



भारत सरकार  
GOVERNMENT OF INDIA  
आयकर विभाग  
INCOME TAX DEPARTMENT

आयकर आयुक्त (अपील) का कार्यालय  
**OFFICE OF THE COMMISSIONER OF INCOME TAX  
(APPEALS)**

सी आर बिल्डिंग, अत्तावर, मंगलुरु-575001।  
C.R. Building, Attavar, Mangaluru - 575 001.  
टेली/Telephone : 0824-2440250 फ़ैक्स / Fax : 0824-2440250

फ़.स.न/F.No.9/Veh/CIT(A)/MNG/2019-20

Dated: 01/08/2019

**TENDER NOTICE**

Sealed Tenders are invited from the interested parties /agencies for supply of ONE STAFF CAR on lease cum hire basis for a period of TWO Years from 01.09.2019 to 31.08.2021. The application for Tenders along with Terms & Conditions can be had from the undersigned or can be downloaded from the Departmental website [www.incometaxbengaluru.org](http://www.incometaxbengaluru.org). The last date for receipt of Tenders duly filled in is **22/08/2019 before 5.00 PM** and sealed Tenders will be opened on **23/08/2019** in O/o Commissioner of Incometax(Appeals) CR Building Annexe, N.G. Road, Attavara, Mangaluru - 575001, in the presence of available bidders. The Department has right to accept or reject the selection of bidders and the Departmental decision is final.

Issued by  
Administrative Officer Gr-II  
O/o.Commissioner of Incometax(Appleals)  
Mangaluru.



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**Tender No. फ़.स.न/F.No.9/Veh/CIT(A)/MNG/2019-20**

**Date: 01.08.2019**

**NOTICE INVITING THE TENDER FOR HIRING OF VEHICLE**

The Commissioner of Income Tax(A), Mangaluru, intends to hire ONE NUMBER Staff Car for a period of two years. The open tender is invited from reputed and competent parties as per the following terms and conditions.

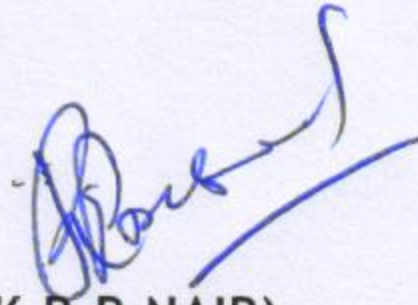
2. The model, size, color and year of manufacture of such vehicle preferably should be as below :

<u>Sl. No</u>	<u>Particulars make/model vehicle</u>	<u>Size</u>	<u>Color</u>	<u>Year of manufacture</u>	<u>Office for which vehicle required</u>	<u>Date w.e.f. from which vehicle required</u>
1.	Innova	SUV	White	Latest preferably 2016 to 2019 model	O/o.CIT(A), Mangaluru ;	01.09.2019

3. Hiring shall be initially for a period of two years subject to the satisfactory services by the contractor. The vehicles should have the commercial taxi permit from the concerned authority and expected to ply 1800 km in a month. All details are described under the head "General Terms and Conditions" in the tender document.

4. Last date for submission of completed bids in a sealed envelope is **22/08/2019 before 5.00 P.M.** in the **Office of the Administrative Officer, O/o Commissioner of Income Tax(Appeals), CR Building Annexe, N.G. Road, Attavara, Mangaluru - 575001**, either by speed post/ registered post or in person. The sealed tenders will be opened at 11.00 A.M on **23/08/2019** in the Office of Commissioner of Income Tax(Appeals), CR Building Annexe, N.G. Road, Attavara, Mangaluru - 575001. Bidders who would like to be present during the opening of the sealed bids may do so personally or through their representatives. Any change in the date/timing/venue of opening of the Bids shall be notified to the prospective bidders over telephone/mobile, thus they must give their contact telephone/mobile numbers (more than 1) and address on the left bottom of the sealed tenders.

5. In case the Tender Committee does not get suitable quotes, then it shall be free to invite others/local vendors considering the essential operational nature of requirement within the overall financial limits prescribed by the Competent Authority.



(K.R.P.NAIR)  
Administrative Officer Gr-III  
O/o.Commissioner of Incometax(A)  
Mangaluru

**DECLARATION**

I/We \_\_\_\_\_ hereby certify that I/We have gone through the above terms and conditions and in case of acceptance of our quotation in full or part, I/We agree to accept such terms and conditions.

