



OFFICE OF THE
PR. COMMISSIONER OF INCOME-TAX NAGPUR-3, NAGPUR
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F.No. Pr.CIT-3/NGP/Operational Vehicle/Tender/2019-20

Dated: - 29.03.2019

NOTICE INVITING THE TENDER FOR HIRING THE VEHICLES

The Pr. Commissioner of Income Tax-3, Nagpur hereinafter in this document mentioned as Department, on behalf of the President of India intends to hire New Xylo - Model 2019 operational vehicles having seating capacity of 7 persons for office use for a period of two years from **01/05/2019 to 30/04/2021**. Open tender less than 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	<u>New Xylo - Model 2019</u>	01	Taxi/ Commercial.	<u>O/o Joint CIT, Chandrapur Range, Chandrapur.</u>	Rs.30,000/-

Instructions and information to the bidders:-

Tender papers can be collected from Pr. Commissioner of Income Tax-3, Nagpur and Joint Commissioner of Income Tax, Chandrapur Range, Chandrapur office on all working days from **03/04/2019 to 09/04/2019 till 5:00 PM** on payment of **Rs.200/-** (Non 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 the website www.incometaxindia.gov.in and can be submitted in the office along with demand draft of Rs.200/-. Bid documents are required to be submitted to the O/o Pr. Commissioner of Income Tax-3, Room No. 201, 2nd floor, Aayakar Bhavan, Civil Lines, Nagpur – 440001.

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- Technical Bid” and Tender for Hiring of Vehicles- Commercial Bid” respectively. Both the envelopes should be placed in a single cover and super- scribed as **“QUOTATION FOR HIRING THE VEHICLES FOR O/o JOINT COMMISSIONER OF INCOME TAX , CHANDRAPUR RANGE, CHANDRAPUR”**and should be submitted to the Income Tax Officer (HQ)(Admn)-3, O/o the Pr. Commissioner of Income Tax-3, Aayakar Bhavan, Civil Lines, Nagpur latest by **12/04/2018 before 5:00 P.M.** The bids will be opened on **22/04/2018 at 03: 00 PM** in office of the joint commissioner of income Tax, Range-4,Cabin, 2nd Floor, Saraf Chamber, Nagpur. 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 vehicle hiring committee. The financial bids of the bidders, whose technical bids are found to be invalid as per consideration of the Tender Committee will not be opened/considered for the purpose of short listing. 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. Each technical bid should accompany the **Earnest money Deposit of Rs.10,000/- (Rs. Ten thousand only) per vehicle**

: 2 :

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 bidder will be converted as security deposit and will be kept for two years without interest. **The contract shall be awarded to the vendor/service provider with the lowest bid for the above vehicles as per the terms & conditions mentioned in the tender documents.**

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-

(R.S.WAKODIKAR)
Income Tax Officer (HQ) (Admn)-3,
For the Pr. Commissioner of Income Tax-3,
Nagpur

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 vehicle that can be provided to O/o the Joint Commissioner of Income Tax, Chandrapur Range, Chandrapur (Please mention make, model, year and attach copy 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. 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

: 4 :

8. Permanent Account Number (Please attach :
Photocopy of PAN card and latest return A /d)
9. GST Registration No. :
10. Details of DD towards cost of tender form :
(Attach DD in case of downloaded form)
11. 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.CIT-3, Nagpur in future.

Place:-

Dated: -

Signature of the Applicant.

(Name ;-.....)

Address :-

Mob No.:-

ANNEXURE – II

FINANCIAL BID DOCUMENT
HIRING OF VEHICLES BY THE PR. CIT-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. Rates for various operational vehicles & their models :
(Exclusive of GST)

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		

Date :

Signature of the Applicant.

Place :

Name:

Address :-

Mobile No.-

Annexure-III

The Terms and Conditions for providing Vehicle Services

1. Department will have services of one New Xylo - Model 2019 operational vehicles having seating capacity of 7 persons for official purposes and presently inviting bids from prospective parties for such purpose. The bidder / tenderer should be well established and an experienced agency / firm / individual having fleet of above mentioned or similar vehicles. He should own **at-least 04** vehicles in his name. It should also **submit 03 (three) years** of work experience in Central Govt./ State Govt./ Undertaking Govt. With Completed work copies in his name.
2. The vehicle selected through tender process will be used exclusively for the Department for all seven days in a week. The Department prohibits using of selected vehicles by the vendor for any other purposes. The New Xylo Model 2019, operational vehicles having seating capacity of 7 persons is expected to ply within 2000 Km and 360 hours per month. In case the vehicles ply more than the monthly limits as above, additional amount would be paid to the vender as per agreed terms. The mileage of vehicles would be counted from Department to Department, Chandrapur. During the office hours, the vehicle shall be parked either in the office premises or at a place as decided by the Department, Chandrapur.
3. 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 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 GST. The firm should be GST Registered.**
4. The vendor shall supply only such vehicle which is **manufactured not before 01/02/2019 or the latest model** having desired safety features such as ABS, EBD/ESC, Alloy wheels, Powered windows /Braking /Steering etc. in the given brand / model of the company and is registered as a **taxi/commercial vehicle on or after 01/02/2019**. 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 fulfilled.
5. 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.
6. The successful bidder(s) shall have to provide the ordered type and number of vehicle(s). However, in case the successful bidder expresses his inability or fails to supply the total/desired number of vehicle(s) so required, the EMD will be forfeited and can be black listed from this department for four years. The option shall be given to the next higher bidder to supply the vehicle(s) / remaining number(s) of vehicle and so on.

7. Department reserves the right of selection of any particular type of vehicle over the other.
8. Preference will be given to the bidder who is ready to provide all the vehicles.
9. 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 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.
10. The vendors 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.**
11. The drivers of the vehicles must possess valid driving license and should be qualified and experienced. 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 and antecedents of the drivers as per desired format of Department. The drivers shall wear uniform as directed by this office. The expenses of the uniform will be borne by the vendor.
12. 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 or 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.
13. 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.
14. 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.

15. The vendor shall raise the bill on a monthly basis and submit this office in duplicate latest by 5th 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) as per applicable rates prescribed under the Income Tax Act, 1961 shall be made by this office from every payment/credit made to the vendor.

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

17. Department has an option to terminate the contract without assigning any reason whatsoever by giving a notice in writing of 30 days for failure on the part of the vendor to honour the terms and conditions of the contract without any compensation to the Vendor. The Vendor can also terminate the contract by giving a proper application in writing and a notice of 30 days in advance.

18. 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 as prescribed by the Transport Authorities 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.

20. This contract shall be effective for a duration of two year from the date of signing the contract as per the terms and conditions of this tender document unless terminated earlier for violation of any of the terms and conditions mentioned here in the tender documents. **The contract may be further extended for one more times on the same terms & conditions.**

21. The bidder should not have been 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 majeure continues and to the extent their performance is affected by such an event of force majeure 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 ACIT with the jurisdiction the Pr. Commissioner of Income Tax -3, Nagpur. The parties shall continue to perform their obligation under this agreement during arbitration proceedings.

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

27. A penalty of Rs.500/- per day per vehicle 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.**

29. The bidder must produce the proof of GST registration as well as earlier payment of service tax if any.

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 of the Applicant.

(Name ;-.....)

Add:-

Mob No.:-