



भारत सरकार / GOVERNMENT OF INDIA
वित्त मंत्रालय / MINISTRY OF FINANCE
आयकर विभाग / INCOME TAX DEPARTMENT

नंबर: १५. गांधीजी रोड, / No: 15, GANDHIJI ROAD
पी.ओ. इरोड, तमिल नाडू- ६३८००१ / P.O. ERODE, TAMILNADU-638001
टेली फोन -0424-2266066 / Telephone:0424-2266066

F. No.: S.F. 61/ERD/19-20

दिनांक/Date: 26.04.2019

TENDER NOTICE FOR HIRING OPERATIONAL VEHICLE.

Sealed Tenders [Part-A-Technical Bid & Part-B-Commercial Bid] are invited from interested parties for hiring **2 (Two) MID SIZE OPERATIONAL VEHICLE (COMMERCIAL) 2 (Two) SMALL SIZE OPERATIONAL VEHICLE (COMMERCIAL)** for the use in the Income Tax Office ,No 15 ,Gandhiji Road, Erode -1 for the period of **'ONE'** year. Sealed quotations with separate Technical & Commercial Bids, duly filled in the specified proforma, quoting the subject on the envelope, may be addressed to the **Drawing & Disbursing Officer, Income tax Office, No: 15, Gandhiji Road, P.O. Erode, Erode-638001** which should reach latest by **04.00 p.m.** on **13.05.2019.**

Specified proforma along with all terms and conditions may be collected from the aforesaid address on any working day between **04.00 p.m.** to **05.00 p.m.**, or the same may be downloaded from the website of the Income tax Department at <http://www.incometaxindia.gov.in>

The Technical Bid shall be opened on **14.05.2019** at **03.30 p.m.** in the presence of such bidders who may wish to be present. The Commercial Bids of only those bidders, whose Technical Bids have been accepted by the Tender committee appointed by the Joint Commissioner of Income tax, Range-2, Erode, will be opened at **04.00 p.m.**, on the same date, in the presence of those who wish to be present.

If because of any reason the Office remains closed on the date of opening the Tenders the Tenders will be opened on next working day. The Competent Authority reserves the right to accept or reject any bid without assigning any reason whatsoever.

-S/d-

A.Natarajan
Drawing & Disbursing Officer,
Income tax Office,
No: 15, Gandhiji Road,
P.O. Erode, Erode-638001.

Copy to:-

Notice Board

TERMS AND CONDITIONS OF THE CONTRACT

- 1). The 'TENDERER' and / or 'PARTY' and or "SERVICE PROVIDER" or 'BIDDER' or 'AGENCY' as used in the Tender Document, shall mean the one who has signed the tender form and submitted the quotations in response to the tender notice issued by the Department.
- 2). The 'DEPARTMENT', shall mean the Income tax Department.
- 3). The "COMPETENT AUTHORITY", shall mean the Joint Commissioner of Income tax, Range-I, Erode, or such Authority appointed by the Joint Commissioner of Income tax, Range-I, Erode for such purpose.
- 4). The 'VENDOR', shall mean Service provider.
- 5). The individual signing the tender or other documents in connection with the tender must certify whether he signs as {a} sole proprietor of the firm or constituted attorney of such sole proprietor, {b} constituted attorney of the company, if it is company, {c} Authorised signatory of the firm.
- 6). Any tenderer giving tender in different names will be disqualified and his tender will be rejected.
- 7). The Vehicles should be latest model **TOYOTA ETIOS/MARUTI SWIFT for Small Sized vehicles & TOYOTA INNOVA/ MAHINDRA XYLO for Mid Sized Vehicles** in excellent running condition, clean, mechanically fit and must be brand new and in any case must not be more than 12 months old.
- 8). It shall be the responsibility of the successful bidder to ensure that only Vehicles registered as a commercial Vehicle with the Competent Authority are sent for duty all times.
- 9). The Vehicles provided should be kept in neat and clean condition with good upholstery and regularly polished exterior. They should also be in perfect running condition. The successful bidder shall be required to produce the vehicles and driver in the premises of the Department for physical inspection before the signing of the contract.
- 10). The road worthiness of the vehicles provided is to be ensured at all times by the successful bidder, including timely payment of applicable taxes and compliance to all regulations prescribed from time to time by the Competent Authority.
- 11). The successful bidder will be required to furnish to the Department certified copies of RC Books, Insurance Policy of the vehicles being supplied, latest road tax challan paid, Permanent Account Number (PAN) of the concern, photograph of the driver along with his permanent and present address, copy of the driving license of the driver, on or before the date of formal signing of the contract.
- 13). It shall be the responsibility of the successful bidder to ensure that the Driver is qualified and experienced, possessing valid driving license. The driver of the vehicles provided must follow all traffic rules/regulations and any consequences of the failure to do so shall be of the successful bidder alone. The Department shall have not direct or indirect liability arising out of negligent/rash driving and any loss caused to the Department will have to be suitably compensated for by the successful bidder.
- 14). The rate should be quoted for **2000 kilometres** on a monthly basis. The billing for kilometres shall be made from the reporting place to the relieving place. The Vehicle must be available at any time of any day as directed by the Department.

