



सत्यमेव जयते

Government of India
Ministry of Law & Justice
Department of Legal Affairs

INCOME TAX APPELLATE TRIBUNAL

3rd & 4th Floors, Pratishtha Bhawan, 101,
Maharshi Karve Marg, Mumbai-400020
Ph: 022-22016683 E-Mail: mumbia.bench@itat.nic.in

TENDER DOCUMENT

For hiring of 10 new Maruti Ciaz (AC) or Equivalent
Cars / Vehicles.

**Tender No.01/Ad/AT/2022-23
F.110/Cash(AT)/2022**

INDEX

Sr. No.	Particulars	Page No.
1	E-Tender Notice	3
2	Introduction	4
3	Notice Inviting the Tender (Appendix – I)	5
4	Terms & Conditions for Hiring of New Maruti Ciaz or Equivalent Cars (Appendix – II)	6 – 10
5	Technical Bid (Annexure – A)	11
6	Format of Tender Document (Financial Bid) (Annexure – B)	12
7	Annexure – I (General Information of the Bidders)	13 – 14
8	Declaration for Authenticity of Documents submitted	15
9	Declaration for Completeness of the Bidding Documents	16
10	Scope of Work	17

INCOME TAX APPELLATE TRIBUNAL, MUMBAI
3rd & 4th Floor, Pratishtha Bhavan, (Old CGO Buidling)
101, M. K. Road, Mumbai – 400 020.

E-TENDER NOTICE

Tender Notice no. 01-F.110/Cash(AT)/2022

Dated :- 16.06.2022

TENDER for hiring of 10 New Maruti Ciaz (AC) or Equivalent Cars / Vehicles, for a period of two year from the commencement and would be extendable for one year at the discretion of ITAT.

E-tenders are invited online by the O/O Registrar, Income Tax Appellate Tribunal, 3rd & 4th Floor, Pratishtha Bhavan, 101, M. K. Road, Mumbai – 400 020 in two bid system (i.e. Part-I: Technical Bid and Part II: Financial Bid) for hiring of 10 New Maruti Ciaz (AC) or Equivalent Cars / Vehicles, for a period of two year from the commencement and would be extendable for one year at the discretion of ITAT.

The detailed tender document can be downloaded from the website www.itat.gov.in & filled up from **16.06.2022 to 27.06.2022 (upto 4.00 PM)**

1. Important dates for the tender are as follows :-

Start Date & Time of Bid Preparation & Submission	:	16.06.2022 04.00 hours
Last Date & Time for E-Tender Fees & Submission	:	No Fee. Tender Document can be downloaded from the official website of Income Tax Appellate Tribunal http://itat.gov.in & https://gem.gov.in Free of cost 16.06.2022 04:00 P.M. E M D - d e p o s i t
Closing Date & Time of Bid Preparation & Submission	:	27.06.2022 04.00 P.M. S u b m i s s i o n
Technical Bid opening	:	27.06.2022 04.30 P.M.
Date and Time of Opening Financial Bids	:	Opening date of Financial Bid will be intimated later on or after evaluation of Technical Bid
Email address for communication for any Queries / clarifications	:	Mumbai.bench@itat.nic.in

2. The Bidder must be registered in e-procurement portal (www.gem.gov.in) and obtain valid class III Digital Signature Certificate (DSC) as per Information Technology (IT) Act, 2000.
3. The Bidder is responsible for checking the e-procurement portal on regular basis for notification/amendments to the tender (if any).

Proposal documents without tender fee will be rejected.


Assistant Registrar
Income Tax Appellate Tribunal-
Mumbai.

INTRODUCTION

ITAT is a quasi judicial institution set up in January, 1941 and specializes in dealing with appeals under the Direct Taxes Acts. The orders passed by the ITAT are final; an appeal lies to the High Court only if a substantial question of law arises for determination.

Starting in 1941 with six Members constituting three Benches – one each at Delhi, Kolkata (Calcutta) and Mumbai (Bombay), the numbers of Benches have progressively increased and presently ITAT has 63 Benches at 30 different stations covering almost all the cities having a seat of the High Court.

