



सत्यमेव जयते  
भारत सरकार / Government of India  
वित्त विभाग, राजस्व विभाग / Ministry of Finance, Department of Revenue  
भारत के अधीन / Under the Government of India. / भारत के अधीन, भारत सरकार  
**OFFICE OF THE DY. / ASSISTANT COMMISSIONER OF CENTRAL GOODS & SERVICE TAX &  
CENTRAL EXCISE, DHULE DIVISION**  
**Plot No.19, Swami Dayanand Housing Society,  
Opp. Navjeevan English Medium School, Behind Sinchan Bhavan,  
Sakari Road, Dhule-424001**

Phone No. 02562-277465

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F.No.I/Adm/22-1/Vehicle/2021-22

Date: 25.02.2021

### **TENDER NO. 01/2021**

#### **NOTICE INVITING TENDER FOR HIRING OF VEHICLE**

The office of the Deputy/ Assistant Commissioner of CGST and Central Excise, Dhule Division invites tender quotations from reputed service providers engaged in Tour & Travels Agencies for Hiring of vehicle on monthly basis for using as Operational vehicle for Office of the Deputy/ Assistant Commissioner of CGST and Central Excise, Dhule Division for a period of one year from **01.04.2021 to 31.03.2022**. The rates are to be quoted per month basis and monthly payment would not be over and above the rates quoted.

#### **TIME SCHEDULE OF TENDER**

Sl.No	Particulars	Date	Time
1	Tender publish date	<b>26.02.2021</b>	
2	Bid submission last date	<b>08.03.2021</b>	<b>17:00 Hrs</b>
3	Tender opening date (Qualifying Bid)	<b>09.03.2021</b>	<b>15:00 Hrs</b>

#### **TENDER DOCUMENT**

Tender/Bids are invited from reputed service providers engaged in Tour & Travels Agencies for Hiring of vehicle on monthly basis for using as Operational vehicle for Office of the Deputy/ Assistant Commissioner of CGST and Central Excise, Dhule Division, Plot No. 19, Swami Dayanand Housing Society, Opp. Navjeevan English Medium School, Behind Sinchan Bhawan, Sakri Road, Dhule-424001 for a period of one year from **01.04.2021 to 31.03.2022**.

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## 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.
2. The tenders 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. “Technical Bid” and “Financial Bid” should be placed separately in two different envelopes and sealed. These two envelopes shall be super-scribed as TECHNICAL BID or FINANCIAL BID, as the case may be. The bigger envelope, containing two sealed envelopes, shall be super-scribed with the words TENDER FOR HIRING OF VEHICLE at Dhule along with Name of the tenderer, address and contact land line/ Mobile No. and must be addressed to the **“Deputy / Assistant Commissioner of CGST & Central Excise, Dhule Division** and should be submitted on or before **17:00 Hrs. of 08.03.2021** at the above mentioned address. The duly sealed tenders may be sent by registered/speed post or may be hand delivered to the Deputy / Assistant Commissioner (Administration) in the office of the Deputy / Assistant Commissioner of CGST & Central Excise, Dhule Division. Tenders received by ordinary post or courier shall not be considered and would be treated as invalid. The department shall not be responsible for the postal delays. Tenders received after due date and time will be summarily rejected.
6. The financial bids of only those parties whose Technical Bids are found to be eligible will be opened and considered. The tenders shall be opened at **15:00 Hrs. on 09.03.2021** in presence of bidders (who have submitted bids) or their representative duly authorized by them in writing, who desire to remain present.
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 Deputy/ Assistant Commissioner of CGST and Central Excise, Dhule Division 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:-

S.No.	Category of vehicle	Number	Terms of Use	Remarks
1	Small sized Vehicles Maruti Suzuki Ciaz/ Honda Amaze/Tata Zest/Nexon/Tigor or similar segment vehicle. (A-2 Segment)	01 Vehicle (with Driver)	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	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 one year with effect from **01.04.2021 to 31.03.2022**, subject to clause/(s) of terms & conditions.
3. **Vehicle should not be more than 3 years old.**
4. The Service Provider preferably be based in Dhule 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. 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 Dhule, Nandurbar, Jalgaon and Nashik 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. The vehicle under contract with CGST & Central Excise, Dhule Division will be exclusively used by Officers and Staff of Division office only. No private use of the vehicle other than by the staff of Division is permitted at any time of the contract. The vehicle under contract will be at the service of Division 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, the service provider cannot use vehicle other than for official purpose 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. 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 including Highways Toll tax, fees, levies, Insurance Charges etc. other than GST would be borne by the Service Provider. Further, FASTag will be mandatory.**

