



भारत सरकार / Govt. of India
आयकर विभाग / Income Tax Department

कार्यालय आयकर आयुक्त (अपील), युनिट-1,
आयकर भवन, सैक्टर - 14, हिसार-125 001 (हरियाणा)
दूरभाष नं. 01662-278985

F.No.CIT(A)-Unit-1/HSR/2023-24/ 899

Dated:28.02.2024

To

The Dy. Commissioner of Income Tax(Hq.)(Admn.)
O/o The Pr. CCIT, NWR, Sector-17-E,
Chandigarh.

Sir,

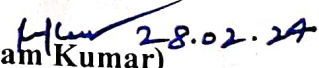
**Subject: Uploading of e-tender on the website www.incometaxindia.gov.in-
Regarding**

Kindly refer to the subject cited above.

2. In this regard, I am directed to enclose herewith "Notice Inviting Tender" (floated on GEM Portal) for hiring Staff Car for O/o the Commissioner of Income Tax(Appeals)Unit-1, Hisar to be uploaded on the website www.incometax.gov.in. The bid end Date/Time is 11.03.2024 at 03:30pm and bid opening Date/Time 11.03.2024 at 03:30pm.

Yours faithfully

Encl.: As above


(Ram Kumar)

Administrative Officer
O/o CIT(A), Unit-1, Hisar

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-03-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-03-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Revenue
Organisation Name/संगठन का नाम	Central Board Of Direct Taxes (cbdt)
Office Name/कार्यालय का नाम	Cit Appeals Hisar
Item Category/मद केटगरी	Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2000 km x 320 hours; Outstation 24*7
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	3 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलागी सक्रिय किया	No

Bid Details/बिड विवरण

Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	30000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
-------------------	----

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

ITO Ward-1-Cum-DDO

CIT Appeals Hisar, Department of Revenue, Central Board of Direct Taxes (CBDT), Ministry of Finance
(Ddo O/o The Jcit, Hisar Range, Hisar)**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::Rs. 09

Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2000 Km X 320 Hours; Outstation 24*7 (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Vehicle Type	Premium SUV

Specification	Values
Type of car (Please select at least 3 options)	Toyota Innova , Toyota Fortuner , Toyota Innova Crysta
Usage Variant	2000 km x 320 hours
Type of Service	Outstation 24*7
Year of Vehicle Model	2020 , 2021 , 2022 , 2023
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Diesel
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicle(s)	Additional Requirement/अतिरिक्त आवश्यकता
1	Ram Kumar	125001,Aaykar Bhawan, Sector-14, Hisar	1	<ul style="list-style-type: none"> Duration in Months : 12

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in

the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the General Terms and Conditions/सामान्य नियम और शर्तें, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

Permissible Monetary Limit for hiring of Vehicles

Sr. No.	Category	No. of vehicle to be hired	Vehicles	Model	Maximum permissible monthly hiring charge
1.	Staff Car for O/o the Commissioner of Income Tax (Appeals)Unit-1 Hisar	1 (One)	Toyota Innova Crysta	2021,2022, 2023, 2024	Rs. 50,000/- + GST as applicable

