



GOVT. OF INDIA
MINISTRY OF LAW AND JUSTICE
DEPARTMENT OF LEGAL AFFAIRS
INCOME TAX APPELLATE TRIBUNAL, SURAT BENCH, SURAT
TITAANIUM BUSINESS HUB, SARSANA NEAR VIP CROSSING,
SURAT-KHAJOD ROAD, BHIMRAD, SURAT – 395 007

F.No.04/Ad/SRT(Vehicle)/Surat/2018-19

Dated: 28th Jan, 2019.

NOTICE INVITING TENDER

The Income Tax Appellate Tribunal, Surat Bench, Surat intends to hire Maruti SX "4" (AC)/Ciaz or equivalent Cars/vehicles. Hiring shall be initially for a period of one year from the date of commencement of contract and would be extendable for further period of one year at stretch as the discretion of ITAT. Reputed transport contractors or any Govt. or Semi Govt. Enterprises having requisite vehicles/infrastructure should furnish their bids latest by **12/02/2019** before **4:00 PM** in the office of the Assistant Registrar, ITAT, TITAANIUM BUSINESS HUB, SARSANA NEAR VIP CROSSING, SURAT-KHAJOD ROAD, BHIMRAD, SURAT – 395 007.

Tender documents and terms & conditions documents may be collected from the office at abovementioned address during office hours. The details are also available on the official website i.e. itat.gov.in Notice Board.

Bids will be opened on **13/02/2019** at **4.00 PM** in Income Tax Appellate Tribunal, TITAANIUM BUSINESS HUB, SARSANA NEAR VIP CROSSING, SURAT-KHAJOD ROAD, BHIMRAD, SURAT – 395 007 in front of bidders or their representatives.


Assistant Registrar/DDO

**TERMS AND CONDITIONS
FOR HIRING MARUTI SX4 OR EQUIVALENT VEHICLE**

1. The Income Tax Appellate Tribunal (herein after referred as ITAT) intends to hire 01 (One) vehicle. The vehicle offered for hiring by the Applicant Contractor should be Maruti SX4 (AC) or equivalent vehicle (herein after referred as vehicle).
2. Vehicle is proposed to be hired for initial one year (on 6 days per week basis) with provision of extending it for a further period of one year at the discretion of the ITAT.
3. Eligibility Criteria:
 - i) The Applicant Contractors should own at least 10/5 vehicles at the time of making application for the contract.
 - ii) The Applicant Contractor's Annual Turnover's should not be less than Rs. 25/10 lakhs during FY 2018-19
 - iii) The Applicant Contractor should offer at least one vehicle for hiring.
 - iv) The Applicant Contractor should have reputed client list.
 - v) The Applicant Contactor should have experience of running a fleet of vehicles on a 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 manufactures should not be more than 2 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 is specified (exclusive of service tax) for 1800 Kms (reckoned from place of reporting to place of release) and 300 hours on monthly basis (reckoned from the time of reporting to the time of release) of vehicle. The charges for additional hours after 300 hours, an additional distance after 1800 Km 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 Contactor shall provide dedicated vehicle and driver and any change in vehicles and/or driver should be made only very exceptional circumstances. Replacement of vehicle / Driver should be provided in the event of breakdown of the vehicle/non-availability of the Driver.
7. The driver should have valid Driving Licensee, within 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 acted upon will be made every month. Payment will also be made on the actual usage of the vehicle by the ITAT, over and above, the minimum charges 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 kilometers 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 kilometers 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 said 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 places 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 place to be specified by the Tribunal and the Keys will be deposited with the Member.

11. The liability on account of fuel, driver and 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 vehicle can be terminated by the ITAT at any time with the notice period of 30 days without assigning any reason.

14. The contractor should be registered with the Authority concern of State or Central Government, and should fulfilled the conditions prescribed in Section 66 of Motor Vehicle Act, 1988 for hiring of vehicle.

