

भारतसरकार  
अपरआयकरआयुक्त, रेंज-1,  
आयकरभवनऋषिनगर, लुधियाना  
टैलीफैक्स - 0161-2304340



Government of India  
Addl. Commissioner of Income Tax,  
Range-1, Aayakar Bhawan, Rishi Nagar,  
Ludhiana  
Tele fax - 0161-2304340

फा.सं./अ.आ.आ./रेंज-1/लुधि/2024-25/

1386

दिनांक : 25.09.2024

To

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

Sir

**Subject: Uploading of e-tender on the website [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in)  
- Regarding-**

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Kindly refer to the subject cited above.

2. In this regard, it is hereby being enclosed  
“Notice Inviting Tender” (floated on GEM Portal) for Hiring Monthly Basis Cab & Taxi  
for Addl. Commissioner of Income Tax, Range-1, Ludhiana; to be uploaded on the  
website [www.incometax.gov.in](http://www.incometax.gov.in). The bid end date/time is 04/10/2024 at 17:00 Hrs.  
and bid opening date/time is 04/10/2024 at 17:30 Hrs.

Yours faithfully,

(Dr. Rishi Kumar, IRS)

Addl. Commissioner of Income Tax,  
Range-1, Ludhiana.



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/5435523

Dated/दिनांक : 24-09-2024

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-10-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-10-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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	Patiala
Item Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 km x 320 hours; Local 24*7
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)	10 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 Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder 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 Details/बिड विवरण**

Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
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
Arbitration Clause	No
Mediation Clause	No

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**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 document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the 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. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

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.

7. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

**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):2**

**Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):2**

**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:LUDHIANA (PUNJAB)**

**Scope of Work:1727177060.pdf**

**Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 Km X 320 Hours; Local 24\*7 ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Vehicle Type	Premium Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Ciaz

Specification	Values
Usage Variant	2000 km x 320 hours
Type of Service	Local 24*7
Year of Vehicle Model	2024 , 2023
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any
<b>Addon(s)/एडऑन</b>	

**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	Rishi Kumar	141001,1ST FLOOR, AAYKAR BHAWAN, RISHI NAGAR, LUDHIANA.	1	<ul style="list-style-type: none"> <li>Duration in Months : 36</li> </ul>

**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. Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

**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. Buyer Added Bid Specific ATC**

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

## 5. Service & Support

The Service Provider must own 30% of the bid quantity of vehicles in Service Provider's name or in the name of the proprietor / partner of the Service Provider. Necessary documents relating to proof of ownership will be uploaded by the bidder for verification of the buyer. Such Service Provider owned vehicles will be part of the fleet to be deployed by the Service Provider in case he gets the contract against this bid.

### 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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

**Permissible Monetary Limit for hiring of Vehicle(s)**

<b>Sr. No.</b>	<b>Category</b>	<b>No. of vehicle to be hired</b>	<b>Vehicles</b>	<b>Model</b>	<b>Maximum permissible monthly hiring charges</b>
1.	Operational Vehicle	1 (One)	Maruti Suzuki Ciaz <i>Sedan</i>	Model must be Latest / 2024 only, alongwith copy of RC.	Rs.50,000/- Plus GST Extra

**\* Bidder can participate bid for above required vehicle by accepting the terms and conditions of the following agreement.**

**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 owner/person responsible must have registered office in **Ludhiana, Punjab** as on date of tender. The concern of the person/owner should be well established in the field of providing vehicles with at least **03 years** of experience. The service provider/bidder shall be a proprietorship/partnership registered firm/company and the vehicle(s) should be registered. The firm should have similar two or more vehicles already into the service for replacing the agreed vehicle in case of any breakdown etc.
3. 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 vehicle(s), this office may empanel other service providers who are prepared to provide services as per same terms and conditions.
4. The successful bidder has to enter into a formal contract with the Addl. Commissioner of Income Tax, Range-1, Ludhiana to sign the contract on this behalf setting forth the terms and conditions of contract.
5. 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.



6. During the period of contract, no request shall be entertained for any hike in the agreed rates due to any reason.
7. The vehicle shall be for exclusive use of this office and should not be used by the service provider for any other purpose.
8. The vehicle provided by the service provider should be made available on all days including holidays and round the clock.
9. 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.
10. The vehicles provided should conform to the relevant Motor Vehicle Act Rules and be in perfect running/ Mechanical condition. The vehicles 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.
11. The vehicles provided by the service provider as per the contract should model of 2024 (till date of execution of contract). The vehicles should be provided with complete upholstery including clean and tidy white seat covers/towels and other necessary comforts, perfumes, fast car charger and facilities etc. The interior & exterior of the vehicles should be well maintained and cleaned properly on

daily basis. In case the condition of the vehicles is found to be unsatisfactory, they shall be returned for immediate replacement.

