



Office of the

**JOINT COMMISSIONER OF INCOME TAX,
Akola Range, Aaykar Bhawan, Murtizapur Road,
Akola.**

Phone : 0724 2425284 Fax : 0724 2425182

F.No. JC/AK/Staff Car/Tender/2014-15

Dated :-23/03/2015

-: TENDER NOTICE:-

Sealed Tenders are invited for hiring of two Tata Inova/Xylo to be used as Staff Car by the Joint Commissioner of Income Tax Akola Range, Akola:-

The terms and conditions of the contract are available at the office of the Joint Commissioner of Income Tax, Room No. 203, Aaykar Bhawan, Murtizapur Road, Akola, which can be collected by interested parties upto 5.00 P.M. on all working days upto 26/03/2015 or can be downloaded from the website www.incometaxindia.gov.in (New Tenders). Tenders will be accepted in this office upto 1.00 P.M. on 30/03/2015 in person or by Speed Post and will be opened at 3.00 P.M. on 31/03/2015.

(Niranjan P. Dekate)
Assistant Commissioner of Income Tax,
Akola Circle, Akola
(Member of tender committee)

Annexure – I

General Terms and Conditions for Bidder:-

- 1) The bidder should have Service Tax Registration and at least five years experience of hiring Tata Inova/Xylo cars to government establishments. The bidder should be preferably based at Akola.
- 2) The bidder has to submit both Technical and Financial Bids in separate sealed covers marking 'Technical' or 'Financial' and it is to be addressed to the Joint Commissioner of Income Tax Akola Range, Akola Bids will be accepted upto 1.00 p.m. on 30/03/2015. Bidders should submit technical bid as well as financial bid in Annexure – III & IV with prescribed self attested supporting documents. The bids will be opened at 3 p.m. on 31/03/2015.
- 3) The bidder may remain present at the time of opening of the tender by a Committee constituted by the JCIT for the purpose. The financial bids of only those bidders who technically qualify will be opened.
- 4) The vehicle will be taken by the Income Tax Department on contract basis from the successful bidder as per General Terms and Conditions for Contractors specified in Annexure II.
- 5) Where the bid is received after the due date (including on account of reasons of postal delay), the same will not be considered.
- 6) The successful bidder has to enter into a formal contract with the Joint Commissioner of Income Tax Akola Range, Akola or any officer designated by him on his behalf.
- 7) The Income Tax department reserves the right to cancel/postpone the tender/contract procedure without assigning any reason there for.

Annexure – II

General Terms and Conditions

- 1) The vehicle shall be a Tata Inova/Xylo or an equivalent Diesel Car. The vehicle shall be required to be produced in the office for physical verification/inspection before deployment.
- 2) The vehicle provided by the contractor as per the agreement should not be older than 24 months as on 01/04/2015.
- 3) The vehicle supplied should be duly registered with the Motor Vehicle Department as a 'Taxi/Commercial Vehicle' and the Contractor will be solely responsible for the fulfilment of all the conditions under various Acts/Circulars/Notifications etc regarding the vehicle supplied to the department.
- 4) The vehicle provided by the Contractor should be made available on all days including holidays on round the clock basis. Non-providing of vehicle/alternate equivalent vehicle on any day/days will attract deduction of charges from the bill on pro-rata basis.
- 5) The vehicle provided to the Department shall be white in color. The drivers should be in uniform (white pants, white shirt and black shoe) while on duty as per guidelines of RTO. Following conditions are also to be fulfilled by the

Contractor/driver:

- a) The driver should have a valid driving license and experience of more than three years of driving the class of vehicle offered for hire.
- b) The driver shall be provided with a mobile phone by the Contractor. The bill of the mobile phone is to be borne by the Contractor. The driver should always be reachable on mobile phone during the period of his deployment.
- c) The driver should be decent and well behaved. He should not have any criminal background. It shall be the responsibility of the Contractor to verify the antecedents of the driver before deployment.
- d) The Contractor shall be responsible for verification of medical fitness and suitability of driver before deployment.
- e) The driver should have knowledge of city routes and should be able to communicate and understand both in Hindi and English.
- f) All statutory compliance related to employment of the driver need to be adhered by the contractor.

g) Penalty of Rs. 500/- will be levied on repeated defaults of late reporting, refusal of duties, use of vehicle for an activity not covered by the contract, change of vehicle/driver without prior intimation, non-maintenance of cleanliness of vehicle/decorum by the driver and driver's mobile found to be switched off when the vehicle was required by the Department etc.

h) Dedicated vehicle and driver is to be provided to the Department. Any change would be permitted only in exceptional circumstances, on prior permission.

i) The personnel deployed by the Contractor shall maintain decency, peace and order during deployment with the Department. They shall behave courteously with all the Officers/employees of the department, other personnel working for the department and the visitors of the office/residential premises. The driver/personnel would be required to be immediately replaced by the Contractor on complaint of misbehaviour. Any damage to property by the deployed personnel shall be recovered from the Contractor.

6) All the claims/damages arising out of accident, if any, shall be settled by the Contractor. The responsibility for loss/damage of property/life due to accident of the vehicle/driver shall be of the Contractor. The Department/ Joint Commissioner of Income Tax Akola Range, Akola shall not be responsible for any such loss/damage.

