, shall be decided by the Deputy / Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter, whose decision shall be final and conclusive.

57. The usage of the vehicle will be for a maximum period of 26 days per month (for 01 vehicle) subject to maximum of 2000 Kms per month. **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.**

58. No additional terms and conditions over and above the conditions stipulated above shall be entertained by the Office of the Deputy / Assistant Commissioner of GST Audit Commissionerate, Nashik, Aurangabad Chapter.

59. Any other dispute arising out of the contract will be subject to the jurisdiction of Courts of Aurangabad.

(Vikram Kaushik)
Deputy Commissioner (Co-ord.)
<table>
<thead>
<tr>
<th></th>
<th>TECHNICAL BID</th>
<th>Annexure-A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Bidder:</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Mobile no. of the Bidder:</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>PAN No. (enclose self attested copy of proof):</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>GST Registration no. (enclose self attested copy of proof):</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Name of the Vehicles:</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Details of the Earnest Money:-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) Name of the Bank:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) D. D. No. &amp; Date:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iii) Amount:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iv) In case of Exemption(supporting documents enclosed):</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td># Model and year of manufacture of Vehicles.</td>
<td>Vehicle model</td>
</tr>
<tr>
<td>9.</td>
<td>@ RC Book No. for each vehicle (enclose self attested copy of RC Books/proof)</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Details of Kms run by the vehicles upto date of filing of tender.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>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)</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Whether convicted any court of law? If convicted, indicate details and enclosed a self attested copy of the court's order.</td>
<td></td>
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</tbody>
</table>

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

@ Vehicles other than those detailed/listed above (whose self attested copy of RC Books have been enclosed) would not be acceptable. This office reserves the right to accept or reject any of the vehicles during inspection without assigning any reason.

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

---

Date: Name and Signature of the bidder with seal
ANNEXURE-B

PRICE/ FINANCIAL BID DOCUMENT

(a) Price bid undertaking

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Vehicle Type</th>
<th>Number of Vehicle</th>
<th>Total KMs in a month</th>
<th>Details of Quoted vehicle-make, model etc.</th>
<th>Quoted bid rate Per month (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Small Size vehicle Maruti Suzuki Dzire/ Honda Amaze/Hundai Accent or similar segment vehicle. (A-2 Segment)</td>
<td>01 Vehicle at Aurangabad</td>
<td>Hire for 25/26 days per month subject to maximum 2000 Kms per month</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder)

To,

The Commissioner,
GST Audit Commissionerate, 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

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
Deputy/Assistant Commissioner, GST Audit Nashik, Aurangabad
Chapter, N-5, Town Center, CIDCO, Aurangabad for hiring of vehicle.
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.

4. That my Agency / firm / Central or State Government / Central
or State government undertaking has not defaulted in Tax Payment to
any Central/ State Government Department /any other government
agencies.

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

Witness Deponent

1.

2.
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 Deputy/Assistant Commissioner,
GST Audit Commissionerate,
Aurangabad Chapter
Aurangabad.

Dear Sir,

In consideration of the Office of Deputy/Assistant Commissioner, GST
Audit Nashik, Aurangabad Chapter, N-5, Town Center, CIDCO, Aurangabad
(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

........................................... vehicle (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
costext 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 Rs (Rs only).

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 not 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 ......................... 2020 at......................
Witness:

(signature)  (signature)
(name)      (name)

(official address)  (official address)

Attorney as per power of Attorney no................. date ......................
Annexure- E

Hired Vehicle Contract Agreement between the Office of the Deputy/Assistant Commissioner of Central Goods and Services Tax & Central Excise (CGST & CX) Audit Commissionerate, Nashik, Aurangabad chapter, N-5, Town Centre, CIDCO, Aurangabad-431003 and M/s ________________________________