- 15). Charges for additional Kilometres beyond **2000 per month**, should be quoted separately. However the charges shall not exceed ` **10/-** for every extra Kilometre.
- 16). A daily record indicating mileage for each vehicle on duty shall be maintained in a log book as per the proforma approved by the Department with the successful bidder. It shall be the duty of the Driver to obtain on each duty day, the signature of the officer to whom the Vehicle has been assigned. Failure to do so would result in non-payment of the hire charges for that day. The log book shall be made available for periodic inspection of the Department from time to time. Erasures and overwritings in the log book will not be taken into account unless countersigned by the officer nominated by the Department.
- 17). The Department will pay only fixed monthly hire charges as per contract and its liability shall be limited to this value alone, subject to provisions **of clause (23) below**. No separate payment will be made for Driver's Salary or any other incidental expenditure such as fuel, repair, maintenance, taxes, registration charges, periodic servicing, etc. All such payments/expenditure incidental will have to be borne entirely by the successful bidder.
- 18). The billing will be on a monthly basis and the bill shall in triplicate shall 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-book entries. 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.
- 19). Unutilised mileage below the contracted limit of **2000 Kilometres**, per month in respect of the Vehicle will be carried forward for utilisation in the subsequent month and so on. The bills will be prepared accordingly by the successful bidder.
- 20). The Vehicle shall bear the mark ON DUTY WITH INCOMETAX DEPARTMENT. The Vehicle should not be misused when it is not being used by the Department.
- 21). The Contractor should be registered with the Authority concerned of a State or Central Government and should fulfil the conditions prescribed in Section 66 of Motor Vehicle Act, 1988.
- 22). If the condition of the Vehicle is not found satisfactory, or in case of a breakdown, or in case of Vehicles not reporting for duty for whatever reason, the successful bidder shall be obliged to send a replacement of equivalent or better make immediately. If no replacement is provided in time, the Department shall have the right to hire a Vehicle from elsewhere and whatever be the cost that is incurred towards such hire charges will be deducted from the bill of the successful bidden in the succeeding month. In the circumstances mentioned above, even if no Vehicle is hired by the Department from the market, the Department shall deduct proportionate hire charges from the bill of the successful bidder for the succeeding month. Even a part of the day will be reckoned as one full day for the purpose of this deduction.
- 23). In case of any mishap/accident, all claims and liabilities arising out of it shall be met by the successful bidder, 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.
- 24). 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.
- 25). The Vendor should arrange alternative Vehicle immediately in case of breakdown. In case of inability of tenderer to provide alternative Vehicle, an amount of `

500/- per day will be deducted in addition to the expenses incurred by the Office of the Joint Commissioner of Income tax, Range-I, Erode, from the monthly bills.

