

कार्यालय आयकर आयुक्त (वि. प्र.)
आयकर अपील अधिकरण
पांचवीं मंजिल, जीवन बीमा निगम
बिल्डिंग, विशाखपट्टणम- ५३०००४
दूरभाष ०८९१- २७१३०८४,
फैक्स-२७१३०१९



OFFICE OF THE
COMMISSIONER OF INCOME TAX (DR)
INCOME-TAX APPELLATE TRIBUNAL
5thFLOOR, L.I.C.BUILDING,
VISAKHAPATNAM- 530004
Tel.: 0891-2713084 Fax: 0891-2713019

F.No. 47/CIT(DR),ITAT/VSP/Vehicle/2019-20

Date: 24.01.2020.

TENDER NOTIFICATION FOR HIRING OF OPERATIONAL VEHICLE

The Commissioner of Income Tax (DR),ITAT, Visakhapatnam (hereinafter in this document mentioned as Department), on behalf of the President of India intends to hire Operational vehicle (One Small Size vehicle) as per details given below for office use for a period of one year from the date of commencement and would be extendable one more year at the discretion of the of The Commissioner of Income Tax (DR),ITAT,Visakhapatnam- 530004.

Sl. No	Particulars	Quantity Required	Type	Place of Deployment of Vehicles	Amount should not be more than
1.	Category: Small Size Maruti Swift Dezire/ Toyato Etios/ Tata Bolt/Indica	01 (One) (4 or more seater)	Taxi / Comme rcial	O/o. The CIT(DR), ITAT, Visakhapatnam.	Rs. 40,000/- Per Vehicle Per Month (exclusive of GST)

The Agencies / Service providers, (hereinafter referred to as the “Vendor” if interested, may submit their quotations to the Commissioner of Income Tax (DR), ITAT,5th Floor, LIC Building, RTC Complex Area, Visakhapatnam- 5300004. With the terms and conditions enumerated below:

- 1). Tender document can be collected from 24.01.2020 form this office on all Working days or can be downloaded from the Department’s websites i.e.www.Incometaxindia.gov.in/ www.incometaxhyderabad.org.in.
- 2). Quotations should be submitted in two bid patterns, i.e. Technical Bid as per Annexure-I and Financial Bid as per Annexure-II. Both the bids in Prescribed formats along with required documents as prescribed should be placed in separate envelopes and sealed and superscribed as “Tender for Hiring of Operational Vehicles -Technical Bid” and “Tender for Hiring of Operational Vehicles - Financial Bid” respectively. Both the envelopes should be placed in a single cover and superscribed as “QUOTATION FOR HIRING OF OPERATIONAL VEHICLES” and Should be sent by registered post of handed over to the Commissioner of Income Tax (DR),ITAT,5th Floor, LIC Building, RTC Complex Area, Visakhapatnam- 5300004 latest by 03.02.2020 before 5.00 P.M. The bids will be opened on 04.02.2020 at 11.30 A.M in the Chamber of the Commissioner of Income Tax (DR),ITAT,5th Floor, LIC Building, RTC Complex Area, Visakhapatnam- 5300004. However, the Commissioner of Income Tax (DR),ITAT, reserves the right to postpone the opening of bids and same shall be intimated to all the bidders.

- 3) Bidders or their authorised representatives may remain present there at the time of opening of tenders. Bid documents incomplete or deficient in any respect will be rejected at the discretion of the Commissioner of Income Tax (DR), ITAT, Visakhapatnam.
- 4) The Service Provider/ Bidder Should be agreeable to other terms and conditions as at Annexure-III
- 5) Initially, the technical bids will only be opened. The financial bids will be opened only, if the applicant tenderer is selected in the technical bid qualifying in all aspects as per the eligibility criteria and evidence to thereof enclosed to the technical bid. Rates quoted should be all inclusive with proper break-up and no separate claims will be entertained **except GST**.
- 6) The successful bidder shall have to execute the Contract as decided by the Department.
- 7) The Commissioner of Income Tax (DR),ITAT, Visakhapatnam reserves its right to reject any or all bids any stage of bid process without assigning any reason.
- 8) Each technical bid should accompany the earnest money Deposit of Rs.10,000/- (Rupees Ten thousand only) vehicle in the form of Demand Draft of any scheduled bank payable at Visakhapatnam drawn in favour of the "Zonal Accounts Officer, CBDT, Visakhapatnam". The bids without Earnest Money Deposit will be rejected. The EMD of unsuccessful bidder will be returned on completion of bid process. The EMD of successful bidder will be converted as security deposit and will break up for two years without interest. The contract shall be awarded to the vendor/ service provider with the lowest bid for the above vehicle as per the terms & conditions mentioned in the tender documents.
- 9).The successful bidder shall deploy the vehicle at the above mentioned offices w.e.f 05.02.2020.

