

**OFFICE OF THE COMMISSIONER OF INCOME TAX (APPEALS-5), KOLKATA,
6 Floor, Aayakar Bhawan, Chowranghee Square, KOLKATA.**

No. CIT(A)-5/Staff Car/2019-20/

Dated: 14/02/2020

LIMITED TENDER NOTICE

The Commissioner of Income Tax (Appeals)- 5, Kolkata, intends to hire a mid-sized Staff Car for official use of CIT. The car should be a brand-new premium sedan.

2. Hiring shall initially be for a period of three years (36 months) from the date of commencement of contract and can be extendable for a further period of up to one year, subject to satisfactory service rendered by the concerned vendor and solely at the discretion of this office.
3. Reputed transport contractors, tour/taxi operators or any Govt. or semi Government enterprise having requisite vehicles should furnish their tenders (technical and financial bids) latest by 4/3/2020 at 03.00 P.M. in the office of the undersigned (Room No.- 6), 6th floor, Aaykar Bhawan, Chowranghee Square, Kolkata. Bid document and terms and conditions of hiring of vehicles may be obtained from the Office of the Commissioner of Income Tax (Appeals)- 5, Kolkata, 6 floor, Aayakar Bhawan, Chowranghee Square, Kolkata. The terms & conditions should be thoroughly gone through and considered before submission of bid.
4. Tenders/bids will be opened on 4/3/2020 at 04.30 P.M. in front of the bidders or their authorized representatives by a designated committee and the results will be announced after due evaluation by the committee. The successful bidder will be required to provide services, preferably, with effect from 15 March, 2020.
5. The Commissioner of Income Tax (Appeals)- 5, Kolkata, reserves the right to reject any application(s)/quotation without assigning any reason whatsoever.

(Gauri Shankar Sah)
Head of Office
O/o Commissioner of Income Tax
Appeals – 5, Kolkata

**OFFICE OF THE COMMISSIONER OF INCOME TAX
(APPEALS)-5, KOLKATA
6 Floor, Aayakar Bhawan, Chowranghee Square, KOLKATA**

No. CIT(A)-5/StaffCar/2019-20/_____

Dated: 14th February, 2020

Detailed Terms and Conditions for Hiring of Staff Car

(Pr. CCIT, Kolkata order No. PrCCITWB&S/ADMN/PLO/1/Allotment&Withdrawal/2019-20/487-542 dated 25/10/2019 and CBDT OM F.No. G/1/2019-IFU/EC-II dated 11/2/2019)

The office of Commissioner of Income Tax (Appeals)- 5, Kolkata, intends to hire a mid-sized Staff Car for official use of Commissioner. The car should be a brand-new premium sedan.

2. Hiring shall initially be for a period of three years (36 months) from the date of commencement of contract and can be extendable for a further period of up to one year, subject to satisfactory service rendered by the vendor and solely at the discretion of this office.

3. Staff Car – Make, Model and Condition

- i) The staff car to be hired will be a brand-new car. It will be either a Honda City (VX or ZX or better) or Toyota Yaris (VX or better) or Hyundai Verna (SX or better) or any other make of the similar value, standing and features and should be the higher end model with all the latest premium and safety features (like air-bags, GPS etc). The selected vendor will procure a brand-new car and provide the same for services to this office.
- ii) However, in the beginning, to provide the vendor some time to procure a new car, the vendor can opt to provide an older car for up-to two months from the start of the agreement period, during which period he will procure a brand-new car and provide the same. This stop-gap arrangement car, however, should be the similar model/make and should not be older than one year, ie, should have been purchased after 1 January 2019. An intention to this effect should be mentioned by the vendor in the technical bid. Preference will be given to those vendors who would provide the new car at the earliest.
- iii) The car should fulfill all government compliance requirements and should conform to the latest BS (Bharat Stage) emission norms. It should preferably be petrol engine car. The color of the vehicle should preferably be white. It should have all the premium features available in the models.

