

 <p>सत्यमेव जयते</p>	<p><b>OFFICE OF THE</b>  <b>COMMISSIONER OF INCOME TAX(APPEALS)-3,</b>  <b>ROOM NO. 220, 2<sup>ND</sup> FLOOR, AAYAKAR BHAVAN, CIVIL LINES</b>  <b>NAGPUR-440001</b></p>
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F.No. CIT(A)-3/NGP/Tender for hiring of Staff Car/2018-19

Dated: - 09/11/2018

**NOTICE INVITING TENDER FOR HIRING OF VEHICLES (STAFF CAR)**

The Commissioner of Income Tax (Appeals)-3, Nagpur, hereinafter in this document mentioned as Department, on behalf of the President of India intends to hire the following vehicles as Staff Car for office use for a period of 1 Year with effect from commencing on date of agreement with a provision of further extension of one year as per the terms and conditions of this tender document. Open tender Two Bid system is invited from reputed and competent parties as per the following instruction, terms and conditions.

Sr. No.	Particulars	Quantity Required	Type	Place of deployment of vehicle	Amount should not be more than
01	Honda City Car-VX/ Similar vehicle (Petrol) Brand New	01	Taxi/ Commercial	Nagpur	Rs.40,000/-

**Instructions and information to the bidders:-**

Tender papers can be collected from this office on all working days from **19/11/2018 to 28/11/2018 till 5.00 PM** on all working days on payment of Rs.500/- (Not Refundable ) by Demand Draft drawn on any scheduled bank in favour of the Zonal Account Officer (CBDT), Nagpur. The tender papers can also be downloaded from website [incometaxindia.gov.in](http://incometaxindia.gov.in) and can be submitted in this office along with DD of Rs.500/-

Quotes should be submitted in two bid patterns, i.e. Technical Bid containing technical and other details as per Annexure-I and Commercial Bid as per Annexure-II. Both the bids in prescribed formats along with required documents as prescribed should be placed in separate envelopes and sealed and super-scribed as **“Tender for Hiring of Vehicles(Staff Car)- Technical Bid”** and **Tender for Hiring of Vehicles(Staff Car)- Commercial Bid”** respectively. Both the envelopes should be placed in a single cover and super- scribed as “QUOTATION FOR HIRING THE VEHICLES(Staff Car) “and should be submitted to O/o the Commissioner of Income Tax (Appeals)-3, Nagpur, Room No. 220, 2<sup>nd</sup> Floor, Aayakar Bhavan, Civil Lines, Nagpur latest by **28/11/2018 before 5.00 P.M.** The bids will be opened on **30/11/2018 at 4.00 P.M** at the above mentioned office. Bidders or their representatives may remain present there at the time of opening of tenders. Bid documents incomplete or deficient in any respect will be rejected at the discretion of the CIT (A)-3, Nagpur. The financial bids of the bidders, whose technical bids are found to be invalid as per consideration the Tender Committee will not be opened/considered for the purpose of short listing or next stage of evaluation. The valid technical bids will be scrutinized by the Tender Committee constituted for this purpose to shortlist

the eligible bidders. Thereafter, the financial bids of the shortlisted bidders will be opened. The financial bid should accompany the **Earnest money Deposit of Rs.10,000/-(Rs. Ten thousand only)** in the form of Demand Draft of any scheduled bank payable at Nagpur drawn in favour of the Zonal Account Officer, CBDT, Nagpur. The bids without Earnest Money Deposit will be rejected. The EMD of unsuccessful bidder will be returned. The EMD of successful bidders will be converted as security deposit and will be kept for one year without interest.

Service of the vehicles is to be provided as per Terms and Conditions mentioned in Annexure III. Annexure –III duly stamped and signed should accompany the technical bids.

Sd/-  
(MAHUA SARKAR)  
Commissioner of Income Tax (Appeals)-3  
Nagpur

## Annexure-III

### The Terms and Conditions for providing Vehicle Services:-

1. Department will hire services of 1 (One) vehicle for Honb'le Commissioner of Income Tax (Appeals)-3, Aayakar Bhavan, Civil Lines, Nagpur of Honda City or similar make being of **2018 make** for official purposes and presently inviting bids from prospective parties for such purpose. Consideration/preferences will be given to vehicle in good condition & having advance features. The bidder/tenderer should be well established and an experienced agency /firm /individual having fleet of above mentioned vehicle (Staff Car). Contractors/ vendors having less than 3 (three) vehicles need not apply. The bidder/tenderer should not be an employee or ex-employee of the department. Similarly bidder should not be a firm in which substantive interest lies with the employee or ex-employee of the department.

