

BID DOCUMENT

**HIRING OF TEN OR MORE OPERATIONAL
VEHICLES AND TWO OR MORE STAFF CAR VEHICLES, BY
INCOME TAX DEPARTMENT, O/o THE COMMISSIONER OF
INCOME TAX (TRANSFER PRICING-1), BANGALORE BY
CALL OF TENDER**

TENDER NO: CIT (TP) / BNG / VEH. HIRING / 01/ 2016-17

DATED: 12.05.2016

**GOVERNMENT OF INDIA,
MINISTRY OF FINANCE,
INCOME TAX DEPARTMENT,
O/o THE COMMISSIONER OF INCOME TAX (TRANSFER PRICING-1),
BANGALORE**

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O/o the Commissioner of Income-tax (Transfer Pricing-1), Bangalore

SECTION – I

DOMESTIC COMPETITIVE BIDDING

(Through Tender)

TENDER NO: CIT (TP) / BNG / VEH. HIRING / 01/ 2016-17

DATED: 12.05.2016

Name of the Service	Contract for Hiring of vehicles for operational and staff car purposes of make – Ford Fiesta/ Maruti desire/Toyota Etios/Tata Indigo Manza
Officer from whom the Tender Documents to be obtained and also submitted .	DDO, O/o Commissioner of Income-Tax (Transfer Pricing-1), Room No. 703, 7 th Floor, BMTC Building, 80 Ft Road, Near Pass Port Office, Koramangala, Bangalore-560095
Last Date & Time for Receipt of the Bid	07.06.2016 at 13.30 Hours (01.30 PM)
Place / Time / Date of Opening of Bid	Addl. Commissioner of Income-Tax (Transfer Pricing-1(3)), Room No. 346, 3 rd Floor, BMTC Building, 80 Ft Road, Near Pass Port Office, Koramangala, Bangalore-560095 On 09.06.2016 at 03.30 PM

**Income-tax Department
O/o the Commissioner of Income-tax (Transfer Pricing-1),
Bangalore**

SECTION – II

**TENDER FOR HIRING OF OPERATIONAL VEHICLES
AND STAFF CAR**

Ten or more operational Vehicles and two or more staff car vehicles of make – Ford Fiesta/ Maruti desire/Toyota Etios/Tata Indigo Manza make is required on hire basis to be used by the O/o the Commissioner of Income-tax (Transfer Pricing)-1 & 2, Bangalore. Each of the vehicles will run approximately 1600 Kms per month. The hiring shall be initially up to June 2017, from the date of commencement and extendable for further period (s) at the discretion of the Commissioner of Income-tax (Transfer Pricing-1), Bangalore.

2. Tender Forms along with terms and conditions etc. can be obtained from DDO, Office of the Commissioner of Income-tax (Transfer Pricing-1), Bangalore on any working day between 11:00 A M to 04.00 pm. The same can be obtained on payment of Rs. 100/- (One Hundred Only) which is non-refundable, by Demand Draft, drawn in favour of ZAO, CBDT, Bangalore and payable at Bangalore.

(K KRISHNA SAGAYANATH)
Income tax officer (HQ) & DDO
O/o the Commissioner of Income-tax,
Transfer Pricing-1, Bangalore.

SECTION-III

Instruction to Bidders

Eligibility Criteria:

1. The Bidder should own at least six vehicles (four wheelers) at the time of making application for the contract and should produce evidence to that effect with its Bid / Quotation. Copies of RC Book of the Vehicles to be enclosed with the Bid.
2. The Bidder's Annual Turnover should not be less than Rs. 15 lakhs during the financial year: 2014-15 and 2015-16. In support of this, the bidder should submit copies of return of income filed with the Income-tax Department along with profit and loss account for AYs: 2014-15 and 2015-16.
3. The Bidder should have experience of supplying vehicles for operational purposes to the Income-tax Department, Other Government Organisations, PSU's on monthly basis. Evidence to this effect should be submitted with the Quotation / Bid.
4. The Bidder should have a reputed client list. The client list should be submitted in support of the same.
5. The above conditions shall not apply to Government or Semi Government enterprises.

Other Instructions:

1. No alteration should be made in any of the terms and conditions of the Bid Document by scoring out any part thereof.
2. Maximum amount quoted should not exceed Rs. 40,000/- per month per vehicle exclusive of Service Tax and other Govt. Levies as applicable from time to time.
3. 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.
4. **A sum of Rs. 30,000/- (Thirty Thousand Only) must be furnished as Earnest Money Deposit (EMD) through a Bank Draft favouring 'ZAO, CBDT, Bangalore' (Cheques and Cash will not be accepted). 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 Hirer, 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 signing the Contract. For other Bidders, the Earnest Money Instrument will be returned within 15 days of the completion of Bid Evaluation. No interest will be payable on this Deposit.

