



Office of the Addl. Commissioner of Income tax, Aluva Range,  
KAP Commercial Complex, R S Road, Aluva P.O, Ernakulam- 683101  
Telephone: 0484-2628950 , 2624062,2624914

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Dated 07-03-2018.

## **OPEN TENDER NOTICE**

### Hiring of Vehicles by the Income Tax Department.

The Joint Commissioner of Income Tax, KAP Commercial Complex, Aluva invites quotation in sealed covers from reputed parties latest by 5 pm on 19-03-2018 for hiring of two vehicle in the mid sized segment or similar model vehicle for use in this office under the jurisdiction of the Joint Commissioner of Income Tax, KAP Commercial Complex Aluva for one year w.e.f.1<sup>st</sup> April 2018 or the date of final processing of the tender bids whichever is later.

The quotation should be sent in sealed covers superscribed as “**Quotation for hiring of vehicles**” marked as ‘**confidential**’ should reach the office of “The Joint Commissioner of Income Tax, KAP Commercial Complex Aluva” within the prescribed time. The quotation should clearly mention the rate, specifying the particular model in each case. If any vagueness is noticed regarding the rate and/or the model, the tender is liable to be rejected without offering any explanation. The bid shall consist of two parts-Technical Bid and Financial Bid. Both the bids are to be placed in two separate sealed envelopes (clearly superscribing ‘**Technical Bid**’ and ‘**Financial Bid**’) which in turn are to be placed in one sealed cover. The Bids of all the parties whose Financial Bid is not in a separate sealed cover or the rates quoted by them finds mention in their Technical Bid shall be rejected forthwith. The Financial Bids shall be opened at 10.30 am on 20-03-2018 at the office of the Joint Commissioner of Income Tax, KAP Commercial complex Aluva in the presence of the parties or the authorized representative of the interested parties, if they make themselves available at that time.

Detailed tender documents can be downloaded from department website <http://www.incometaxindia.gov.in> or can be collected from the office during working hours.

( V. SRINIVASARAJ)  
Joint Commissioner of Income Tax,  
Aluva Range, Aluva.

Annexure - I  
General Terms and Conditions

**For Bidder:-**

- 1) The bidder should have one year experience in the field of hiring cars to reputed concerns/government establishments/PSUs.
- 2) Bidder has to submit both the Technical and Financial Bids in separate sealed covers marking 'Technical' or 'Financial' and it is to be addressed to the Joint Commissioner of Incometax, Aluva Range, Aluva -683101. Bids will be accepted up to **5 p.m on 19/03/2018**. Bidders should submit the technical bid as well as the financial bid in Annexure - III & IV with prescribed supporting materials.
- 3) Bids received will be opened at **10.30 a.m on 20/03/2018**.
- 4) Bidders have to furnish a demand draft favouring the Joint Commissioner of Incometax, Aluva Range, Aluva, for Rs. 1,000/- (Rupees One Thousand Only) (non-refundable) in a separate cover along with the two sealed covers titled 'Financial Bid' and 'Technical Bid'.
- 5) The bidders also have to furnish Earnest Money Deposit of Rs. 10,000/- which is refundable, if the bid is not accepted. This will be refunded within 2 working days from the date of opening of the tender.
- 6) In respect of the successful bidder, the Earnest Money Deposit will be returned after submission of performance guarantee as specified in Clause 2 of General Terms and Conditions of Contractors.
- 7) The Demand Draft/Banker's cheque for EMD should favour Joint Commissioner of Incometax, Aluva Range, Aluva.
- 8) The bidder has the right to be present at the time of opening of the tender by a Committee constituted for the purpose. The financial bids of only those bidders who technically qualify will be opened.
- 9) The vehicles will be taken by the Income Tax Department on contract basis from the successful bidder as per General Terms and Conditions for Contractors specified in Annexure II.
- 10) Each bidder will have to bid for a minimum of 1 car, as mentioned in the Advertisement.
- 11) Bid once submitted shall not be allowed to be withdrawn and any default on the part of the bidder after acceptance of bid shall be deemed to be non-compliance of terms of contract and Earnest Money Deposit of Rs. 10,000/- will be forfeited.
- 12) Where the bid is received after the due date (including on account of reasons of postal delay), the same will not be considered.

13) The successful bidder has to enter into a formal contract with the Joint Commissioner of Incometax, Aluva Range, Aluva or any officer designated by him on his behalf.

14) The Income Tax Department reserves the right to cancel/postpone the tender/contract procedure without assigning any reason there for.

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Annexure - II  
(To be signed and submitted to the Income Tax Department)  
HIRING OF VEHICLES FOR INCOME TAX DEPARTMENT  
General Terms and Conditions

**Definition:**

The term 'Contractor' herewith means the 'bidder' whose bid is accepted and who has to enter into an agreement with the Joint Commissioner of Incometax, Aluva Range, Aluva or any officer designated by the Joint Commissioner of Incometax, Aluva Range, Aluva to sign the agreement on his behalf, for supply of vehicles for use by the Income Tax Department as per terms and conditions agreed upon.

