

BID DOCUMENT

**HIRING OF ONE VEHICLE BY
INCOME TAX DEPARTMENT,
JAMSHEDPUR,
BY CALL OF LIMITED TENDER.**

**TENDER NO. CIT(A)/JSR/Vehicle Hire/1/2015-16
DATED: 26/06/2015**

**GOVERNMENT OF INDIA, MINISTRY OF FINANCE
INCOME TAX DEPARTMENT, JAMSHEDPUR
O/O THE COMMISSIONER OF INCOME TAX (APPEALS),
JAMSHEDPUR**

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INCOME TAX DEPARTMENT, JAMSHEDPUR

SECTION - I
DOMESTIC COMPETITIVE BIDDING
(Through Limited Tender)

TENDER NO. CIT(A)/JSR/Vehicle Hire/1/2015-16
Date: 26/06/2015

Name of Work	Contract for hiring of one vehicle INNOVA (New Model-GX-7Sitter (white)-Diesel) by Income Tax Department, Jamshedpur.
Last Date & Time for receipt of Bid	10/07/2015 up to 10.00 A.M.
Time and Date of Opening of Bid	10/07/2015 at 11.00 hours
Place of Opening of Bid	Chamber of Commissioner of Income-tax (Appeals), 1, Office Road, Jamshedpur.
Officer from whom the tender documents can be obtained and submitted.	Administrative Officer, O/o Commissioner of Income-tax (A), Jamshedpur.

INCOME TAX DEPARTMENT, JAMSHEDPUR

SECTION - II

TENDER NO. CIT(A)/JSR/Vehicle Hire/1/2015-16

Date: 26/06/2015

TENDER FOR HIRING OF OPERATIONAL VEHICLE

1. One vehicle **INNOVA (New Model-GX-7Sitter (white)-Diesel version)** is required on hire basis to be used by the Commissioner of Income-tax (Appeals), Jamshedpur. The maximum permissible hire charges for such type of vehicle is **Rs.38,000/- (Rs. Thirty Eight thousand) (exclusive of Service Taxes & any other Govt. Levies etc.)** for **1000 Kms.** run per month. However, the lowest bidders and conditions of vehicle will be the criteria for awarding tender.
2. Tender forms along with terms and conditions can be obtained from the Administrative Officer, Office of the Commissioner of Income-tax(Appeals), 1, Office Road, Jamshedpur (11.00 AM to 4.00 PM on any working day) on payment of Rs. 500/- (Non-Refundable) by Demand Draft of SBI, drawn in favour of ZAO, CBDT, Payable at Ranchi. The tender form duly filled in with D.D. must reach the office of the undersigned latest by **10/07/2015** either by post or personally **up to 10.00 A.M.** The bids for tender shall be opened on **10/07/2015 at 11.00 a.m.** in the chamber of Commissioner of Income-tax (Appeals), 1, Office Road, Jamshedpur.
3. The limited tender document can also be downloaded from www.incometaxindia.gov.in

Sd/-
(Khalil Ahmed)
Administrative Officer,
For: Commissioner of Income-tax(A),
Jamshedpur.

SECTION - III

INSTRUCTION TO BIDDERS

1. No alteration should be made in any of the terms and conditions of the bid document by scoring out any part thereof.
2. In the submitted bid, no variation or deviations in any manner whatsoever, to the terms and conditions will be admissible. Bids not accepting or modifying any of the terms and conditions, in whole or in part as listed in Section-IV, will be summarily rejected.
3. A sum of **Rs.5,000/-** for vehicle bid must be furnished as **Earnest Money Deposit (EMD)** through a bank draft favouring 'ZAO, CBDT, RANCHI'. The EMD must accompany the bid without which the bid will be rejected. The said amount will be forfeited, if the successful bidder fails within the time fixed by the Department, to sign the contract on terms contained in the bid document, or fails to execute the order within the stipulated time. The earnest money of the successful bidder will be refunded after furnishing of valid Performance Guarantee. For other bidders, the Earnest Money instrument will be returned within 10 days of the completion of bid evaluation. No interest will be payable on this deposit.
4. The successful bidder will be required to furnish **Performance Security amounting to Rs.10,000/-** of the value of the contract as security for due fulfillment of the contract in the form of an Account payee Demand draft, Fixed Deposit Receipt from a Commercial Bank or Bank Guarantee from a Commercial Bank executed in the proforma in Annexure-2. The Bank Guarantee should be valid for a period of twenty six months from the date of signing the contract and must be submitted to the Hirer within 10 days from date of signing of contract. This security shall be liable to forfeiture/encashment in the event of breach or non-observance of any of the terms of the contract by the successful bidder. No bill of the successful bidder will be processed for payment until the Performance Security is furnished to the satisfaction of the Hirer. This will be in addition to the Earnest Money Deposit as mentioned above.
5. No bid will be considered unless the bid is made for supplying vehicle of the prescribed make and model for at least two years. Any bid for supply of the vehicle for duration less than two years will not be considered.
6. **No bid will be considered unless and until all the pages/documents comprising the bid are properly signed and stamped by the person/s authorized to do so on behalf of the bidder.**
7. The bid shall remain valid for 30 days from the date of opening of the bids.

