



सत्यमेव जयते

Govt. Of India

Ministry of Law & Justice.

INCOME TAX APPELLATE TRIBUNAL,

5th Floor, PicupBhawan,

Gomti Nagar,

Lucknow – 226010

Phone No. (0522)2720910 (Office)

Fax No.- 0522- 2720864

Email- lucknow.bench@itat.nic.in

F.No.- 15-(B)-Ad(ATL)/18-19

Date-22-11-2018

NOTICE INVITING THE TENDER

The Income Tax Appellate Tribunal, Lucknow Bench(es) intends to hire One Maruti Ciaz/ Sx4/ Swift Dzire or Equivalent Cars/Vehicles (preferably Maruti Ciaz). Hiring shall be initially for a period of one year, from the date of commencement and would be extendable for one more year at the discretion of ITAT. Reputed transport contractors or any Govt. or Semi-Government enterprise having requisite vehicles/infrastructure should furnish their bids latest by 07-12-18 at 4:00 P.M, in the office of the Assistant Registrar, ITAT, Lucknow.

Tender documents and Terms & Conditions document may be downloaded from ITAT website i.e. <http://itat.nic.in>.

Bids will be opened on 10-12-18 at 4:30 PM in office of Income Tax Appellate Tribunal, 5th Floor, Picup Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow in front of bidders or their representatives.

Assistant Registrar

ITAT, Lucknow Bench(es)

~~Assistant Registrar,~~

~~Income Tax Appellate Tribunal,~~

~~Lucknow Branch~~

TERMS AND CONDITIONS FOR HIRING OF "Maruti SX4" OR EQUIVALENT CARS.

1. The Income Tax Appellate Tribunal (hereinafter referred to as ITAT) intends to hire one vehicle. The vehicles offered for hiring by the Applicant Contractor should be **Maruti Swift /4Sx /azCi Dzire** or equivalent vehicle (hereinafter referred to as vehicle).
2. Vehicles are proposed to be hired for an initial period of one year (on 6 days per week basis) with the provision of extending it for a further period of one year at the discretion of the ITAT.
3. Eligibility Criteria :
 - (i) The Applicant Contractor should own at least 10/5 vehicles at the time of making application for the contract.
 - (ii) The Applicant Contractor's Annual Turnover should not be less than Rs.25/10 lakhs during F.Y. 2010-11.
 - (iii) The Applicant Contractor should offer at least 01 vehicles for hiring.
 - (iv) Applicant contractor should have a reputed client list.
 - (v) The Applicant contractor should have experience of running a fleet of vehicles on hiring basis of at least 3 years.
4. All the vehicles proposed to be hired out to ITAT by the applicant contractor should be in good running condition and their date of manufacture should not be more than two years old and should not have run for more than 30,000 kms. and should have valid Taxi Registration with competent authority.
5. The hiring charges should be specified (exclusive of service tax) for 1800 kms (reckoned from place of reporting to place of release) and 300 hrs on monthly basis (reckoned from time of reporting to the time of release) of vehicle. The charges for additional hours after 300 hours and additional distance after 1800 kms per month should also be specified. The hourly charges should also be specified in case any vehicle is required on Sunday (Kilometerage on Sunday / will be included in the monthly limit of 1800 kms).
6. The Contractor shall provide dedicated vehicles and drivers and any change in vehicle and/or driver should be made only in very exceptional circumstances. Replacement of the vehicle/driver should be provided in the event of a break down of vehicle/non-availability of driver.
7. The driver should have valid Driving License, with a minimum experience of 3 years and their antecedents should be duly verified by police authorities, at the instance of the contractor.
8. Payment of minimum charges agreed upon will be made every month. Payment will also be made on the actual usage of the vehicles by the ITAT, over and above the minimum charges i agreed upon.
9. While computing the amount payable as per clause 8 above on account of extra kms, over and above agreed kms per month i.e. 1800 kms per vehicle, for one or more vehicles, the total of unused kms of other vehicles of the contractor under hire with the ITAT for that month shall be reduced.

