

TERMS & CONDITIONS FOR HIRING OF EIGHT VEHICLES

1. The Office of the Addl. Director General(Vigilance)(West), CBDT, Mumbai (**hereinafter referred to as Department**) intends to hire **08(Eight)** "SX-4/ Ertiga/Rapid/Vento/Etios/Swift-Dezire or any other equivalent vehicle" (hereinafter referred to as vehicle).
2. The vehicles are proposed to be hired for a period of twelve months (on 6 days per week basis) with the option of extending it for a further period of twelve months at the discretion of the Addl. Director General (Vigilance)(CBDT), Mumbai.
3. **Eligibility Criteria :**
 - (i) This Invitation for Bids is open to owners or persons having effective control/ownership, of commercial vehicles. Copies of the relevant RC book of the vehicle proposed to be given on hire or any other relevant document proving effective control/ownership of the bidder over the vehicle, throughout the period of contract, should be submitted alongwith the bid to prove the ownership or effective control/ownership of the vehicle.
 - (ii) The Applicant Contractor should own or have effective control over at least 15 vehicles of the desired categories at the time of making application for the contract.
 - (iii) The Applicant Contractor's Annual Turnover derived from hiring of vehicles should not be less than Rs. 1 crore during F.Y. 2014-2015
 - (iv) The Applicant contractor should have an experience of running a fleet of commercial vehicles on hiring basis for at least 3 years.
 - (v) Any contractor whose contract for hiring of vehicles with any government department/office has been terminated by the said department, due to reasons such as default on the part of the contractor in providing proper service, not fulfilling any terms and conditions of the relevant contract etc. or who have opted out of the contract due to the reason that they are unable to provide effective service, will not be eligible to bid for this tender. If any such contractor does bid for this tender, his bid would be summarily be rejected.
 - (vi) All the vehicles proposed to be hired out to the Department by the applicant contractor should not have been manufactured before **01 January 2014** and the vehicles should be in good condition.
 - (vii) The Contractor should be registered with the authority concerned of State or Central Government, and should fulfil the conditions prescribed in Section 66 of Motor Vehicle Act, 1988 for hiring of vehicles.
4. The hiring charges should be specified (exclusive of Service Tax) for 1700 Kms. (reckoned from place of reporting to place of release) and 330 Hrs. on monthly basis (reckoned from time of reporting to the time of release) of vehicle. The charges for additional hours after 330 hours and additional distance after 1700 Kms. per month should also be specified. The hourly charges should also be specified in case any vehicle is required on Sunday (Kilometre and hours of Sunday will be included in the monthly limit of 1700 Kms and 330 hours respectively.)
5. The Contractor shall provide dedicated vehicles and drivers and any change in vehicle and/or driver should be made only in very exceptional circumstances. Replacement of the vehicle/ driver should be provided in the event of a break down of vehicle/ non availability of driver. The vehicle can be called for reporting at any time.

The vehicle would remain at the disposal of the department for all seven days in a week during entire contract period. The vehicle should not be used by the contractor or driver for any other organisation or individual either during day or night during the entire contract period.

6(a). The drivers to be employed by the contractor for these vehicles for all purpose shall be the employees of the contractor only. The Department shall have no relation whatsoever with these persons. Such drivers shall at any time and place have no right to make any claims whatsoever with the Department.

6(b). The drivers should have a driving licence with a minimum driving experience of 5 years and their antecedents should be duly verified by police authorities, at the instance of the contractor.

7(a). Payment of minimum charges agreed upon shall be made every month, provided that if the contract does not commence/end in the beginning/end of a month payment of minimum charges will be made on proportionate basis.

7(b) Payment shall also be made on monthly basis on the actual usage of the Vehicles by the Department, over and above the minimum charges agreed upon.

7(c) While computing the amount payable as per clause 7(b) above on account of extra Kms. over and above the agreed Kms. per month, i.e. 1700 Kms per vehicle, for one or more vehicle or vehicles, the total of unused Kms of other vehicles of the same applicant operator for that month shall be reduced. The bills will be prepared accordingly by the successful bidder.

Explanation: For the purpose of clause 7(c) unused Kms. would mean the difference between cumulative agreed Kms and the cumulative actual Kms, run by one or more vehicles of the contractor, if the cumulative actual Kms run by them is less than the cumulative agreed Kms.

