

INCOME TAX APPELLATE TRIBUNAL (ITAT) . CHENNAI BENCHES

NOTICE INVITING TENDER

The Income Tax Appellate Tribunal, Chennai Benches intends to hire TWO Maruti SX 4 (AC) or Equivalent Cars/Vehicles. 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 direction of ITAT. Reputed transport contractors or any Govt. or Semi Government enterprises having requisite vehicles/ infrastructure should furnish their bids latest by **28th January 2016** before 1 PM in the office of the Assistant Registrar, ITAT, A-3, 11th Floor, Rajaji Bhavan, Besant Nagar, Chennai - 600090.

Tender documents and Terms & conditions document may be collected from the office at above mentioned address during office hours. The details are also available on www.itat.nic.in

Bids will be opened on **28th January 2016** at 4.30 PM in the above office address in front of bidders or their representatives.



Assistant Registrar
ITAT, Chennai benches.

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 **2 (Two)** vehicles. The vehicles offered for hiring by the Applicant Contractor should be Maruti SX4 (A-C) 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 vehicles at the time of making application for the contract,
 - ii) The Applicant Contractor's Annual Turnover should not be less than Rs.10 lakhs during F.Y. 2014-15,
 - iii) The Applicant Contractor should offer at least **2 (Two)** 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 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 ie. 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 Rs.
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 a 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 a valid Driving licence.
- ii) Driver should wear the prescribed uniform i.e. Light blue shirt with navy blue trousers 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, the officer should be intimated 24 hours in advance.
- v) Driver should be provided with a mobile phone. The expenses for a 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 the vehicle does not report on time or does not report at all, a substitute vehicle is not provided by the contractor immediately, the ITAT shall have the right to hire a 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 ₹10,000 (Rupee: Ten Thousand only) per car/vehicle in the form of Demand Draft / Bankers Cheque in favour of Assistant Registrar, ITAT, Mumbai 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 8, 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.

The applicants should submit their bids in sealed envelopes in the office of the Assistant Registrar, ITAT A-3, 2ND Floor, Rajaji Bhavan, Besant Nagar, Chennai 600 090 upto 1.00 PM on 28th January 2016.

22. 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.
23. Tenders will be opened by the Assistant Registrar, ITAT A-3, 2ND Floor, Rajaji Bhavan, Besant Nagar, Chennai 600 090 on 28th January 2016 at 4.30 PM in the office of the Senior Member Income Tax Appellate Tribunal, Chennai Benches in front of bidders or their representatives.
24. 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 may be forfeited.
25. In case of any dispute, during tender process, the decision of the Senior Member, ITAT, would be final and binding.
26. The ITAT reserves the right to accept or reject any part of the tender or whole tender, without assigning any reason

ANNEXTURE A

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 e 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	SX4
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 'SX 4' OR VEHICLES.

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

Sl. No.	Description	Rate (Rs.) for SX 4	Rate for , ..
1.	For 1,800 Krns 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 Earnest Money

Name and Signature of the
Authorized Signatory

Tender will be opened on 28th January 2016 at 4:30 pm in the presence of the Senior
Member, Income Tax Appellate Tribunal, Chennai Benches in front of the bidders or their
representatives.

AGREEMENT

THIS AGREEMENT ENTERED INTO AT _____ ON THIS THE
DAY OF _____ 2016

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THE INCOME TAX APPELLATE TRIBUNAL. **CHENNAI** BENCHES, having office
at , represented by the Assistant Registrar hereinafter called the. 'TRIBUNAL'

AND

M/S. _____

Having office at. _____

Hereinafter called the 'CONTRACTOR'

The terms TRIBUNAL and CONTRACTOR shall, wherever the context so permits, mean
and include their respective heirs, executors, legal representatives, administrators and assigns:

Whereas the Tribunal is intending to hire 'staff cars' for the office use and whereas by
inviting tenders by the notification dated , tenders were received from the various
persons and the said tenders were opened and the tender made by the Contractor was found
eligible and acceptable to the competent authority of the Tribunal.

WHEREAS the parties desire to reduce in writing the terms and conditions agreed
between them.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Tribunal agrees to utilized the services of the Contractor for hiring of vehicles for
use by the Tribunal on the terms and conditions hereinafter appearing
2. The contract charges for hiring of each vehicle shall be: -
 - (a) Monthly contract charges
(for 1800 Kms. & 300
hours)
 - (b) Extra Km. after 1800
Kms
(Subject to clause 9)
 - (c) Extra hrs. after 300 hrs
 - (d) Saturday, Sundays & other Holidays
3. The vehicles shall be "Maruti SX4 or equivalent" cars (make of the car) and should not
be more than two years old and should not have run more than 30,000 Kms, having valid taxi
registration with the Competent Authority. The vehicle provided must be in good condition and
should be kept neat and clean and in a perfect running condition.