2. **This contract shall be effective for 1 year with effect from commencing on date of agreement with a provision of further extension of one year as per the terms and conditions of this tender document** and on explicit approval by Department in this regard, unless terminated earlier for violation of any of the terms and conditions mentioned here in the tender documents.

3. **The make of the vehicle should be of the year 2018 in excellent condition.**

4. **Vehicle should be ownership of bidder. Vehicle in the name of other than bidder will not be permitted or eligible for bidding.**

5. The bidder should have minimum 3-vehicles in his fleet. The vehicle selected through tender process will be used exclusively for the Department's use for all seven days in a week. The Department prohibits using of selected vehicles by the vendor for any other purposes. **The vehicle is expected to ply within 2000 Km per month. In case the vehicles plies more than the monthly limits as above, additional amount would be paid to the vender as per agreed terms and conditions.** The mileage of vehicles would be counted from Department to Department, Nagpur. During the office hours, the vehicle shall be parked either in the office premises or at a place as decided by the Department, Nagpur.

6. The bidder should have valid GST Registration, with ITR of atleast **5 lakh** in the last three year. The quotes should be inclusive of all expenses such as monthly salary / charges of driver(s), repairs and maintenance of vehicle, insurance, RTO related levies/ duties/ taxes/Taxi permit etc., petrol/diesel, oil and also any other incidental expenses relating to vehicles including penalty, fine, recoveries etc. shall be borne by the bidder. The quotes should be inclusive of all Government levies and taxes but exclusive of **Goods and Service Tax**. (The Goods and Service Tax should be separately quoted and the quotation shall be inclusive of all expenses levies etc referred above)

7. The vendor shall supply only such vehicle in good and working condition and having desired safety features such as ABS, EBD/ESC, Alloy wheels, Powered windows /Breakings /Steering etc. in the given brand / model of the company and is registered as a commercial vehicle. The vehicle should be registered with the concerned authority of Central/ State Govt. a certificate to this effect should be provided with the technical bid document. **Also the conditions prescribed in section - 66 of Motor Vehicle Act, 1988 for hiring of vehicle should be fulfilled.**

8. The bidder should be well experienced and has completed work in Govt. Sector for at least of 5-years and enclose copy of such agreement. The Vendor shall ensure the road worthiness of the vehicle, ensure neat and clean condition of the vehicle with good upholstery, interiors and deodorants and regularly polished exterior at all times during the period of the contract. The vendor shall also ensure that the vehicle is in perfect running condition at all times during the currency of

the contract. The papers related to the vehicles including proper insurance papers of the vehicles should be available /kept in the vehicle.

9. **The successful bidder shall have to provide the ordered type and number of vehicle. However, in case the successful bidder expresses his inability or fails to supply the desired vehicle so required, , the EMD will be forfeited and can be blacklisted from this department for four years.**

10. Department reserves the right of selection of any particular type of vehicle over the other. Vehicles may be selected from one or multiple vendors.

11. In the event of the award of the contract to the bidder & prior to the execution of the contract, the Vendor shall produce the vehicle in the office of the Department for **physical verification/ inspection** before the signing of the contract along with Copy of Taxi Permit, Certified copies of RC book, Comprehensive insurance policy of the vehicle and receipt of road tax payment, photograph of the driver with their present and permanent address, mobile no. and copy of driving license of the driver. The vehicle should comply with all legal obligation prescribed under various statutory laws in force. **If the bidder failure to provide the vehicle i.e. Staff Car within 2 - weeks of award of contract, retender may be initiated for hiring the same.[**

12. The vendor would invariably produce all the documents as in the technical bid document (Annexure-I). The vendors shall also submit an attested copy of trade license, Bank statement and bank account no. , Bank and Branch name, Branch code, IFSC code and MICR code in the envelope containing the technical Bid documents.