ANNEXURE-I

TERMS AND CONDITIONS

1. The terms and conditions shall form part of tender to be submitted by the bidder along with other documents.
2. The personnel/ driver deployed by the contractor (or vendor) and the contractor (here in after the vendor) himself, shall maintain decency, peace and order during deployment with department. He shall behave courteously with all the officers/employees of the department, other personnel working for the department and the visitors of the office/ residential premises. The contractor shall be held accountable for the services tendered as also for the personnel / driver deployed. Further, the personnel / driver so deployed by the contractor shall not cause directly or indirectly any damage to the office or government property. In case of any default by the deployed personnel/ driver, the contractor shall be held responsible along with the deployed personnel/ driver and such damage or loss shall be recovered from the contractor. In case of any complaint of slightest mis-behavior or illegal acts during duty, the personnel / driver would be required to be immediately replaced by the contractor and the contractor shall be held accountable for the loss resulting from such mis-behavior or illegal acts of his / her personnel/ driver during duty. In case of non- resolution of such complaint of mis-behavior or illegal acts of his personnel/ driver or any such irregularity in service, the contractor would be issued a notice of show-cause and which is to be answered within 03 working days by means of a proper written / typed paper reply to the office. However, in the event the show-cause is un-replied to within the stipulated time and complaint or irregularity in service is not resolved or rectified within 72 hours from the receipt of above said show- cause notice, then without any further notice, the services of the contractor i.e. this contract, shall stand terminated with immediate effect and the EMD forfeited accordingly.
3. The owner/person responsible should be having registered office in Hisar/Gurugram/Rewari as on date of tender. The contractor/ vendor should have 05 years' experience / track record in providing such vehicle/transport services with any central / state Government Departments, PSU and it may be at least 03 years' experience / track record in case the contractor has already been deployed by the Income Tax Department in Haryana State. Further, the contractor/ vendor must ensure by means of a notarised affidavit that, he/she or any of his company's, proprietary, partnership firm etc. (whether associated directly or indirectly with him/ her) have not have been blacklisted or debarred by any of the central / state Government Departments, PSU from rendering such vehicle / transport services for any default on the part of the contractor in the past 03 years. The service provider/bidder shall be a proprietorship/ partnership registered firm/ company and the vehicle(s) should be registered in Hisar/Gurugram/Rewari. The firm should have similar two or more vehicles already into the service for replacing the agreed vehicle in case of any breakdown etc.
4. To dissuade non-serious contractors or any such frivolous bids that try to trick the system for awarding of the contract in their favour due to their artificially lowered bids and subsequent retraction or no show, the contractor/ vendor to whom contract is sought to be awarded must ensure that, he/she is the actual owner of the vehicle (either in their individual capacity directly or otherwise via a proprietary firm, partnership firm), rendered for service as part of this contract (a good quality, well maintained model of Toyota Innova Crysta car, registered in Haryana preferably) and submit such proper proof of ownership, registration in advance before the contract is entered into, failing which their bid may be held as rejected as not acceptable and contract awarded to the next best and acceptable bidder. They would also furnish full name, address and contact number of a person with whom the department/ controlling officer (of the

Department) should contact, in case of any problem faced with regard to service being provided by such contractor on day to day basis. *

5. The bidder will have to make a security deposit / EMD (Earnest Money Deposit) via a notarised affidavit to that extent and scan and upload the image of instrument/ document clearly showing the security deposit / EMD deposited for amount of Rs. 30,000/- in favour of the DDO attached to this office, towards the One Toyota Innova Crysta car (along with one deployed personnel/ driver) so provided in service as part of this contract. The same would be refundable within 60 days from termination of contract subject to forfeiture of any amounts out of the same, against damages, loss etc. caused to the government exchequer/ officer etc. by the deployed personnel/ driver/ contractor, if any.

6. The contract for providing the vehicle on monthly basis will be given to the lowest bidder, while meeting all the terms and conditions given in the tender document. To safeguard against failure by the successful service provider in providing requisite number of vehicles, this office may empanel other service providers who are prepared to provide services as per same terms and conditions.

7. The successful bidder has to enter into a formal contract with the Commissioner of Income Tax(Appeals) Unit-1, Hisar or any officer designated by the Commissioner of Income Tax(Appeals) Unit-1, Hisar to sign the agreement on his behalf setting forth the terms and conditions of contract.

8. The contract will be for one year from the actual date of commencement.

9. The contract can be terminated either by the service provider or the Income Tax Department, giving 30 days' notice. The Income Tax Department can terminate the contract if the terms and conditions are not met or maintained.

10. During the period of contract, no request shall be entertained for any hike in the agreed rates due to any reason.

11. The vehicle shall be for exclusive use of this office and should not be used by the service provider for any other purpose.

12. The vehicle provided by the service provider should be made available on all days including holidays and round the clock. The vehicles provided by the contractor should be made available on all days (24x7) for local as well as outstation operational duty including holidays on round the clock basis. Non providing of Vehicle/alternate equivalent vehicle on any day/days will attract deduction of charges from the bill on pro-rata basis.

13. The calculation of mileage shall be from the reporting point to the relieving point and will not be calculated on garage to garage basis. For this purpose, the service provider shall ensure that the odometer of the supplied vehicle is properly sealed. In case of any doubt, the authorized officer of this office may get odometer of the vehicle checked from any authorized workshop at the cost of the service provider.

14. The vehicle provided should conform to the relevant Motor Vehicle Act Rules and be in perfect running/ Mechanical condition. The vehicle should be properly and comprehensively insured and should possess necessary permits/ clearance from the Transport authorities including pollution clearance. The service provider should ensure that all the mandatory documents such as Registration Certificate, Insurance Papers, Pollution Control certificate etc., relating to the hired vehicle are in the personal custody of the licensed driver.

15. The vehicle provided by the service provider as per the agreement should preferably be of model 2021, 2022, 2023, 2024. The vehicle should be provided with complete upholstery including clean and tidy

white seat covers/ towels and other necessary comforts and facilities. The interior & exterior of the vehicle should be well maintained and cleaned properly on daily basis. In case the condition of the vehicle is found to be unsatisfactory, they shall be returned for immediate replacement.

16. Safety being of paramount importance, the vehicle should necessarily be fitted with air safety bags for the driver as well as passengers.

17. Unutilized mileage below the contracted limit of 2000 Kms per month in respect of each vehicle will be carried forward to the next month and will be set off in subsequent month till the contract is in force.

18. The vehicle provided to the Department shall preferably be white/silver in colour. The driver should be in decent uniform (preferably white) which is to be supplied by the service provider.

19. The hired vehicle should not be used by the service provider or driver for any activity not covered by the contract. If it is found that there is violation, a sum of Rs. 1000/- will be deducted per instance of violation from the bill for the month.

20. The vehicle supplied by the service provider shall have permit to cart passengers. The service provider should comply with the Road Transport Authority (RTA) and other State Government Rules, regulations, etc. Any breach in these rules shall be at the complete risk of the service provider. The Income Tax Department will in no way be responsible for any damages/losses/action incurred to the travel agency arising out of this contract. Further, the Income Tax Department may insist from time to time to produce the relevant documentary evidences pertaining to the vehicle, driver, payment of Income Tax TDS, GST, payment of PF/ESI etc., failing which the Income Tax Department will withhold the payments or terminate the contract.

21. The vehicle shall have comprehensive insurance and fitness as per RTA Rules.

22. Certified copy of RC Books, Insurance Certificates and drivers' driving licenses are to be given to the Department at the same time of signing the contract. Whenever a driver is changed, copy of the driving license of new driver is to be furnished.

23. The service provider should provide driver(s) with valid driving license and mobile phone and driver(s) should have experience of more than three years of driving the class of vehicle offered for hire. The bill of the mobile phone is to be borne by the contractor. The driver should always be reachable on mobile phone during the period of his deployment.

24. The driver should be decent and well behaved. He should never report drunk on duty. He should not have any criminal background. It shall be the responsibility of the contractor/ vendor to verify the antecedents of the driver before deployment.

25. The contractor shall be responsible for verification of medical fitness and suitability of driver before deployment.

26. All statutory compliance related to employment of the driver need to be adhered by the contractor/ vendor.

27. Dedicated driver is to be provided to the Department. Any change would be permitted only in exceptional circumstances, on prior permission.

28. The driver should have knowledge of city routes and should be able to communicate and understand regional Language as well as in Hindi and English. **The service provider should also ensure that the vehicle is properly sanitized regularly.**

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

Sr. No.	Name of default	Penalty
1	Late Reporting	Rs. 100/- per day
2	Non-Reporting	Rs. 500/- per day
3	Refusal of duties	Rs.500/- per day
4	Non-observance of dress-code	Rs. 100/-per day
5	Change of driver without permission	Rs. 200/- per day
6	Untidy Vehicle	Rs. 100/-per day

30. The Service provider shall provide replacement of vehicle within one hour in case of break-down or servicing. In case replacement is not provided, the Income Tax Department will book similar vehicle from alternative sources and the expenses so incurred will be recovered from the monthly bill of the service provider.

31. Deployed personnel/ driver should not enquire about whereabouts of vehicle operation considering the confidential nature of job, also the contractor will refrain from seeking the whereabouts without consent of the concerned officer.

32. In case of any accident, all claims arising out of such accident shall be met by the service provider and also would indemnify the department for any loss, damages of property of life arising out of negligence of Driver or poor maintenance of vehicle. The Department shall not entertain any claim, damages, insurance liability, etc., arising out of mishap/accident etc. to the personnel employed by the service provider. The service provider will take such necessary action, under the various Acts/ Rules/Laws as required to take care of personnel deployed including medical treatment and transportation to hospital etc., as and when required. Office of the Commissioner of Income Tax(Appeals) Unit-1, Hisar will not be responsible for any claim in this regard.

33. The vehicle taken on hire will have to be parked in the office premises designated garages or at the premises of the officer to whom the vehicle is allotted/or at his/her discretion.

34. The basic fixed monthly hire charges shall cover the fuel charges for vehicle, repairs and maintenance, insurance, permit, driver's salary, and allowances including night batha, toll charges and all such incidental charges etc.

35. The service provider shall make regular, timely and full payment of labour charges, salaries and other payments as due, as per the labour laws or any other laws to its personnel deputed under the contract.

36. Bills are to be submitted on monthly basis before 5th of every succeeding month by the service provider to the concerned officer under the jurisdiction of Commissioner of Income Tax(Appeals) Unit-1, Hisar. **Each bill is to be attached with a trip sheet showing full particulars of travel duly countersigned by the officer using the vehicle/head of the office to which the vehicle is attached.** Payment will be made by ECS, after statutory and other deductions. However, no interest is payable on delayed payment.

37. A daily record indicating time and mileage for each vehicle is to be maintained in a logbook and entries therein must be certified by the user.

38. The service provider shall fully comply with all the applicable laws Rules and Regulations relating to Employees Provident Funds and Miscellaneous Provisions Act, 1952 including the payment of PF contributions, Payment of Bonus under Payment of **Bonus Act, 1965**, **Minimum Wages Act, 1948**, Workmen's Compensation Act, 1923, ESI Act 1948, Contract Labour (Regulation & Abolition) Act, 1970, relating to certificates of registration, relating to license, relating to issue of employment card and relating to annual returns of the principal employer, Essential Commodities Act, 1955. Interstate Migrant Workmen (RE and CS) Act, 1979, and/or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government agency or authority, including TDS as per Income Tax Act, 1961, and any other act as may be relevant as applicable to him from time to time.
39. The Income Tax Department also reserves the right to deduct actual loss additionally in the event of any other deficient service as determined by the concerned offices under the jurisdiction of Commissioner of Income Tax(Appeals) Unit-1, Hisar. The above deductions shall be made from the monthly bills.
40. Office of the Commissioner of Income Tax(Appeals) Unit-1, Hisar shall be at liberty to withhold any of the payments in full or in part for default in service and/or any loss/damage to Government property, equipment, etc. The decision of the Department will be final.
41. The service provider to whom contract is awarded should furnish name, address and contact number of a person with whom the Department/Controlling Officer of the Department should contact, in case of any problem faced with regard to service being provided by such contractor on daily basis.
42. Tenders submitted shall be governed by directions issued by the Ministry of Finance, Department of Revenue, Government of India as per whose schemes the vehicle is being hired.
43. The Department reserves the right to accept/ reject any tender or all tenders without assigning any reason.
44. The Contractor/ service provider should be registered as Service Provider with the Department of Labour (State Government), Employees Provident Fund Organization (Ministry of Labour and Employment, Govt. of India), Employees State Insurance Corporation (ESI Act, 1948) and any other Department, as required under the Law. The proof of the same shall be part of the qualifying-cum-technical bid.
45. The service provider shall be solely responsible for any/all disputes between him and the driver deployed by him. The Department will not entertain any such dispute and there should be no claim or liability against the Office of the Commissioner of Income Tax(Appeals) Unit-1, Hisar or any of its officers on this account. The service provider will keep the Office of the Commissioner of Income Tax(Appeals) Unit-1, Hisar indemnified against all actions.
46. The contractor/service provider should specifically note that the engagement of the service provider under this contract does not in any way confer any right on the Service provider or the persons that may be deployed by him in this office, for claiming any regular employment in this office or any other Government Office. The Service Provider should also obtain a written undertaking from the persons deployed by him to work in this office that they are fully aware that their deployment to work in this office does not confer any right on them for claiming any regular employment in this office or any