[S.RAVI SHANKAR NARAYAN]
Commissioner of Income Tax (DR),
ITAT, Visakhapatnam.

Copy to the Notice Board.

Copy to the Web-Manager, income-tax, Hyderabad.gov.in, Hyderabad.

TECHNICAL BID

ANNEXURE-I

1.	Name of the Proprietor / Registered/ Firm/ Company	:		
2.	(a) Address of concern	:		
	(b) Telephone Numbers	:		
	(c) Fax Numbers	:		
	(d) E-Mail	:		
	(e) Mobile Numbers	:		
3.	Name, address and contact No.s of the partners/ Directors (in case of firm / Company).	:		
4.	No. of years of experience in providing services	:		
5.	Enclose the attested copies of trade license and Bank statement containing the details of bank account No., Bank and Branch name, Branch code, IFSC code and MICR code.	:		
6.	Details of vehicles that can be provided to the Department:			
Sl.No	Make & Model of Vehicle	Year of Mfg. (Month & Year)	Registration No. of vehicle	Whether copy of RC Book submitted
7.	List of Clients details (Please attach copies of work orders) in the following format			
Sl.No	Name and Address of the Client	Name & Address of the contact person	Period for which the Vehicles were / are given on hire	Number of Vehicles given on hire
8.	Account Number (Please attach Photocopy of PAN card and latest I.T, Return)	:		
9.	GST Registration NO.	:		
10.	Details of EMD in the following format :			
DD/Bankers Cheque No.	Date	Name of the Bank	Amount	

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 and 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 the Commissioner of Income Tax (DR),ITAT, Visakhapatnam in future.

Place:
Date :

Signature of the Applicant:.....
Name of the Applicant:.....

FINANCIAL BID

ANNEXURE-II

1.	Name and Address of the concern	:	
2.	Contact person's Mobile No. & E. Mail address	:	
3.	Rates for various operational vehicles & their models (Exclusive of GST)		
	Sl. No.	Vehicle Make	Vehicle model (Month & year of Manufacturing)
			Amount (in rupees)
4.	GST (%) charges	:	
5.	Rate per Km. in case 2000 km. over and above	:	

Note: Bid will be finalized on the basis of amount quoted against Sl.No.3 only.

Place:

Signature of the Applicant

Date:

(Name of the Applicant)

Annexure-III

The Terms and Conditions for providing Vehicles:

1. Department will require services of Three **Operational vehicles [Mid-sized (7/8 seating) for I.T. Offices at Visakhapatnam]** for official purposes, the bids from prospective parties are invited for such purpose. The bidder should be well established and an experienced agency / firm / individual. The bidder / tenderer should not be an employee or ex-employee of the Department. Similarly, bidder should not be a firm in which substantial 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 for all seven days in a week. The Department prohibits using of selected vehicles by the vendor for any other purposes. The vehicles having seating capacity of 5 persons / 7or8 persons are expected to ply within 2000 Km per month. The mileage of vehicles would be counted from Department to Department and based on log book entries. During the office hours, the vehicle shall be parked either in the office premises or at a place as decided by the Department.
3. The quotes should be inclusive of all expenses such as monthly salary / charges of driver(s), repairs & maintenance of vehicle, insurance, RTO related levies/ duties/ taxes etc. petrol / diesel, oil and also any other incidental expenses relating to vehicles 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. The firm should be GST Registered.
4. **The vehicles model desired to be latest model with full condition** and must have a valid taxi permit to run in the State of Andhra Pradesh / Telangana. The vehicle should have desired safety features such as ABS, EBD/ESC, Alloy wheels, Power windows, Power steering etc. in the given brand / model of the company. 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 section 66 of Motor Vehicles 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, 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 the times during the contract period. The papers related to the vehicles including proper insurance coverage, pollution check of the vehicles should be available / kept in the vehicle.
6. The successful bidder shall have to provide the ordered type and number of vehicle(s). However, in case the successful bidder expresses his inability or fails to supply the total/desired number of vehicle(s) so required, **the EMD will be forfeited and can be blacklisted from this Department for four years.** The