7(d) The vehicle shall be deemed to be at the disposal of the Department during the period of official use and the billing for Kms and hours shall be made from the reporting place to the relieving place. In certain cases where relieving place is not the ordinary place of reporting, the ordinary place of reporting shall be deemed to be relieving place.

8. The liability on account of fuel, driver salary/allowances/perquisites and all expenses relating to the vehicle including insurance, toll charges etc. would, solely and wholly, be of the contractor and department shall not bear any liability apart from the hiring charges as specified in the terms of this document.

9. In case any expenses are incurred by the controlling officer/any representative of the Department for the purpose of fuel/penalty for violation of law by the driver or non compliance of rules/ stipulations by the vehicle, they shall be reimbursed by the contractor within 5 days of such payment. Failure to do so shall attract a penalty at the rate of Rs.500/- per day beginning from the 6th day of such payment.

10. In case of any mishap/accident, all claims and liabilities arising out of it shall be met by the contractor, including any damage to the Vehicle. The Department will not entertain any claim in this regard including any liability under the Motor Vehicles Act or the Indian Penal Code or under any other applicable law for the time being in force.

11. In case of non-compliance of the above terms and conditions of the contract, penalty may be levied on the basis of the certificate signed by the Controlling Officer. The penalties for some of the defaults are as under:-

| S. No. | Nature of default | Penalty Rs. |
|--------|--|--|
| 1 | Late Reporting, | Rs.100/- per day. |
| 2 | Non reporting on a particular day, after the deployment of the vehicle with the Department | Rs.1500/- per day plus the expenses incurred by the Officer or Officers in making alternative arrangement. |
| 3 | Poor maintenance of vehicles | Rs.3,000/- per month. |
| 4 | Refusal of duties | Rs.500/- per instance. |
| 5 | Non-observation of dress-code | Rs.100/- for first instance and Rs.200/- for subsequent instances. |
| 6 | Change of drivers without permission | Rs.200/- per instance |
| 7 | Poor Car condition/ Vehicle kept unclean/Non deployment of specified Car | Rs.500/- per day |
| 8 | Non deployment of substitute Vehicle | Rs.1500/- per day plus the expenses incurred by the Officer or Officers in making alternative arrangement |

12. In case a vehicle is not maintained properly, the same should be replaced with a good condition vehicle immediately. In case of failure to do so, it would be considered as non-reporting of the vehicle and penalty charges may be levied as given in above table in addition to deduction of proportionate contract charges.

13. 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 Department would have a right to hire a vehicle from the market and the additional cost incurred by the Department will be borne by the Contractor. In case, neither a substitute vehicle is provided nor a vehicle is 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 in para 11.

14. The above penalties and other charges that is required to borne by the Contractor due to any of the default committed as per the terms of this contract is liable to be recovered by the Department, on receipt of the certificate of the Controlling Officer, from the monthly hiring charges that are payable to the Contractor.

15. A log sheet specifying daily reporting and relieving time as well as daily opening and closing meter reading, for each vehicle, shall be maintained by the contractor. It shall be the duty of the Driver to obtain the signature of the officer to whom the Vehicle has been assigned on the said sheet. Failure to do so would result in non-payment of the hire charges for that day. The contractor should submit the duly filled log sheet signed by the controlling officer to whom the vehicle has been assigned as and when called for by the Department. Erasures and over-writings in the log sheet will not be taken into account unless countersigned by the officer to whom the vehicle has been assigned.

16. The billing will be on a monthly basis and the bill shall be in triplicate. It should be submitted on a working day to the Department latest by the 10th of the succeeding month. The billing shall be based on the log sheet entries. The kilometers and hours mentioned in the bill for a particular month should be certified by the controlling officer, to whom the vehicle has been assigned, as correct alongwith the certificate that the sum shown in the bill is payable. Failure to obtain the said certificate would result in the bill not being processed for payment as long as the said default continues. The

deduction of tax at source(TDS) as per applicable rates prescribed under the Income tax Act, 1961, shall be made by the Department from every payment made under this contract.

17. Notwithstanding the terms mentioned in clause 7 above, the maximum monthly payment that would be made by the Department, under the terms of this contract would be Rs.40,000/- per vehicle, per month, excluding service tax and any other Govt. levies etc. as is applicable from time to time. It will be the duty of the Contractor to bring to the notice of the Department and the Controlling Officer to whom the vehicle has been assigned whenever this limit is set to be reached.

