



GOVERNMENT OF INDIA
INCOME-TAX DEPARTMENT
Office of the Additional Commissioner of Income –Tax, Range-3
No.44, Williams Road, Cantonment, Trichy.

C.No. 44/Pr.CIT-2(Range-3)/Hiring of Vehicle/2017-18

Dated: 20.12.2017

NOTICE FOR INVITING TENDER

Sub: Hiring of operational vehicle by Office of the Addl. Commissioner of Income tax Range-3, Trichy- regarding.

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The Additional Commissioner of Income tax, Range-3, Trichy, on behalf of the President of India, intends to hire the following vehicle as operational use for O/o the Addl. Commissioner of Income tax, Range-3, Trichy for a period of two years from the date of signing the contract.

Sl. No.	Particulars	Quantity Required	Type	Amount should not be more than
01	Mid sized Vehicle (Innova or Xylo Make and model of vehicle not before the year 2015)	01	Taxi/ Commercial	Rs.40,000/-

Instructions and information to the bidders:-

As the successful bidder for tender invited on 10.08.2017 did not fulfill his obligation, this tender has become necessary and hence he is barred from participating in this tender.

Tender papers can be collected from Administrative Officer, Office of the Principal Commissioner of Income tax, Trichy-2, 5th Floor No.44, Williams Road, Cantonment, Trichy - 620 001, on all working days from 22/12/17 to 29/12/17 between 10.00 AM and 5.00 PM on payment of Rs.250/- (Non-Refundable) by Demand Draft drawn on any scheduled bank in favour of the Zonal Account Officer (CBDT), Trichy. The tender papers can also be downloaded from website incometaxindia.gov.in and can be submitted in this office along with a DD of Rs.250/-.

Bids should be given for the above vehicle requirement, in two separate closed covers : One Technical bid and one Financial bid, and addressed to the "The Administrative Officer, O/o Principal Commissioner of Income tax -2, No.44.Williams Road, Cantonment, Trichy -620 001.

The last date for receipt of filled in tender form in sealed covers is 01.01.2018 before 12.30 pm

The bids will be opened on 01.01.2018 at 03.00 pm in O/o the Addl. Commissioner of Income-tax, Range-3, 4th Floor, No.44, Williams Road, Cantonment, Trichy- 620 001. Financial Bids of qualified bidders will be opened subsequently. The Addl. Commissioner of Income tax, Range-3, Trichy, reserves the right to cancel or postpone the tender or reject any bid without assigning any reason.

-/sd/-

(D. ALBERT MANOHAR)

Addl. Commissioner of Income tax,
Range-3, Trichy.

Annexure-III

The Terms and Conditions for providing Vehicle Services:-

1. Department will have services of 1 (one) vehicle for O/o the Addl. Commissioner of Income Tax, Range-3, Trichy 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. 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 / ex-employee or immediate relative of employee / ex-employee of the department.
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 vehicle 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 and conditions. The mileage of vehicles would be counted from Department to Department, Trichy. During the office hours, the vehicle shall be parked either in the office premises or at a place as decided by the Department, Trichy.
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 Service Tax.
4. *The vendor shall supply only such vehicle which is manufactured not before 01/01/2015 or the latest model having desired safety features such as Airbag, 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 on or after 01/01/2015.* 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 fulfill.
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 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.

7. Department reserves the right of selection of any particular type of vehicle over the other. Vehicles may be selected from one or multiple vendors.
8. 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.
9. 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.
10. The driver of the vehicle 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 uniform will be borne by vendor.
11. 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.
12. 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.
13. 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.

14. 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.
15. During the period of the contract no request for escalation of monthly charges will be entertained by Department for whatsoever reasons.
16. Department has an option to terminate the contract without assigning of any reason by giving a notice in writing of 15 days without any compensation to the Vendor. The Vendor can also terminate the contract by giving in writing a notice of 15 days.
17. 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.
18. 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.
19. This contract shall be effective for 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.
20. 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.
21. 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.
22. 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.
23. 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 of 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.

24. 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, Trichy and the person shall not be below the rank of ACIT with the jurisdiction the Pr.Commissioner of Income Tax –Trichy-2, Trichy. The parties shall continue to perform their obligation under this agreement during arbitration proceedings.

25. The vehicle should carry suitable plate/card indication vehicle on duty of Government of India, as directed by the Income Tax Department, Trichy and shall be made and displayed by the Contractor.

26. 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.

27. 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 the operator, if the actual kms run by the vehicle is individually less than agreed kilometres.

28. The contractor to whom the contract is awarded, shall submit **a refundable performance guarantee of Rs20,000/- (Rupees twenty thousand only)** for the vehicle supplied within one week of award of contract. The deposit shall be interest free. Performance guarantee may be given by way of an irrevocable Bank Guarantee of equivalent amount.

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.:-

(To be submitted in a separate sealed cover with a mention "TECHNICAL QUOTATION" at top of the sealed cover)

ANNEXURE – I

**PROFORMA FOR SUBMISSION OF TECHNICAL QUOTATION FOR HIRING OF OPERATIONAL VEHICLE FOR
O/o THE ADDL. COMMISSIONER OF INCOME-TAX, RANGE-3, TIRUCHIRAPPALLI**

(Rs.250/- (Non Refundable) Demand Draft should be enclosed to this annexure)

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 AO, O/o the Pr. CIT, Trichy-2, Trichy (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	Presenting parking of vehicle before applying

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 & Mobile 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)

11. 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 Addl.CIT, Range-3, Trichy in future.

Place:-

Dated: -

Signature

(Name :-.....)

Add:-

Mob No.:-

(To be submitted in a separate sealed cover with a mention "FINANCIAL QUOTATION" at top of the sealed cover)

ANNEXURE – II

PROFORMA FOR SUBMISSION OF FINANCIAL QUOTATION FOR HIRING OF OPERATIONAL VEHICLE FOR O/o THE ADDL. COMMISSIONER OF INCOME-TAX, RANGE-3, TIRUCHIRAPPALLI

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 vehicles & their models :
(Exclusive of service tax)

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

Signature

Place

Name

Add:-

Mobile No :-