



**OFFICE OF THE COMMISSIONER OF CENTRAL TAX, APPEALS - I
TRAFFIC TRANSIT MANAGEMENT CENTRE, BMTC BUILDING, 4th FLOOR, ABOVE
BMTC BUS STAND, DOMLUR, OLD AIRPORT ROAD, BANGALORE - 560 071**

C. No. IV/16/22/2017-18 CT (Appeals-I)

Date: 08.02.2018

NOTICE INVITING QUOTATION FOR HIRING OF VEHICLES

Sealed quotations are invited from eligible / reputed service providers for supply of four wheelers (passenger cars) on monthly hire basis. Quotation may be submitted for the following vehicles.

- (a) Mid-size Cars (Swift Desire, Etios and equivalent Vehicles) - 1* Nos
** to be supplied from 1.4.2018 onwards for a period of one year.*

The details may be submitted as per the tender document available on notice board in Office of the Commissioner of Central Tax, Appeals – I GST Commissionerate, Traffic Transit Management Centre, BMTC Building, 4th Floor, Above BMTC Bus Stand, Domlur, Old Airport Road, Bangalore - 560 071 and also on the Departmental web site viz., www.bangaloreservicetax.gov.in, www.gstkarnataka.gov.in and www.cbec.gov.in.

The details may also be obtained from the Central Tax Appeals-I office located in the afore-mentioned address (Phone 080-25357505). **The last date for submission of sealed quotations is 16.00 Hrs of 10.03.2018 and tenders will be opened at 17.00 Hrs on the same day.** The service provider / individuals desirous of submitting the quote / quotes are advised to go through the terms and conditions carefully before applying. Office of the Commissioner of Central Tax, Appeals – I GST Commissionerate, Traffic Transit Management Centre, BMTC Building, 4th Floor, Above BMTC Bus Stand, Domlur, Old Airport Road, Bangalore - 560 071 reserves the right to accept or reject any or all of the offers without assigning any reasons thereof.

(Francis Xavier Raja B)
Assistant Commissioner

TERMS & CONDITIONS

1. Sealed quotations are invited from eligible/reputed service providers / individuals for supply of following vehicles:

(a) Mid-size Cars (Innova, Swift Desire, Etios, Ciaz, Scropio, Verna etc.) - 1* Nos.

** to be supplied from 1.4.2018 onwards for a period of one year*

The vehicle is proposed to be taken on hire for the office of the Commissioner of Central Tax, Appeals-I GST Commissionerate, Bangalore, from 01.04.2018 onwards for a period of one year with the option of extending it for a further period at the discretion of the Commissioner of Central Tax, Appeals – I GST Commissionerate, Bangalore.

The last date for submission of sealed quotation is 16.00 Hrs of 10/03/2018.

The Commissioner of Central Tax, Appeals – I GST Commissionerate, Bangalore, reserves the right to accept or reject any or all of the offers without assigning any reasons thereof. The quotations would be opened at 17.00 Hrs on **12/03/2018** at the Commissioner of Central Tax, Appeals-I GST Commissionerate, Bangalore.

2. The quotation in the following format may be given and format may be duly signed and seal affixed. Rates should be both in figures and words and in case of any difference, the rates quoted in words shall prevail. Any over-writing / corrections on the rate portion of the quotation will be rejected.

Category of vehicle	Brand, model & year of manufacture of Vehicle proposed for supply	Maximum charges Per month / per vehicle with driver (for 2500 kms) (Exclusive of GST)
Mid Size	Swift Desire, Etios, and similar cars.	Rs. 40,000/- (Rupees Forty Thousand Only)

3. **An EMD of Rs. 10,000/- (Rupees Ten Thousand Only) will have to be submitted alongwith the quotations, in favour of Pay and Accounts Officer, Central Tax, Bangalore for those interested in supplying vehicles. The EMD amount should be in the form of Demand Draft and will be returned to the unsuccessful bidders after completion of the tender process.**

4. Minimum qualification for tendering by the service providers should be 3 years experience in supply of minimum 30 vehicles to any government department/public sector undertaking or any other reputed company. Proof for the same should be submitted along with the tender.

5. The Mid-size vehicle is required for a maximum of 2500 kms in a month (30/31 days). In case the vehicles runs less than 2500 kms, as the case may be, in any month(30/31 days), the balance Kilometers remained unutilized in that month shall be carried forward to the next month. In case the vehicle runs more than 2500 kms in any month (30/31 days), the balance kilometers available, if any shall get adjusted.