A. Preamble:
This agreement is made on ___________ 2020 between the Office of the Deputy/Assistant Commissioner of Central Goods and Services Tax & Central Excise (CGST & CX) Audit Commissionerate, Nashik, Aurangabad chapter, N-5, Town Centre, CIDCO, Aurangabad-431003, of the one part and M/s ________________________________ 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 Deputy/Assistant Commissioner of Central Goods and Services Tax & Central Excise (CGST & CX) Audit Commissionerate, Nashik, Aurangabad chapter, N-5, Town Centre, CIDCO, Aurangabad-431003, has issued letter of award of Contract to M/s ______________ for providing ___________ hired vehicle (_____________) on monthly basis as per term and conditions stipulated in tender documents and elaborated in clause 'D' below.

C. Contract:
M/s __________________________________ agrees to provide hired vehicles (As in clause 'B' above) on the charges valid as mentioned as below:

1. Charges for 01 No. of Small-sized car @Rs. __________ (excluding GST) per month for run up to 2000 kms. per month.

D. Terms and Condition for hiring of the vehicle agreed to abide by the Service Provider are as under:

1. Performance Security/Guarantee: - (i) The successful tenderer will be wholly and solely responsible for any damage/levy/claim of the vehicles hired and the service provider themselves will be liable to pay the said damage/levy/claim. In this context, the successful bidder will submit Bank Guarantee in prescribed proforma i.e. Annexure – D 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 the one vehicle towards performance security in favour of
the Commissioner of CGST & CX Audit Commissionerate, Nashik 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. The
Performance Security will be forfeited in case of unsatisfactory performance of the service
provider. The decision of the Commissioner of CGST & CX Audit Commissionerate, Nashik
on this account will be final and binding on service provider.

2. Subletting of Contract:
   - (i) The service provider shall not be allowed to sublet/subcontract the contract to any other
     contractor. The service provider shall in no case lease/transfer/appoint care taker for the
     service rendered.

3. Contract period:
   - (i) The contract shall be in force for a period of one year i.e. from ____________
   - (ii) The Office of the Deputy/Assistant Commissioner of CGST & CX, Audit
         Commissionerate, Nashik, Aurangabad chapter, N-5, Town Centre, CIDCO, Aurangabad-
         431003, reserves the right to extend or reduce the period of contract. The Office of the
         Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik,
         Aurangabad chapter, N-5, Town Centre, CIDCO, Aurangabad-431003, 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 Office of the Deputy/Assistant Commissioner of CGST & CX, Audit
          Commissionerate, Nashik, Aurangabad chapter, N-5, Town Centre, CIDCO, Aurangabad-
          431003, 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 service provider must ensure that the driver employed has valid driving license and clean driving record, with a
         minimum of five (5) years experience. His antecedents should be duly verified by Police
         authorities, at the instance of the Service Provider and same may be provided as and when
         demanded by this office.
(ii) 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.

(iii) The driver should wear white shirt, white trouser and black shoes. The drivers shall observe cleanliness and all the etiquette and protocol while performing the duty and shall be neatly dressed. 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. The driver should be provided with a good working mobile phone which should not be in switch off mode at any point of time. The mobile phones of the driver should always be operational on Saturdays, Sundays and public holidays.

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

(v) 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.

(vi) 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.

(vii) The driver should not be addicted. The driver must not smoke or drink (liquor or intoxicated) while on duty. In case of misbehaviour of the driver or failure to meet any of the agreed/accepted terms and conditions, Office of the Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter will have discretion on the continuance of the contracted driver.

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

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

5. Billing and Payment:  - (i) The billing will be done on monthly basis. The monthly bill, in duplicate, shall be submitted to the concerned vehicle in-charge on the last service day of the corresponding 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. The Department will not make any advance payment and bill be sanctioned subject to availability of fund in the respective Grant Head. In case of delayed payment, this office is not liable for payment of any interest.
6. **Penalty:** - (i) A penalty of Rs. 500/- only will be levied if vehicle or driver or agency /firm fail to meet effective terms and conditions on any day.

