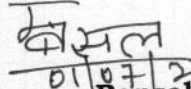


## **TENDER NOTICE FOR HIRING OF OPERATIONAL VEHICLE**

The Dy. Commissioner of Income Tax, International Taxation, Circle Gurugram, invites sealed tenders for one mid-sized Operational Vehicle (Innova or Creta Only) on contract basis for use by O/o Dy. Commissioner of Income Tax, International Taxation, Circle Gurugram, Gurugram with complete facilities, on hire basis along with driver & fuel. The contract will be **for 09 months effective from the date of contract**. Tenders may be submitted in sealed cover to the office of Dy. Commissioner of Income Tax Circle, International Taxation, Circle Gurugram, Gurugram, on working days during office hours. The Department reserves the right to accept or reject any tender and its decision shall be final. The last date of submission of the tenders is **06.07.2020 at 11:00 A.M.** Bids will be opened in the office of the Dy. Commissioner of Income Tax Circle, International Taxation, Circle Gurugram, Gurugram, in the presence of one representative of each of the bidders who wished to be present on **06.07.2020 at 03:00 P.M.**

The tender form along with terms and conditions in this regard may be obtained from the O/o Dy. Commissioner of Income Tax, Circle, International Taxation, Circle Gurugram, Gurugram during office hours up to 03.07.2020 at 3:00 P.M. or can be downloaded from the website [www.incometaxchandigarh.org](http://www.incometaxchandigarh.org).

**Note: Tenders will be accepted in the prescribed format only otherwise the same will be rejected.**

  
01/07/20  
**Gaurav Bansal**

Joint Commissioner of Income Tax  
(OSD), Circle Gurugram, Gurugram

**Contract for Hiring of 1 (One) Operation Vehicle in the O/o Deputy  
Commissioner of Income Tax, International Taxation, Circle- Gurugram**

The O/o Deputy Commissioner of Income Tax, International Taxation, Circle- Gurugram (hereinafter referred to as the "Department"/"Buyer") intends to hire vehicle services as per defined scope of work in this contract. The services are being hired a period of 9 month with effect from 06.07.2020 to 31.03.2021 and is renewable on mutual agreement (if found satisfactory) by the Office on the same terms and conditions or such modifications as agreeable to both the parties. the vender shall render the services under the scope defined in this contract. Accordingly, transport services on hiring basis are required on the following basis:

<b>Number of Vehicles: 1 (One)</b>	<b>Monthly Mileage: <u>2400 kms</u> Monthly Duty Hours: <u>300 hours</u></b>	<b>Period of Contract - From <u>06.07.2020 to 31.03.2021</u></b>
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Make of Vehicle: Innova or Creta only.

**Vendor Obligations/ Conditions to be follows:**

1. Vendor agrees to provide quality services as per SLAs mentioned in the contract.
2. Vendor will provide 1 vehicle of the make and model as per the bids placed by him against the e-tender issued by the department (Innova or Creta only).
3. Vendor shall ensure that assigned vehicle and driver report as per schedule provided by user Office/individual user. In an event of delay in arrival beyond 15 minutes, user shall have right to hire other taxi services (which may or may not be of similar hired car category). The fare charges shall be charged to Vendor.
4. All statutory compliance related to employment of the driver including payments of CPF, ESIC etc need to be adhered by the Vendor as per law.
5. Vendor agrees to terms and conditions of the contract and shall ensure full compliance to them.
6. Vendor to ensure that all maintenance works related to assigned vehicle shall be carried out in off duty hours.
7. Vendor to ensure that vehicle deployed shall arrive at designated location on time and with full tank of fuel.

8. In the event of any break-down, servicing and repairs of vehicles, the Vendor at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.
9. The Vendor shall not be allowed to sub-let or sub-contract to any person/agency/entity, the Contract being awarded to him. The vehicles must be in the name of the Vendor only.
10. During the period of contract, no request shall be entertained for hike in the agreed rates due to any reason.
11. The Vendor should keep the following documents to justify their capacity to execute the contract: Certificate of Registration of Vehicle, Insurance of Vehicle, Road Tax certificate, Emission Test Certificate etc. in original. A copy of these documents will also be given to office for record, and a copy of these would be kept in the respective vehicles being provided.
12. The Vendor shall only provide vehicles which have the comprehensive insurance.
13. Police verifications for deployed drivers shall be ensured by Vendor.
14. The Vendor will furnish name, address and contact number of a person with whom the Office/controlling officer (of the Office) should contact, in case of any problem faced with regard to service being provided by such contractor on day to day basis.
15. Vendor shall update the log book on daily basis and produce the same for verification at the end of the month. Failure to do so shall be penalized as per this contract.
16. All attempts shall be made to provide quality services.