Place :

Dated :

(Name & signature of the Party)

**ANNEXURE-I**  
**TECHNICAL BID DOCUMENT**

1. Name of the Proprietor / Registered Firm Company :
2. Address of the concern (with Tel No. Fax and E-mail) :
3. Name and Address of the partners/Directors (with Mobile No.) (in case of firm/company) :
4. Contact person(s) (with mobile No.) :
5. No. of years of experience in providing vehicles :
6. Details of Minimum ONE vehicle that can be provided to O/o. Commissioner of Incometax(A), Mangaluru (Please mention make model, year and attach copies of RC Books) in the following tabular format:

Sl. No.	Make & Model of Vehicle	Year of Mfg. (Month & Year)	Registration No. of vehicle	Whether copy of RC Books submitted (Yes/No)

7. Ownership details of above mentioned vehicles:-

Sl. No.	Name of the owner	Address	PAN	Present parking of vehicle before applying

8. Financial standing of the vehicle:

Sl. No.	Whether purchase on cash/cheque or by bank finance	Amounts of loan taken	Name and address of Bank	Total payment made on installment

8. List of 3 Clientele (please attach minimum 5 Vehicles copies of work orders) in the following format:

Sl. No.	Name and address of the client	Name and No. of the contract person	Period for which the vehicles were/are given on hire	Number of vehicles given on hire

10. Permanent Account Number :  
(Please attach photocopy of PAN card and latest return A/Y) 17-18,18-19,19-20

11. GST Registration No. :

12. The applicant contractors annual turnover should not be less **than 25 lakhs** in all the financial years from 2016-17,2017-18,2018-19. In this regard applicant contractor should file F.Y 2017-18 audited financial statements along with copy of return of income along with all schedules for above mentioned year.

**DECLARATION**

I/We hereby certify that the information furnished above is full, true and correct to the best of my/our knowledge. I/We understand that in case any deviation is found in the above statement at any stage the bidder/ company will be blacklisted and will not have any dealing with the O/o.Commissioner of Incometax(A), Mangaluru.

Place:

Date :

**ANNEXURE-II**

**FINANCIAL BID DOCUMENT HIRING OF VEHICLES BY THE O/o. Commssioner of  
Incometax(Appeals), Mangaluru,**

**RATE QUOTATION**

1. Name of the Proprietor/  
Registered Firm/company :
  
2. Address of the concern  
(with Tel. No. Fax & E-mail) :
  
3. Contact person(s)  
(with Mob. No.) :
  
4. Rates for various vehicles and  
their models : As below  
(Exclusive of GST)

For Operational Vehicle:

Sl.No.	Particulars	Amount in Rs.
1	Total Monthly hire charges for minimum of 1800 km (mention make)	
2	Rate per km over and above 1800 km	

Place:

Date

## **ANNEXURE-III**

### **The Terms and Conditions for providing Vehicle Services**

1. The Department will hire services of Staff Car for office of the Commissioner of income Tax(Appeals), Mangaluru, such as Innova for official purposes and thereby inviting bids from prospective parties for such purpose. The bidder/tenderer should be well established and an experienced agency/firm/individual having fleet of above mentioned or similar vehicles. The bidder/tenderer should not be an employee or ex-employee or relative of the Department officials/officers as per Dept Revenue Circular no.13011/50/2016-Vig dated 23<sup>rd</sup> Sept 2016. Similarly, bidder should not be a firm in which substantive interest lies with the employee or ex-employee of the Department.
2. The vehicle selected through tender process will be used exclusively for the Department's use for all seven days in a week. The Department prohibits using of selected vehicles by the vendor for any other purposes. The vehicle is expected to ply 1800 K.Ms. in a month. In case the vehicle ply more than the monthly limits as above (subject to point no 30), additional amount would be paid to the vendor as per agreed terms and conditions, subject to the overall limit prescribed by the Competent Authority. During the office hours, the vehicle shall be parked either in the office premises or at a place as decided by the O/o Commissioner of Income Tax(A), Mangaluru.
3. The quotes should be inclusive of all expenses such as monthly salary/charges of driver(s), repairs and maintenance of vehicle, insurance, RTO related levies/duties taxes etc., petrol/diesel, oil and also any other incidental expenses relating to vehicle including penalty, fine, recoveries etc. shall be borne by the bidder. The quotes should be inclusive of all Government levies and taxes but exclusive of GST.