26). The Driver employed along with the Vehicle by the Contractor should satisfy the following conditions:-

- a). Should have sufficient experience in Driving. He should have a Vehicle Transport License for Driving Passenger Vehicles on hire.
- b). He should be well versed with Roads and should have experience in City Driving.
- c). 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.
- d). He should be provided with a Mobile phone.
- e). He should speak decent language, 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(s).
- f). Car should be kept clean and odour free and suitable for official use.

27). The Vendor shall not utilise the Vehicle for any purpose whatsoever even if the Vehicle is not being used by the Departmental Officers. The Vehicle is to be parked in the premises of the Income tax Office, No: 15, Gandhiji Road, Erode.

28). **PENALTIES:** In case of non-compliance of above terms and conditions of contract, a penalty may be levied. Quantum of penalty will be decided in individual cases and decision of the Competent Authority will be final and binding. In case of failure to commence the service on the stipulated time/date, the E.M.D. shall be forfeited. In the case of failure to carry out service to the entire satisfaction, the Competent Authority will be free to get service done by any other agency at the cost and risk of the Service provider.

The penalty for some of the defaults is enumerated below:-

| Sl. No.: | Nature of Default | Penalty |
|----------|--|--|
| a). | Late Reporting | ` . 100/- per day |
| b). | Non-Reporting | ` . 500/- per instance |
| c). | Refusal of duties | ` . 500/- per day |
| d). | Change of Driver without permission | ` . 200/- per day |
| e). | Poor Car condition/Non deployment of specified Car | ` . 500/- per day |
| f). | Duty Driver not found in Uniform | ` . 100/- per day |
| g). | Non deployment of substitute Vehicle | ` . 500/- per Vehicle and the expenses incurred by the O/o Joint Commissioner of Income tax, Erode. |
| h). | Driver missing or failing to attend duty. | ` . 500/- per Vehicle plus the expenses incurred by the Officer or Officers in making alternative arrangement. |

However, the above penalties can be waived off by the Competent Authority depending upon the merit of each case, where the lapses are beyond the control of the Service provider on furnish satisfactory explanation for the lapse, in writing.

29). Save in exceptional circumstances, with the approval of the Department or unless specifically requested by the Department, once the hiring of Vehicle commences, the successful bidder shall not change the dedicated Vehicles or the Drivers.

30). The Driver shall be duty bound to carry out the instructions of the Department Officers to whom the Vehicles are assigned by the Department.

SECURITY DEPOSIT AND/BANK GUARANTEE:

The Earnest Money Deposit of ₹. 5,000/- of successful tenderer

31). **CONTRACT VALIDITY**: The hiring shall be initially for the period of one year from the date of commencement and would be extendable for one more year at the direction of the Competent Authority.

32). **TERMINATION CLAUSE**: The Department has an option to cancel the contract by giving notice of 10 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.

33). 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.

34). 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.

35). 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 the day following the date on which the contract is signed. The aforesaid dates may be extended at the sole discretion of the Department.

36). 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/renege the contract with new owners or cancel the contract.

37). **SETTLEMENT OF DISPUTES:**

ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope operation or effect of this contract or the validity or breach thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the "SCOPE FORUM OF CONCILIATION AND ARBITRATION" and the award made in pursuance thereof shall be binding on the parties.

38). **JURISDICTION**: Any dispute whatsoever shall be subject to/within the jurisdiction of Courts within the jurisdiction of Erode only.

39). All the above conditions will be enforced, unless written order of the Department is obtained relaxing any specific condition.

IN WITNESS THEREON the parties have here-into set their hands on the dates indicated below:-

Signed by the successful bidder

Signature.....

Name & Address

.....

In the presence of

1). Signature

Address

Description

2). Signature

Address

Description

On behalf of the President of India.

(The Department).