5. No Bid will be considered unless the Bid is made for supplying vehicles of the prescribed make and model for at least two years. Any Bid for supply of the vehicle for duration less than twenty months 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 persons 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 successful Bidder. In the event of Bid being accepted, the Quotations (Annexure-2) 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 the EMD and supporting Documents in **Sealed Cover** superscribed "**Tender for Hiring of Vehicles for Commissioner of Income-tax (Transfer Pricing), Bangalore**" and should reach the office of the Commissioner of Income-tax (Transfer Pricing-1), 3rd Floor, BMTTC Building, Koramangala, Bangalore-560095 on or 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-2
- (iv) Copy of terms and conditions (Section-IV) duly signed on every page.
- (iv) EMD as mentioned at Para 4 above in Demand Draft.
- (v) Copies of RC Books of vehicles as Per Para 1 of Eligibility Criteria.
- (vi) Copies of Income-tax Return and profit and loss accounts for Assmt. Years: 2014-15 and 2015-16.

SECTION-IV

TERMS AND CONDITIONS OF THE CONTRACT

1. The vehicles should be Ford Fiesta/ Maruti desire/Toyota Etios/Tata Indigo Manza for use as operational vehicle and staff car. The vehicles to be provided for hiring should be in excellent condition, clean mechanically fit and must be a brand new vehicle and in any case must not be more than one-year-old.
2. It shall be responsibility of the successful bidder to ensure that only vehicles registered as a commercial vehicle with the competent authority are sent for duty at all times.
3. The road worthiness of the vehicles provided are 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 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 the driver in the premises of the Hirer for physical inspection before the signing of the contract.
5. The successful bidder shall be required to furnish to the Hirer certified copies of RC Books, Insurance Policies 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.
6. It shall be responsibility of the successful bidder to ensure that, the drivers are qualified and experienced, possessing valid driving license.
7. The drivers of the vehicles 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 cased to the Hirer will have to be suitably compensated for by the successful bidder.
8. The vehicles will be hired on calendar month basis. The rate should be quoted (exclusive of service tax) for 1600 Kms (12 hours per day for 26 days in a month) on a monthly basis. The billing for kms and hours 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 Hirer.

9. Charges for additional hour beyond 12 hours per day and additional kilometer beyond 1600 Kms per month should be quoted separately as provided in Annexure-2.

10. A daily record indicating mileage for each vehicle on duty shall be maintained in a log book as per the proforma approved by the Hirer 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. Bills for payment should enclose the Log Book maintained during the month.

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 the provisions of clauses (17 & 18) below. No separate payment will be made for driver's salary or any other incidental expenditure such as fuel, repair, maintenance, taxes, registration charges, periodical servicing, etc. All 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 logbook 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. Unutilized mileage below the contracted limit of 1600 kms, per month, in respect of each of the vehicles will be carried forward for utilization in the subsequent month and so on. The bills will be prepared accordingly by the successful bidder.

15. The vehicle shall bear the mark 'ON DUTY WITH INCOME-TAX DEPARTMENT' during the period of contract. No company Logo or any other logo / mark should be placed on the vehicles. Nor should the vehicles detailed will be used for any other purposes.

16. The Contractor should be registered with the authority concerned of a State or Central Government and should fulfill the conditions prescribed in section 66 of the Motor Vehicle Act, 1988.

17. If the condition of the vehicle is not found satisfactory in that it suffers from major defects and is therefore not road worthy, or in case it is found that the vehicles are not reporting for duty for whatever reason, the successful bidder shall be obliged to send a replacement vehicle of equivalent or better make immediately. If no replacement is provided in time, the Hirer shall have the right to hire a vehicle from the market / elsewhere and the cost for the same will be deducted from the bill of the successful bidder in the succeeding month.

18. All minor defects in the vehicles should be rectified within one day failing which a penalty of Rs. 500/- per day will be levied by the hirer till the defects are removed. The Bidder shall send a replacement vehicle when the vehicle goes to the Garage for removal of defects or for any other reason. Needless to say the Hirer also reserves the right to cancel the contract if the defects are not removed within one day.

19. 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.

20. The engagement / employment of drivers and payment of remuneration to them as per the provisions of various applicable labour laws / regulations will be the sole responsibility of the successful bidder.