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, CENTRAL EXCISE, NASHIK.” Payable at Nashik and shall be submitted in person to the Administrative Officer, Dhule Division on or before the bid submission **last date i.e. 08.03.2021 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 or Fixed Deposit issued by a Nationalized Bank amounting to 5% of the total annual contract value as specified in the bid documents, in respect of 1(one) vehicle towards in favour of “the Deputy/ Assistant Commissioner of CGST and Central Excise, Dhule Division” and payable at Dhule before execution of the contract/agreement in respect of 1(one) vehicle. 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 Deputy/ Assistant Commissioner of CGST and Central Excise, Dhule Division 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.

#### **16. Rates:**

(i) Please enter only bidder name and rates in figures.

(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 1(one) operational car. The tender getting lowest consolidated rate will be declared as successful bidder.

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

18. 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.

19. 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.

20. The contract between the Deputy / Assistant Commissioner of CGST and Central Excise, Dhule 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.

21. 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.

22. 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 and Central Excise, Dhule for all the days of the month, seven days a week.

23. 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 and Central Excise, Dhule.

24. 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.

25. Any person in government service or an employee of the department is not eligible to participate in this Tender process.

26. Vehicle should be comprehensively insured and should carry necessary permission/ clearance from the 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 and Central Excise, Dhule.

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

28. 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.

29. The service Provider shall in, no case, lease/ transfer/ sublet/ appoint care take for the service rendered.
30. 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 Deputy / Assistant Commissioner of CGST and Central Excise, Dhule, reserves the right to check from the jurisdictional Assistant/ Deputy Commissioner of CGST & Central Excise, the authenticity of such information.
31. Applicable TDS amount will be deducted from the total bill amount.
32. The Deputy / Assistant Commissioner of CGST and Central Excise, Dhule, 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.
33. 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 1<sup>st</sup> 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.
34. Irrespective of the receipt of the Monthly bill amount from the Deputy / Assistant Commissioner of CGST and Central Excise, Dhule 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 10<sup>th</sup> of succeeding month.
35. The Service Providers shall be responsible for timely payment of all the Government / local taxes and dues in respect of the hired vehicle.
36. Once the hiring of vehicle commences, the vehicle and the driver should not be changed unless instructed by the Deputy / Assistant Commissioner of CGST and Central Excise, Dhule. 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.
37. The Deputy / Assistant Commissioner of CGST and Central Excise, Dhule 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.
38. 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.
39. 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 Deputy / Assistant Commissioner of CGST and Central Excise, Dhule shall have no liability whatsoever in this regard.

40. 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 Deputy / Assistant Commissioner of CGST and Central Excise, Dhule shall have no liability whatsoever in the regard.

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

42. Office of the Deputy / Assistant Commissioner of CGST and Central Excise, Dhule 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.

43. 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 Deputy / Assistant Commissioner of CGST and Central Excise, Dhule will have discretion on the continuance of the contracted driver.

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

45. 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 and Central Excise, Dhule 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.

46. Office of the Deputy / Assistant Commissioner of CGST and Central Excise, Dhule 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.

47. 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.

48. In case of any dispute of any kind, in any respect whatsoever, the decision of the Deputy / Assistant Commissioner of CGST and Central Excise, Dhule shall be final and binding.

49. 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.

50. The Service Provider and his driver shall be bound to carry out the instructions of the Office of the Deputy / Assistant Commissioner of CGST and Central Excise, Dhule as well as any of the Officers assigned to use the vehicle.

51. The vehicle provided should be of exclusive use of Office of the Deputy / Assistant Commissioner of CGST and Central Excise, Dhule Division, Dhule. The vehicle to be deployed will not be used for any other commercial/ personal purpose or any other purpose by the Service Provider.

52 . 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.

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

54. 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 hire, as desired by the department.

55. The liability of Office of the Deputy / Assistant Commissioner of CGST and Central Excise, Dhule 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 CGST and Central Excise, Dhule, whose decision shall be final and conclusive.

57. The usage of the vehicle will be for a maximum period of 31 (for 1 vehicle) days per month subject to maximum of 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 .**

58. No additional terms and conditions over and above the conditions stipulated above shall be entertained by the Deputy / Assistant Commissioner of CGST and Central Excise, Dhule.