6. (i) Individual owners of vehicles who are interested in giving their vehicles on hire are also encouraged to apply subject to adhering to the conditions above. It is preferred that the bidder shall have sufficient experience in the field of providing vehicles on hire and the details of the same may be submitted along with the quotation. Other charges if any, like Rate per kilometer beyond the above limit etc., may be shown separately for vehicle. Also, the successful bidder's vehicles could also be test driven before accepting the same for regular use.

(ii) The bidders shall enclose documents viz., PAN Card and Address proof / Aadhar Card, and photo ID documents of the service provider and the driver. Other documents like GST/Service Tax registration certificate, Certificate of registration with labour Department, EPF & ESI Department etc., if any, must be submitted on finalization of the contract. The turnover for last 3 financial years shall also be submitted, in case they possess the same. The individual owners shall submit similar relevant documents available with them.

7. The bidder shall give an undertaking in writing that he or the firm has not been blacklisted by any organization or Government department for any reasons, as on the date of submission of the bid. He must also give an undertaking that his services have not been terminated by any organization / Department in the previous three years.

8. **The vehicles provided to the Department shall not be more than 3 years old and must be in excellent running condition. The vehicle may be preferably White in colour with valid permit, preferably All-India, registration with Central / State Government, valid insurance, pollution under control certificate and any other legally mandatory documents.**

9. No LPG cylinders / Gas kit shall be used for running the vehicles on hire in any case.

10. The bids received after the closing date and time will be rejected. Further, the department reserves the right to reject the bids received with incomplete information.

11. On commencement of the contract, the agency and the deployed drivers are bound to carry out the instructions of the designated officer/s in-charge of the vehicles in the department. Dedicated drivers shall be provided to ply the vehicles and the

drivers shall not be changed often. In any case, the drivers shall not be changed without the knowledge of the Service receiver.

12. The service provider shall ensure that the odometer of the vehicle provided is properly sealed so that no tampering is done with a view to inflate distance travelled. Besides, the department reserves the right to effect surprise checks of odometer of the car supplied from any authorized workshop and cost thereof shall be borne by the service provider.

13. Zero-based kilometer reading i.e. kilometer reading starting and ending at/from duty/office or drop off location shall be adopted for the purpose of calculating the kilometers and the same will be monitored by the officers. A daily record indicating the time and kilometer for each of the vehicle shall be maintained which shall be submitted to the concerned reporting officer for scrutiny on every Monday. **The usage of kilometers will be upto the ceiling limits as per the contract and the Short / Excess usage in any month shall be adjusted in the succeeding months (till the end of contract period or till the end of extended contract period whichever is later).**

14. The Service receiver shall pay the monthly charges as agreed upon. The payment of driver salary, fuel, any type of maintenance and taxes shall be borne by the Service provider. No increase shall be entertained relating to charges already agreed upon during the contract period.

15. The service provider should be available for contact by the Department on mobile / landline round the clock for any exigency.

16. The hired vehicles shall be at the disposal of the Office of Commissioner of Central Tax, Appeals-I GST Commissionerate, Bangalore during the contract period. The vehicles will be required to run anywhere within the territory of India and any statutory taxes at state borders etc. have to be borne by the service provider.

17. **(i) Documents:** The service provider shall furnish to the Service receiver, the complete details of vehicles supplied / certified copies of valid registration certificate, valid pollution-control certificate and valid insurance policy. The details of the deployed drivers along with a copy of their valid driving license should also be furnished.

(ii) Vehicle condition & Facilities: The vehicles shall be kept neat and clean and in perfect running condition with shining exterior body and clean interiors. The seats should be properly covered with leather or similar high-quality upholstery. There shall not be any stickers, religious/personal or otherwise pasted/displayed inside or outside the vehicle. A good quality functional multi-pin mobile phone charger which supports iOS (iPhone 5 & above) and Android devices should be permanently available in the vehicle. The service provider should also provide mild perfume/deodorant so that air freshness inside the vehicle is maintained all the time. The vehicle should have a good quality CD/USB audio player with speakers.

(iii) If condition of vehicles provided is not found satisfactory, they will be rejected for immediate replacement. If no replacements are made in time, penalty of Rs. 1,000/- will be levied and the Service receiver shall have the right to hire a vehicle from market, and cost incurred towards this, will be borne by the service provider.

(iv) **Driver:** The drivers shall be in prescribed uniform as notified by RTA of Karnataka State Government. In case there is no such prescribed uniform, the driver shall be in formal attire (White shirt and Navy blue trousers) and wear shoes (formal/black) and shall observe all etiquette and protocol while performing the duty. The driver should be professional and neatly shaved befitting the image of driver for Government of India. The drivers should also facilitate opening & closing of doors during entry and exit of officers from the vehicle. Whenever required, the driver shall assist during placing/removing files etc. in/out of vehicle. The driver will not be paid any fees or charges for the above. Further, Drivers, apart from knowing local language shall preferably understand/speak English and Hindi. They must carry mobile phone in working condition for which no separate payment shall be made by the Service receiver. Further, the Service receiver also reserves the right to charge penalty of Rs. 500/- per instance of proved misbehavior of a driver on summary enquiry. The driver should always wear seat belt and shall not overspeed or indulge in rash driving.

