

# INCOME TAX DEPARTMENT, BENGALURU

## SECTION-I

### DOMESTIC COMPETITIVE BIDDING

(Through Tender)

TENDER NO. 01/VEH. HIRING/PDIT (INV.)/2016-17

DATED: 30.09.2016

Name of the Work	Contract for hiring of 13 vehicles by the Office of the Principal Director of Income Tax (Inv.), Bengaluru.
Last Date & Time for receipt of Bid	20/10/2016 up to 12.00 Hrs. (12 Noon)
Time and Date of Opening of Bid	20/10/2016 at 15.00 Hrs. (03:00 PM)
Place of Opening of Bid	In the chamber of the Income Tax Officer (HQ), O/o the Principal Director of Income Tax (Inv.), Room No. 315, 3 <sup>rd</sup> Floor, C.R. Building Annexe, Queens Road, Bengaluru.
Officer from whom the tender documents can be obtained and submitted	Income Tax Officer (HQ), O/o the Principal Director of Income Tax (Inv.), Room No. 315, 3 <sup>rd</sup> Floor, C.R. Building Annexe, Queens Road, Bengaluru.

# INCOME TAX DEPARTMENT, BENGALURU

## SECTION-II

TENDER NO. 01/VEH. HIRING/PDIT (INV.)/2016-17

DATED: 03.10.2016

### TENDER FOR HIRING OF OPERATIONAL VEHICLES

Thirteen Mid-sized vehicles (Corolla, Altis, Etios, Xcent etc.) are required on hire basis to be used by the Principal Director of Income Tax (Inv.), Bengaluru. The vehicles will run approximately 1600 Kms. per month. 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 discretion of Principal Director of Income Tax (Inv.), Bengaluru.

2. Tender forms along with terms and conditions can be obtained from the office of the Income Tax Officer (HQ), O/o the Principal Director of Income Tax (Inv.), Room No. 315, 3<sup>rd</sup> Floor, C.R. Building Annexe, Queens Road, Bengaluru on payment of Rs. 100/- (Non Refundable) by Demand Draft of SBI, drawn in favour of ZAO, CBDT, Bengaluru, payable at Bengaluru between 03:00 p.m. to 04:00 p.m. on any working day. The tender should be submitted in two covers super scribed as **technical bid and financial bid**. The financial bid of only the technically qualified bidders will be opened. The sealed tender form duly filled in with D.D. must reach the office of the undersigned, latest by 12 Noon on 20/10/2016 either by post or in person. The bids for tender shall be opened on 20/10/2016 at 03:00 p.m. in the chamber of the Income Tax Officer (HQ), O/o the Principal Director of Income Tax (Inv.), Room No. 315, 3<sup>rd</sup> Floor, C.R. Building Annexe, Queens Road, Bengaluru.



(GOPINATH M.)

Income Tax Office (HQ),  
O/o Principal Director of Income Tax (Inv.),  
Bengaluru.

**SECTION-III**  
**INSTRUCTION TO BIDDERS**

01. No alteration should be made in any of the terms and conditions of the bid documents by scoring out any part thereof.
02. 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.
03. 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 in any of the terms and conditions, in whole or in part as listed in Section-IV will be summarily rejected.
04. A sum of Rs. 50,000/- (Rupees fifty thousand only) for vehicle bid must be furnished as Earnest Money Deposit (EMD) through a bank draft favouring 'ZAO, CBDT, Bengaluru'. 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 the 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.
05. 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 the supply of the vehicle for duration less than two years will not be considered.
06. 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.
07. The bid shall remain valid for 15 days from the date of opening of the bids.
08. The bidder whose bid is accepted by the Hirer shall be successful bidder. In the event of bid being accepted, the quotations (Annexure-2 – financial bid) 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.
09. Completed tender documents in two covers (ie. Technical bid and financial bid) along with EMD and supporting documents in SEALED cover superscribed "Tender for hiring of vehicles for Pr. Director of Income Tax" should reach in the chamber of the Income Tax Officer (HQ), O/o Pr. Director of Income Tax (Inv.), Room No. 301, 3<sup>rd</sup> Floor, C.R. Building Annexe, Queens Road, Bengaluru before the due date. Late bids will be returned unopened.
10. The bid document of every bidder shall consist of the following documents:
  - (i) Covering letter nearly typed on the letter head of the bidder duly signed by the authorised signatory.
  - (ii) Technical proposal and financial proposal in separate covers as per Annexure-1 & Annexure 2.
  - (iii) Copy of terms and conditions (Section IV) duly signed on every page
  - (iv) EMD as mentioned at Para 4 above.

## SECTION-IV

### TERMS AND CONDITIONS OF THE CONTRACT

01. The vehicles should be thirteen mid-sized vehicles (Corolla, Altis, Etios, Xcent etc). The vehicles to be provided on 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 12 months old.
  
02. **Eligibility Criteria**
  - i. The Applicant Contractor should own at least 15 vehicles at the time of making application for the contract and should produce evidence to that effect.
  - ii. The Applicant Contractor's Annual Turnover should not be less than Rs. 50 lakhs in each of the last three Financial Years. In support of this, Applicant Contractor should submit their copies of returns of income filed with the Income Tax Department along with Profit & Loss Accounts.
  - iii. Applicant Contractor should have a reputed client base. The client list should be submitted with the bid.
  - iv. The Applicant Contractor should have the experience of running a fleet of vehicles on hiring basis for at least three years. Necessary evidence to be furnished.
  - v. The above conditions will not apply to Government or Semi-Government Enterprises.
  