number(s) of vehicle and so on.

7. Department reserves the right of selection of any particular type of vehicle over the other.

8. Preference will be given to the bidder who is ready to provide good option of vehicles.

9. 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 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 obligations prescribed under various statutory laws in force and should not have been involved in any illegal obligations and should not violate the regulations of Motor Vehicles Act and other applicable laws of State Government of Andhra Pradesh / Government of India.

10. The vendors would invariably produce all the documents as in the technical bid document (Annexure-I). The vendors 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 Bid documents.

11. The drivers of the vehicles 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 drivers as per desired format of Department. The drivers shall wear white & white uniform. The expenses of the uniform shall be borne by the vendor.

12. During the currency of the contract, the Vendor shall not change the dedicated vehicle or the driver 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 after 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 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. 1000/- (Rs. One thousand only) per day per vehicle.

13. 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 driver's salary, overtime or any other incidental expenditure such as fuel, repair, maintenance, taxes, registration charges, insurance charges, periodic servicing, toll tax, parking charges etc and these expenditures shall be met by the vendor.

14. The vendor shall raise the bill on a monthly basis and submit this office in duplicate latest by 5th day of the month following the month in which such vehicle is used. 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 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.

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

16. Department has an option to terminate the contract without assigning any reason whatsoever by giving a notice in writing of 30 days for failure on the part of the vendor to honor the terms and conditions of the contract without any compensation to the Vendor. The Vendor can also terminate the contract by giving a proper application in writing and a notice of 30 days in advance.

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

18. 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.

19. The bidder/vendor and driver shall be bound to carry out the instructions of the Department as well as of the Officers to whom the vehicle is assigned.

20. This contract shall be effective for a duration of two years from the date of signing the contract as per the terms and conditions of this tender document unless terminated earlier for violation of any of the terms and conditions mentioned here in the tender documents. The contract/ agreement is renewable subject to satisfactory performance of the Service Provider and with such amendments/modified of term and conditions as may be mutually agreed to including rise in wages/service charges taking into account.

21. 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.

22. The applicant bidder(s) and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the bidding -

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.

23. The bidder shall abide by all the 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.

24. 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 for 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 majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the force majeure is established as provided herein above.

25. 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 amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of 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 with the jurisdiction of the Principal Director of Income Tax (Inv), Hyderabad. The parties shall continue to perform their obligation under this agreement during arbitration proceedings.

26. The vehicle should carry suitable plate/card indication "ON DUTY OF GOVT. OF INDIA, Income Tax Department, Visakhapatnam" which shall be made and displayed by the Contractor subject to compliance of RTO Rules and Regulations.

27. A penalty of Rs.500/- per day per vehicle will be levied in case of unapproved change of vehicle/driver non-satisfactory performance or lack of proper upkeep of the vehicle or non-observance of terms and conditions prescribed above. The number of days will be calculated on the basis of period during which the default continues or on the occasions of occurrence of the concerned events as applicable. However, in case of frequent violations of the terms and conditions, the contract can be cancelled forthwith without any notice.

28. The unused kilometers of a month can be carried forward to the subsequent months till the contract ends. The unused kilometers would mean the difference between agreed kilometers i.e.2000 kms run in a month and actual kilometres run by one or more vehicles of the operator if the actual kms run by a vehicle is individually less than agreed kilometers.

29. The bidder must produce the proof of GST registration as well as earlier payment of service tax, if any.

DECLARATION

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

Place:

Signature of the Applicant

Date:

(Name of the Applicant)