13. The driver of the vehicle must possess valid driving license, and should be qualified experienced, and he must follow all traffic rules and attend the duties as and when such duties are assigned by this office. The driver shall possess at all times a mobile phone with two way communication in working condition. The charges for the mobile connection or mobile set shall not be met by this office. This office shall in no way be responsible directly or indirectly for any failure on the part of the driver to observe the traffic rules or otherwise. In case of any mishap / accident all claims and responsibilities shall be met by the Vendor. The Department will not entertain any claim whatsoever in this regard. The vendor will provide certificate of satisfaction regarding identity, character/Police Verification Certificate and antecedents of the drivers as per desired format of Department. The drivers shall wear uniform as directed by this office. The expenses of uniform will be borne by vendor.

14. During the currency of the contract the Vendor shall not change the dedicated vehicle or the driver as initially provided unless asked by this office. If due to any unavoidable circumstance either the vehicle or the drivers are both are to be replaced, the same is to be done after consent of Department. In case of break down etc. of vehicle, the same should be replaced with the similar class/type of vehicle immediately. If the Vendor withdraws the vehicle at any time for repairs or for meeting any other stipulations or otherwise without making proper alternative provision, this office shall be at liberty to hire a vehicle from market and in such a situation the charges for such hiring shall be deducted from the dues of the Vendor in addition to the levy of penalty of Rs. 1000/- (Rs one thousand only) per day per vehicle.

15. Department shall not be responsible for any damages whatsoever to public /private property and /or to any third person due to any accident arising out of and in the course of deployment of the vehicle.

16. Department shall pay only fixed agreed monthly charges and it's liability shall be limited to this value alone. No separate payment will be made for driver's salary, overtime or any other incidental expenditure such as fuel, repair, maintenance, taxes, registration charges, insurance

charges, periodic servicing, toll tax, parking charges etc and these expenditures shall be met by the vendor.

17. The vendor shall raise the bill on a monthly basis and submit this office in duplicate latest by 5<sup>th</sup> day of the month following the month in which such vehicle is used. In case of broken period of a month, pro-rata charges will be payable. **The vendor shall maintain log book and periodically get it signed by the user/representative of Department.** The bills shall be prepared on the basis of log book entries. Deduction of Tax at Source (TDS) & Goods and Service Tax (GST) as per applicable rates prescribed under the Income Tax Act, 1961 and GST Act, 2017 shall be made by this office from every payment/credit made to the vendor.

18. During the period of the contract no request for escalation of monthly charges will be entertained by Department for whatsoever reasons.

19. Department has an option to terminate the contract without assigning any reason whatsoever by giving a notice in writing, 15 days prior to the termination without any compensation to the Vendor. The Vendor can also terminate the contract by giving proper application in writing and a notice of one month in advance.

20. The vendor has to ensure that the drivers observe proper etiquette and protocol while performing their duty. He shall be neatly dressed, should wear uniform and be well spoken. Without proper authorization from controlling officer, the driver should not take away the vehicle.

19. The bidder/vendor and driver shall be bound to carry out the instructions of the Department as well as of the Officers to whom the vehicle is assigned.

21. The bidder should not have blacklisted or debarred by the Income Tax Department or any other Government Department and signing/subscribing to these terms and conditions is an undertaking to that effect.

22. The applicant bidder(s) and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the bidding process, Notwithstanding anything to the contrary contained therein, the Department may reject an application without being liable in any manner, whatsoever, to the applicant, if it determines that the applicant has directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice in the bidding process.

23. The bidder shall abide by all the extant laws related to taxes and levies as applicable to it. It will also comply with all existing Government regulation in respect of engaging of services of drivers, All legal obligation, in respect of the vehicle i.e. Road Tax, RTO Registration and permissions etc and in respect of the driver i.e. minimum wages as per Government Regulation, Social Security etc shall be the responsibility of the Contractor. Any penalty levied by any authority during the contract period shall be borne by the contractor.

24. In case of any failure or omission due to natural calamities, hurricanes or due to any statute or regulations of the government or because of any lock outs, strikes, riots, embargos for any political reasons or otherwise beyond the control of any party including war (whether declared or not) civil war or state of insurrection, the Department or contractor will give notice to other party at the earliest of the occurrence of such incidents that on account of the above event the notifying party has delayed the performance as it was beyond its reasonable control and it was not due to negligence or default on its part. The parties will be relieved of their respective obligations to perform, hereunder, for so long as the event of force major continues and to the extent their performance is affected by such an event of force major provided notices as above are given and the force majeure is established as provided herein above.

