

BID DOCUMENT

HIRING OF ONE VEHICLE BY INCOME TAX DEPARTMENT, MUMBAI, BY CALL OF TENDER

TENDER NO.CIT(DR)/ITAT-3/'G' Bench/Vehicle Hire/2018-19
DATED: 04.07.2018

GOVERNMENT OF INDIA, MINISTRY OF FINANCE
INCOME TAX DEPARTMENT, MUMBAI
O/o. THE CIT(DR), ITAT-3, 'G' BENCH, MUMBAI

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SECTION -I
DOMESTIC COMPETITIVE BIDDING
(Through Tender)

TENDER NO.CIT(DR)/ITAT-3/'G' Bench/Vehicle Hire/2018-19

Date: 04.07.2018

Name of Work	Contract for hiring of One MARUTI ERTIGA / MARUTI SWIFT DZIRE VDI/DZI / MARUTI Sx4 or Equivalent Model By Commissioner of Income Tax (DR), ITAT-3, 'G' Bench, Mumbai.
Last Date & Time for receipt of Bid	25.07.2018 before 3.00 p.m.
Time and Date of Opening of Bid	26.07.2018 at 3.30 p.m.
Place of Opening of Bid	Commissioner of Income Tax (DR) ITAT-3, 'G' Bench, Room No.407, 4th Floor, Pratishtha Bhavan, Annexe Building, M. K. Road, Mumbai-400 020.
Officer from whom the tender documents can be obtained and submitted.	Administrative Officer to the Commissioner of Income Tax (DR) ITAT-3, 'G' Bench, Room No.404, 4th Floor, Pratishtha Bhavan, M. K. Road, Mumbai-400 020.

INCOME TAX DEPARTMENT MUMBAI

SECTION - II

TENDER NO. CIT(DR/ITAT-3/'G' Bench/Vehicle Hire/2018-19

Date: 04.07.2018

TENDER FOR HIRING OF Staff Car Vehicle

One Staff Car Vehicle MARUTI ERTIGA / MARUTI SWIFT DZIRE VDI/DZI/ MARUTI Sx4 model are required on hire basis to be used for the CIT(DR), ITAT-3, 'G' Bench, Mumbai. The vehicle will run approximately 1500 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 The Commissioner of Income Tax(DR), ITAT-3, 'G' Bench, Mumbai.

2. Tender forms along with terms and conditions can be obtained from the Office of the CIT(DR), ITAT-3, 'G' Bench, Mumbai on payment of Rs. 500/- (Non Refundable) by Demand Draft of SBI, drawn in favour of ZAO, CBDT, Mumbai payable at Mumbai. (3.00 PM to 4.00 PM on any working day). The sealed tender form duly filled in with D.D must reach the office of the CIT(DR), ITAT-3, 'G' Bench, Mumbai at Room No. 407, 4TH Floor, Old CGO Building, M.K.Road, Mumbai-400 020 either by post or personally, latest by **25.07.2018** before **3.00 p.m.**. The bids for tender shall be opened on **26.07.2018** at **3.30 p.m.** in the Chamber of CIT(DR), ITAT-3, 'G' Bench, Mumbai at Room No. 407, 4TH Floor, Old CGO Building, Pratishtha Bhawan, M. K. Road, Mumbai - 400 020.



(ABHIJIT PATANKAR)

Commissioner of Income Tax (DR),
ITAT-3, 'G' Bench, Mumbai

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 violation 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.10,000/- for vehicle bid must be furnished as Earnest Money Deposit (EMD) through a bank draft favouring 'ZAO, CBDT, Mumbai . 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 Purchaser, 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 10 days of the completion of bid evaluation. No interest will be payable on this deposit.**
4. No bid will be considered unless the bid is made for supplying vehicle of the prescribed make and model for at least one year. Any bid for supply of the vehicle for duration less than one year will not be considered.
5. **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.**
6. The bid shall remain valid for 30 days from the date of opening of the bids.
7. The bidder whose bid is accepted by the Purchaser shall be the 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.
8. Completed tender documents along with EMD and supporting documents in SEALED cover superscribed "**Tender for hiring of vehicle for the CIT(DR), ITAT-3, 'G' Bench, Mumbai**" should reach the office of the Commissioner of Income Tax (DR) ITAT-3, 'G' Bench, Room No. 407, 4TH Floor, Old CGO Building, M K Road, Mumbai-400 020 before the due date. Late bids will be returned unopened.
9. 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
 - (iii) Copy of terms and conditions (Section IV) duly signed on every page
 - (iv) EMD as mentioned at Para 3 above.