#### **Hiring of Transport Services on Monthly/Yearly basis**

1. Vendor shall provide the vehicles at a basic fixed monthly rate as fixed by the CBDT, excluding taxes, as quoted by him in the bid wherein he was selected as L1 vendor by the Office in the e-tender process.
2. Vendor shall accept the order immediately within 2 days for booking periods of a month or more.
3. The vehicle will be run by the Office for approximately 2400 kilometers per month for the Office as Staff/Operational vehicles and may be required to be deployed or travel out of station for a few days every month. In case the vehicles are required to run outside Gurugram the vendor shall provide Rs. 5000/- to the driver for additional Diesel/Petrol consumption.
4. The vehicle shall be in use from 09:00 a.m to 09:00 p.m under normal conditions. However, if need arises the timings may alter. Further the vehicle will be parked at the place earmark by the department.
5. The vehicles provided by the Contactor 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 prorated basis.
6. The basic fixed monthly rate is inclusive of all expenses such as monthly salary of driver(s), repairs and maintenance of vehicles, insurance, petrol/diesel, oil, RTO related levies/duties/taxes/ etc. and all other incidental expenses relating to 'Vehicles' including

taxes, penalty, recoveries, fine, parking fees, etc. No additional charges over and above quoted rates in the bid will be paid to the Vendor. No separate payment(s) will be made for driver's salary, overtime or any other incidental expenditure.

7. For calculating the total run kilometers of the vehicle, the distance travelled by the vehicle from the office/home of vendor to the place of reporting shall not be taken into account and the same shall be deducted from the total run kilometer at the end of the month.
8. **The unused Kms of a month will be carried forward to the subsequent months till the contract ends** and shall be adjusted/reduced against such excess mileage/kilometers as the case may be, before further charge per kilometer could be invoked.. The unused kilometers would mean the difference between agreed kilometers i.e 2400 Kms run in a month and actual kilometers run by a vehicle is less than the agreed kilometers.
9. If a vehicle runs for more than 2400 kms in a month, then the rate per kilometer charged by the vendor would be **₹ 10/km**, or less.
10. The office reserves the right to increase/decrease the number of vehicles of the ordered quantity at the same rate and terms and conditions.
11. The bills shall be prepared on the basis of log book entries. The Vendor shall raise the bills on a monthly basis and submit to this office in triplicate, latest by 7<sup>th</sup> day of the month following the month in which such vehicle(s) is used. In case of broken period of a month, pro-rata charges will be applicable.
12. If for any unavoidable reason, there occurs a delay towards the payment to vendor, the vendor shall not claim any interest for such late payments. No advance payment shall be made to the vendor.
13. Under the normal situation the payment shall be made within the due time once the bill is submitted by the vendor. However, if for any unavoidable reason the payment is delayed to the vendor, the vendor shall continue to provide the services to the satisfaction of the Office.

### **Vehicle**

1. The vehicles provided should be of make and model and registration as specified by the Vendor in the bid placed by him in the e-tender process (Innova or Creta only).
2. The 'Vendor' shall supply only such vehicle(s) which is manufactured not before 01.01.2015 or the latest model having desired safety features such as ABS, EBD/ESC, Alloy Wheels, Powered windows/Breakings/steering/AC etc. in the given Brand/model of the company. The vehicle should be registered with the concerned authorities of Central/state Government. A certificate to this effect should be provided with the Technical Bid document. Also the conditions prescribed in Section 66 of Motor Vehicle Act, 1988 for hiring of vehicles should be fulfilled. Preference will be given to newer model of the vehicle.
3. The vehicle should be registered as a commercial vehicle in same state as the service is requested in.

4. The vehicle(s) provided by the Vendor shall have valid Registration Certificate, full comprehensive insurance to cover third party and occupants, fitness certificate, PUC, permit etc. and any other relevant permits/licenses essentially required by the RTO and any other statutory bodies for commercial operations, and must be revalidated before the expiry of the due date during the tenure of the contract period. The documents related to vehicles including proper insurance papers of the vehicle should be available/ kept in the vehicle.
5. The vehicle should have valid permit to travel anywhere in Haryana and Delhi (preferably with permit to travel in Chandigarh, Himachal Pradesh and Punjab as well). The vehicle should have proper registration as Taxi/Commercial vehicle with concerned Central and State Government.
6. The 'Vendor' shall also ensure that the vehicle is in perfect running condition at all times during the currency of the contract.
7. The 'Vehicle' should be maintained in excellent condition and regular exterior and inside cleaning must be ensured.
8. All vehicles shall be equipped with an emergency medical kit and a fire extinguisher.
9. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning (if requested as an add on) and other vehicle systems shall be periodically checked and maintained by Vendor to avoid any inconvenience to user Offices.
10. Vehicle should be parked at the place as advised by the supervisor in charge and should be available when not booked. If the vehicle needs to be away for some reasons like refueling, petty repairing etc, it should be with the knowledge of the ITO(HQ)(Admin) in the office (hereinafter referred to as the "controlling supervisor"). Moving away without the knowledge of the controlling supervisor will be considered as non-available and will be liable for penalty.
11. Dedicated vehicles and drivers must be provided. And should not be changed without prior approval of the Officer/office Concerned. If due to any unavoidable circumstances either the vehicle or the driver or both are to be replaced, the same is to be done after consent of the Office.
12. The vehicle should carry suitable Plate/Card indicating vehicle "On duty of Government of India, Income Tax Department" and shall be made and displayed by the 'Vendor' at his own cost.
13. Vehicle should have a mobile charger, ambient freshener.
14. The vehicle 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.
15. The vehicles will be used exclusively for Income Tax Office, Gurugram for all seven days in a week during the entire contract period. The vehicles should not be used by the vendor or driver for any other organization or individual or for any other purpose during the entire contract period.
16. During office hours and after office hours, the vehicles shall be parked either in the office premises or at a place as decided by the office.

17. In case of break down etc. of vehicle, the same should be replaced with the similar class/type of vehicle immediately. If the 'Vendor' withdraws any of the 'Vehicle' at any time for repairs or for meeting any other stipulations or otherwise without making proper alternative provision, this office shall be at liberty to hire a vehicle from market and in such a situation the charges for such hiring shall be deducted from the dues of the 'Vendor' in addition to the levy of penalty of Rs. 2,000/- (Rupees Two Thousand only) per day per vehicle.
18. The Office reserves the right of selection of any particular type of vehicle over the other.

### **Driver / Staff Deployed**

The Vendor shall be responsible for the acts and deeds of drivers of the vehicles including following -

1. Driver should have valid driving license with minimum 3 years' experience in driving. He must have sufficient knowledge of traffic rules and other relevant government rules and should follow the same. The vendor shall submit the documentary evidence with the office regarding the driving license, educational and other qualification of drivers prior to award of contract to the vendor.
2. The Drivers of Vehicles must follow traffic rules and other resolutions prescribed by the Government from time to time and must not have any traffic/criminal case pending against them.
3. Driver should be well behaved and should bear good moral character.
4. The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty.
5. The drivers/staff of the vehicles deployed for user Office duties maintain polite & courteous behaviour towards Office users as well as to other Official staff. Following may be construed as "Misbehaviour" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.
  - Denial of duty during contract period, or during hours as notified by user Offices
  - Use of abusive language
6. The driver should not have any criminal background. It shall be the responsibility of the Contractor to verify the antecedents of the driver before deployment.
7. The Contractor shall be responsible for verification of medical fitness and suitability of driver before deployment.
8. The driver should have knowledge of city routes, especially Delhi & Gurugram, and should be able to communicate both in Hindi and English.
9. Driver should be in uniform (White Colour/or colour as decided by the department) and that would be provided by the vendor. The expenses for uniform should be borne by the vendor.
10. Driver must be provided a working mobile phone and contact number be provided to the controlling supervisor in office. The expenses for mobile phone should be borne by the vendor.

11. In an event that for any reasons the driver changes his contact number during the tenure of the contract then Vendor will immediately notify the user Office of the above change.
12. The driver shall be reachable at all times during duty hours.
13. Only drivers that possess a valid commercial driving license shall be deployed by Vendor.
14. Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific colour as per Office's requirement.
15. The driver shall not report for duty in an inebriated state. In such an event user Office shall have full rights to terminate the contract with immediate effect.
16. Any complaint from the users/staff of the user Office with respect to their behaviour/ uniform will be viewed seriously and it will be brought to the notice of the Vendor, who shall take suitable action.
17. Gossiping with the guests and using mobile phone during driving is not allowed. In case of urgency, driver should park the vehicle with permission from the user and talk in the mobile to the minimum duration.
18. As soon as the driver is advised to attend any guest by the administration, the driver should call/sms the guest giving his mobile and vehicle details. Charges of calls/SMSs will be on contractor's account.
19. Vehicle and driver should not be changed frequently. Any such changes should be informed by the contractor to the user and/or controlling supervisor well in advance for permission.
20. In case of driver falling ill or due to any other exigency the driver becomes unable to report to duty with the vehicle, the vendor shall give prior information in this regard to the Income Tax Officer (HQ)(Admin), O/o Pr. Commissioner of Income Tax, Gurugram and shall provide alternate suitable driver immediately to report on duty.