7. **Other Terms and conditions:** -
   
   i) The contract for the vehicle shall be valid for a period of one year i.e. from ________________, subject to clause(s) of terms & conditions.

   ii) 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.

   iii) 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.

   iv) There should be 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.

   v) 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.

   vi) 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.

   vii) The Service Provider will comply with the labour laws in force and all liabilities in this connection will be theirs.

   viii) 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.

   ix) 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.
x) The contract between the Office of the Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter 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.

xi) 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.

xii) Operational Vehicle should be arranged even at short notice. The vehicle shall be deemed to be at the disposal of the Office of the Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter for all the days of the month, seven days a week.

xiii) 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 Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter, N-5, Town Centre, CIDCO, Aurangabad-431003.

xiv) 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.

 xv) 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 Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter.

xvi) LPG Cylinder shall not be used as fuel for running the vehicle in any case.

xvii) 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.

xviii) No GST will be paid if the operator fails to provide proof of valid GST registration and deposit the same into the government account. It is mandatory on the part of the service provider that as and when they have crossed the threshold exemption limit for GST, they should pay the GST as per the provisions of CGST Act, 2017. The Office of the Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter reserves the right to check from the jurisdictional Assistant/Deputy Commissioner of Goods and Services Tax, the authenticity of such information. Further if GST amount collected from this office is not being paid to the Government, subsequent bills will not be sanctioned by the Department till the GST amount is not paid to Government.
xix) Applicable TDS amount will be deducted from the total bill amount.

xx) Irrespective of the receipt of the Monthly bill amount from the Office of the Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter 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.

xxi) The Service Provider shall be responsible for timely payment of all the Government / local taxes and dues in respect of the hired vehicle.

xxii) The Office of the Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter 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.

xxiii) 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.

xxiv) 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 the Office of the Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter shall have no liability whatsoever in this regard.

xxv) 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 before applicable under any Act of order of the Government. Office of the Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter shall have no liability whatsoever in the regard.

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

xxvii) Office of the Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter 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.

xxviii) 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 Deputy/Assistant Commissioner of CGST & CX, Audit

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Commissionerate, Nashik, Aurangabad chapter 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.

xxix) Office of the Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter 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.

xxx) 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.

xxxii) In case of any dispute of any kind, in any respect whatsoever, the decision of the Commissioner of CGST & CX Audit Commissionerate, Nashik, shall be final and binding.

xxxii) 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.

xxxiii) The Service Provider and his driver shall be bound to carry out the instructions of the Office of the Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter as well as any of the Officers assigned to use the vehicle.

xxxiv) The vehicle provided should be of exclusive use of Office of the Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter and it’s Officers.

xxxv) The vehicle must be available at any time of any day on 24 X 7 basis, subject to maximum number of days per month for which the vehicle is hired, as desired by the department.

xxxvi) The liability of Office of the Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter is limited to the contract value only.

xxxvii) 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 Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter, whose decision shall be final and conclusive.

xxxviii) The usage of the vehicle will be for a maximum period of 26 days per month subject to maximum of 2000 Kms per month per vehicle. 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.
xxxix) No additional terms and conditions over and above the conditions stipulated above shall be entertained by the Office of the Deputy/Assistant Commissioner of CGST & CX, Audit Commissionerate, Nashik, Aurangabad chapter.

xl) The vehicles should not be allowed to paste paper print with CGST & Central Excise logo on the front glass. However, it can display board with “On Govt. of India Duty” strictly during the working hours. The vehicle to be hired should conform to the relevant Motor Vehicle Act/ Rules.

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 Aurangabad 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 another 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.

Contractee:

Deputy Commissioner (Co-ordination)  
CGST & CX Audit Commissionerate,  
Aurangabad Chapter

(For and on behalf of President, Govt. of India)

Contractor:-

Proprietor of M/s _____________________________

Witness:

1. _____________________________

2. _____________________________