SECTION- IV

TERMS AND CONDITIONS OF THE CONTRACT

1. The vehicle should be Maruti Ertiga / Maruti Swift Dzire VDI/DZI / Maruti Sx4 or equivalent model 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 (December, 2016).
2. 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.
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 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 vehicle and the driver in the premises of the Purchaser for physical inspection before the signing of contract.
5. The successful bidder will be required to furnish to the Purchaser 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.
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 Purchaser i.e. CIT(DR), ITAT-3, 'G'-Benchmark, Mumbai shall have no direct or indirect liability arising out of negligent/rash driving and any loss caused to the Purchaser 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 Tax/GST) for 1500 kms and 350 hours 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 Purchaser.**
8. **Charges for additional hour beyond 350 hours and additional km beyond 1500 kms as the case may be, per month, should be quoted separately as provided in Annexure-2. However the charges shall not exceed Rs. 14 for every extra km and Rs. 180 for every extra hour.**

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 Purchaser 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 Purchaser.

10. The Purchaser will pay only fixed monthly hire charges as per contract and its liability shall be limited to this value alone, subject to provision 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.

11. The billing will be on a monthly basis and the bills typed in triplicate shall be submitted on a working day to the Purchaser 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 Purchaser from every payment made under this contract.

12. The Purchaser will reimburse Service Tax/GST on hiring charges on actual basis. The successful bidder will be required to provide proof of valid Service Tax registration/GST 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.

13. **Unutilized mileage below the contracted limit of 1500 kms 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.**

14. The vehicle shall bear the mark ON DUTY WITH INCOME TAX DEPARTMENT; the same should not be used for any other purpose when the vehicle is not being used by the Department.

15. 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.

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 Purchaser shall have the right to hire a vehicle from elsewhere and the cost that is incurred towards such hire charges as per actual 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 Purchaser from the market, the Purchaser 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 Purchaser 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 driver 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 driver employed along with the vehicle by the Contractor should satisfy the following conditions:
- Driver should have minimum 5 years of experience of driving. He should have Vehicle Transport License for driving passenger vehicle on hire.
 - Driver should wear the prescribed uniform i.e. light blue shirt with navy blue trousers and black shoes.
 - Driver should be well versed with the roads and place in Mumbai City and should have experience in city driving.
 - 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 is effected.
 - Driver should be provided with a mobile phone.
 - Driver should speak decent language, well behaved and should not have any criminal cases against him and should not have any past history of accident. The antecedents should be duly verified by police authorities at the instance of contractors.
 - Car should be kept clean and odour free and suitable for official use.
20. 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:

Sr.No	Nature of Default	Penalty
1.	Late Reporting	Rs.100/- per day
2.	Non - Reporting	Rs.500/- per day
3.	Refusal of duties	Rs.1000/- per day
4.	Non observation of dress code	Rs.100/- per day
5.	Change of driver without permission	Rs.200/- per day

21. Save in exceptional circumstances, with the approval of the Purchaser 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. The driver shall be duty bound to carry out the instructions of the Purchaser or officers to whom the vehicles are assigned by the Purchaser.

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 CIT(DR), ITAT-3, 'G' Bench, Mumbai.

24. The Purchaser 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.

25. The Purchaser 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 Purchaser. The safe custody of the vehicle and accessories shall be the sole responsibility of the successful bidder.

26. Any sum of money due to or payable to the successful bidder under this contract may be appropriated by the Purchaser and set off against any claim of the Purchaser for payment of any sum of money arising out of this contract or under any other contract of the successful bidder with the Purchaser.

27. 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 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 the Purchaser.

28. Any change in the ownership of the vehicles or change in the constitution of the concern shall be notified in writing to the Purchaser immediately. It will be open for the Purchaser to either continue/renegotiate the contract with new owners or cancel the contract.

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

30. A Performance Certificate from the previous employer certifying that the services rendered were satisfactory is to be enclosed.

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 Purchaser)

ANNEXURE - 1

DETAILS OF THE BIDDER

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

- 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 GST 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 Bidder

ANNEXURE -2

To,

The Commissioner of Income Tax (DR),
ITAT-3, 'G' Bench,
R.No.407, 4th Floor, Pratishtha Bhawan,
CGO Annexe Building,
M. K. Road,
Mumbai - 400 020.

Sir,

Sub: Submission of quotations for hiring of Mid Size Staff Car
Vehicle by the Income Tax Department, Mumbai - Reg.

Ref: Tender notice No.CIT(DR)/ITAT-3, 'G' Bench/Vehicle/2018-19
dated 21.05.2018

With reference to the above, I /We hereby submit the quotation for hire of One Maruti Ertiga / Maruti Swift Dzire VDI/DZI / Maruti Sx4 model or equivalent by the Income Tax Department, Mumbai.

Number of vehicles bid for: One

Sr.No.	Particulars	Amount (Rs.) (per vehicle)
1.	Total Monthly hire charges for 1500 Kms and 350 hours*	
2.	Rate per KM over and above 1500 Kms	
3.	Rate per hour over and above 350 hours	

* The bid will ordinarily be decided on the basis of the quote as per Sr.No.1 and in case of tie; quote as per Sr. No. 2 & 3 will be considered.

Date :

Place:

Signature of the Bidder