

GOVERNMENT OF INDIA OFFICE OF THE JOINT COMMISSIONER OF INCOME TAX NO.27-1-114, MANISHANKAR SPECTRUM, ADITHYA NAGAR ,NELLORE -524002 Phone Numbers: 0861-2348015

F.No. Addl.CIT/NLR/OP VEHICLE/2022-23

Dated the 21st July 2022

TENDER NOTIFICATION

The Office of the Addl. Commissioner of Income Tax, Nellore Range, Nellore intends to hire one Mid Size Vehicle (Toyota Innova Crysta or better make model) for operational purpose of O/o.the Addl. Commissioner of Income Tax, Nellore Range, Nellore. Sealed tenders are invited from reputed transport providers / fleet owners for the supply of vehicles on hire basis for a period of one year on contract basis. The date from which vehicle is required is 01.08.2022. The prospective bidder may quote the rates in the format prescribed below.

S.No	Make/Model the Vehicle	of	Size	Rate for Journey upto 2000kms per month *Not More than Rs.50,000/-	Rates for Km in case vehicle used more than 2000kms per month (in Rs.)
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The sealed cover superscribed as "QUOTATION FOR HIRING THE OPERATIONAL VEHICLE". The same should be sent by registered/speed post or handed over to the O/o the Addl. Commissioner of Income Tax, Nellore Range, Nellore NO.27-1-114, 3rd Floor, MANISHANKAR SPECTRUM, ADITHYA NAGAR, NELLORE -524002 latest by " 28th July 2022 before 5:30PM.

The Service Provider bidder should be agreeable to other terms and conditions as at Annexure. Incomplete, or conditional tender will be summarily rejected. Late Bids Bidders or their authorised representatives may remain present will not be entertained, there at the time of opening of tenders.

The successful bidder shall have to execute the Contract as decided by the Department. The contract shall be awarded to the vendor/service provider with the lowest bid for the above vehicles as per the terms & conditions mentioned in thee tender documents.

(R. ANITA, I.R.S)

Addl. Commissioner of Income Tax, Nellore Range, Nellore

The Terms and Conditions for providing operational Vehicles (Staff Cars):

- 1. Department will require services of **One Mid Size** Operational Vehicle for the Office of the Addl. Commissioner of Income Tax, Nellore Range, Nellore. The bidder should be well established and an experienced agency / firm / individual. The bidder should have experience of similar kind of services in any of the Departments / Autonomous Institutions/ Public Sector undertakings / Central or State Governments.
- 2. The vehicle selected through tender process will be used <u>exclusively for the Department for all seven days in a week</u>. The Department prohibits using of selected vehicles by the vendor for any other purposes. The Staff Car is 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. Department shall pay only fixed agreed monthly charges and its liability shall be limited to this value alone. During the period of the contract no request for escalation of monthly charges will be entertained by Department for whatsoever reasons. <u>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, <u>parking charges etc</u> and these expenditures shall be met by the vendor.</u>
- 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.
- 4. The vehicle should not be an old vehicle and should not be more than one year old vehicle and should be in proper running 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 Govt. 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. 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.

5.During the period 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.

6. 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 The drivers of the vehicles must possess $\underline{\textbf{valid}}$ driving license and should be qualified and experienced who has completed eighteen years of age. He must follow all traffic rules and attend the duties responsibilities shall be met by the Vendor. The Department will not entertain any claim whatsoever in this regard. The vendor will provide regarding identity of the driver. 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. 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. 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. The service provider will have to provide the replacement of Driver in case of eventuality. The Department has the right to ask the service provider for removal of any driver, who is not found competent of disciplined.

7. The contractor shall comply with all the statutory provisions as laid down under various labour laws / Acts / Rules like minimum wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other labour laws / Act / Rules from time to time at his own cost. In case of any violation of any such stauatory provisions under labour laws or any other law applicable by the service provider, there will not be any liability on the Department. The Department will be under no legal obligation to provide employment to any of the personnel of the service provider after expiry of agreement period and the Department recognizes no employer – employee relationship between the Department and the personnel deployed by the service provider / agency.

- 8. Department reserves the right of selection of any particular type of vehicle over the other. Preference will be given to the bidder who is ready to provide good option of vehicles. The successful bidder shall have to provide the ordered type and number of vehicle. However, in case the successful bidder expresses his inability or fails to option shall be given to the next higher bidder to supply the vehicle(s) / remaining 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 policy of the vehicle and receipt of road tax payment, copy of driving license of the statutory laws in force and should not have been involved in any illegal obligations of State Government of Andhra Pradesh / Government of India.
- 9.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.
- 10.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 honour 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.
- 11. This contract shall be effective for a duration of one year 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.

- 12. 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.
- 13.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 of 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.
- 14. The unused kilometres of a month can be carried forward to the subsequent months till the contract ends. The unused kilometres would mean the difference between agreed kilometres 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 kilometres.
- 15. The prospective bidders shall furnish the following documents along with bid:
 - (a) Self attested copy of the PAN card under Income Tax Act.
 - (b) Copies of vehicle documents alongwith photocopy of their RC / Fitness and permit owned by the service provider.