8. The bidder whose bid is accepted by the Hirer shall be the successful bidder. In the event of bid being accepted, the quotations (Annexure-3) and the Terms and Conditions (Section – IV) will be converted into a **contract**, which will be governed by the terms and conditions given in the bid document.

9. Completed tender documents along with EMD and supporting documents in SEALED cover superscribed "*Tender for hiring of vehicle in Income Tax Department, Jamshedpur*" should reach the Administrative Officer, O/o the Commissioner of Income-tax (Appeals), 1, Office Road, Jamshedpur at the address mentioned in Section-II, before the due date. Late bids will be returned unopened.

10. The bid document of every bidder shall consist of the following documents:

- (i) Information as per Annexure-1
- (ii) The quotations strictly as per the proforma given in Annexure -3
- (iii) Copy of terms and conditions (Section IV) duly signed on every page
- (iv) EMD as mentioned at Para 3 above.
- (v) Copy of PAN Card.
- (vi) Copy of I.T. return filed for the last three financial years.
- (vii) Copy of the service tax registration certificate.
- (viii) Work performance certificate in Govt. as well as Private Offices.

SECTION- IV

TERMS AND CONDITIONS OF THE CONTRACT

1. The commercial vehicle should be **INNOVA (New Model-GX-7Sitter (white colour- Diesel version))** and the make of the vehicle should be of the year 2015 (not more than three months old).
2. It shall be the responsibility of the successful bidder to ensure that only vehicle registered as a commercial vehicle with the competent authority are sent for duty at all times.
3. The road worthiness of the vehicle provided is to be ensured at all times by the successful bidder, including the timely payment of applicable taxes and compliance to all regulations prescribed from time to time by the competent authority.
4. 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 vehicle and the driver in the premises of the Hirer for physical inspection before the signing of contract.
5. The successful bidder will be required to furnish to the Hirer certified copies of RC Books, Insurance Policy of the vehicle 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.
6. 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 vehicle provided must follow all traffic rules/regulations and any consequences of the failure to do so shall be of the successful bidder alone. The Hirer shall have no direct or indirect liability arising out of negligent/rash driving and any loss caused to the Hirer will have to be suitably compensated for by the successful bidder.
7. **The vehicle will be hired on calendar month basis. The rate should be quoted (exclusive of Service Taxes & any other Govt. Levies etc.) for 1000 kms on a monthly basis. The billing for kms. shall be made from the reporting place to the relieving place. In case of relieving place not being the ordinary place of reporting than the ordinary place of reporting shall be deemed to be relieving place. The vehicles must be available at any time of any day as directed by the Hirer.**
8. **Charges for additional km beyond 1000 kms. should be quoted separately as provided in Annexure-3.**
9. A daily record indicating mileage for each vehicle on duty shall be maintained in a log book as per the proforma approved by the Purchaser 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 Hirer from time to time. Erasures and over writings in the log book will not be taken into account unless countersigned by the officer nominated by the Hirer.

10. In the event of increase or decrease in the existing rate of petrol/diesel (as applicable to the relevant vehicle) charged by Public sector oil companies by **more than Rs.5/- per litre** as compared to the price of petrol/diesel at the time of signing of the contract, a corresponding increase or decrease will be allowed in the monthly charges by reckoning the mileage of the vehicle at **12 kms per litre**. This increase or decrease will be prospective from the date on which the price increase or decrease becomes **Rs.5/- per litre**.
11. The Hirer 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 (14) 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 will be borne entirely by the successful bidder.
12. The billing will be on a monthly basis and the bills typed in triplicate shall be submitted on a working day to the Hirer latest by the 10th of 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 Hirer from every payment made under this contract.
13. The Hirer will reimburse Service Tax on hiring charges on actual basis. The successful bidder will be required to provide proof of valid Service Tax registration on or before the date of signing of the contract, if applicable. In addition to the above, parking charges and toll shall also be reimbursable over and above the quoted charges provided the successful bidder attaches satisfactory proof of payment of such charges with the relevant monthly bill.
14. In case, the Hirer wishes to use the vehicle for travel to a destination outside the state of Jharkhand, any road tax actually paid to an authority outside the State of Jharkhand for any journey undertaken at the instance of the Hirer outside the limits of the State of Jharkhand will be reimbursed upon satisfactory proof of payment of such tax by the vendor.
15. **Unutilized mileage below the contracted limit of 1000 kms, per month in respect of the vehicle will be carried forward to the succeeding months and will be set-off against the mileage of the succeeding months. The bills will be prepared accordingly by the successful bidder.**
16. If the condition of the vehicle is not found satisfactory, or in case of a breakdown, or in case 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 Hirer 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 bidder in the succeeding month. In the circumstances mentioned above, even if no vehicle is hired by the Hirer from the market, the Hirer 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.