18. The engagement/employment of Drivers and payment of remuneration to them as per the existing provisions of various applicable labour laws/regulations will be the sole responsibility of the successful bidder.

19. The drivers employed should satisfy the following conditions :

- a) Drivers should have driving license to drive the vehicle which is given on hire and also have minimum 5 years of experience of driving.
- b) Drivers should wear the prescribed uniform i.e. Light blue shirt with navy blue trouser and black shoes.
- c) Driver should be well versed with the roads and different localities of Mumbai City.
- d) Once the Driver has been allotted a particular Vehicle, he should remain with the same Vehicle for the entire period. Any change in the designated Driver should be intimated to the Officer concerned within 24 hours before such change is effected.
- e) Driver should be provided with mobile phone. All expenses for such mobile phone, including the service providers charges, should be borne by the contractor.
- f) Driver should be decent and well behaved and should not have any criminal cases against him and should not have any past history of accidents. The antecedents should be duly verified by the Police Authorities at the instance of the Contractor

20. The vehicle should always be kept clean and odour free, suitable for official use.

21. The Contractor to whom the contract is awarded, would furnish name, address and contact number of a person with whom the Department/Controlling officer should contact, in case of any problem faced with regard to services being provided by such contractor on day to day basis.

22. The Department has an option to cancel the contract by giving notice of 30 days in writing, without any compensation to the successful bidder. The successful bidder can also opt out of the contract premature by giving notice of 60 days in writing.

23. The Department shall not be responsible for the theft of Vehicle/parts/accessories while the Vehicle is on duty or even when it is parked within the Campus of the Department. The safe custody of the Vehicle and accessories shall be the sole responsibility of the successful bidder.

24. Any sum of money due to or payable to the successful bidder under this contract (including refundable deposits) may be appropriated by the Department and set off

against any claim of the Department for payment of any sum of money arising out of this contract or under any other contract of the successful bidder with the Department.

25. The successful bidder shall be required to sign the contract with the Department within three working days from the receipt of the letter of the Department intimating the successful bidder of the acceptance of his bid. The supply of the Vehicles shall commence from with effect from **15th December 2015**. The aforesaid dates may be extended at the sole discretion of the Department.

26. The bids are to be submitted in two parts in separate sealed envelopes, i.e. Technical Bid and Financial Bid. The Technical Bid in the specified proforma **as given in Annexure-A/A1/A2** along with Earnest Money Deposit instrument should be placed in one sealed envelope super scribed '**Technical Bid**'. The Financial Bid also in the specified proforma as given in **Annexure-B**, should be kept in a separate sealed envelope super scribed '**Financial Bid**'. Both the envelopes should then be placed in one single, sealed envelope super scribed '**Bid for hiring of eight vehicles by ADG(V)(W), CBDT, Mumbai**' and should be addressed to the Addl. Director General(Vigilance)(West), CBDT, Mumbai. The bidder's name, telephone number and complete mailing address should be indicated on the cover of the outer envelope. If the outer and inner envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. **If for any reason, it is found that the Technical Bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is enclosed in the envelope super scribed, "Technical Bid", the Bid document will be summarily rejected in the first instance itself.** The said envelope should be deposited in the sealed box kept for this purpose in Room No.342, Aayakar Bhavan, M.K.Road, Churchgate, Mumbai 400020, latest by **3.00 pm on 07.12.2015**.

27. A sum of **Rs.80,000/- (Rupees Eighty Thousand Only)** must be furnished as Earnest Money Deposit (EMD) through a bank draft favoring '**Zonal Accounts Officer, CBDT, Mumbai**'. The EMD must accompany the Technical bid, without which the bid will be treated as void and summarily rejected. The earnest money of the successful bidder will be refunded after the contract of agreement for supply of vehicles as per the terms of this document is signed between the Department and the successful bidder. For other bidders, the Earnest Money instrument will be returned within 7 days of the completion of bid evaluation. No interest will be payable on this deposit.

28. The Technical Bid will be opened on **07.12.2015** at **03.30 p.m.** by the Committee constituted by the Addl. Director General(Vigilance)(West), CBDT, Mumbai., in Room No.347, Aayakar Bhavan, M.K.Road, Churchgate, Mumbai 400020 in the presence of such bidders who may wish to be present. The Financial Bids of only those bidders, whose Technical Bids have been accepted by the said committee will be opened at **04.30 p.m.** on the same date, at the same location, in the presence of those who bidders whose technical bids have been accepted.