4. The vendor shall apply such vehicle which is manufactured not before 1.1.2016 or the latest model of high end having desired safety features such as ABS/ESC, Alloy wheels, powered windows/breakings/steering, Panic button etc., in the given brand/model of the company and is registered as a commercial vehicle on or after 1.1.2016. The vehicle should be registered with the concerned authority of Central/State Government. A certificate to this effect should be provided with the technical bid document. Also the conditions prescribed in Motor Vehicle Act, 1988 for hiring of vehicle should be fulfilled.
5. The vendor shall ensure the road worthiness of the vehicle, ensure neat and clean condition of the vehicle with good upholstery, interiors and deodorants and regularly polished exterior at all times during the period of the contract. The vendor shall also ensure that the vehicle is in perfect running condition at all times during the currency of the contract. The papers related to the vehicles including proper insurance papers of the vehicle should be available/kept in the vehicle.
6. The successful bidder shall have to provide the model type and number of vehicle. However, in case the successful bidder expresses his inability or fails to supply the desired vehicle so required, the offer will be made to the suitable bidder as deemed fit by the Committee or cancel the bid if the department feels.
7. The Department reserves the right of selection of any particular type of vehicle over the other.
8. in the event of the award of the contract to the bidder, prior to the execution of the contract, the vendor shall produce the vehicle along with driver in the office of the Department for physical verification/inspection before the signing of the contract along with certified copies of RC book, comprehensive insurance policy of the vehicle and receipt of road tax

payment, photograph of the driver with their present and permanent address, mobile no. and copy of driving license of the driver. The vehicle should comply with all legal obligation prescribed under various statutory laws in force.

9. The vendor would invariably produce all the documents as in the technical bid document (Annexure-I). The vendor shall also submit an attested copy of trade license, Bank statement and Bank Account No., Bank and Branch Name, Branch Code, IFSC code and MICR code in the envelope containing the technical biddocuments.

10. The driver of the vehicle must possess valid driving license and should be qualified and experienced. He must follow all traffic rules and attend the duties as and when such duties are assigned by this office. The driver shall possess at all times a mobile phone with two way communication in working condition. The charges for the mobile connection or mobile set shall not be met by this office. This office shall in no way be responsible directly or indirectly for any failure on the part of the driver to observe the traffic rules or otherwise. In case of any mishap/accident all claims and responsibilities shall be met by the vendor. The Department will not entertain any claim whatsoever in this regard. The vendor will provide certificate of satisfaction regarding identity, character and antecedents of the driver as per desired format of Department. The driver shall wear uniform and shoes as directed by this office. The expenses of uniform & shoes will be borne by the vendor.

11. During the currency of the contract the vendor shall not change the dedicated vehicle or the drivers as initially provided unless asked by this office. If due to any unavoidable circumstance either the vehicle or the drivers or both are to be replaced, the same is to be done with the consent of Department. In case of break down etc. of vehicle, the same should be replaced with the similar class/type of vehicle immediately. If the vendor withdraws the vehicle at any time for repairs or for service of the vehicle or for

meeting any other stipulations or otherwise without making proper alternative provision, this office shall be at liberty to hire a vehicle from market and in such a situation, the charges for such hiring shall be deducted from the dues of the vendor in addition to the levy of penalty of Rs.1,000/- per day.

12. The Department shall not be responsible for any damages whatsoever to public/private property and/or to any third person due to any accident arising out of and in the course of deployment of the vehicle.

13. The Department shall pay only fixed agreed monthly charges and its liability shall be limited to this value alone. No separate payment will be made for drivers salary, overtime or any other incidental expenditure such as fuel, repair, maintenance, taxes, registration charges, insurance charges, insurance charges, periodic servicing, toll tax, parking charges etc. and these expenditure shall be met by the vendor.

14. Applicant Contractors should have atleast 3 reputed client list which includes Income tax Dept or any other government Dept, Central Govt Public undertaking, State Govt Dept etc. In this regard client list with period of service provided for 3 clients in last three years for supply of minimum 5 vehicles should be submitted.

15. The applicant Contractor should have the experience of running a fleet of vehicles on hiring basis for at least 5 years.

16. The Contractor shall ensure that there should be proper valid fitness Certificate (Form no .38) in respect of Vehicle provided.