PART-A, TECHNICAL BID
INFORMATION ABOUT VENDOR.

| | | | |
|-----|---|---|--|
| 1). | Name of the Agency / Company / Business Firm | : | |
| 2). | Whether the business is registered | : | |
| 3). | Date of commencement of Business | : | |
| 4). | Name and address of the Company/Business Firm with Telephone numbers indicating the names of their Executives who can be contacted for any information. | : | |
| 5). | Statement of Vehicle(s) owned by the Company/Firm attached to the Company/Firm should be given in the following format separately | : | |

| Sl. No: | Registration number of the Vehicle(s) | Model/Make | Owner's Name | Whether commercially registered | Type of Fuel used |
|---------------------------------------|---------------------------------------|------------|--------------|---------------------------------|-------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| USE SEPARATE SHEET IF FOUND NECESSARY | | | | | |

Note:-

- i). The party should have at least 5 commercially Registered Vehicles in their own Firm/Company/Partner's Name.
- ii). Photocopy of RC Book and Insurance Policy of each Vehicle should be attached.
- iii). Vehicle offered for hiring to be marked in the list of Vehicles.

| | | | |
|-----|--|---|--|
| 6). | Details of experience indicating a few names of Govt./Semi. Govt./PSU for which Vehicles have been provided during the last three years. (If space is not adequate, attach separate sheet). Photo copy of their contract also may be attached. | : | |
| 7). | Details of Income tax Returns filed for the last three years | : | |
| 8). | Service Tax Registration Number with name of the Service Tax Office | : | |
| 9). | Annual Turnover for the last three financial years | : | |

| Sl. No: | Financial Year | Annual Turnover (Rs. in Lacs) | Income tax assessed (Rs. in Lacs) |
|---------|----------------|--------------------------------|-----------------------------------|
|---------|----------------|--------------------------------|-----------------------------------|

| | | | |
|-----|--|--|--|
| 1). | | | |
| 2). | | | |

Note:- Photocopy of Audit Report & Income Tax Return filed for the last three years to be enclosed.

| | | | |
|------------------|-----------------------------------|-----------|--------|
| 9). | Details of Earned Money Deposited | : | |
| Name of the Bank | | Draft No: | Amount |

CHECKLIST-PART-A

| | | | |
|-----|--|---|--------|
| 1). | Earnest Money Deposit of Rs. 5,000/- (DD or Pay Order) | : | Yes/No |
| 2). | Self attested photocopies of | | |
| | a). PAN | : | Yes/No |
| 3). | b). Registration with any other agency (Please specify) | : | Yes/No |
| 4). | Copy of Income tax Return for the last three Financial Years | : | Yes/No |
| 5). | Copy of Audit report for the last three Financial Years | : | Yes/No |
| 6). | Copy of Registration Certificate Book & Insurance Policy of each Vehicle | : | Yes/No |
| 7). | Copy of major contract depicting the experience | : | Yes/No |
| 8). | Letter from Financial Institutions (In case proposing to avail loan for purchase of Vehicle) | : | Yes/No |

I/We hereby agree to deploy newly purchased commercially Registered Vehicles for the Income tax Department at charges quoted separately in Part B of this tender at terms and condition specified therein. It is requested that necessary verification of the Vehicles/documents at our premises be arranged at the earliest before Part B relating to price bid of the tender is opened for evaluation and finalisation. We also agree to the terms & conditions of the tender in Annexure-I & II.

Thanking you,

Yours faithfully,

(Signature of the Tenderer)

Full Name:

Title & Capacity

(SEAL)

COMMERCIAL BID
(MONTHLY RATES)

| Details of Rates | Toyota Etios | Toyota Liva | Ford Fig | Any others (Please specify) |
|--|--------------|-------------|----------|-----------------------------|
| Rates for 2000 Kilometres and 250 working hours per month. | | | | |
| Rates per additional hour beyond 250 hours. | | | | |
| Rates per additional Kilometre beyond 2000 kilometres. | | | | |

(Signature with Name & Address)