29. No bid will be considered unless the bid is made for supplying vehicles of the prescribed make and model for at least one year.


30. If the successful bidder/Contractor fails within the time fixed by the Department, to sign the contract on terms contained in this bid document or fails to supply the stipulated number of vehicles for hiring within the stipulated time, the contract may be cancelled by the Department and the said EMD may be forfeited. In such case, new tender will be floated.

31. Also bid once submitted shall not be allowed to be withdrawn and default after acceptance of bid shall be deemed to be non-compliance of terms of contract and also would be liable for forfeiture of EMD.
32. Any change in the ownership of the Vehicles or change in constitution of the concern shall be notified in writing to the Department immediately. It will be open for the Department to either continue/renegotiate the contract with new owners or cancel the contract.
33. In case of any dispute, during tender process, the decision of the Addl. Director General(Vigilance)(West), CBDT, Mumbai would be final and binding.
34. The Addl. Director General(Vigilance)(West), CBDT, Mumbai reserves the right to accept or reject any part of the tender or whole tender, without assigning any reason.
35. The Department reserve right to give the contract for the 08 "SX-4/ Ertiga/Rapid/Vento/Etios/Swift Dzire or equivalent vehicle" to the same contractor or to different contractors.
36. The contract would be awarded to the bidder who fulfills the technical conditions, as mentioned in Para 24 above, and who bids lowest in column No.1 of Annexure-B(Bid Form).
37. The contractor whose bid is accepted by the Department shall be the successful bidder. In the event of bid being accepted, the quotations (Annexure-B) and the Terms and Conditions mentioned in all the above clauses will be converted into a contract.
38. Submission of bid in response to this tender document by the Contractor would mean that the Contractor/Bidder is in agreement with the terms and conditions as mentioned above.
39. All the above conditions will be enforceable unless written order of the Department is obtained relaxing any specific condition.

Date : 06/11/2015

Place : Mumbai




(VARGHESE JOSEPH)
Dy. Director of Income-tax (Vig.) (HQ)
Western Region, Mumbai

ANNEXURE-A

TECHNICAL BID

| | | |
|----|--|---|
| 1 | Name, address and telephone No. of the Tenderer i.e. the Applicant Contractor | |
| 2 | Status of the applicant contractor i.e. Sole Proprietor, Firm, Company etc | |
| 3 | Permanent Account Number (PAN) | |
| 4 | Service Tax Registration No. | |
| 5 | Names and Address of the Proprietor/ Partners/Directors and their PAN | |
| 6 | Name, address and contact number of the person whom the Department/ Controlling officer should liaise for all matters with regard to services under this contract. | |
| 7 | Details of Vehicles owned by the Applicant contractor or having effective control over the vehicle in the below given format | To be given as per enclosed Annexure- A1 |
| 8 | Details of experience of the Contractor in giving vehicles on hire during the last three years | To be given as per enclosed Annexure- A2 |
| 9 | Annual Turnover during F.Y. 2014-15 (Copy of audited accounts should be enclosed as evidence) | |
| 10 | Details of Earnest Money Deposited | 1. Name of the draft issuing bank 2. Draft No. and date 3. Amount |

This is to certify that the information furnished is true and correct. I/We also certify that I/We have carefully read and understood the terms and conditions of the tender document and undertake to abide by them in the event of being given the contract.

Date :
Place :

(Signature of the Tenderer)
Full Name:
Title & Capacity
SEAL

ANNEXURE-B

FINANCIAL BID

[MONTHLY RATES EXCLUDING SERVICE TAX]

| S.No. | Description | Type/Model of vehicle. | Reg.No. of the Vehicle | Rate per vehicle (Rs.) |
|-------|---|------------------------|------------------------|------------------------|
| 1 | For 1700 Kilometres and 330 working hours per month. | | | |
| 2 | For every additional hour beyond 330 hours. | | | |
| 3 | For every additional Kilometre beyond 1700 kilometres. | | | |
| 4 | Extra hourly charges for Sundays (Kilometer and hours will be included first in monthly scheme of 1700 Kms and 330 hours) | | | |

Date :
Place :

(Signature of the Tenderer)
Full Name :
Title & Capacity
SEAL