4. Terms of Use

- i) The vehicle shall be used exclusively by this office i.e., as staff car for the Commissioner of Income-tax (Appeals)-5, Kolkata, and will not be used by the vendor for any other purposes till it is on hire. It is reiterated that the vendor will not utilize the vehicle for any other purpose whatsoever.
- ii) The vehicle will be at the exclusive disposal of the Commissioner of Income-tax (Appeals)-5, Kolkata, to whom it will be available as staff car round the clock, every day of the year. Usually the driver will be required to report at 9 A.M., and generally be on duty till 8 P.M., but this is only indicative.
- iii) The car will be parked at the designated place assigned by this office/officer after the duty for the day is over.

- iv) Fixed hire charges will be paid to the vendor that would be for the whole month. This amount would be decided by the open bidding process. Within this charge, the vehicle will be subjected to maximum monthly usage of 2500 km. Any unutilized kms will be carried forward and set off in the succeeding months. In case the car has been used for more than 2500 km in any/many months, the vendor would be paid extra amount on proportional basis.
- v) Maximum monthly hire charges have a ceiling of Rs.50,000/- (this is exclusive of all taxes) (Ministry of Finance, CBDT OM F No. G/1/2019/IFU/EC-II dated 11/2/2019). However, the liability of the Department is limited to the contract value only, which shall be decided on the basis of open bidding. The vendor will bear all running, including fuel and oils, as well as maintenance expenses of the car. Obviously, the vendor will also pay the required salary and wages to the driver.
- vi) All legal and compliance obligations in respect of the vehicle i.e., Road Tax, RTO permissions, Emission Test Certificate, proper driving license of the driver etc. will be the responsibility of the vendor. All the required documents should always be kept in the car and driver should be aware of it.
- vii) The contractor shall ensure that the vehicle has comprehensive insurance.
- viii) In case of vehicle breakdown, a substitute vehicle shall be provided by the contractor immediately. In case vehicle does not report within the reasonable time or does not report at all, the office would have right to hire a vehicle from the market and the additional cost incurred by the office will be borne by the contractor. In case neither a substitute vehicle is provided nor a vehicle could be hired by the Department, proportionate contract charges are liable to be deducted from the contract charges payable, in addition to the penalty levied as indicated below.
- ix) In case of any accidents, all the claims/damages arising out of it shall be met by the vendor. The contractor will be responsible for any loss/damage to property or life because of negligence of driver or poor maintenance of vehicle or due to an accident. The department will not be responsible for any such loss.
- x) A log-book specifying the daily reporting and relieving time as well as daily opening and closing kilometer reading and other details as may be specified by the department shall be maintained by the driver, and would be placed before the PS to Commissioner from time to time for inspection and verification. At the end of every month, a consolidated log sheet specifying the above details would be submitted to this office along with the monthly bill.
- xi) The car will be kept clean and odor free, suitable for official use. Towels should be provided for covering the seats.
- xii) The car should be regularly serviced and should be kept in well running and maintained condition.
- xiii) All expenses relating to salary and allowances of the driver, over time payment, maintenance of vehicle, fuel, oil or and any other expenditure related to the vehicle and the driver will be borne by the Contractor. The department will not be responsible for any expenditure related to the running/ maintenance/repair etc. of the vehicle.

5. Driver

- i) The Drivers should have minimum 3 years of experience of driving. He should have proper valid driving licenses issued by a competent authority. He should also be at least class X pass.
- ii) Driver will always wear the prescribed uniform i.e. light blue or white shirt with navy blue or black pants and black shoes. He can also wear a safari suit of white, khaki or off-white color. It would be the responsibility of the vendor to provide three set of uniform, including shoes to the driver. Driver would be responsible to keep the uniform washed and cleaned.