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

Sd/ 25.02.2021

(S. R. DALVI)  
ASSISTANT COMMISSIONER,  
CGST & CENTRAL EXCISE,  
DHULE DIVISION



**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.	<table border="1"> <tr> <td>Vehicle model</td> <td>Year of manufacture</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Vehicle model	Year of manufacture		
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 as part of Technical Bid Envelope)**

**ANNEXURE-B**

**PRICE/ FINANCIAL BID DOCUMENT**

(a) Price bid undertaking

**PRICE BID UNDERTAKING**

From: (Full name and address of the Bidder)

To,  
The Deputy / Assistant Commissioner,  
CGST and Central Excise,  
Dhule Division  
Dhule

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 Deputy / Assistant Commissioner of CGST and Central Excise, Dhule, Plot No. 19, Swami Dayanand Housing Society, Opp. Navjeevan English Medium School, Behind Sinchan Bhawan, Sakri Road, Dhule -424001 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.

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 copy 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 Deputy / Assistant Commissioner,  
CGST and Central Excise,  
Dhule Division  
Dhule

Dear Sir,

In consideration of the office of the Deputy / Assistant Commissioner of CGST & Central Excise, Plot No. 19, Swami Dayanand Housing Society, Opp. Navjeevan English Medium School, Behind Sinchan Bhawan, Sakri Road, Dhule-424001 (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 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 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 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 Deputy / Assistant Commissioner of CGST and Central Excise, Plot No. 19, Swami Dayanand Housing Society, Opp. Navjeevan English Medium School, Behind Sinchan Bhawan, Sakri Road, Dhule-424001 and M/s.

### A. Preamble:

This agreement is made on \_\_\_\_\_ day of 2021 between the office of the Deputy / Assistant Commissioner of CGST and Central Excise, Plot No. 19, Swami Dayanand Housing Society, Opp. Navjeevan English Medium School, Behind Sinchan Bhawan, Sakri Road, Dhule-424001 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 Deputy / Assistant Commissioner of CGST and Central Excise, Plot No. 19, Swami Dayanand Housing Society, Opp. Navjeevan English Medium School, Behind Sinchan Bhawan, Sakri Road, Dhule-424001 has issued letter award to M/s for providing hired vehicle (Vehicle name) 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 vehicle (As in clause 'B' above) on the charges valid as mentioned as below: 1. Charges \_\_\_\_\_ nos 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 one year from 01.04.2021 to 31.03.2022

### 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 1(one) vehicle towards performance security in favour of the Assistant / Deputy Commissioner of CGST and Central Excise, Dhule Division payable at Dhule. 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 Deputy / Assistant Commissioner of CGST and Central Excise, Dhule Division, Plot No. 19, Swami Dayanand Housing Society, Opp. Navjeevan English Medium School, Behind Sinchan Bhawan, Sakri Road, Dhule-424001 reserves the right to extend or reduce the period of time. The Deputy / Assistant Commissioner of CGST and Central Excise, Dhule Division, Plot No. 19, Swami Dayanand Housing Society, Opp. Navjeevan English Medium School, Behind Sinchan Bhawan, Sakri Road, Dhule-424001 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 Deputy / Assistant Commissioner of CGST and Central Excise, Dhule Division, Plot No. 19, Swami Dayanand Housing Society, Opp. Navjeevan English Medium School, Behind Sinchan Bhawan, Sakri Road, Dhule-424001 reserves the right to increase or decrease the number of hired vehicle 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 vehicle on hire.

(v) The drivers should be well versed with the roads and the places in Maharashtra 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 vehicle will be used for office as operational car upto 25/26 days upto 2000 kms in a month.

(ii) The vehicle will be deemed to be at the disposal of The Deputy / Assistant Commissioner of CGST and Central Excise, Dhule Division, Plot No. 19, Swami Dayanand Housing Society, Opp. Navjeevan English Medium School, Behind Sinchan Bhawan, Sakri Road, Dhule-424001 during the period of operational use and contractor shall have to make available the vehicle upto 25 / 26 days of a month.

(iii) The vehicle 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 vehicle 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 Dhule Division, Dhule.

(vii) Insurance of the vehicle and the risk of passenger travelling in the vehicle 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 vehicle should maintain a log book reflecting date / time / Kms run which should be submitted to the Office of The Deputy / Assistant Commissioner of CGST and Central Excise, Dhule Division, Plot No. 19, Swami Dayanand Housing Society, Opp. Navjeevan English Medium School, Behind Sinchan Bhawan, Sakri Road, Dhule-424001 as and when required.

(xi) The vehicle 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.

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 Dhule 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 Deputy / Assistant Commissioner,  
CGST and Central Excise,  
Dhule Division  
Dhule

(Signature & date)

(Signature & date)

1. Witness

Signature & date :

2. Witness

Signature & date: