



OFFICE OF THE COMMISSIONER OF INCOME TAX (DR)-1
ITAT A-BENCH, KAVADIGUDA HYDERABAD

Sri. RAJENDRA KUMAR, IRS
Commissioner of Income Tax

F.No./CIT(DR)-1/ITAT/HYD/Vehicle hiring/2022-23

Dated: 22-09-2022

Notice Inviting Tender

Sealed tenders/ Quotations are invited from interested Transport Contractor Enterprises/ Private Individuals for providing 1 latest Model (Not older than 2020) Mid Sized Vehicle (Toyota Innova) to the Office of the Commissioner of Income Tax (DR)-1, ITAT, A-Bench, Hyderabad.

S. No.	Vehicle Model/ Year	Quantity	Type	Office for which vehicle is required	Amount should not be more than
1	Mid Size Vehicle Toyota Innova/Crysta/Toyota Fortuner or equivalent make	One (1) Seven Seater or more)	Taxi / Commercial	CIT (DR)-1, ITAT, A-Bench, Hyderabad.	Rs. 50,000/-

The vendor should provide the details of vehicle in the quotations such as (1) Name of the vehicle (2) Model of the vehicle (3) Year of make (4) Kms Travelled.

The last date for submission/receipt of tender(s) is 11.30 hrs **10/10/2022** which will be opened by the Tender Committee on the same day at 15.00 hrs in the Office of the CIT (DR)-1, ITAT, A-Bench, Hyderabad. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time as scheduled above. Submission of tenders by FAX will not be considered.

(RAJENDRA KUMAR)
Commissioner of Income Tax (DR)-1,
ITAT, A-Bench, Hyderabad

Encl: Annexure-1 Terms and conditions

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www.gem.gov.in,
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ANNEXURE-1

TERMS AND CONDITIONS OF THE CONTRACT

1. The contract shall be valid for a period of one year i.e. from 01-11-2022 to 31-10-2023. The Department reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions at the discretion of the Department.
2. All registered agencies, who are providing similar kind of services, may submit the bids in the prescribed format.
3. The bidder should have the experience of similar work in any of the Department /Autonomous Institution/ Universities/ Public Sector undertaking of the Government of India or State Government.
4. The successful bidder whose tender is accepted shall sign an Agreement of contract within 05 days from the date of receipt of confirmation.
5. The Contract will have to provide the replacement of Driver in case of any eventuality. The Department has the right to ask the contractor for removal of any Driver, who is not found competent or disciplined.
6. The vehicle should be in good running condition. The vehicle should not be aged more than 24 months. Latest models of vehicle would be given preference.
7. In case of breakdown of any vehicle the successful bidder shall replace the breakdown vehicle within one hour failing which the CIT (DR)-1, A-Bench, ITAT, Hyderabad has the right to hire vehicle from any source at the expense of the contract.
8. The successful bidder shall provide names, addresses, Aadhar Card/Voter ID/any other Govt. ID and driving licence of the driver within one week of the award of the contractor.
9. The successful bidder shall not employ any person who has not completed eighteen years of age. The successful bidder shall comply with all the statutory as laid down under various Labour Laws, Acts/ Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, contract labours Act and other Labours Laws Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labours Laws or any other Law applicable by the contractor, there will not be any liability on the Department.
10. The Department will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the Department recognized no employer-employee relationship between the Department and the personnel deployed by the contractor/agency.
11. Any person who is in Government service or an employee of this Department should not be made partners to the contract by the successful bidder directly or indirectly in any manner whatsoever.
12. The successful bidder shall indemnify the Department against all other damages/charges for which the Government/Department may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the Work or otherwise and against all claims and demand thereof. The Department shall not be responsible during the financially

or otherwise for any injuries to the Driver or person deployed by the contractor during the course of performing the duties.

13. The Department reserves the right to terminate the contract without assigning any reason by giving the notice of 10 days to the contractor 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.

14. Vehicle provided to the Department should bear commercial Taxi cab Registration Number and should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial LMV driving license and badges.

15. The vehicle should conform to the pollution norms prescribed if any, by the Transport Department of Government of Telangana.

16. The successful bidder shall provide vehicles as per requirement of the Department.

17. **The Vehicle shall be at the disposal of the CIT(DR)-1, Hyderabad for all days (24 x 7) of the month, during the period of the contract.**

18. The successful bidder shall be responsible for total maintenance of the vehicle provided by him. All the vehicles provided should be in good condition and these shall not be the responsibility of the contractor.

19. Operation and function of the vehicle and Driver shall be governed by motor vehicle Act/Motor vehicle Rules and Delhi Motor vehicle Rules. These shall be the responsibility of the successful bidder.

20. The Department reserves the right to vary the number of vehicles hired as well as to relax the terms and conditions in the public interest.

21. The dead mileage in any case should not be more than five kms. one way.

22. No advance payment will be made.

23. Duty slips/movements slips will be signed by the officer with the vehicle are attached for duty on day basis. No duty slip shall be entertained unless and until the same is certified by the concerned officer.

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


Sl.No.	Nature of default	Penalty
1.	Late Reporting	Rs.100/- per day
2.	Non-Reporting	Rs.100/- per day
3.	Refusal of duties	Rs.1000/- per day
4.	Change of driver without permission	Rs.200/- per day

25. The successful bidder will maintain separate log book for each vehicle which will also be verified/countersigned by the concerned officer.

26. The bill in triplicate should be made date wise by the successful bidder and should be submitted to the Drawing and Disbursing Officer, O/o Commissioner of Income Tax (DR)-1, A-Bench, ITAT, Hyderabad on monthly basis and shall be based on the log book entries.

27. The successful bidder while raising the bill should clearly mention that the rate charged/quoted is for petrol or diesel vehicle.

28. The Department will deduct TDS under Section 194-C of Income Tax Act from the contractor at the prevailing rate of such as Income Tax in the Income comprised therein.
29. The vehicle has to travel for office purpose subject to a maximum of 2000 kms in a month.
30. The prospective bidder shall furnish the following documents along with their bid:
- a) Self attested copy of PAN card under Income Tax Act.
 - b) Self attested copy of Goods and Service Tax registration number if applicable.
 - c) Self attested copy of Valid Registration number of the Proprietor Agency/firm/Company etc.
 - d) Self attested copy of valid license Number under contract Labour Act and under any other Act/rules.
 - e) Copy of vehicle document along with photocopy of their RC/fitness/Insurance Policy/Road tax challan paid and permit owned by the Contractor.
 - f) An undertaking to the effect that the Agency has not been blacklisted by any of the Department/Organisation of the Government of India/Government of Telangana and no criminal case is pending against the said firm/agency.
 - g) Terms and conditions duly accepted/signed with the stamp of the prospective bidder.
 - h) Demand Draft/ Pay Order from any Scheduled Commercial Bank for Rs. 20,000/- in favour of ZAO, CBDT, Hyderabad, to be submitted as EMD. The EMD (DD/Pay Order) will be returned in case of unsuccessful bidder within a week of award of tender to successful bidder. In case of successful bidder, the EMD (Demand Draft/ Pay Order) would be returned within one month of implementation of hiring contract.


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