#### भारत सरकार GOVERNMENT OF INDIA

कार्यालय उप आयकर निदेशक (अन्वेषण)ए कमरा नम्बर 305एद्वितीय तल आयकर भवनए बठिंडा दूरभाष :0164-2222848, 2240848, 2241848



Office of the Deputy Director of Income Tax (Inv.), Room No.305, 2<sup>nd</sup> Floor, Aayakar Bhawan, Bathinda-151001 Ph.0164-2222848, 2240848, 2241848

दिनांक :

संख्या : उ०आ०नि०(अन्वे०)/बठिंडा/2022-23/1856

To,

The Joint Director (Systems)
Maqbool Road, Aayakar Bhawan,
Amritsar.

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

Please refer to the subject cited above.

2. In this regard, please find enclosed herewith "Notice Inviting Tender" for hiring operational vehicle for the O/o Deputy Director of Income Tax (Inv.), Bathinda to be uploaded on the website <a href="https://www.incometax.gov.in">www.incometax.gov.in</a>. The bid will be opened on 08.04.2023

Yours Faithfully

31.03.2023

(उत्कर्ष गुप्ता / Utkarsh Gupta) उप आयकर निदेशक (अन्वेषण), बठिंडा

Dy. Director of Income-tax (Inv.), Bathinda





Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3316789 Dated/दिनांक : 29-03-2023

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-04-2023 20:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	08-04-2023 20:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (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	Principal Director Of Income Tax Investigation	
ltem Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2000 km x 320 hours; Outstation	
Contract Period/अनुबंध अवधि	3 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1 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 नीलामी सक्रिय किया	No	

Bid Details/बिड विवरण		
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	1800000	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes	
EMD Detail/ईएमडी विवरण		
Required/आवश्यकता	No	
ePBG Detail/ईपीबीजी विवरण		

# Splitting/विभाजन

Required/आवश्यकता

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

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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No

## MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes	
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- 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 data sheet (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.
- 6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

#### Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):1

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):1

Minimum years (up to 5 years) of experience in related field:3

Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:1

Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies: 1

Geographic Presence in States:Bathinda

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::9

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package  $\mathfrak Q$ 

# Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
07-04-2023 11:00:00	Aayakar Bhawan, Bathinda

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Vehicle Type	Premium SUV	
Type of car (Please select at least 3 options)	Toyota Innova , Toyota Innova Crysta	
Usage Variant	2000 km x 320 hours	
Type of Service	Outstation	
Year of Vehicle Model	2020 , 2021 , 2022	
Km Travelled	Upto 50,000 Kms	
Air Conditioning Requirement	A/C	
Area of Operation	Plains	
Fuel Type Petrol		
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	Yogesh Kumar	151001,AAYAKAR BHAWAN, CIVIL STATION, BATHINDA	1	• Duration in Months : 36

# 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 Added text based ATC clauses

#### **Buyer Added Bid Specific Additional Terms and conditions**

1. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the service Provider must be located in the d istrict of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

- 2. Dedicated/ toll Free Telephone No. for Service support: BIDDER/OEM must have Dedicated/toll free Teleph one No. for Service Support.
- 3. Buyer Added text based ATC clauses.

# **Terms & Conditions**

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- 1. The vehicle offered should be preferably 7 Seater, (Toyota/Innova Crysta) or any other similar vehicle.
- 2. The vehicle must be in good working condition. The vehicles will be run by the Department for approxima tely 2000 kilometers per month for the O/o The Deputy Director of Income Tax (Inv.), Bathinda as op erational /staff vehicle. Charges for extra kilometers run beyond 2000 KMs per month will be paid @ Rs. 9/- per KM by the First Party to the Second Party, subject to deduction of TDS as applicable. U nused KMs of every month will be roll over and excess KMs to be calculated at the end of guarter.
- 3. The vehicles provided by the Contractor should be **made available on all days 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 prorate basis.
- 4. Preference will be given to a Local Vendors who is already in the same business of providing vehicles to ot her Govt./semi govt. departments.
- 5. The driver to be provided the contractor with the vehicle should be in uniform (white pants, white shirt an d black shoes.) Following conditions are also to be fulfilled by the Contractor/driver:-
  - (a) The driver should have a valid driving licenses and experience of more than three years of dri ving the class of vehicle offered for hire.
  - (b) The driver shall be provided with a mobile phone by the Contractor. The bill of the mobile phon es is to be borne by the Contractor. The driver should always be reachable on mobile phone du ring the period of his deployment.
  - (c) The driver should be in good health, decent and well behaved. He should not have any crimin al background. It shall be the responsibility of the Contractor to verify the antecedents of the driver before deployment.
  - (d) The contractor shall be responsible for verification of medical fitness and suitability of driver b efore deployment.
  - (e) The driver should have knowledge of city routes and should be able to communicate both in Hindi and English.
  - (f) All statutory compliance related to employment of the driver need to be adhered by the contr actor.
  - (g) Dedicated driver is to be provided to the department. Any change would be permitted only in exceptional circumstances, on prior permission.
  - (h) The personnel deployed by the contractor shall maintain decency, peace and order during dep loyment with the department. He shall behave courteously with all the officers/employees of th e department, other personnel working for the department and the visitors of the office/residen tial premises. The driver/personnel would be required to be immediately replaced by the contr actor on complaint of misbehaviour. Any damage to property by the deployed personnel shall

be recovered from the contractor.

- 6. All the claims/damages arising out of accident, if any, shall be settled by the Contractor. The responsibility for loss/damage of property/ life due to accident of the vehicle/driver shall be of the contractor. The Depart ment/officers(s)/officials(s) of the department shall not be responsible for any such loss/damage. The contractor will also indemnify the office of the concerned officer against any loss/damage of property or life attributable to negligence on the part of the Driver or poor maintenance of the vehicle.
- 7. The contract will be for three years with effect from the date of signing of agreement and can be renewed on mutual agreement (if found satisfactory) by the Department, on the same te rms and conditions or such modifications as agreeable to both the parties.
- 8. The contract can be terminated at any time, without assigning any reasons, by the department or the contractor by giving 30 days notice.
- 9. During the period of contract, no request shall be entertained for hike in the agreed rates due to any reas on.
- 10. The vehicles shall have comprehensive insurance and fitness as per RTO rules and compliance to the provi sions of the Motor Vehicles Act/Rules. All legal obligations in respect of the vehicle i.e. Road Tax, RTO perm issions etc. and the driver i.e. minimum wage, social security etc. will be the responsibility of the contracto r.
- 11. The bidder should keep the following documents to justify their capacity to execute the contract: Certificat e of Registration of Vehicle, Insurance of Vehicle, Road Tax Certificate, Emission Test certificate etc. in original.
- 12. The vehicle should be registered as public service vehicle (commercial vehicle) with the competent author ities of the State Government.
- 13. The vehicles are to be maintained in excellent condition and regular cleaning & servicing be ensured.
- 14. The contractor shall provide replacement of vehicle within one hour in case of breakdown or servicing or a bsence of driver. In case replacement is not provided, the Income Tax Department shall deduct proportion ate amount on daily basis from the bills. In case of late reporting, penalty of 50% of proportionate contract charges per day may be levied.
- 15. A penalty of Rs. 2500/- (Two Thousand Five Hundred) per day vehicle may be levied if any vehicle fails to meet the terms and conditions prescribed here in above on any day. The penalty for some to the defaults is as under:-

I. Late Reporting : 50% the penalty i.e.Rs.

1250/-

II. Non- reporting : 2500/-

III. Poor maintenance of vehicle : 50% of the penalty i.e Rs. 1

250/-

IV. Change of drivers without permission : Rs. 1250/- per instance.

V. Refusal of duties : Rs. 1250/- per instance

16. The basic fixed monthly hire charges of Rs. 49,999/- (excluding of GST) shall cover the fuel charges for vehicle, repairs and maintenance, servicing, insurance, permit, statuto

ry dues, taxes, other risks and liabilities, driver's salary and allowance, etc. Night Bhat ta will be 200 per night when driver stays outstation for office duty, Parking charge& T oll taxes will be reimbursed on actual basis. No request for any extra payment would be entertained TDS & GST and other statutory taxes will be deducted as per the provisions of the Income Tax Act, 1961 and laws in force while making payment.

- 17. Payment shall be made by the office of **The Deputy Director of Income Tax (Inv.), Bathinda** after the end of every month on presentation of the bill within a reasonable time. However, no int erest is payable on delayed payment.
- 18. A daily record indicating time and mileage for the vehicle is to be maintained in log book and ent ries therein must be certified by the user.
- 19. The unused Kms of a month will be carried forward to the subsequent month till the contract end s. The unused kilometers would mean the difference between agreed kilometers i.e. 2000 KMs run in a month and actual kilometers run by a vehicle is less that the agreed kilometers.
- 20. The vehicles taken on hire would have to be parked either in the office premises or at the premises of the officer to whom the vehicle is allotted/or at his/her discretion.
- 21. The contractor to whom contract is awarded would furnish name, address and contact number of a person with whom the department/ controlling officers (of the Department) should contract, in c ase of any problem faced with regard to service being provided by such contractor on day to day b asis.
- 22. Any violation of the aforementioned terms and conditions and if the services are not found satisf actory may lead to termination of contract without any notice.
  - 23. The Second Party shall ensure that the vehicle is insured properly and all other statutory dues are paid in time and shall comply with Motor Vehicle Act/Rules/other statutory require ments. The First Party shall not be responsible for any lapse on the part of the Second Part V.
  - 24. Hire Charges to be paid by the First Party will be as per following details:
    - a) Monthly charges of **Rs.49,999/-** shall be paid by the First Party to the Second Party (subject to deduction of TDS as applicable) as hiring charges of vehicle for 2000 KMs in a month. Proof of GST Payment must be provided by Second Party to First Party after the p ayment.
    - b) Charges for extra kilometers run beyond 2000 KMs per month will be paid @ **Rs. 9/-** per KM by the First Party to the Second Party, subject to deduction of TDS as applicable

      . Unused KMs of every month will be roll over and excess KMs to be calculated at the end of quarter.
- 25. In case of dispute regarding interpretation of any term or condition of the tender/contract, the de cision of The **Deputy Director of Income Tax (Inv.), Bathinda** will be final.

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#### 3. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 4. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

## 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 <u>General Terms and Conditions/सामान्य नियम और शर्तें</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> 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 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---