

DIRECTOR OF INCOME TAX (INTERNATIONAL TAXATION), MUMBAI

TERMS AND CONDITIONS FOR HIRING OF VEHICLES

1. The office of the Director of Income Tax (International Taxation), Mumbai intends to hire 4 mid-sized vehicles and 4 small sized vehicles w.e.f. 01/07/2009, as per the terms and conditions herein below.
2. The vehicles are proposed to be hired for an initial period of one year (on 6 days per week basis) with the option of extending it for a further period of one year at the discretion of the Director of Income Tax (International Taxation), Mumbai, and with the stipulation for price variation only in respect of fuel (petrol / diesel) and that also beyond the initial period of 18 months, at mutually agreed upon rate.
3. The vehicles offered should be as under :

(a) Mid-sized vehicles		(b) Small-sized Vehicles	
(i)	Tavera	(i)	Tata Indica
(ii)	Bolero	(ii)	Wagon-R
(iii)	Innova	(iii)	Maruti Swift
		(iv)	Hyundai Getz

4. **Eligibility Criteria** :
 - (i) The Applicant Contractor should own at least 4 vehicles at the time of making application for the contract and should produce evidence to that effect.
 - (ii) The contractor should have experience of satisfactorily running of the vehicles for at least two years and the

evidence to this effect, including the list of clients should be furnished along with the Bid.

- (iii) The contractor who have been blacklisted on account of providing unsatisfactory service need not apply for the Bid.
 - (iv) The Committee screening the Bids will have the powers to award the contract to a person who is likely to honour the terms of the contract even if the Bid of the person may not be the lowest.
 - (v) The above conditions will not apply to Government or Semi Government Enterprises.
5. All the vehicles proposed to be hired out to the Income Tax Department by the applicant contractor should be in good conditions and should not have been manufactured before 1st of Sept 2007.
6. The rate should be specified (exclusive of Service Tax) for 1000 kms. (reckoned from place of reporting to place of release) and 300 hrs. on monthly basis (reckoned from time of reporting to the time of release) of vehicle on 6 days per week basis. The charges for additional hours after 300 hours and additional distance after 1000 km. per month should also be specified in the rate. The hourly rate should be specified in case a vehicle is required on the seventh day of week. (kilometerage on seventh days week will be included in the monthly limit of 1000 kms.)

7. 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 organization or individual either during day or night during the entire contract period.

8. 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 driver should be having Transport Licence, with a minimum experience of 5 years and their antecedents should be duly verified by police authorities, at the instance of the contractor.

9. (a) Payment of minimum charges agreed upon shall be made every month, provide 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.

(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.

(c) While computing the amount payable as per clause (b) above on account of extra Kms. over and above agreed kms per month, i.e. 1000 kms per vehicle, for one or more vehicle or vehicles, the total unused kms of other vehicles of the contractor for that month shall be reduced.

Explanation : For the purpose of clause 8(c) unused kms would mean the difference between cumulative agreed kms and the cumulative actual kms, run by one or more vehicles of the contractors, if the cumulative actual kms run by them is less than the cumulative agreed kms.

(d) The vehicle shall be deemed to be at the disposal of Income Tax 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.

10. The liability on account of fuel, driver and all expenses relating to maintenance, insurance, parking, toll etc. of the vehicle would, solely and wholly, be the responsibility of the contractor and the department will not bear any liability apart from the hiring charges.
11. The contract between the Department and Contractor can be cancelled with a notice period of one month from either side, without assigning any reason.
12. The Contractor should be registered with the authority concerned of State or Central Government, and should fulfill the conditions prescribed in section 66 of Motor Vehicles Act, 1988 for hiring of vehicles.
13. The Earnest Money Deposit (Refundable, if the bid is not successful) of Rs.25,000/- (Rupees Twenty Five Thousand only) in the form of Demand Draft / Bankers Cheque in favour

of **Zonal Accounts Officer, CBDT** payable at **Mumbai** has to be given.

14. The applicant contractor should submit two sealed envelopes separately marked as '**Technical Bid**' and '**Financial Bid**'.

15. **Technical Bid** :

The Technical Bid should as per Annexure 'A'. It should be supported by the documents indicated in Annexure 'A'. The demand draft / banker's cheque in respect of 'Earnest Money Deposit' should be submitted with the Technical Bid.

16. **Financial Bid** :

The tender document itself is a 'Financial Bid'. **Initially only the technical bid will be opened.**

17. **The Financial bid will be opened, only if, the Applicant Contractor fulfills the stipulated conditions for technical bid.**

18. The Contractor will indemnify for loss / damage of property or life because of negligence of driver or poor maintenance of vehicle or due to an accident.

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 is as under :

Sr. No.	Nature of default	Penalty
1.	Late reporting	Rs.100/- per hour or part thereof

2	Non reporting	Rs.500/- per day (Also see para-21)
3	Poor maintenance of vehicles	Rs.100/- per day
4	Non observations of dress code / proper etiquette	Rs.100/- for first instance and Rs.200/- for subsequent instances.
5.	Change of driver / vehicle without prior information and reasonable cause	Rs.500/- per instance
6	Unsafe / rash driving	Rs.500/- per instance
7	Driver not carrying operational mobile phone	Rs.200/- per instance
8	Driver inexperience, inattentive, sleepy or unfamiliar with roads	Rs.500/- per instance

The penalty shall be levied on the basis of the certificate signed by the Controlling Officer. For the vehicles deployed with the Jt./Addl. Director of Income-tax(International Taxation), Jt./Addl. Director of Income-tax(International Taxation), will be the Controlling Officer.