Explanation: For the purpose of clause 9, unused kms would mean the difference between cumulative agreed kms and the cumulative actual kms, run by one or more vehicles of the contractor, if the cumulative actual kms run by them is less than the cumulative agreed kms.

10. The vehicle shall be deemed to be at the disposal of ITAT during the period of contract and will not be used' by the Contractor or Driver or any other person during the period of contract. The billing for kms and hours shall be made from the reporting place to the relieving place. In certain cases where relieving place is not the ordinary place of reporting, the ordinary place of reporting shall be deemed to be relieving place. After official use every day, the vehicle will be placed at the residence of the Member or at any other place to be specified by the Tribunal and the keys will be deposited with the Member.

11. The liability on account of fuel, driver all expenses relating to maintenance, insurance, parking, toll etc of the vehicle, would solely and wholly be the responsibility of the contractor and the ITAT will not bear any liability other than hiring charges.

12. The Driver of the vehicle can be called for reporting at any time.

13. The contract for hiring of the vehicles can be terminated by the ITAT at any time with a notice period of 30 days without assigning any reason.

14. The contractor should be registered with the authority concerned of State or Central Government, and should fulfill the conditions prescribed in Section 66 of Motor Vehicle Act, 1988 for hiring of vehicles.

15. The contractor will be responsible for loss / damage to property or life because of negligence of driver or poor maintenance of vehicle or due to an accident or otherwise. The ITAT would not be responsible at all for loss / damage to property or life on account of such incidents.

16. In case of non-compliance of the above terms and conditions of contract, a penalty may be levied on the basis of 'certificate of default' signed by the Controlling Officer. The penalty for some of the defaults is as under:

Sl. No.	Nature of default	Penalty '
1.	Late reporting	'100 per day.
2.	Non-reporting	'1000 per day.
3.	Refusal of duties	'500 per instance.-
4.	Non-observation of dress-code.	'100 per instance.
5.	Change of drivers without prior permission.	'200 per instance.

In case a vehicle *is* not maintained properly, the same should be replaced with a good condition vehicle immediately. In case of failure to do so, it would be considered as non-reporting of the vehicle and penalty charges may be levied as given in above table in addition to deduction of proportionate contract charges.

17. A log sheet specifying daily reporting and relieving time as well as daily opening and closing meter reading shall be maintained for each vehicle. The contractor should submit the duly filled log sheet signed by the controlling officer to whom the vehicle has been assigned along with the bill on the monthly basis.

18. The drivers employed along with vehicle should satisfy the following conditions :

(i) Drivers should have minimum 3 years of experience of driving. They should have the valid Driving Licence.

(ii) Driver should wear the prescribed uniform i.e. Light blue shirt with navy blue trouser and black shoes.

(iii) Driver should be well versed with the roads and the place of operation.

(iv) Once the driver has been allotted to a particular vehicle, he should remain with the same vehicle for a period of at least one year. If there is any change in the designated driver concerned officer should be intimated 24 hours in advance.

(v) Driver should be provided with mobile phone. The expenses for mobile phone should be borne by the contractor.

(vi) Driver should be decent and well behaved.

19. In case of vehicle breakdown, a substitute vehicle of similar kind shall be provided by the contractor immediately. In case vehicle does not report on time or does not report at all and substitute vehicle is not provided by contractor immediately, the ITAT shall have the right to hire similar kind of vehicle from the market and the additional cost incurred by the ITAT will be borne by the contractor. In case neither a substitute vehicle is provided, nor a vehicle is hired by the ITAT, proportionate contract charges are liable to be deducted from the contract charges payable. In addition to the above, the penalty may also be levied for late reporting / non-reporting of the vehicle as stipulated in para 16 above.

20. The Earnest Money Deposit (Refundable, if the bid is not successful) of " 1 0,000 (Rupees Ten Thousand only) per car/vehicle in the form of Demand Draft / Bankers Cheque in favour of Assistant Registrar, ITAT, Lucknow has to be given.