15. The contractor will be responsible for loss/damage to the property or life because of negligence of the 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 the 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 levied on the basis of "certificate of default" signed by the Controlling Officer. The penalty for some of the defaults is as under:

S.No.	Nature of Default	Penalty (Rs.)
1	Late reporting	Rs. 100 per day
2	Non-reporting	Rs. 1000 per day
3	Refusal of duties	Rs. 500 per instance
4	Non-observation of dress code	Rs. 100 per instance
5	Change of drivers without prior permission	Rs. 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 is specifying daily reporting and relieving time as well as daily opening and closing meter reading shall be maintained for each vehicle. The contactor should submit that 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 driver employed along with the vehicle should satisfy the following conditions:

- i) Drivers should have minimum 3 years of experience of driving. They should have the valid Driving License.
- ii) Drivers should bear the prescribed uniform i.e. light blue shirt with the navy blue trousers and black shoes.
- iii) They were 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) Drivers 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.
- vii) In case of vehicle breakdown, a substitute vehicle of similar kind shall be provided by the Contactor immediately. In case vehicle does not report on time or does not report at all and the substitute vehicle is not provided by contactor 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 contactor. In case neither a substitute vehicle is provided, nor the 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.

viii) The Earnest Money Deposit (Refundable , if the bid is not successful) of Rs. 10,000 (Rupees Ten Thousand only) per car/vehicle in the form of Demand Draft/Bankers cheque in favour of Assistant Registrar , ITAT, Surat has to be given.

ix) While bidding, the applicant contactor should submit two sealed envelopes separately marked as "Technical Bid" and "Financial Bid"

vi) 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.

vii) 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 Contactor fulfils the stipulated conditions for "Technical Bid".

viii) The applicants should submit their bids in sealed envelopes in the office of the Assistant Registrar, ITAT, Surat up to on 12/02/2019 at 4.00 PM.

x) Bid once submitted shall not be allowed to be withdrawn and default after acceptance of bid shall be deemed to be non-compliance of terms of contract and would liable to forfeiture of security deposit and levy of penalty as the case may be.

xi) Tender will be reopened by the Assistant Registrar, ITAT, Surat on 13/02/2019 at 4.00 PM in the office of the Senior Member in front of bidders or their representative.

xii) In case of failure to supply of stipulated number of vehicles for hiring by the Contactor for the intended period, the contract may be cancelled by the ITAT and EMD may be forfeited.

xiii) In case of any dispute, during tender period, the decision of the President/Vice President/Senior Member, ITAT, Surat would be final and binding.

xiv) The ITAT reserves the right to accept or reject any part of the tender or for tender, without assigning any reason

TECHNICAL BID

(Annexure-A)

1	Name, address & telephone No. of the tenderer i.e. the applicant contractor		
2	Permanent Account no. (PAN)		
3	Numbers 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 ordered for hiring		
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		
10	Whether the vendor has been black listed by any Govt. office/ department in last 5 years if yes, detail thereof		
11	Number of vehicles, the vendor is presently bidding for:		
	Model of the vehicles	No. of vehicles being offered for hire	
	a.		
	b.		
	c.		
12	Detail of year of make and mileage done by the vehicle bidden for at 11 above		
	Sr. No.	Model of Vehicle	Yr. of Make
			Mileage (in Kms)

Name & signature of the
Authorized signatory

FINANCIAL/PRICE BID

Format of Tender Document (i.e. Financial Bid) for Hiring of ----- Maruti
SX-4/Ciaz/Or ----- Vehicles

- 1 Name, Address & Telephone no. of the bidder i.e. the Applicant Vendor: :-
- 2 Permanent Account No (PAN) :-
- 3 Name and address of the Proprietor/ Partners/Directors and their PAN :-
- 4 Rate chart per vehicle :-
(Exclusive to Service Tax)

Sr. No.	Description	Rate (Rs.) for SX 4	Rate for
1.	For 1800 kms & 300 hours Per Month		
2.	For every extra kilometer beyond total cumulative kilometer per month computed as no of vehicles hired multiplied by 1800Kms		
3.	For every extra hour beyond 300 hour per month for each vehicle		
4.	Extra charge for Saturday, Sunday & other Holidays (Kilometerage will be included in the monthly scheme of 1800Kms)		
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 Earnest Money :-

Name & signature of
the Authorized
signatory

Tender will be opened on 13/02/2019 at 4.00 PM in the presence of the Senior Member in front of the bidders or their representatives.