#### **Statutory Rules Compliance & Taxes**

1. The Vendor shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the user Office requirement. User shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of Vendor's vehicle.
2. 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 Office/officer(s)/official(s) of the Office 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.
3. The Vendor shall be solely responsible for any claims by any third party and/or employees of user Office travelling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.

4. The Office will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the Vendor. The driver as well as Vendor shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user Offices would not be held liable/responsible in any manner what-so-ever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the Vendor only and user/user Offices will not be liable in any manner.
5. The Vendor shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the Vendor shall not be deemed to be employees of the user Office hence the compliance of the applicable acts laws will be the sole responsibility of the Vendor.
6. The Vendor shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.
7. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the Vendor's risk. Also, alternate vehicle of similar or higher category will be provided by Vendor without any extra charges.
8. The cars deployed for duty for the user Office shall at no point of time carry any person other than personnel authorized by user Office. The Vendor has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
9. The Vendor shall provide at his own cost proper uniform and badges as per State Motor Vehicles Rules (amended up to date) and photo identity cards to the drivers.
10. At the option of the office, Vendor shall provide vehicle tracking system and will submit the record /data of journey including pickup time and drop time along with mileage. The mileage count will start from the location of pickup and no extra kilometers from the garage to the pickup point will be provided.
11. Payment shall be effected by credit into the bank account of the Vendor through ECS/RTGS within 10 days from the date of receipt of bills complete in all respect. User Office shall pay the vendor all amounts on an invoice that are not the subject of a bona fide dispute within 10 days after Office's receipt of a valid invoice that complies in all material respects in terms of this Agreement; the payment shall be subject to any deductions such as penalties, statutory deduction etc.
12. GST will be charged extra on the base fare as per the prevailing rates. TDS & GST-TDS will be deducted as per the provisions of the Income Tax Act, 1961 & GST Act while making payments.
13. In case of any failure or omission due to natural calamities, hurricanes or due to any statue or regulations of the Government or because of any lock outs, strikes, riots, embargos for any political reasons or otherwise beyond the control of any party



including war (whether declared or not), Civil war or state of insurrection, the Office or vendor will give notice to other party at the earliest of the occurrence of such incident that on account of the above event, the notifying party has delayed the performance as it was beyond its reasonable control and it was not due to negligence of default on its part. The parties will be relieved of their respective obligations to perform, hereunder, for so long, as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the force majeure is established as provided herein above.

#### **Taxes & Allowances during Journey**

1. Toll Tax, Octroi, Parking Charges and other statutory levies, if any, paid during the journey would be billed on actual and shall be paid by Office. Documents in this regard will be attached to the bill and be produced by the vendor.
2. Drivers' Overnight allowances during outstation journeys, if any, would be billed on actual and shall be paid by Office, subject to a maximum amount of Rs. 250/- per driver per night.

#### **Payments of Extra Kms / hours**

1. **All distances shall be calculated from the reporting point. No payment shall be made for journey from garage to reporting point.**
2. If a vehicle runs for more than 2400 kms in a month, then the rate per kilometer charged by the vendor would be **₹ 10/km**, or less.
3. No request for escalation of monthly hire charges will be entertained by the Office. However, if the rates are revised by the competent authority of the department, the same shall be applicable for the remaining period of the contract.

#### **Service Level Agreements**

1. The Vendor shall be required to meet the following Service Level Agreements (SLAs) while providing services to user Offices. Breach of any of these SLAs will result in monetary penalties on Vendor and repeated breach SLAs may result in termination of contract.
2. A logbook of each of the instances of violations of contractual obligations including SLAs by the vendor as mentioned here shall be maintained online. Every violation shall attract penalty as mentioned in the following section.
3. Before imposing a penalty, the Office will provide 3 days prior notice to the vendor to make his/her representation. The vendor confirms and agrees that penalty whenever becomes payable the same shall be deducted by the user Office from the payments due to the vendor.
4. The Contract for providing 'Vehicles' shall be effective for a duration of **9 (nine) months** from 06/07/2020 to 31/03/2021 and may be extended further as per mutual

agreement for maximum 9 months (upto 31/03/2021). This extension is subjected to satisfactory performance of 'Vendor' and to the satisfaction of the Office and as per the terms and conditions of this tender document unless terminated earlier for violation of any of the terms and conditions mentioned here in the tender documents.