- iii) Driver should be well versed with the roads and the places in Kolkata and should have good experience of city driving.
- iv) Once the driver has been assigned, he cannot be changed by the vendor without proper prior approval of the office of CIT(A)-5, Kolkata.
- v) Driver shall be provided with mobile phone, and he should always be available on phone (24x7, every day). The mobile handset will be provided to the driver by the vendor, and the vendor will also provide the necessary monthly payment for recharging the mobile connection of the driver.
- vi) Driver should be courteous, well behaved, decent and professional. He cannot have any police record or criminal cases against him and should not have any past history of accidents/crime. The vendor would be responsible for providing a police verification certificate before a driver is assigned for duty.
- vii) Generally, one weekly holiday will be given to the driver, except on any call for duty by the officer. The general duty hours of the driver would be from 9 am till 8 pm. However, on many occasions, the driver may have to report early and would be relieved late, depending on the requirements of the officer. On occasions, outstation trips will also have to be undertaken. For all such duties, the driver will have to be suitably compensated with overtime payments as per government labor rules at the time being in force.
- viii) Driver would be paid at least the minimum wages as prescribed by central or West Bengal government authorities, and the vendor would be solely responsible for making suitable monthly payment to the driver in compliance of the law, as well as any overtime required to be paid. This office would welcome any salary/wage payment to the driver over and above the minimum wages prescribed by the government authorities. Further, the vendor would also be responsible for paying and depositing other statutory social security and pension/provident fund contribution on behalf of the driver. Failure to do so would result in termination of contract.
- ix) Salary and wages of the driver shall be paid by the vendor by 7th of each month, and there should never be any delay in this. The timely payment to the driver is essential and it will be independent of whether the monthly bills of the vendors has been passed and cleared or not by this office or other government offices. The payment of driver's salary and wages should not be affected by the delays in payment of bills of vendors. The business risk is that of the vendor, not of the driver, who is a wage earner.
- x) The driver employed cannot be changed by the vendor without prior approval of this office. Any such request by the vendor must specify the reasons the driver is being changed, which will be considered by this office and then a decision would be conveyed to the vendor. However, if the services of the driver are not satisfactory, this office may ask the vendor to find a suitable replacement, which will be complied with without any delay.

6. Other Terms and Conditions

- i) A consolidated bill for the whole month will be submitted to this office by the vendor after completion of each month. Along with the bill a photo copy of the log-book for the month, in respect of which the bill has been prepared, should also be submitted.
- ii) TDS will be made as per law.
- iii) The contract can be terminated by this office at any time after giving fifteen days notice without assigning any reason by the Department.
- iv) The contract can be terminated by the vendor without assigning any reason by giving a notice of two month to this office.

- v) Contractor should be registered with the authority concerned of state or central Government and should fulfill the conditions prescribed in relevant central and state government laws.
- vi) The vendor may be called for negotiation on make, model and rate quoted, if deemed fit by the Department.
- vii) Any matter during the period of this agreement, which has not been specifically covered by this terms and conditions, shall be decided upon by this office whose decision shall be final and conclusive.
- viii) In case of any dispute, the jurisdiction of Kolkata courts shall apply.
- ix) This agreement will be in force for a period of thirty-six months from the date of award of the contract i.e. likely from 15 March 2020 to 14 March 2023, subject to periodic review of the performance. It can be extended up to one more year, solely at the discretion of this office.
- x) In case of non-compliance of various terms and conditions of contract, a penalty may be levied. The penalty for some of the defaults is as under:

Nature of default	Penalty
Late Reporting	50% of Proportionate contract charges per day.
Non-Reporting	50% of Proportionate contract charges per day.
Poor maintenance of vehicles	Rs.2000/- per month.
Refusal of duties	100% of Proportionate contract charges per day.
Non-observation of dress code	Rs.100/- for first instance and Rs.200/- for subsequent instances.
Change of drivers without permission	Rs.1000/- per instance.
Vehicle kept unclean	50% of Proportionate contract charges per day.