4 Properly working vehicle(s) and dedicated driver(s) should be provided by the contractor and any change in the vehicle or the driver should be made only in exceptional Circumstances and that too after informing the controlling officer. well in advance. Replacement of the vehicle/driver must be provided in the event of a break down of vehicle/ non availability of the driver. The Driver(s) should be having valid Driving License issued by the Competent Authority, with a minimum experience of 3 years and their antecedents should be duly got verified by police authorities, at the instance of the Contractor.

5. The Driver(s) provided should be trained driver having valid driving licence and shall wear uniform and should be having mobile phone(s). The driver(s) of the vehicle(s) provided must follow traffic rules and other regulations prescribed by the Government from time to time. He (They) should extend due courtesy and regards to the officers/ officials, at all times. It will be the duty of the Driver(s) to collect/handover the personal brief case, files, lunch box, etc. of the Member from the residence of the Member.

6. As far as possible the same vehicle and driver should be deployed. The Driver can be called for reporting at any time. The vehicle would remain at the disposal for all the seven days in a week during the contract period. The vehicle will not be used by the contractor or the driver or any other person or organisation during the entire contract period. After official use, every day, the vehicle will be parked at the residence of the member or at any other place to be specified by the IT A T and the key will be deposited with the Member.

7. The vehicle should be maintained properly. Regular and period maintenance should be carried out to ensure smooth and efficient operation of the vehicle.

8 A log book specifying daily reporting and relieving time as well as daily opening and closing meter reading Shall be maintained for each vehicle. The contractor will provide the log book and a summary of log book alongwith remarks, if any, of the officer to whom the vehicle has been assigned with the bill on the monthly basis.

9. (a) Payment of minimum charges agreed upon shall be made every month, provided that if the contract does not commence/end in the beginning/end of a month payment of minimum charges will be made on proportionate basis

9. (b) Payment shall also be made on monthly basis on the actual usage of the vehicle(s) by the Tribunal over and above the minimum charges agreed upon.

9. (c) While computing the amount payable as per clause (b) above on account of extra Kms over and above agreed Kms. per month for one or more vehicle or vehicles, the total unused Kms of other vehicles of the contractor for that month shall be reduced.

Explanation: For the purpose of clause 12(c) unused kms would mean the difference between agreed kms and actual kms run by one or more vehicles of the contractor if the actual kms run by them are individually less than agreed kms. .

9. (d) Accordingly, amount for extra kilometres will be paid after completion of 1800 kilometers per vehicle of all the vehicles hired from the Contractor

9. (e) The vehicle shall be deemed to be at the disposal of the Income Tax Appellate Tribunal and the billing for kms and hours shall be made from the reporting place to the relieving place. In the case of relieving place not being the ordinary place of reporting, the ordinary place of reporting shall be deemed to be relieving place.

10 The contractor indemnifies for loss/damage of property or life of passenger or third party because of negligence of driver or poor maintenance of vehicle(s) or due to an accident.

11. The liability on account of fuel, toll, car parking, Driver salary/ allowance /perquisites and all expenses relating to the vehicle(s) would, solely and wholly, be on account of the contractor and Tribunal shall not bear any liability apart from hiring charges,
12. The contractor and driver shall be bound to carry out the instructions of the Tribunal as well of the officer(s) assigned to each vehicle.
13. The vehicle(s) shall bear the mark 'ON DUTY WITH INCOME TAX APPELLATE TRIBUNAL', The vehicle shall not be used for any other purpose other than as 'staff car 'for the designated officer and any misuse by the contractor or driver would be taken seriously which may include termination of contract without any notice.
14. The contractor should be registered with the authority concerned of State or Central Government and should fulfil the conditions prescribed in Section 66 of Motor Vehicle Act, 1988.
15. The contractor shall furnish the name and address and contact number of a person with whom the registry or controlling officer can contact in case of any problem faced with regard to the services being provided under the contract.
16. The drivers employed along with the vehicle should satisfy the following conditions: -
- a) Drivers should have minimum 3 years of experience of driving.
 - b) Driver should wear the prescribed uniform i.e. Light blue/white shirt with navy blue trouser and black shoes.
 - c) Once the driver has been allotted to a particular vehicle, he Should remain with the same vehicle for a period of at least 1 year unless change is called for, However, any change in the designated driver should be intimated to the concerned officer before 24 hours
 - d) Driver will be provided with mobile phone and the expenses for mobile phone will be borne by the contractor.
 - f) Driver should be decent and well behaved.
17. In case of non-compliance of the above terms and conditions of contract, a penalty may be levied on the following basis. The penalty for some of the defaults is as under: -

Sl.No	Nature of Default	Penalty Rs.
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

The penalty shall be levied on the basis of the certificate signed by the Controlling officer: In case a vehicle is not maintained properly, the same will 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 of proportionate contract charges which should be deducted.

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 IT AT shall have the right to hire similar kind of vehicle from the market and the additional cost incurred by the IT AT 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 Clause 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,
CHENNAI Benches**