IMPORTANT INFORMATION

Tender inviting Authority, Designation and Address	Assistant Registrar, Income Tax Appellate Tribunal, 3 rd floor, Pratihtha Bhavan, 101, M. K. Road, Mumbai – 400 020. Tel. No. 022-22033849 / 22033848
Nature of Work	Hiring of 10 New Maruti Ciaz (AC) or Equivalent Cars / Vehicles, for a period of two year
Tender reference	
Publication of Tender document and Tender Notice on Website	Tender document & notice are available at www.itat.gov.in & www.gem.gov.in from 16.06.2022 by 04:00 P.M.
Tender document availability for	16.06.2022 by 04.00 P.M. onwards
Cost of Bidding	The Earnest Money Deposit (EMD) fee of Rs. 75,600/- (Rupees Seventy Five Thousand Six Hundred Only) can be deposited in online mode only. The bidder will submit the fees only through net banking (RTGS/NEFT) on or before the last date and time of Tender Fees submission.
Queries/clarifications / suggestions related to tender document.	May be send in writing through e-mails at below mentioned e-mail ID Mumbai.bench@itat.nic.in latest by Till 27.06.2022 01.00 P.M. Note :- No queries/clarification will be entertained after 27.06.2022 01:00 P.M.
a) Email address for communication for any queries / clarifications	Mumbai.bench@itat.nic.in
Last date & time for submission of e-Tender	27.06.2022 till 4:00 P.M.
Date and Time of Opening Technical Bids	27.06.2022 at 4:30 P.M.
Date and Time of Opening Commercial / financial Bids	Will be intimated later
Validity of e-bids	90 days from the date of opening of e-bids
Validity of price bid after finalization of successful bidder	12 months from date of award of work order
1. Eligibility Criteria: Refer to Tender Document. 2. Two Bid System i.e. Stage – 1 Prequalification cum Technical Bid: Stage 2 Financial Bids. Final decision will be as per the description of Technical & Financial evaluation.	

To be published in the GEM

**INCOME TAX APPELLATE TRIBUNAL, MUMBAI BENCHES,
MUMBAI**

NOTICE INVITING THE TENDER

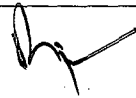
The Income Tax Appellate Tribunal, Mumbai Benches, Mumbai intends to hire New Maruti Ciaz (AC) or Equivalent Cars/Vehicles, Hiring Shall be initially for a period of two year from the date of commencement and would be extendable for one more year at the discretion of ITAT. Reputed transport contractors or any Govt. Or Semi-Government enterprise having requisite vehicles/infrastructure should furnish their bids latest by **27.06.2022 before 4.00 P.M.** in the office of the Assistant Registrar, ITAT, Mumbai Benches, Mumbai.

Tender documents and Terms & Conditions document may be downloading from GEM Portal. The details are also available on [www itat.gov.in](http://www.itat.gov.in) and 3rd & 4th floor, ITAT, Old C.G.O Building (Pratishtha Bhavan) M.K.Road, Mumbai-20.

Technical Bids will be opened on **27.06.2022 at 4.30 P.M.** and place before Competent Authority.

Sd/-

Registrar/Deputy Registrar/Asst. Registrar
ITAT, Mumbai Benches, Mumbai



**TERMS AND CONDITIONS FOR HIRING OF "New Maruti Ciaz" OR
EQUIVALENT CARS.**

1. The Income Tax Appellate Tribunal (hereinafter referred to as ITAT) intends to hire 10 vehicles. The vehicles offered for hiring by the Applicant Contractor should be New Maruti Ciaz (AC) or equivalent vehicle (hereinafter referred to as vehicle).
2. Vehicles are proposed to be hired for an initial period of two 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 20/25 vehicles at the time of making application for the contract.
 - ii) The Applicant Contractor's Annual Turnover should not be less than **Rs.25 lakhs during F.Y.2021-2022.**
 - iii) The Applicant Contractor should offer at least 10 vehicles for hiring.
 - iv) Applicant contractor should have a reputed client list.
 - iv) 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 25,000 kms and should have valid Taxi Registration with competent authority.
5. The hiring charges should be specified (exclusive of GST) for 2000 kms (reckoned from place of reporting to place of release) and 320 hrs on monthly basis (reckoned from time of reporting to the time of release) of vehicle. The charges for additional hour after 320 hours and additional distance after 2000

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 2000 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 breakdown 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 i.e. 2000 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.



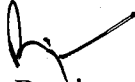
11. The liability on account of fuel, deriver & all expenses relating to maintenance, insurance, parking, toll etc. of the vehicle, would solely and wholly the responsibility of the contractor and the ITAT will not bear any liability other than hiring charges.
12. The Driver of the vehicle can be called 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 fulfil 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 singed by the Controlling Officer. The penalty of some of the defaults is as under:

Sl. No.	Nature of default	Penalty.
1	Late reporting	500 per day.
2	Non-reporting with intimation one day in advance	500 per day.
	Non-reporting without intimation	For the day a penalty equivalent to Two days rental
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 expensed 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, not 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.