21. The driver employed along with the vehicles by the Contractor should satisfy the following conditions:

- a) Drivers should have Vehicle Transport License for driving passenger vehicles on hire.
- b) Drivers should wear the prescribed uniform of white shirt, white trousers and shoes.
- c) Drivers should be well versed with the roads and places in Bangalore city and should have experience in city driving.
- d) Once a Driver has been allotted to 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 affected.
- e) Drivers should be provided with mobile phones.
- f) Drivers should speak decent language, should be well behaved and should not have any criminal cases against them and also should not have past history of accidents. The antecedents should be duly verified by police authorities at the instance of the contractors.
- g) Besides the local language, the drivers should have basic working knowledge of English.
- h) Cars should be kept clean, odour free and suitable for office use.

22. Save in exceptional circumstances, with the approval of the Hirer or unless specifically requested by the Hirer, once the hiring of vehicle commences, the successful bidder shall not change the dedicated vehicles or the drivers.

23. The Driver shall be duty bound to carry out the instructions of the Hirer or officers to whom the vehicles are assigned by the Hirer.

24. The contract shall be up to June, 2017 from the date of commencement.

25. The Hirer has an option to cancel the contract by giving notice of 30 days in writing without any compensation to the successful bidder and without assigning any reasons. However, in case of non-adherence to the terms and conditions of the contract, the hirer will have the right to terminate the contract without giving any notice to the service provider. The successful bidder can also opt out of the contract pre-mature by giving notice of 60 days in writing.

26. 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.

27. The successful bidder shall be required to sign the contract with the Hirer within three working days from the receipt of the letter of the Hirer 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 Hirer.

28. 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 continue / renegotiate the contract with new owners or cancel the contract.

29. 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:-----

On behalf of the President of India

(The Hirer)

ANNEXURE-1

DETAILS OF THE BIDDER

(To be submitted by the bidder submitting quotations for hiring of vehicles)

1. Name of the Bidder:
2. Full Address of the Bidder:
3. Telephone Landline / Mobile:
4. Number of Vehicles owned by Bidder
(Copies of RC Books to be attached):
5. Experience in supplying vehicles to
Income-tax Department, other Govt.
Organisations / PSUs on monthly basis
(Proof to be attached):
6. Present client list if any to be attached:
7. Details of EMD:

Amount Rs.-----
Demand Draft No:----- Dated:-----
Bank-----

8. PAN (enclose copy also):
9. Service Tax Registration No (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 Bidder with Seal.

ANNEXURE-2

To
The Commissioner of Income-tax (Transfer Pricing-1),
7th Floor, BMTc Building,
Koramangala, Bangalore-560095
Sir,

Sub: Submission of Quotations for hiring of one number of staff car by the
O/o the Commissioner of Income-tax (Transfer Pricing-1), Bangalore -
Regarding
Ref: Tender Notice No: CIT (TP) / BNG / VEH. HIRING / 01/ 2016-17
dated: 12.05.2016

With reference to the above, I / We hereby submit the quotation for Ten or more
Operational Vehicles and two or more staff car vehicles for the office of the
Commissioner of Income-tax (Transfer Pricing-1& 2), Bangalore.

Details of Bid

Sl.	Particulars / Amount (Rs.) per vehicle	Type of Vehicle				
		Toyota (Rs.)	Etios	Maruti Desire (Rs.)	Ford Fiesta (Rs.)	Tata Indigo Manza
1.	Total Monthly Hire Charges for 1600 Kms.					
2.	Rate per Km over and above 1600 Kms.					
3.	Rate per hour beyond 12 hours per day.					
4.	Driver's on Outstation – Charges per Day					
5.	Night Halt on Outstation Duty (Charges per Night)					

Date:

Place:

Signature of the Bidder with Seal.

*The Bid will ordinarily be decided on the basis of the Quote as per Serial No. 1 and in case of Tie, the Quote as per Serial No. 2 to 5 will be considered.

Note: Separate Annexure to be submitted for each type of vehicle.

Important Enclosures with the Bid:

1. Earnest Money Deposit of Rs. 30,000/- (Thirty Thousand Only) in Demand Draft in favour of ZAO, CBDT, Bangalore.
2. Information as per Annexure-I
3. The quotations strictly as per the proforma given in Annexure-2
4. Copy of terms and conditions (Section-IV) duly signed on every page.
5. Copies of RC Books of Vehicles as per Para 1 of Eligibility Criteria.
6. Proof of experience in supplying vehicles to Income-tax Department, other Govt. Organizations / PSUs on monthly basis
7. Copies of Income-tax Return and profit and loss accounts for Assmt. Years: 2014-15 and 2015-16, PAN Card, Proof of Service Tax Registration.
8. Copy of Client List.