21. While bidding, the applicant contractor should submit two sealed envelopes separately marked as 'Technical Bid' and 'Financial Bid.'

(i) **Technical Bid:**

The Technical Bid should be as per Annexure A. It should be supported by the documents indicated in Annexure. The Demand Draft / Bankers' Cheque in respect of 'Earnest Money Deposit' should be submitted with the Technical Bid.'

(ii) **Financial Bid:**

The tender document, marked as Annexure B, is a 'Financial Bid.' Initially only the technical bid will be opened. The Financial Bid will be opened, only if, the applicant contractor fulfills the stipulated conditions for technical bid.

18. In case of vehicle breakdown, a substitute vehicle of similar kind shall be provided by the contractor immediately. In case vehicle does not report on time or does not report at all and substitute vehicle is not provided by contractor immediately, the ITAT shall have the right to hire similar kind of vehicle from the market and the additional cost incurred by the ITAT will be borne by the contractor. In case neither a substitute vehicle is provided, nor a vehicle is hired by the ITAT, proportionate contract charges are liable to be deducted from the contract charges payable. In addition to the above, the penalty may also be levied for late reporting / non-reporting of the vehicle, as stipulated in para 20 above.

19. The contract between the Tribunal and the Contractor can be cancelled with a notice period of 30 days by the ITAT, without assigning any reason.

20. In case of failure to supply the stipulated number of vehicles for hiring by the contractor for the intended period, the contract may be cancelled by the ITAT and EMD of . paid at the time submission of tender may be forfeited.

21. The contract is effective from ----- till further order (on 6 days a week basis) unless terminated earlier as per Clauses No. 21 with the option of extending for a further period at the discretion of the Registrar/Assistant Registrar, Income Tax Appellate Tribunal and with the stipulation for price variation beyond the initial period as mutually agreed upon.

**Authorised Signatory
Contractor**

**Authorised Signatory
Income-tax Appellate Tribunal,**

TECHNICAL BID

1.	Name, address and telephone number of the tenderer i.e. the applicant contractor.	
2.	Permanent Account No. (PAN)	
3.	No. of vehicles owned by the applicant contractor (Documentary evidence should be furnished.)	
4.	Details of reputed clients.	
5.	Experience, in Number of years of running a fleet of vehicles on hiring basis.	
6.	No. of vehicles being offered for hiring.	SX 4
7.	Details of Demand Draft / Banker's Cheque in respect of Earnest Money (Demand Draft / Banker's Cheque should be enclosed)	
8.	Year of make of the vehicles.	
9.	Turnover/Gross Receipt in the preceding financial year.	

**Name and Signature of the
Authorized Signatory.**

FORMAT OF TENDER DOCUMENT (i.e. FINANCIAL BID) FOR HIRING OF Maruti Ciaz/ Sx4/ Swift Dzire (Preferably Maruti Ciaz) VEHICLES.

1. Name, address and telephone No.
Of the Tenderer-
2. Permanent Account No. (PAN)
3. Name and address of the Partners/ and
their PAN
4. Rate Chart per vehicle (Exclusive of
Service Tax)

SL.No.	Description	Rate (Rs.)	Rate for.....
1.	For 1800 Kms and 300 hrs per month		
2.	For every extra Kilometer beyond total cumulative kilometer per month computed as No. of Vehicles hired multiplied by 1800 kms.		
3.	For every extra hour beyond 300 hours per month for each vehicle		
4.	Extra charge for Saturday, Sunday & other Holidays (Kilometerage will be included in the monthly scheme of 1800 kms)		
5.	No. of vehicles being offered for hiring		

5. Name(s) and details of the past/present
Customer(s), if any
6. Details of Demand Draft/ Banker's Cheque
In respect of Earnes Money

Name and Signature of the
Authorized Signatory

Tender will be opened on 10-12-2018 at 04:30 P.M in the presence of the Hon'ble Vice President, Sh. A.D Jain & the bidders or their representatives.