17. 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 Hirer 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.
18. 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.
19. The successful bidder will ensure that the driver will have a mobile phone in working condition, for which, no separate payment will be made by the Hirer. The successful bidder should furnish adequate number of land line/ mobile phone numbers for establishing contact round the clock.
20. The driver should be courteous, neatly dressed in proper uniform with name badge and adequately educated so as to maintain the log book and understand basic instructions in English and Hindi. Proper Identity Cards should be issued by the successful bidder to the drivers after verifying their antecedents.
21. Save in exceptional circumstances, with the approval of the Hirer or unless specifically requested by the Purchaser, once the hiring of vehicle commences, the successful bidder shall not change the dedicated vehicle or the driver.
22. A penalty of Rs.500/- per day may be levied upon the Successful bidder if the vehicle fails to meet the terms and conditions prescribed herein on any day and such penalty will be deducted from the bill of the successful bidder for the relevant month. This penalty would be in addition to the charges deductible for the defaults mentioned in para (16) above.
23. The driver shall be duty bound to carry out the instructions of the hirer or officers to whom the vehicle are assigned by the Purchaser.
24. **The successful bidder shall furnish A/c payee draft of Rs.10,000/- as Performance Guarantee, within 10 days of signing of the contract, in the manner and form prescribed by the Purchaser. The Performance Guarantee shall stand forfeited in the event of breach of any of the conditions stipulated in the contract.**
25. The vehicles are proposed to be hired for an initial period of **two years** which may be extended on satisfactory service provided from the date of signing of the contract, unless terminated earlier under the circumstances mentioned in the contract document. The Hirer has the sole discretion of extending the contract thereafter for a further period as deemed fit by the Hirer.
26. The Hirer 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 **30 days** in writing. However, in the event of such pre-mature termination of the contract at the instance of the successful bidder, it will result in forfeiture/encashment of the Performance Guarantee.

27. The Hirer 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 Hirer. The safe custody of the vehicle and accessories shall be the sole responsibility of the successful bidder.
28. Any sum of money due to or payable to the successful bidder under this contract (including refundable deposits) may be appropriated by the Hirer and set off against any claim of the Hirer for payment of any sum of money arising out of this contract or under any other contract of the successful bidder with the Hirer.
29. The successful bidder shall be required to sign the contract with the Purchaser within three working days from the receipt of the letter of the Purchaser intimating the successful bidder of the acceptance of his bid. The supply of the vehicle 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 Purchaser.
30. Any change in the ownership of the vehicles or change in the constitution of the concern shall be notified in writing to the Hirer immediately. It will be open for the Hirer to either continue/renegotiate the contract with new owners or cancel the contract. In the event of cancellation of the contract, the Performance Guarantee shall be forfeited / encashed.
31. All the above conditions will be enforced, unless written order of the Hirer is obtained relaxing any specific condition.

IN WITNESS THEREOF 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 Hirer)

ANNEXURE – 1

DETAILS OF THE BIDDER

(To be submitted by the bidder submitting quotation for hire of vehicle)

1. Name of the Bidder : _____

2. Address of the Bidder : _____

3. Telephone Landline _____

Mobile _____

4. Details of EMD Amount Rs. _____

DD No. _____ Date _____

Bank _____

5. PAN (enclose copy) _____

6. Service Tax Registration (enclose proof) _____

This is to certify that the information furnished is true and correct. I/We also certify that I/We have carefully read and understood the terms and conditions of the tender document and undertake to abide by them in the event of being given the contract.

Date:

Place :

Signature of the Tender

ANNEXURE - 2

To

The President of India

WHEREAS
(name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no. Dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of
..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of....., 20.....

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

(Bank's common seal)

ANNEXURE – 3

To

The Commissioner of Income Tax(Appeals),
Jamshedpur,

Sir,

Sub: **Submission of quotation for hiring of vehicle by the Income Tax Department, Jamshedpur – Reg..**

Ref: **Tender Notice No.: CIT(A)/JSR/Vehicle Hire/1/2015-16;
dated: 26/06/2015.**

With reference to the above, I/We hereby submit the quotation for hire of one vehicle **INNOVA (New Model-GX-7Sitter (white)-Diesel)** by the Income Tax Department, Jamshedpur.

Number of vehicle bid for: One (01)

SI. No	Particulars	Amount (Rs.) (per vehicle)
1	Total Monthly hire charges for 1000 Kms	
2	Rate per Km over and above 1000 Kms.	
3	Offer of extra Kms. running over 1000 Kms. within the bid amount.	

Date :

Signature of the Bidder

Place :

NOTE: The bid will ordinarily be decided on the basis of the rates quoted at Sl.No.1 & Sl.No.2 above. But in case two or more bidders quoting the same rates in column 1 & 2 above, the bidder's offer of extra K.M. running at Sl.No.3 above will be considered & terms & conditions in this respect such as para 7,8,15 etc. will accordingly be modified.