**Terms and Conditions**

- 1) The Contractor has to enter into a formal contract with the Joint Commissioner of Incometax, Aluva Range, Aluva or any officer designated by the Joint Commissioner of Incometax, Aluva Range, Aluva to sign the agreement on his behalf setting forth the terms and conditions of contract.
- 2) Performance guarantee in the form of Fixed Deposit from a Nationalized Bank/Bank Guarantee for Rs.10,000/- (Rupees Ten Thousand Only) for the vehicle for a period of 15 months is to be deposited by the successful bidder before signing of contract or by any other mode and manner that may be prescribed by the Income Tax Department.
- 3) The vehicles provided by the contractor as per the agreement should not be older than 24 months as on 19/03/2018.
- 4) The vehicles supplied should be duly registered with the Motor Vehicle Department and the Contractor will be solely responsible to fulfil all the conditions regarding the vehicles supplied to the department.
- 5) The vehicles will be hired on calendar month basis. The rate should be quoted (exclusive of GST ) for 2000 kms on a monthly basis. The billing for kms shall be made from the reporting place to the relieving place. The vehicle must be available at any time of any day as directed by the Department.
- 6) The vehicles provided by the contractor should be made available on all days including holidays and round the clock.
- 7) Unutilized mileage below the contracted limit of 2000 kms per month in respect of each vehicle will be first set off against the excess utilized mileage of any other vehicle of the contractor. After intra-adjustment among the vehicles net unutilized/excess mileage will be carried forward to the next month and will be set off in subsequent month till the contract is in force.

- 8) The vehicles provided to the Department shall be white in color. The drivers should be in uniform (white pants, white shirt and black shoe) while on duty.
- 9) The hired vehicles should not be used by the contractor or driver for any activity not covered by the contract. If it is found that there is violation, a sum of Rs. 1000/- will be deducted per instance of violation.
- 10) The contract will be for **a period of 12 months** with effect from the actual date of commencement and is renewable on mutual agreement for an additional period of 12 months (if found satisfactory) by the Income Tax Department, on the same terms and condition.
- 11) Where at the time of renewal of contract, any vehicle is older than 24 months, vehicles not older than 24 months are to be substituted.
- 12) The contract can be terminated by the contractor or the Income Tax Department, giving 30 days notice.
- 13) During the period of contract, no request shall be entertained for any hike in the agreed rates due to any reason.
- 14) The vehicles supplied by the contractor shall have permit to carry passengers. The contractor should comply with the Road Transport Authority (RTA) and other State Government Rules, regulations, etc. Any breach in these rules shall be at the complete risk of the service provider. The Income Tax Department will no way be responsible for any damages/losses/action incurred to the travel agency arising out of this contract.

Further, the Income Tax Department may insist from time to time produce the relevant documentary evidences pertaining to the vehicles, driver, etc., failing which the Income Tax Department will withhold the payments or terminate the contract.
- 15) In case of any accident, all the claims arising out of it shall be met by the Contractor.
- 16) The vehicles shall have comprehensive insurance and fitness as per RTA Rules.

17) Certified copy of RC Books, Insurance Certificates and drivers' driving licenses are to be given to the Department at the same time of signing the contract. Whenever a driver is changed, copy of the driving license of new driver is to be furnished.

18) The Contractor should provide driver(s) with valid driving license and mobile phone. The driver should have knowledge of city routes and should be able to communicate and understand Malayalam, English and Hindi. Any change of driver is to be intimated in advance.

19. In case of non-compliance of the above terms and conditions of contract, a penalty may be levied. The penalty for some of the defaults are as under:

Sl No	Nature of default	Penalty
1	Late Reporting	100 per day
2	Non-Reporting	500 per day
3	Refusal of duties	500 per day
4	Non-observation of dress-code	100 per day
5	Change of driver without permission	200 per day

20) The contractor shall provide replacement of vehicles within one hour in case of breakdown or servicing. In case replacement is not provided, the Income Tax Department will book similar vehicles from alternative sources and the expenses so incurred will be recovered from the monthly bill.

21) The vehicles provided should be invariably fixed with the Name Plates of the Department as "ON DUTY WITH INCOME TAX DEPARTMENT " in the front as well as rear side which is in conformity with Road Transport Authority rules and it should be strictly kept covered while the vehicles are being used by officers/officials other than to whom the vehicles are allotted or when the vehicle is not being used by the Department.

22) The basic fixed monthly hire charges shall cover the fuel charges for vehicles, repairs and maintenance, insurance, permit, driver's salary and allowances including night batta, toll charges etc.