20. The drivers deployed for the vehicle should satisfy the following conditions :

- a) Drivers should have minimum 5 years of experience of driving. They should have vehicle Transport Licences for driving passenger vehicles on hire.
- b) Driver should wear the prescribed uniform i.e. Light blue shirt with navy blue trousers and black shoes.
- c) Driver should be well versed with the roads and the places in Mumbai City and should have experience in city driving.

- d) Once the driver has been allotted to a particular vehicle, he should remain with the same vehicle for a period of at least 1 year. Any change in the designated driver should be intimated to the concerned officer 24 hours before such change is effected.
- e) Driver should be provided with an operational mobile phone.
- 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.
- g) Car should be kept clean and odour free, suitable for official use.
- h) Notwithstanding clause (d), The controlling Officer reserves the right to ask for change of driver, if the Controlling Officer is of the opinion that the driver is not fit / suitable for driving the vehicle.
- i) The driver should maintain the logbook on a daily basis and get the same signed by the Controlling Officer after recording the mileage.

21. 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 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 19.

22. The bid once submitted shall not be allowed to be withdrawn and the default after acceptance of the bid shall be deemed to be non compliance of terms of contract and would render Earnest Money Deposit liable to forfeiture.
23. Tenders will be opened on 29/06/2009 at 04.00 p.m. at Room No.103, 1st floor, Scindia House, Ballard Estate, N.M. Marg, Mumbai- 400 001 in front of bidders or their authorized representatives.
24. The successful bidder shall physically produce all vehicles for inspection within 3 days of bid opening date and also present himself for signing the agreement, as and when called for.
25. The contract in respect of 4 mid-sized vehicles and 4 small-sized vehicles shall commence on 1/7/2009. All the contracts shall be for a period of one year only with the option to extend as per para 2 above. All the vehicles should definitely report for duties at the designated place at 9.00 A.M. on 01/07/2009.
26. The Income Tax Department reserves the right to accept or reject any part of the tender or whole tender, without assigning any reason.

(G. GURUSAMY)
Addl.DIT(IT), Rg.1,
Mumbai

(MAYANK PRIYADARSHI)
Addl.DIT(IT), Rg.3,
Mumbai

(R. KRISHNAN)
ADIT(HQ)(IT), Mumbai

ANNEXURE-'A'
(Technical Bid)

1.	Name and address and telephone No. of the Tenderer i.e. the Applicant Contractor	
2.	Permanent Account No.(PAN)	
3.	No. of vehicles owned by the applicant contractor. (Documentary evidence to be furnished - Registration Certificate and Tax Certificate issued by the Competent Authority)	
4.	List of clients (Documentary evidence to be furnished i.e. copy of agreement signed with the clients) and evidence thereof.	
5.	No. of years of experience of running a fleet of vehicles on hiring basis.	
6.	Details of demand draft / banker's cheque in respect of Earnest Money (Demand draft / Banker's cheque should be enclosed)	

Name and Signature of the authorized Signatory

TENDER DOCUMENT
(i.e. Financial Bid)

1. Name and address and telephone No. :
of the Tenderer i.e. the Applicant
Contractor
2. Permanent Account No.(PAN) :
3. Names and address of the Proprietor / :
Partners / Directors and their PAN
4. Rate chart per vehicle for mid-sized :
vehicles.
(Exclusive of Service Tax)
(No.required 2 w.e.f. 1/07/2008)

Sl.No.	Description	Rate (Rs) for Tavera	Rate (Rs) for Bolero	Rate (Rs) for Innova
1.	For 1000 kms and 300 hours per month			
2.	For every extra kilometers beyond 1000 kms. (per month)			
3.	For every extra hour beyond 300 hours (per month)			
4.	Extra charge for Seventh week day on hourly basis (Kilometerage will be included in the monthly scheme of 1,000 kms)			
5.	The number of vehicles offered.			

5. Rate chart per vehicle for small-sized :
vehicles.
(Exclusive of Service Tax)
(No.required 2 w.e.f. 1/07/2008)

Sl. No	Description	Rate (Rs) for Tata Indica	Rate (Rs) for Maruti Wagon-R	Rate (Rs) for Maruti Swift	Rate (Rs) for Hyundai Getz
1.	For 1000 kms and 300 hours per month				
2.	For every extra kilometers beyond 1000 kms. (per month)				
3.	For every extra hour beyond 300 hours (per month)				
4.	Extra charge for Seventh week day on hourly basis (Kilometerage will be included in the monthly scheme of 1,000 kms)				
5.	The number of vehicles offered.				

Name and Signature of the authorized Signatory

The Transport Contractors or any Govt. or Semi Govt. Enterprise having requisite vehicles / infrastructure should furnish their quotations latest by 29/06/2009 before 01.00 p.m. in the office of the ADIT(HQs)(IT), Room No.140, Scindia House, Ballard Estate, N.M. Marg, Mumbai- 400 001.

Tender will be opened on 29/06/2009 at 04.00 p.m. in Room No.103, 1st floor, Scindia House, Ballard Estae, N.M. Marg, Mumbai- 400 001. in front of bidders or their representatives. The representative should carry the letter of authority duly signed by the Proprietor, Partner or Director of the Applicant Contractor.