7. Qualified Bidders and Bidding Process

- i) The Bidders should be reputed service providers. They must be income tax and GST registered vendors and have all the necessary licenses from government for operating and running such service.
- ii) The bidders should be **owner of at least ten vehicles/cars** which have been placed on hire to different government/other organizations. All these vehicles/cars should be owned by the bidder firm/individual and should not be taken on hire/rent/leased from some other firm/third party. A declaration to this effect has to be given by the bidder in the technical bid form, which will subsequently be verified by this office. Bidders are welcome to give further details of these vehicles with the technical bid document itself.
- iii) The bidders should submit a technical bid and a financial bid, both sealed in separate envelopes, both of which should then be sealed in an outer envelope. The format of Technical and Financial bid is given in this document and only that should be used to submit the bids, also enclosing therein necessary supporting documents.
- iv) The technical bid should contain general details about the firm, its financial history, its registration and other details related to various legal and statutory compliances, and all the supporting documents should be enclosed with the technical bid.
- v) The technical bid should also contain the details of the stop-gap arrangement car which the vendor intends to provide during the three month's period during which the vendor will procure the brand-new car.
- vi) The financial bid should contain the vehicle make/model which the vendor is willing to provide, and he should also quote a figure for monthly hire. The maximum ceiling for the hire charges is Rs. 50,000/- per month (this ceiling is exclusive of all taxes).
- vii) Only those bidders who have been declared qualified in the technical bids would be evaluated for financial bid. Financial bids of only such qualified bidders would be

opened. The lowest bidder, who has quoted the lowest figure for hiring charges, would be declared as successful in the bidding process. This successful bidder would be required to enter into agreement with this office within a week and would provide the services as per terms and condition of this document/agreement so entered based on this tender's terms and conditons.

- viii) Reputed transport contractors, tour/taxi operators or any govt. or semi government enterprise having requisite vehicles should furnish their tenders (technical and financial bids) latest by 4/3/2020 at 03.00 P.M. in the office of the undersigned (Room No.- 6), 6th floor, Aayakar Bhawan, Chowranghee Square, Kolkata. Bid documents and terms and conditions of hiring of vehicles may be obtained from the Office of the Commissioner of Income Tax (Appeals)- 5, Kolkata, 6 floor, Aayakar Bhawan, Chowranghee Square, Kolkata. The terms & conditions should be thoroughly gone through and considered before submission of bid.
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- x) The Commissioner of Income Tax (Appeals)- 5, Kolkata, reserves the right to reject any application(s)/quotation without assigning any reason whatsoever.

(Gauri Shankar Sah)
Head of Office
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No. CIT(A)-5/StaffCar/2020/

Dated _____/2020

Technical Bid Proforma for hiring of Staff Car for CIT(A-5)

S.No.	Information Needed	Response
1.	Name and address of the firm/individual/company	
2.	PAN	
3.	GST No.	
4.	State govt. registration no.	
5.	Last three year's average turnover	
6.	Last three years income tax details (net income and taxes paid) enclose copy of three years return of income	
7.	Number of vehicles owned and operated (may enclose supporting documents)	
8.	Offices/organizations where vehicle hiring services are currently being provided	
9.	Do you want to utilize the stop-gap arrangement (Yes or No). If yes, for how many weeks?	
10.	Details of stop-gap arrangement car (include copies of registration certificate, PUC, NOC etc)	Make Model Registration No. Date of purchase Total km reading

Please enclosed all necessary documents in support of claims/information provided above.

Sign
Name and address
Date/Place

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No. CIT(A)-5/StaffCar/2019-20/

Dated _____/2020

Financial Bid Proforma for hiring of Staff Car for CIT(Appeal-5)

The car model which the vendor would prefer to give (please tick all the models you can provide)	Financial bid – hiring charges per month(In Rupees) in words and in figures (cannot be more than Rs. 50,000)
Honda City (VX/ZX or above)	(this figure should be exclusive of all taxes, i.e., should not include taxes)
Hyundai Verna (SX or above)	
Toyota Yaris (VX or above)	
Other (provide make and other details)	

Signature of the authorized person:

Name:

Firm's Name:

Address:

Mobile/Phone