18. A penalty of Rs. 500/- shall be imposed for non-adherence of any of the provisions/conditions as noted in Para 17 above. If any violation is repeated within 30 days from the first instance, the penalty will be Rs. 1,000/- for each subsequent instance of violation. For violation of any other terms of the contract for which no specific penalty is prescribed, the penalty will be Rs. 500/-. Any penalty amount will be deducted from the payment to be made to the service provider.

19. The vehicle should be kept with sufficient stock of fuel. However, if in case of any emergency, if any officer refuels on payment by him, the same should be reimbursed by the service provider on production of the bill immediately. In the event of the vehicle hired by the Service provider developing technical problems, the service provider should ensure that a replacement vehicle is provided to the Service provider immediately and the vehicle should be repaired immediately at the cost of the service provider. Further, in case the service provider fails to make any alternate arrangement within one hour of breakdown, the Department is at liberty to hire another vehicle from the market and the additional cost incurred on account of such hiring should be borne by the service provider or will be deducted from the hire charges payable to the service provider.

20. The agreed hire charge includes cost of repairs, cost of fuel, taxes and other maintenance charges and all other incidental expenses.

21. In case of any accident, all claims/damages arising therefrom shall be borne by the service provider and the Department/Service receiver will, in no way, be responsible for any liability arising thereof.

22. The service provider shall undertake to indemnify the Service receiver against all damages/charges arising on account of or connected with negligence of the service provider or his drivers/staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public

or to any person or in executing the work or otherwise and against all claims and demands arising thereof. The Service receiver will not be under any obligation, legal or otherwise, to provide employment to any of the personnel of the service provider during or after the expiry of the hire period. The Service receiver shall not be responsible financially or otherwise for any damages to the vehicle or injury to the driver or person deployed by the service provider during the course of hire.

23. The vehicles shall be deemed to be at the disposal of Central Tax Department and the billing shall be charged from reporting place to relieving place. Without prejudice to this, however, in case of requirement / need / emergency, the vehicle shall be made available at any time of the day/night, as desired by the Service receiver. The vehicles should invariably be parked in the office premises of the Service receiver. In case any vehicle does not report to Service receiver in time on any given day, this office would impose a penalty of Rs. 500/- and the amount would be deducted from payment to be made to the service provider.

24. A contract shall be entered into between the successful bidder and the Service Receiver as per the above-mentioned terms and conditions. The contract between the Service provider and Service receiver can be cancelled with a notice period of 30 days from either side on breach of any of the terms & conditions of the contract. Further, the contract may be considered for extension by mutual agreement for such further period as may be agreed upon and subject to the satisfaction and sole discretion of the service receiver.

25. No revision of rates other than that already agreed upon shall be entertained during the period of contract. The billing will be done on monthly basis and monthly bills in triplicate shall be submitted to the concerned Reporting Officer(s) within 1st week of every following month. The taxes like TDS etc., deductible as per law would be deducted from the bill payable. The usage of any of the vehicles can be stopped at any point of time without assigning any reasons.

26. Any matter during the period of agreement, which has not been specifically covered by this agreement, shall be decided by the Commissioner of Central Tax, Appeals-I GST Commissionerate, Bangalore, whose decision shall be final, conclusive and also binding on both the parties.

27. In case of any legal dispute, the decision the Commissioner of Central Tax, Appeals-I GST Commissionerate, Bangalore, shall be final. However, in case judicial redress is sought for, the jurisdiction of Bangalore Courts shall apply.

28. The interested service provider may submit their bid complete in all respects in a sealed cover addressed to the Commissioner of Central Tax, Appeals-I GST Commissionerate, Bangalore, at the addresses mentioned in Para 1 above. The bids should be superscribed as 'Quotation for Hiring of Vehicles'.

29. This office reserves the right to postpone or extend the date of receipt / opening of quotations or to accept or reject any or all of the bids without assigning any reasons thereof. In case of any doubt or need of any inquiry, the bidders may contact the undersigned on any working day.

30. The Bidder and the driver shall be bound to carry out the instructions of the department as well as of the competent officers to whom each vehicle is assigned.

31. A daily record indicating time and mileage for each vehicle shall be maintained by the driver as per the Trip Sheet and will have to be certified by the competent authority of the Department.

(Francis Xavier Raja B)
Assistant Commissioner

