

1. The Vehicle shall be in excellent condition. The color of the car/vehicle will be White/Silver. The vehicles must have valid taxi permit in the territory of Maharashtra, the decision of PCIT will be final with regard to acceptance of vehicle.

2. The vehicle shall be for the exclusive use of the Income Tax Department for all seven (7) days of a week. The department shall not allow to use of hired vehicles, by the vendor, for any other purpose.

3. The drivers deployed by the contractor SHOULD FULFIL FOLLOWING CONDITION:

- (i) The drivers should have valid taxi driving license with minimum experience of three (3) years driving of the cars.
- (ii) Driver should wear the prescribed uniform as well as identity card, while on duty.
- (iii) The driver on a particular vehicle should not be frequently changed.
- (iv) Driver on duty should be provided with mobile phone for easy communication. The expenses for mobiles shall not be borne by the department.
- (v) Driver should be decent and well behaved. The driver should not have criminal antecedents and it shall be responsibility of the contractor to verify his background before deployment and to get the police verification conducted. The conduct of the driver will be sole responsibility of the contractor in this regard, department shall not be responsible in any manner, whatsoever.

4. The contractor shall submit copies of the Registration Certificate and insurance policies of the vehicles being offered for hire and particulars of the drivers with photograph. One copy of these documents must always be kept in each of the respective vehicles.

5. The contractor shall be required to produce the vehicle in the office for the physical verification inspection before deployment.

6. In case condition of vehicle/vehicles produced is not found to be satisfactory, it shall be returned for immediate replacement. In case no replacement is provided on time, this office would have a right to hire vehicles from the market and the additional cost incurred by this office will be borne by the Contractor.

7. The vendor should ensure payment of wages, as per minimum wages Act, to the drivers deployed by them. Department may call for the wages or salary register/vouchers for verification, as and when required in order to ensure payment of correct wages as per law.

8. While computing the amount payable as per clause (28) above, on account of extra kms. Over and above the agreed kms per month per vehicle for the number of vehicles provided, the total or unused kms of other vehicles of the vendor for that month shall be reduced. In case, the utilization of kms per month is less than 2000 kms, the un-utilized no. of kms shall be added to the next month for the concerned officer's opening balance and so on for the succeeding month.

Explanation: For the purpose of clause (31), unused kms would mean the difference between cumulative agreed kms and the cumulative actual kms run by one or more vehicles of the vendor, if the cumulative actual kms run by them is less than the cumulative agreed kms.

9. If the total kilometers/hours run during a month is more than the scheduled, if any, would be carried forward and cumulative shortage will lapse in the end of the contract year, as per kilometer/hour basis.

10. The contractor shall remain registered with the authority concerned of State or Central Government including GST. He is also required to fulfill the conditions prescribed in Section 66 of Motor Vehicle Act, 1988 for hiring vehicles. (Both certificates to be attached). It should also have function service office at Mumbai/ Navi Mumbai. (Supporting doc required). (With Technical Bid)

11. Vendor should have undertaken similar contract earlier with State/ Central Government Department or any large company. Further ePBG should have been furnished by it. The supporting documents are to be filed with Technical Bid.

12. No other person except the vendor's authorized representative/driver shall be allowed to enter the office premises.

13. Within the office premises, the vendor's personnel/driver shall not do any private work other than assigned duties.

14. The vendor shall ensure that peace and order is maintained in the office premises by his employees.

15. The contractor or his representative would ensure that all his personnel/driver would behave courteously and decently with the Officers/Officials of the Income Tax Department and also ensure good manners.

16. The vehicle should carry a designation plate as designed by the department and for which no separate payment shall be made. The designation plate should be covered when a particular officer is not occupying the vehicle.

17. Pr.CIT office shall sanction due amount after making recoveries from the penalties imposed during the month, if any, through crossed account payee cheque in favour of vendor, subject to deduction of tax at source.

18. On change of driver if services are not found satisfactory then as per the decision of the Administration [ITO(HQ) to Pr.CIT(AU)-12-Mumbai], contract may be terminated with notice of seven days.

19. The number of vehicles required at any time may be dependent on number of officers working substantially on these posts as per policy decision. If a post is vacant, the vehicle for the same will not be hired after notice period of 15 days. The requirement may vary from 4 to 9.

20. The contract can be extended by a period of 12 months on same terms and conditions with mutual agreement.

PENALTIES:-

The default and the consequential penalties will be applicable as below:

Sr. No.	Nature of default	Penalty (in Rs.)
1	Late reporting	Rs.1000 per day.
2	Non-reported	Rs.5000/- per day
3	Poor maintenance of vehicles, unclean vehicle	Rs.300/- per day
4	Refusal of duties	Rs. 5000/- per day per vehicle.
5	Non-wearing of uniform and identity card	Rs.300/- for first instance and Rs.500/- for subsequent instances.
6	Change of drivers without permission	Rs.1000/ per instance
7	Unsafe / Rash driving	Rs.500/- per day
8	Stoppage of vehicle due to insufficiency of fuel	Rs.500/- for first instance, and Rs.1000/- for subsequent default
9	Breakdown of vehicle more than once a month.	Rs.1000/- per instance
10	Salary paid to the driver after 15 th of the Month	Rs. 1000/- per day.
11	Any other default which is not mentioned above.	Rs. 1000/- per default.

However, before imposition of penalty, a show cause notice will be issued to the vendor through the ITO(HQ) to Pr. CIT..

Any violation of above mentioned terms/conditions may lead to termination of the contract without any notice

.Documents at point 10 and 11 are to be filed with Technical Bid.