17. The vendor shall raise the bill on a monthly basis and submit to this office in duplicate latest by 5<sup>th</sup> day of the following the month. In case of broken period of a month, pro-rata charges will be payable. The vendor shall

maintain log book and periodically get it signed by the user/representative of the Department. The bills shall be prepared on the basis of log book entries. Deduction of Tax at Source (TDS) as per applicable rates prescribed under the Income Tax Act, 1961 shall be made by this office from every payment/credit made to the vendor.

18. During the period of the contract, no request for escalation of monthly charges will be entertained by the Department for whatsoever reasons.

19. The Department has an option to terminate the contract without assigning any reason whatsoever by giving a notice in writing **15 days** prior to the termination without any compensation to the vendor. The vendor can also terminate the contract by giving proper application in writing and a notice of 15 days in advance.

20. The vendor has to ensure that the driver observe proper etiquette and protocol while performing their duty. He shall be neatly dressed, should wear uniform, shoes and be well spoken. Without proper authorization from controlling officer, the driver should not take away the vehicle.

21. The bidder/vendor and driver shall be bound to carry out the instruction of the Department as well as of the officers to whom the vehicle is assigned.

22. This contract shall be effective for TWO YEARS with effect from 01/09/2019 with a provision of further extension of one year at a time as per the terms and conditions of the tender document and on explicit approval by the Department in this regard, unless terminated earlier for violation of any other terms and conditions mentioned herein the tender documents.

23. The bidder should not have been blacklisted or debarred by the Income Tax Department or any other Government Department and signing/subscribing to these terms and conditions is an undertaking to that effect.

24. The applicant bidder (s) and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the bidding process, notwithstanding anything to the contrary contained therein, the Department may reject an application without being liable in any manner, whatsoever, to the applicant, if it determines that the applicant has directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice in the bidding process.

25. The bidder shall abide by all extant laws related to taxes and levies as applicable to it. It will also comply with all existing Government regulation in respect of engaging of services of drivers. All legal obligation, in respect of the vehicle i.e. Road Tax, RTO registration and permissions etc and in respect of the driver i.e. minimum wages as per government regulation, social security etc. shall be the responsibility of the contractor. Any penalty levied by any authority during the contract period shall be borne by the contractor.

26. In case of any failure or omission due to natural calamities, hurricanes or due to any statute or regulations of the Government or because of any lock outs, strikes, riots, embargos of any political reasons or otherwise beyond the control of any party including war (whether declared or not) civil war or state of insurrection, the department or contractor will give notice to other party at the earliest of the occurrence of such incidents that on account of the above event the notifying party has delayed the performance as it was beyond its reasonable control and it was not due to negligence or default on its part. The parties will be relieved of their respective obligations to perform, hereunder, for so long as the event of force major continues and to the extent their performances is affected by such an event of force major provided notices as above are given and the force measure is established as provided herein above.

27. In the event of any question, disputes or differences arising between the parties, relating to the interpretation and application of the provision of this agreement, such disputes or differences shall be resolved amicable by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of the Department. The decision of arbitration to the agreement in this regard shall be final and binding upon both the parties. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated/appointed by the Department, and the person shall not be below the rank of ACIT within the jurisdiction the Pr. Commissioner of Income Tax, Mangaluru. The parties shall continue to perform their obligation under this agreement during arbitration proceedings.

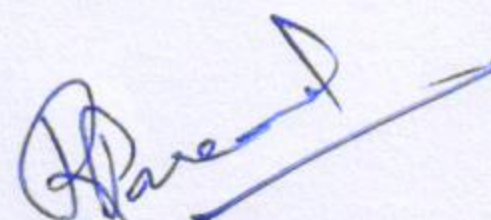
28. The vehicle should carry suitable plate/card indicating vehicle on duty of Government of India, Income Tax Department, Mangaluru, shall be made and displayed by the contractor subject to compliance of RTO Rules and Regulations.

29. 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 Rs
1 .	Late reporting	50% of proportionate contract
2.	Non-reporting	50% of proportionate contract charges
3.	Poor maintance of vehicle	Rs.2000/- per month
4.	Refusal of duties	100% of proportionate contract
5.	Non- Observation of dress code	Rs100/- per day
6.	Change of driver without intimation	Rs.1000/-Per Instance
7.	Vehicle kept Unclean	50% of proportionate contract

The penalty shall be levied on the basis of the certificate signed by the Controlling Officer.

30. Unutilized mileage below the contracted limit 1800 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.



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