5. The Office reserves the option to terminate the contract by giving a notice in writing of 15 days for failure on the part of the 'Vendor' to honour the terms and conditions of the contract without any compensation to the Vendor. The 'Vendor' can also terminate the contract by giving in writing a notice of 60 days. For the part period of the month, payment would be made on pro rata basis.

### **Penalties for Non-Compliance of Service Level Agreement**

Penalties will be levied on the Vendor, for the violation of Service Level Agreement of the contract as mentioned below:

1. **Breach of contractual obligations:** The following incidents will be considered as the breach of contract and will result in immediate termination of services.
  - Invalid registration papers of vehicles deployed
  - Operating vehicles without or expired comprehensive insurance coverage with unlimited liability of risk
  - Tampering with odometer
  - Any attempt to forge service related documentation
2. **Breach of SLAs:** Breach of SLAs shall result in penalties as per provisions of contract. Breach of SLA shall be defined as – if performance levels go below defined “lower performance” levels as specified in SLAs
3. **Events of default** – Following events may result in termination of services. The decision of Office in this regard would be deemed final and binding.
4. Cumulative penalties rise to 10% of the contract value
5. Repeating breach of any SLA beyond 3 instances may result in termination. Office may choose to terminate services at his discretion once SLAs have been breached beyond 3 instances.

Sr .	Service Level Agreement	Base Line	Lower Performance	Penalties for breach		
				1 Instance	2 Instance	3 Instance
1	Update log sheet	Weekly	Once in 10 days	₹ 500/- per vehicle	₹750/-per vehicle	₹1000/- per vehicle
2	Delay in arrival or	on time / zero	15mins / zero	₹ 1500 + Provide a	₹ 1500 + Double the	₹ 1500 + Contract

	driver not contactable	instances	instances	substitute Vehicle.	amount of substitute vehicle	of	terminated
3	Misbehavior with users or Office staff	zero instances	zero instances	₹1500 respective vehicle	₹1500 respective vehicle & Driver to be replaced immediately	be	₹1500 and Driver to be replaced immediately or contract terminated
4	Vehicle breakdown midway trip including AC, or vehicle poorly maintained	zero instances	1 per month	Provide substitute vehicle immediately within 30min + ₹1000/- penalty per vehicle + ₹2000/- if vehicle not provided	Provide substitute vehicle + ₹1000/- penalty per vehicle, + ₹2000/- if not provided	+	Vehicle should be replaced with immediate effect + ₹1000/- penalty per vehicle + ₹2000/- if vehicle not provided
5	Unsafe/Rash Driving	zero instances	zero instances	₹1000/- per instance	₹1000/- per instance and Driver to be replaced immediately	per	₹1000/- per instance and Driver to be replaced immediately
6	Driver in an intoxicated state	zero instances	zero instances	₹2000/- per vehicle	₹2000/- per vehicle and Driver to be replaced immediately	per	₹2000/- per vehicle and Driver to be replaced immediately or contract terminated
7	Breach of any of the terms and conditions	zero instances	zero instances	₹1000/- per instance	₹1000/- per instance	per	₹1000/- per instance

mentioned in the tender document					
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6. The above mentioned penal amount will be deducted from the monthly bill submitted by the vendor. However, in case of frequent violations of the terms and conditions, the contract can be cancelled forthwith without any notice.
7. 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.
8. In the event of any question, disputes or differences arising between the parties relating to the interpretation and application of the provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and in case of failure to do so, the decision of the Addl. Commissioner of Income Tax, International Taxation, Chandigarh will be final.
9. The bidder has to submit the bid in sealed cover marking 'Quotation for Vehicle Hiring' and have to be addressed to the Dy Commissioner of Income Tax Circle, International Taxation, Circle Gurugram, Gurugram. Bids will be accepted up to 11:00 AM on 06.07.2020. Bidders should submit the bid as with prescribed self-attested supporting documents. Bid will be opened at 03:00 PM on 06.07.2020.
10. The bidder may remain present at the time of opening of the tender by the Local Purchase Committee / Tender Committee.
11. The vehicle will be taken by the Income Tax Department on contract basis from the successful bidder as per terms and conditions for contractors as specified above.
12. Where the bid is received after the due date (including on account of reasons of postal delay) the same will not be considered.
13. The successful bidder has to enter into a formal contract with the Dy. Commissioner of Income Tax, International Taxation, Circle Gurugram, Gurugram.
14. The Income Tax Department reserves the right to cancel/postpone the tender/contract procedure without assigning any reasons there for.
15. If the quotations equal in all aspects have been received, selection will be done on following guidelines:-

a) In case the quotations of more than one bidder are equal in respect of vehicle, preference will be given to the bidder with lesser meter reading (Vehicle travelled for lesser kilometers).

b) Preference will be given to new vehicles.