12. Safety being of paramount importance, the vehicles should necessarily be fitted with air safety bags for the driver as well as passengers.
13. 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.
14. The vehicle provided to the Department shall preferably be **white** in colour. The drivers should be in decent uniform (Dark Grey, Black Belt, Black Shoes) which is to be supplied by the service provider.
15. The hired vehicles 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. 1,000/- will be deducted per instance of violation from the bill for the month.
16. 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.

17. The vehicle shall have comprehensive insurance and fitness as per The RTA Rules. The contractor shall be responsible for verification of medical fitness and suitability of driver before deployment.
18. Certified copy of RC Books, Insurance Certificates and driver's 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.
19. The service provider should provide driver(s) with valid driving license and mobile phone. The driver should have knowledge of various cities routes and should be able to communicate and understand regional Language as well as in Hindi and English. Any change of driver is to be intimated in advance. **The service provider should also ensure that the vehicle is properly sanitized and cleaned regularly.**
20. 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:-

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	Rs. 200/- per day
6	Untidy Vehicle	Rs. 100/-per day

21. 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 vehicles from alternative sources and the expenses so incurred will be recovered from the monthly bill of the service provider.

22. 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 for 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 Addl. Commissioner of Income Tax, Range-1, Ludhiana will not be responsible for any claim in this regard.
23. 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 direction.
24. The basic fixed monthly hire charges shall cover the fuel charges for vehicles, repairs and maintenance, insurance, permit, driver's salary, and allowances including night batha, toll charges and all such incidental charges etc.
25. 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.
26. Bills are to be submitted on monthly basis before 5th of every succeeding month by the service provider to the concerned officer(s). Payment will be made by ECS, after statutory and other deductions.

27. The service provider shall fully comply with all the applicable laws Rules and Regulations relating to Employees Provident Fund and Miscellaneous Provisions Act, 1952 including the payment of PF contributions Payment of Bonus under Payment of **Bonus** Act, 1965, The **Minimum** Wages Act,1948, The Workmen's Compensation Act, 1923, The ESI Act 1948, The Contract Labor(Regulations & 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 The Income Tax Act, 1961, and any other Act as may be relevant as applicable to him from time to time.
28. 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 office. The above deductions shall be made from the monthly bills.
29. The Department 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.
30. 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.

31. 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.
32. The Department reserves the right to accept/ reject any tender or all tenders without assigning any reason.
33. The Contractor/service provider should be registered as Service Provider with the Department of the Labour (State Government), The Employees Provident Fund Organization (Ministry of Labour, Govt. of India), The 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.
34. 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 Addl. Commissioner of Income Tax, Range-1, Ludhiana or any of its officers on this account. The service provider will keep the Office of the Addl. Commissioner of Income Tax, Range-1, Ludhiana indemnified against all actions.
35. 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.

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

37. If at any stage, it is found that any of the detail documents furnished by the bidder is false/misleading/fabricated, his/her bid would be liable for cancellation without intimation to the bidder. In case of any violation of the aforementioned terms and conditions or if the services are not found satisfactory, the department may terminate the contract without any notice.

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

**39. Arbitration:-**

(a) In the event of any question, dispute or difference arising under this contract or in connection therewith, except as to matter the decision of which is specifically provided under this contract, the same shall be referred to sole arbitration of the Addl. Commissioner of Income Tax, Range-1, Ludhiana 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 Addl. Commissioner of Income Tax, Range-1, Ludhiana or by whatsoever designation such officer may be called (hereinafter referred to as the said officer) and if the Addl. Commissioner of Income Tax, Range-1, Ludhiana or the said officer is unable or unwilling to act as such the sole officer. The contract 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 contract 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 Addl. Commissioner of Income Tax, Range-1, Ludhiana or the said officer shall appoint another person to act as arbitrator in accordance with terms of the contract 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 Addl. Commissioner of Income Tax, Range-1, Ludhiana or such other places as the arbitrator may decide.
40. Fast tag is compulsory.
41. In the 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 latest 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 contract shall be deemed to have arisen at Ludhiana and only court in Ludhiana shall have jurisdiction to determine the same.