- 23) Bills are to be submitted on monthly basis before 5<sup>th</sup> of every succeeding month by the contractor to the Joint Commissioner of Income Tax Aluva Range, Aluva. Each bill is to be attached with a trip sheet following full particulars of travel duly countersigned by the officer using the vehicle/head of office of the office to which the vehicle is attached. Payment will be made by ECS, after statutory and other deductions.
- 24) The vehicle taken on hire will have to be parked either in the office premises.
- 25) The Income Tax Department reserves the right to deduct Rs.500/- per instance for deficient service. Deficient service includes, (a) late arrival of vehicles/ drivers; (b) vehicles not made available as and when needed; (c) not parking the vehicles at designated place; (d) vehicles not cleaned properly; (e) refusal to activate air conditioning; (f) refusal to ply the vehicle. Additionally the Income Tax Department reserves the right to deduct actual loss in the event of any other deficient service as determined by the Joint Commissioner of Income -tax, Aluva Range, Aluva. The above deductions will be made from the monthly bills.
- 26) The contractor to whom contract is awarded should furnish the name, address and contact number of a person with whom the department/Controlling officer (of the Department) should contact, in case of any problem faced with regard to service being provided by such contractor on daily basis.
- 27) The contractor is forbidden from entering into any sub contract with other owners of vehicles. The contractor should be the sole owner of the vehicle.

Arbitration:-

- (a) In the event of any question, dispute or difference arising under this agreement or in connection therewith, except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Joint Commissioner of Income Tax-Aluva Range, Aluva or in case his/her designation is changed or his/her office is abolished then in such case to the sole arbitration of the officer for the time being entrusted, whether in addition to the functions of the Joint Commissioner of Income Tax Aluva Range, Aluva or by whatsoever designation such officer may be called (hereinafter referred to as the said officer) and if the Joint Commissioner of Income Aluva Range, Aluva or the said officer is unable or unwilling to act as such, the sole arbitration or some other person appointed by the Joint Commissioner of Income Aluva Range, Aluva or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

- (b) There will be no objection to any such appointment that the arbitrator is a Government servant or that he/she has to deal with the matter to which the agreement relates or that in the course of his/her duties as Government Servant he/she has expressed views on all or one of the matters under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his/her office or being unable to act for any reasons whatsoever such Joint Commissioner of Income Aluva Range, Aluva or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his/her predecessors.
- (c) The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- (d) The venue of the arbitration proceeding shall be the office of Commissioner of Income Tax-1, Kochi, or such other places as the arbitrator may decide.

28) Court Jurisdiction:-

All disputes arising out of or in any way connected with the agreement shall be deemed to have arisen at Kochi and only courts in Kochi shall have jurisdiction to determine the same.

Accepted the terms and conditions

Signature of the authorized signatory

**ANNEXURE – III – TECHNICAL BID**

**[To be signed and submitted to the Joint Commissioner of Income tax, Aluva Range, Aluva]**

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1. Name and address of registered agency :
2. Name and address of owner :
3. PAN & GST Registration [copies to be annexed] :
4. Details of previous experience in Govt. Department/Public Sector Units/others with due certificates Issued by concerned said Authorities. :
5. Details of vehicles in possession As on day (with model, registration number & date of registration) :
6. Details of DD of Rs. 1000/- as per Tender document (non-refundable) :
7. i) Details of DD for Rs. 10,000/- (EMD) :  
ii) Details of exemption of payment of EMD :
8. Whether you or any of your relatives working in the Income Tax Department :
9. Any other remarks :

10. Check list of documents to be attached (Please tick if attached)

- |   |   |                          |
|---|---|--------------------------|
| (a) Copy of PAN Card & GST Registration   | : | <input type="checkbox"/> |
| (b) DD for Rs. 1000/-   | : | <input type="checkbox"/> |
| (c) DD for Rs. 10,000/- OR Exemption details  | : | <input type="checkbox"/> |
| (d) Copy of registration certificates of the vehicles   | : | <input type="checkbox"/> |
| (e) Copy of certificates as per item 4 above  | : | <input type="checkbox"/> |
| (f) Copy of Commercial/ Taxi permit   | : | <input type="checkbox"/> |
| (g) Copy of Annexure II duly signed (all pages) as a token of acceptance of conditions in the event of awarding of contract | : | <input type="checkbox"/> |

Signature of the Owner/Authorised Signatory\_\_\_\_\_

Full Name\_\_\_\_\_

Name of Travel Agency\_\_\_\_\_

Phone: Land line\_\_\_\_\_

Cell No \_\_\_\_\_

Place:

Date:

**DECLARATION**

I hereby certify that the information furnished above is full and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not have any dealing with the Department in future.

**(Signature of authorized signatory)**

**ANNEXURE – IV –FINANCIAL BID -**

[To be signed and submitted to the Joint Commissioner of Income tax, Aluva Range, Aluva]

**Details of rates for hiring of car (A/C) on monthly basis.**

Sl.No.	Particulars	Rate (in Rupees)
1	Basic fixed monthly rent for 2000 kilometers per month per vehicle in Category – I (Mid-sized segment)*	
2	Rate per extra km when used beyond 2000 kilometers after adjustment as per contract conditions*	

\* Rate quoted shall be exclusive of GST or other tax.

**Signature of Authorised Signatory**

Full Name:\_\_\_\_\_

Name of the Travel Agency:\_\_\_\_\_

Cell No.:\_\_\_\_\_

Seal:\_\_\_\_\_

Place:

Date :

**DECLARATION**

I hereby certify that the information furnished above is full and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not have any dealing with the Department in future.

**(Signature of authorized signatory)**