25. In the event of any question, disputes or differences arising between the parties, relating to the interpretation and application of the provision of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of Department. The decision of arbitration to the agreement in this regard shall be final and binding upon both the parties. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated/appointed by the Department, Nagpur and the person shall not be below the rank of CIT with the jurisdiction the Commissioner of Income Tax (Appeals)-3, Nagpur. The parties shall continue to perform their obligation under this agreement during arbitration proceedings.

26. The vehicle should carry suitable plate/card indicating vehicle on duty of Government of India, Income Tax Department; Nagpur shall be made and displayed by the Contractor subject to compliance of RTO Rules and Regulations.

27. A penalty of Rs.500/- per day will be levied in case of unapproved change of vehicle/driver non-satisfactory performance or lack of proper upkeep of the vehicle or non-observance of terms and conditions prescribed above. The number of days will be calculated on the basis of period during which the default continues or on the occasions of occurrence of the concerned events as applicable. However, in case of frequent violations of the terms and conditions, the contract can be cancelled forthwith without any notice.

28. **The unused kilometres of a month can be carried forward to the subsequent months till the contract ends. The unused kilometres would mean the difference between agreed kilometres i.e.2000 kms run in a month and actual kilometres run by one or more vehicles of the operator if the actual kms run by a vehicle is individually less than agreed kilometres.**

Declaration: - I/we hereby certify that I/we have gone through the above terms and conditions and in case of acceptance of our bid in full or part, I/we agree to accept such terms and conditions.

Place:-

Dated:-

Signature

(Name ;-.....)

Add:-

Mob No.:-

## ANNEXURE-I

### TECHNICAL BID DOCUMENT

1. Name of the Proprietor/ Registered Firm :  
/ company
2. Address of the concern :  
(With Tel No. Fax and E-mail)
3. Name and Address of the partners/ Directors :  
(With Mobile No.) (In case of firm/ company)
4. Contact Person(s) (With Mobile No.) :
5. No. of years of experience in providing :  
Vehicles
6. Details of vehicles that can be provided to O/o the Pr. CCIT, Nagpur (Please mention make, model, year and attach copies of RC Books) in the following tabular format:

Sr. No.	Make & Model of Vehicle	Year of Mfg. (Month & Year)	Registration No. of vehicle	Whether copy of RC Book submitted (Yes / No)

7. **Ownership details of the vehicle:-**

Sr. No.	Name of the Owner	Address	PAN	Remarks

8. **Financial standing of the vehicle:-**

Sr. No.	Whether purchase on cash/cheque or by bank finance	Amounts of loan taken	Name and address of Bank	Total payment made on installment

9. **List of Clientele (Please attach copies of work orders) in the following format:**

Sr. No.	Name and Address of the Client	Name & Mo. No. of the contact person	Period for which the Vehicles were / are given on hire	Number of Vehicles given on hire

10. Permanent Account Number (Please attach :  
Photocopy of PAN card and latest return A /d)
11. Goods & Service Tax Registration No. :
12. Details of DD towards cost of tender form :  
(Attach DD in case of downloaded form)
13. Details of EMD in the following format:

DD / Bankers Cheque No.	Date	Name of Bank	Amount

**DECLARATION**

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

Place:-

Dated: -

Signature

(Name ;-.....)

Add:-

Mob No.:-

## ANNEXURE - II

FINANCIAL BID DOCUMENT  
HIRING OF VEHICLES BY THE O/o CIT(A)-3, Nagpur  
RATE QUOTATION

1. Name of the Proprietor / Registered Firm / company :
2. Address of the concern (with Tel. No. Fax & E-mail) :
3. Contact person(s) (with Mob. No.) :
4. (a) Rates for various vehicles & their models :  
(Exclusive of service tax)
- (b) Goods & Service Tax for Staff Car Vehicle :

Sr. No.	Particulars	Amount in Rs.		
				Others* (Mention make)
1	Total Monthly hire charges for minimum of 2000 Km			
2	Rate per Km over and above 2000 Km			

\* Please quote for similar vehicle having carrying capacity of 4 or more with desired safety features  
Please mention make and corresponding rates, separate sheets can be provided.

Date  
Place

Signature  
Name  
Add;-

Mobile No.-