other Government Office. Attested copy of such undertaking has to be submitted to the Department at the time of signing of contract.

47. This is reiterated that this vehicle will be used for normal duty purposes, confidential/discrete enquiries, and other office duties in 24x7 manner. These duties shall also involve occasional travelling from Hisar office to other headquarters / offices, Tribunal offices, Courts etc. based out of or at Ludhiana, Chandigarh, Panchkula, Delhi etc. Hence, only serious candidates should apply, as in case of violation of terms & conditions as stated above, contract would be revoked or terminated and / or EMD forfeited and stern action taken as per applicable laws as in case of obstructing the normal course of government functioning and duties.

48. Tender is likely to be rejected because of non-fulfillment of any of the above terms.

49. If at any stage it is found that any of the details, documents furnished by the bidder is false/misleading/fabricated, his/her bid would be liable for cancellation without intimation to the bidder. Any violation of the aforementioned terms and conditions and if the services are not found satisfactory may lead to termination of contract without any notice.

50. **The tenderer should enter into agreement on Rs. 100/- stamp paper and the cost of stamp paper is to be borne by the tenderer.**

51. Arbitration:-

(a) In the event of any question, dispute or difference arising under this agreement or in connection therewith, except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Commissioner of Income Tax(Appeals) Unit-1, Hisar or in case his/her designation is changed or his/her office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Commissioner of Income Tax(Appeals) Unit-1, Hisar or by whatsoever designation such officer may be called (hereinafter referred to as the said officer) and if the Commissioner of Income Tax(Appeals) Unit-1, Hisar or the said officer is unable or unwilling to act as such the sole officer, the agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

(b) There will be no objection to any such appointment that the arbitrator is a Government servant or that he/she has to deal with the matter to which the agreement relates or that in the course of his/her duties as Government Servant he/she has expressed views on all or one of the matters under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his/her office or being unable to act for any reasons whatsoever such Commissioner of Income Tax(Appeals) Unit-1, Hisar or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his/her predecessors.

(c) The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

(d) The venue of the arbitration proceeding shall be the office of Commissioner of Income Tax(Appeals) Unit-1, Hisar or such other places as the arbitrator may decide.

52. Fast tag is compulsory.

53. In case the bid amount of more than one bidder are equal, preference will be given to the bidder offering better car, having previous experience in the department or having newer models or vehicle with lesser meter reading (vehicle travelled for lesser kilometers).

Court Jurisdiction:-

All disputes arising out of or in any way connected with the agreement shall be deemed to have arisen at Hisar and only court in Hisar shall have jurisdiction to determine the same.

*Note: The said clause is being maintained in order to avoid wastage of important government revenue and time in weeding out non-serious contractors/ vendors and the resultant bids or re-bids.