03. 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 at all times.
  
04. The road worthiness of the vehicles 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.
  
05. The vehicle 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 the driver in the premises of the Hirer for physical inspection before the signing of contract.
  
06. The successful bidder will be required to furnish to the Hirer 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, copies of the

driving license of the drivers, on or before the date of formal signing of the contract.

07. It shall be responsibly 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 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.
08. **The vehicles will be hired on calendar month basis. The rate should be quoted (exclusive of Service Tax) for 1600kms (12 hours per day for six days in a week) 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 on the day as directed by the Hirer.**
09. **Charges for additional hour beyond 12 hours per day and additional kilometers beyond 1600kms per month should be quoted separately 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 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.
11. The Hirer will pay only fixed monthly hire charges as per contract and its liability shall be limited to this alone, subject to provisions of clause (16) 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 10<sup>th</sup> 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 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 1600Kms per month in respect of the vehicle 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. The vehicle detailed will not be used for any other purposes.
16. 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.
17. 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 the 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 for the succeeding month. Even a part of the day will be reckoned as one full day for the purpose of this deduction.
18. 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.
19. 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.
20. The driver employed along with the vehicle by the Contractor should satisfy the following conditions:
  - (i) Driver should have minimum 5 years of experience of driving. They should have valid Vehicle Transport License for driving passenger vehicles on hire.
  - (ii) Driver should wear the prescribed uniform i.e. White shirt with white trousers and black shoes.
  - (iii) Driver should be well versed with the roads and place in Bengaluru City and should have experience in city driving.
  - (iv) Once the 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 in effect.

- (v) Driver should be provided with a working mobile number.
  - (vi) Driver 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 police authorities at the instance of contractors. In case of any inappropriate behaviour by the driver, the hirer has the option to cancel the contract.
  - (vii) Besides the local language, the driver should have the basic working knowledge of English.
  - (viii) Car should be kept clean and odour free and suitable for official use.
21. In exceptional circumstances, with the approval of the Hirer or unless specially requested by the Hirer, once the hiring of vehicle commences, the successful bidder shall not change the dedicated vehicles or the drivers.
  22. The driver shall be duly bound to carry out the instructions of the Hirer or officers to whom the vehicles are assigned by the Hirer.
  23. 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 discretion of Principal Director of Income Tax (Inv.), Bengaluru.
  24. 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 of 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 premature by giving notice of 60 days in writing.
  25. 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.
  26. 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.
  27. 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.

28. In case of non-compliance of the above terms and conditions of contract, a penalty may be levied. The penalty for some of the defaults is as under:

Sl. No.	Nature of Default	Penalty
1.	Late Reporting	50% of proportionate contract charges per day.
2.	Non Reporting	100% of proportionate contract charges per day.
3.	Poor maintenance of Vehicles	Rs. 2,000/- per month.
4.	Refusal of duties	100% of proportionate contract charges per day.
5.	Non-observance of Dress Code	Rs. 100/- for first instance and Rs. 200/- for subsequent instances.
6.	Change of drivers without permission	Rs. 1,000/- per instance.
7.	Vehicle kept unclean	50% of proportionate contract charges per day.

The penalty shall be levied on the basis of certificate signed by the Officer in charge from the O/o the Pr. Director of Income Tax (Inv.), Bengaluru.

29. All the above conditions will be enforced, unless written order of the Hirer is obtained relaxing any specific condition.

30. The bidder should be able to provide a minimum of 30 SUV (Innova, Tavera etc.,) vehicles at a short notice of 8 to 12 hours.

31. The bidder must have provided satisfactory hiring services to any Government Department/Public sector units at least for a period of 12 months.

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: \_\_\_\_\_

2. Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Description: \_\_\_\_\_

On behalf of the President of India

(The Hirer)



# ANNEXURE-1

## DETAILS OF THE BIDDER (Technical bid)

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

01. Name of the Bidder :
02. Address of the Bidder :
03. Telephone Landline/ Mobile :
04. Details of the vehicles owned :  
with supporting documents
05. PAN :
06. Copies of the Returns of income  
for the last three financial years  
With P & L a/c.
07. Client base :
08. Details of EMD : :
09. Service Tax Registration :  
(enclose proof)

Amount Rs. \_\_\_\_\_

DD No. \_\_\_\_\_ Date \_\_\_\_\_

Bank \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 with seal

## ANNEXURE-2 (Financial bid)

To:  
The Income Tax Officer (HQ),  
O/o The Principal Director of Income Tax (Inv.),  
Room No. 305, 3<sup>rd</sup>Floor, C.R. Building Annexe,  
Queens Road, Bengaluru-560001.

Sir,

Sub: Submission of quotations for hiring of vehicles by the O/o The Principal Director of Income Tax (Inv.), Bengaluru-Reg.

Ref: Tender No. 01/VEH.HIRING/PDIT(Inv.)/2016-17 Dated: 20/09/2016

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With reference to the above, I/ We hereby submit the quotation for hiring of 13 nos. of mid-sized operational vehicles for the office of the Principal Director of Income Tax (Inv.), Bengaluru.

### Details of bid:

Sr. No.	Particulars Amount (Rs.)(per vehicle)	Type of Vehicle				
1	Total Monthly hire charges for 1600Kms*					
2	Rate per Km over and above 1600Kms					
3	Rate per hour beyond 12 hours per day					
4	Driver's on Out Station- Batha per day					
5	Night halt on outstation duty (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, quote as per Serial No. 2 to 5 will be considered.

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