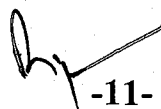
20. The Earnest Money Deposit (Refundable, if the bid is not successful) of 10,000 (rupees Ten Thousand only) per car/ vehicle in the form of Demand Draft/Bankers Cheque in favour of Assistant registrar, ITAT, Mumbai has to be given. (Exemption for MSEM and Start up)
21. While bidding, the applicant 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 fulfils the stipulated condition for technical bid.
22. Tenders will be opened on online processing by the competent authority.
23. 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.
24. In case of any dispute, during tender process, the decision of the President/Vice President/Senior Member, ITAT, Mumbai Benches, Mumbai would be final and binding.
25. The ITAT reserves the right to accept or reject any part of the tender or whole tender, without assigning any reason.


Registrar/Deputy Registrar/Asst. Registrar
ITAT, Mumbai Benches, Mumbai

TECHNICAL BID

1	Name, address and telephone number of the tendere 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	
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.


-11-

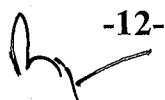
FORMAT OF TENDER DOCUMENT (i.e. FINANCIAL BID) FOR HIRING OF VEHICLES.

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 Tax)

Sl. No.	Description	Rate (Rs.)	Rate for
1	For 2000 kms and 320 hrs per month		
2	For every extra Kilometer beyond total cumulative kilometre per month computed as no. Of vehicles hired multiplied by 2000 kms		
3	For every extra hour beyond 320 hours per month for each vehicle.		
4	Extra charge for Sunday & other Holidays (Kilometerage will be included in the monthly scheme of 2000 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 Earnest Money

Name and Signature of the Authorized Signatory

 -12-

Annexure -I (General Information of the Bidders)

1	Name of the Applicant / Firm / Company	
2	Registered Address: Address for Communication:	
3	<u>Contact Information</u> Office Phone Number: Residence Phone Number: Mobile Number: E-Mail:	
4	Status of the Firm: (Please tick appropriate box)	<input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietary Firm <input type="checkbox"/> Individual
5	<u>Registration Details</u> Companies/ Firm Registration Number & Date: Sales Tax Registration No.: Income Tax PAN, TIN: GSTIN: Others, if any:	
6	Please confirm that you will supply the items as per NHM specifications, within the time period mentioned.	Yes <input type="checkbox"/> No <input type="checkbox"/>
7	The bidder quoting the lowest total of all the items together will be successful bidder. Please confirm your acceptance.	Yes <input type="checkbox"/> No <input type="checkbox"/>

8	<p>If you are becoming L-1, please confirm that, you are willing for refilling of toner cartridges for a duration of Two Years at the same rate.</p> <p>Please confirm your acceptance.</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
9	<p>Please confirm that you have quoted your price only in Part B (Price Bid) and not anywhere in Part A (Technical Bid).</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>

DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I /we have no objection if enquiries are made about the work listed by me /us in the accompanying sheets /Annexure.
3. I / We agree that the decision of ITAT, Mumbai in selection of contractors will be final and binding to me /us.
4. I / We have read the instructions and I / we understand that if any false information is detected at a later date the empanelment shall be cancelled at the discretion of the Bank.



Declaration for Authenticity of Documents submitted

I, authorized representative of _____, hereby solemnly undertake that all the requisite Forms / Declarations / Covering Letter / Annexure / Documents submitted as part of Technical and Financial bids are in the same format as given in the RFP and shall not include any conditional statements. Deviations (if any) from the defined scope of proposed project are explicitly mentioned in this document.

In the event of any change / deviation from the factual information / declaration Income Tax Appellate Tribunal, Mumbai, reserves the right to terminate the contract without any compensation to the bidders.

Dated :

Signed & Sealed : (Authorized representative of the firm)

Place :



Declaration for Completeness of the Bidding Documents

I, _____, hereby solemnly affirm that the complete Requirements of the REP (and inter alia the SLAs) has been understood and has been factored in the documents submitted as a part of proposal/bid for hiring of 10 New Maruti Ciaz (AC) or Equivalent Cars / Vehicles, for a period of two years.

I also confirm that the Firm/Company is not Blacklisted or Banned by any State / Central Government or any Government Institution in India. In the event of any deviation from the factual information / declaration Income Tax Appellate Tribunal, Mumbai, reserves the right to terminate the contract without any compensation to the bidder.

Dated :

Signed & Sealed : (Authorized representative of the firm)

Place :



SCOPE OF WORK

<u>Sl. No.</u>	<u>Description</u>	<u>Extra Rate (Rs.)</u>
1	For 2000 kms and 320 hrs per month	
2	For every extra Kilometre beyond total cumulative kilometre per month computed as no. of vehicles hired multiplied by 2000 kms.	Rs. 07/- per km
3	For every extra hour beyond 320 hours per month for each vehicle.	Rs. 20/- per hrs.
4	Extra charge for Sunday & other Holidays (Kilometerage will be included in the monthly scheme of 2000 kms.	Rs. 150/- per hour or Rs. 750/- per day Whichever is less