7) The contract will be for two years with effect from 1st April, 2015 or from the actual date of commencement and is renewable on mutual agreement (if found satisfactory) by the Department, on the same terms and conditions or such modifications as agreeable to both the parties.

8) Where at the time of renewal of contract, the vehicle is older than 24 months; it would be substituted by a vehicle not older than 24 months.

9) The contract can be terminated at any time, without assigning any reasons, by the Department or the Contractor by giving 30 days notice.

10) During the period of contract, no request shall be entertained for any hike in the agreed rates due to any reason.

11) The vehicle supplied by the contractor shall have permit to carry passengers. The contractor should comply with the RTO and other Government Rules, regulations, etc. Any breach in these rules shall be at the complete risk of the Contractor. The Income Tax

Department will in no way be responsible for any damages/losses/action incurred to the Contractor arising out of this contract. Further, the Income Tax Department may insist from time to time to produce the relevant documentary evidences pertaining to the vehicle, driver, etc., failing which the Income Tax Department will withhold the payments or terminate the contract.

12) The vehicle shall have comprehensive insurance and fitness as per RTO Rules.

13) Certified copy of RC Books, Insurance Certificates and drivers' driving licenses are to be given to the Department at the same time of signing the contract. Whenever a driver is changed, copy of the driving license of new driver is to be furnished.

14) The contractor shall provide replacement of vehicle within one hour in case of breakdown or servicing. In case replacement is not provided, the Income Tax Department will book similar vehicle from alternative sources and the expenses so incurred will be recovered from the monthly bill of the Contractor.

15) The vehicle provided may be required by the Department to be fixed with the Name Plates of the Department in the front as well as rear side, in conformity with RTO rules which would be required to be kept covered while the vehicle is not being used by the officer/s to whom it is allotted.

16) The basic fixed monthly hire charges shall cover the fuel charges for vehicle, repairs and maintenance, insurance, permit, driver's salary and allowances including night bhatta, toll charges etc. No request for any extra payment would be entertained.

17) Bills are to be submitted on monthly basis before 7th of every succeeding month to the Office of the Joint Commissioner of Income Tax, Akola Range Akola. Payment will be made by Government cheque, after statutory and other deductions. Penal deductions, if any, shall be made before making the monthly payments.

18) The vehicle taken on hire will have to be parked either in the office premises or at the premises of the officer to whom the vehicle is allotted /or at his discretion.

19) The rate quoted is for a minimum of 2000km per month per vehicle. The unused/excess kilometers of a month can be adjusted to the other vehicle or carried forward/adjusted to the subsequent months till the contract ends.

20) The contractor to whom contract is awarded would furnish name, address and contact number of a person with whom the department/controlling officer (of the Department)

should contact, in case of any problem faced with regard to service being provided by such contractor on day to day basis.

21) Any violation of the aforementioned terms and conditions may lead to termination of contract without any notice.

22) In case of dispute regarding interpretation of any term or condition of the tender/contract, the decision of the Joint Commissioner of Income-tax, Akola Range, Akola shall be final.

23) Arbitration:-

(a) In the event of any question, dispute or difference arising under this agreement or in connection therewith, except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Joint Commissioner of Income Tax Akola Range, Akola. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

(b) There will be no objection to any such appointment that the arbitrator is a Government servant or that he/she has to deal with the matter to which the agreement relates or that in the course of his/her duties as Government Servant he/she has expressed views on all or one of the matters under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his/her office or being unable to act for any reasons whatsoever such Joint Commissioner of Income Tax Akola Range, Akola, or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his/her predecessors.

(c) The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

(d) The venue of the arbitration proceeding shall be the office of Joint Commissioner of Income Tax Akola Range, Akola, or such other places as the arbitrator may decide.

24) All disputes arising out of or in any way connected with the agreement shall be deemed to have arisen at Akola and only courts in Akola shall have jurisdiction to determine the same.

25) The financial bids of only those bidders who technically qualify will be opened. The lowest bidder on the basis of monthly hire charges quoted for 2,000 km would be categorized as L1, and subject to satisfaction of other conditions in the tender, the successful bidder would be chosen for the award of the contract.

Accepted the terms and conditions
Signature of the authorized signatory

ANNEXURE – III – TECHNICAL BID

[To be signed and submitted to the Joint Commissioner of Income Tax Akola Range, Akola with self attested supporting documents]

1. Name and address of registered agency :

2. Name and address of owner :

3. PAN & Service Tax Registration [copies to be annexed] :

4. Details of previous experience in Govt. Department/Public Sector Units

5. Details of vehicle (Make,Petrol/diesel year of purchase ,number & date of registration)

6. Any other remarks :

Signature of the Owner/Authorised Signatory_____

Full Name_____

Name of Contractor_____

Place: Phone: Land line_____

Date: Mobile_____

DECLARATION

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

(Signature of authorized signatory with date)

ANNEXURE – IV –FINANCIAL BID

[To be signed and submitted to the Joint Commissioner of Income Tax Akola Range, Akola]

1)Basic fixed monthly rent for 2000 kilometers per month

2)Rate per extra km. when used beyond 2000 kilometers after adjustment as per contract conditions.

Note: Rate quoted shall be exclusive of Service Tax.

Signature of Authorised Signatory

Full

Name: _____

Name of the Contractor: _____

Cell No.: _____

Seal: _____

Place:

Date: