E-TENDER NOTICE NO.01/2021

E-Tender Notice for inviting Tenders for hiring of vehicles for the One Year under Motor Vehicle grant for one year from the date of contract.

Online tenders are invited on behalf of Deputy Commissioner, Customs Division, Porbandar from reputed taxi/tour operator/service providers / Agency / firm for hiring of vehicle for Customs Division, Porbandar as mentioned below:-

Hiring of vehicles for Customs Division/other purposes.

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<tr>
<th>Sr.No.</th>
<th>Type</th>
<th>Nos. of Vehicle</th>
<th>Cost Ceiling</th>
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<tr>
<td>01.</td>
<td>Car (MID SIZED VEHICLE) to be used for 25/26 days up to 2,000 kms in a month. (Innova, Innova Crysta , Fortuner or equivalent)</td>
<td>01 (One)</td>
<td>Rs. 50,000/- Max</td>
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The General Terms and Conditions applicable to contract has been mentioned in Annexure-I. The work is to be performed strictly as per the specifications. The proforma for submission of e-tender has been given in Annexure-II (Technical Bid), Annexure III and Annexure-IV (Financial Bid) of this Notice Inviting Tender. Both the bids i.e. (Technical & Financial Bid) are to be uploaded online. The schedule of tender is given as under:

Schedule of e-tender:

<table>
<thead>
<tr>
<th>e-Tender No.</th>
<th>01/2021</th>
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<tr>
<td>Mode of Submission of tender</td>
<td>Online mode only</td>
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<tr>
<td>Amount of E-Tender</td>
<td>Rs 6,00,000/- (Approx.) Per annum (MAX)</td>
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<td>Bid Published Date</td>
<td>04.02.2021</td>
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<td>Bid Submission Start Date</td>
<td>05.02.2021</td>
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<td>Bid Submission End Date</td>
<td>26.02.2021</td>
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<tr>
<td>Bid Opening Date</td>
<td>02.03.2021</td>
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</table>

The above vehicle should not be older than two years/preferably new, to be used on monthly basis by the office of the Deputy Commissioner, Customs Division, Porbandar. Interested parties have to submit their bids as per two bid system i.e. Technical Bid and Financial bid through online mode only.

The detailed e-Tender documents can be downloaded from the departmental website www.cbcc.gov.in, www.jamnagarcustoms.gov.in and www.eproercurement.gov.in. The department reserves the right to reject any or all the bids without assigning any reason.

Deputy Commissioner, Customs Division, Porbandar.

Copy to:

1. The Nodal officer, E-Procurement, Customs (P), Jamnagar.
3. The Deputy Commissioner (P&E), Customs (P), Jamnagar.
ANNEXURE-I

GENERAL TERMS AND CONDITIONS

Sub: Online tenders are invited on behalf of Deputy Commissioner of Customs (Prev.) Custom Division, Porbandar from reputed taxi/tour operator/service providers / Agency / firm for hiring of vehicles.

1. Parties:

The parties to the Contract are

(i) Contractor (the tenderer to whom the work shall be awarded)

&

(ii) The Government of India through the Office of the Commissioner of Customs (Prev.) Jamnagar for and on behalf of the President of India.

2. Addresses:

For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by Registered Post with acknowledgment due to the Department of Revenue. The contractor shall be solely responsible for the consequences of any omission or error to notify the change of address in the aforesaid manner.

3. Specification & special terms and condition of contract:

This has been described in attached Annexure-III.

4. Preparation and Submission of Tender:

The tender should be uploaded in two parts namely (i) Technical bid in Annexure-II& III (ii)Financial bid(inform given in Annexure III) and each should be at the address, Tender number and date, subject of tender, date and time of opening of the same.

The employees of Department of Revenue and their near relatives are not entitled to participate in this tender. If it is noticed at a later date that this condition is violated, the agreement in consequence of this tender is liable to be cancelled forthwith apart from legal action.

5. Signing of tender:

1. Individual signing the tender or other documents connected with contract must specify whether he signs as:

   a) A “sole proprietor” or the concern or constituted attorney of such sole proprietor;

   b) A partner of the firm, if it be a partnership firm in which case he must have authority to execute on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

   c) Director or a Principal Officer duly authorized by the Board of Directors of the Company, if it is a Company.

2. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
3. In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, all the partners of the firm must sign the tender and all other related documents.

4. A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, competent authority may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

5. The tenderer should sign and affix his/her firm’s stamp at each page of the e-tender and all its Annexures, as the acceptance of the offer. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS NOTICE INVITING e-TENDER.

6. Technical Bid:

The Technical bid should be submitted in form given in Annexure-II & III along with the scanned copy of receipt of tender fees in the Unclassified Receipts(UCR) for the amount indicated above along with full details of technical facilities for executing the work i.e. equipment, infrastructure etc. and associated security features, and any other information sought for in the last section of the Annexure-I & III. Annexure-I & III duly signed and stamped by the tenderer in token of acceptance of all terms and conditions should invariably be furnished with Technical Bid, failing which, tender may be rejected at the stage of examination of Technical Bids.

The Tenderer will also enclose following documents with technical bids:

(a) Copy of RC book of owned commercial vehicle.

(b) Copy of valid permit issued by Road Transport Authority for States of Gujarat.

(c) Copy of valid insurance issued by insurance authority.

(d) Copy of last two financial year’s Income tax returns along with photo copy of PAN card.

(e) Copy of valid driving license and Bio-data of driver.

(f) Name of the Govt./Private offices/Organizations where vehicles are provided by firm along with an attested copy of certificate of satisfactory provision of similar service for two years in central/state Govt./PSUs and with mobile phone to driver.

(g) All vehicles of the vendors to be registered in the name of the owner of company or their associated companies/persons having proper authority/affidavit showing the ownership and authorization for utilization of the vehicles.

(h) Company should have 24 hours dedicated cell for customer care with a phone number and a copy of telephone bill to be attached with technical bid.

(i) The tenderer may give details of vehicle proposed to be put up as new vehicle with quotation, then he will provide vehicle within 15 days. In the meantime, the contactor may arrange for vehicles, not older than July 2017 model, under intimation to this office.

(j) If a Vehicle proposed is listed in more than one tender, both the tenders are liable to be rejected. Preference shall be given to tenderers who have fully owned vehicles or at least half of the vehicles are fully owned.”

(k) The vehicles hired should not be older than two year/should be preferably new and should be in good condition.

(l) The tenderer should provide the vehicle for inspection / physical verification w.r.t. condition of the vehicle on the specified date and time.
7. **Financial Bid:**

The Financial Bid should be submitted in form given in Annexure IV as per prescribed format. The Financial Bids of the tenderers short-listed after evaluation of Technical bids only will be opened on a specified date and time to be intimated to the respective tenderer. A duly constituted Tender Evaluation Committee (TEC) will evaluate the bids. Any correction in the price bid must be duly attested, failing which the tender is liable for rejection. Rates should be quoted in Annexure-III. A consolidated price should be quoted inclusive of all taxes and levies. The price quoted shall be firm and final. Conditions should be mentioned in the Financial Bid clearly. Terms of payment as stated in the Tender Document shall be final.

At the time of payment of bills, the income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. **Right of Acceptance:**

This office reserves all rights to reject any tender including those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of Evaluation Committee in this regard is final and binding to all concerned and it cannot be challenged at any forum.

9. **Communication of Acceptance:**

Successful Tenderer will be informed of acceptance of his tender. Necessary instructions regarding the amount and the time provided for Security Deposit will be communicated.

10. **Penalty:**

In the event of the contract or failing to:

(i) Observe or perform any of the conditions of the work as set out herein;

(ii) Provide service in good and workmen like manner and to the satisfaction of officers nominated for the purpose and by the time fixed by the Department of Revenue

(a) It shall be lawful for the Department of Revenue in its discretion in the former event to remove or with hold any part of the services until such time as he may be satisfied that contractor is able to do and will duly observe the said conditions and in the latter event to reject to remove as the case may require any services executed otherwise than in a good and work man-like manner to the satisfaction of the officers nominated for the purpose by the time fixed by the Department of Revenue and in both or either of the events afore said to make such arrangements as he may think fit for the reproduction of the work so removed or work in lieu of that so rejected or removed as afore said on cost and at the risk of the contractor.

(b) Provided further that if in either, due to any excess expenditure paid/incurred by reason of the difference between the amount paid and the accepted rates, Department of Revenue may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due the contractor under this or any other contractor may be demanded from him to be paid within seven days to the credit of the Department of Revenue.

(c) The powers of the Department of Revenue under this conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him.

11. **Insolvency etc.:**
In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified, the Department of Revenue shall have the power to terminate the contract without previous notice.

12. **Breach of Terms and Conditions:**

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the tender without assigning any reason.

13. **Subletting of contract:**

The contractor shall not assign or sublet the services or subcontractor any part of it to any other person or party. **Further, the vehicle proposed by the tenderer should be of his own or their associated companies/persons and photo copies of all the required documents of ownership of the vehicle should be attached with Technical Bid.**

**If the Vehicle proposed is not owned by the tenderer** or their associated companies/persons having proper authority/ affidavit showing the ownership and authorization for utilization of the vehicles, **his tender is liable to be rejected.**

The tender is not transferable. Only one tender shall be submitted by one tenderer.

Every bidder shall unconditionally accept the condition contained here in this tender. Affixation of the signature of the bidder on every page of the bid documents at the time of submission shall be the conclusive evidence of acceptance of the conditions stipulated. The bid of any bidder who does not accept any of these conditions shall not be considered.

14. **Terms of payment:**

No payment shall be made in advance. The contractor shall submit the bill at each stage/in the first week of following month on completion of each stage of work for sanction of the amount of bill and passing the bill for payment. The Department of Revenue shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

15. **In the event of any dispute, decision of the Commissioner of Customs (Prev.) Jamnagar will be final and binding to all.**

16. **Contract may be terminated by the Notice of one month by either of the side.**

17. **Other Conditions:**

i) The vehicles will be deemed to be at the disposal of O/o the Deputy Commissioner of Customs (Prev.) Custom Division, Porbandar during the period of operational use and contractor shall have to make available the vehicle on all the days of a month, seven days a week.

ii) The vehicles must be available at any time of any day as desired by the department. Also, in case of breakdown of any vehicle, substitute vehicle shall be provided in time failing which the department shall have the right to hire a vehicle from the market and the cost incurred to this will be borne by the firm.

iii) The liabilities of the official of this office will be limited to the hiring charges agreed in the contract.

iv) The responsibility for the safety and security of the vehicles provided to department solely lies with the contractor. It is also the contractor's absolute responsibility to take care of any damage/repairs caused to the vehicle during the validity of the contract.
v) The vehicles should be registered as taxi, fulfill the legal obligations prescribed by the State Transport Authority like payment of road tax, etc. All requirements under various statutory laws must be complied with. Any default will be liability of the contractor and this department shall not be liable in any matter whatsoever. In case of any accident or any other contingency, any claim arising out of it shall be borne by the contractor only and no claim whatsoever shall be borne by the Office of the Deputy Commissioner of Customs, Porbandar.

vi) Insurance of vehicles and the risk of passenger travelling in the vehicles should be covered by the contractor to the extent of liability as specified in the Motor vehicle Act & Rules made there-under or any other law in force.

vii) Vehicles must be kept clean, odor free, in excellent condition, mechanically fit, suitable for official use.

viii) The firm/agency shall not be blacklisted from any Central Government/State Government/ Central and State undertakings and/or convicted by a Court of Law.

ix) The successful bidder shall have to provide the desired number of vehicle. However, in case the successful bidder expresses his inability to supply the total number of vehicle required, the option shall be given to the next lowest bidder to supply remaining number of vehicles at the lowest quoted rates.

x) Vehicles should not have LPG/CNG gas kits as fuel.

xi) Log books shall be maintained for the hired vehicles as in the case of departmental vehicles.

xii) The following items should be maintained during contract period, which will be checked periodically by the vehicle officer in charge, Customs Division Porbandar:

- There should be at least two sets of white covers.
- There should be at least two sets of towels and napkins in the car to be provided by the contractor and should be changed every week.
- The air spray & First Aid Medical Kit are to be provided by the contractor.

xiii) As regard vehicle timings, the transport operator will not pass on the instructions directly to the driver concerned. All the instructions shall be routed through the vehicle officer in charge, Customs Division, Porbandar of Divisional Offices.

xiv) The successful bidder shall have to provide the insurance papers, copy of registration, and driving license to the Deputy Commissioner Porbandar, before the start of contract, whenever there is a change in vehicles other than the vehicles mentioned in Annexure III.

xv) In case of any dispute of any kind and in any respect whatsoever, the decision of the Commissioner of Customs (Prev.) Jamnagar shall be final and binding.

(Signature of the Tenderer with stamp in token of having full agreed with mentioned above)
## Annexure-II
**TECHNICAL BID (QUALIFYING BID DOCUMENT)**

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<tr>
<td>1</td>
<td>Name and address of The Organization</td>
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<td>2</td>
<td>Name of The Proprietor / Partner / Directors/ Individual With their Mobile No.</td>
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<td>3</td>
<td>Name of The Coordination Manager / Supervisor and Mobile no.</td>
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<tr>
<td>4</td>
<td>List of vehicles provided on hired basis to Central Government/State Government/Public Sector Offices (Scanned <strong>Copy of work order</strong>)</td>
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</tbody>
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### Vehicle Information

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<tbody>
<tr>
<td>1</td>
<td>Total number of commercially registered vehicles owned</td>
</tr>
<tr>
<td>2</td>
<td>Scanned copy of taxi registration of offered vehicle</td>
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<tr>
<td>3</td>
<td>Scanned copy of RC book of offered vehicle</td>
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<td>4</td>
<td>Vehicle model and year of manufacture</td>
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### Tax Related Information

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<tr>
<td>1</td>
<td>PAN CARD No (Scanned Copy)</td>
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<td>2</td>
<td>Goods &amp;Service Tax Registration No [Scanned Copy]</td>
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*(If the bidder failed to provide any of the above self attested document(s), shall be liable for technically disqualification)*

**DECLARATION**

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case, any deviation is found in the above statement at any stage; I/We will be blacklisted and will not have any dealing with the Department in future.

*(Signature of Authorized Signatory with date)*
Annexure III

Table: 2

Detail of the **Mid Size Vehicle (B2 Segment cars as per classification used by Society of Indian Automobile manufacturers)** that is to be provided to this office for the period of One year.

(Should be placed with Technical Bid)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Model and Manufacturer of vehicle</th>
<th>Registraton No.</th>
<th>Month and year of manufacture</th>
<th>Chasis No./Engine no</th>
<th>Fuel used</th>
<th>Copy of Authorization letter enclosed (Yes/Not applicable)</th>
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Copies of registration (RC Book) (self attested) of above vehicle should be enclosed.

If the service provider is ready to provide new vehicle, then he is exempted of providing the same.

Name and Signature of Authorized signatory

Seal/Stamp
DECLARATION REGARDING ACCEPTANCE OF TERMS AND CONDITIONS
CONTAINED IN THE TENDER DOCUMENT
(Should be placed with Technical Bid)

To,

The Deputy Commissioner,
Customs Division (Prev.),
Porbandar.

Sir,

I have carefully gone through the Terms and Conditions contained in the Tender Notice No.01/2021 dated ______ regarding Hiring of Vehicle under regular motor vehicle grant for Office of the Deputy Commissioner of Customs Division Porbandar. I declare that all the Terms and Conditions of this Tender Notice are acceptable to my Company/Firm/Agency. My Company/ Firm/Agency do not have any terms and conditions of its own in respect of quotation being submitted for the same. I further certify that I am an authorized signatory of my company/ Firm/Agency and am, therefore, competent to make this declaration.

Yours truly,

Signature of authorized signatory with date:

Name:________________
Designation:____________
Name of firm:____________
Address of the firm at:____________

Mobile No.:____________
Annexure IV

FINANCIAL BID

The e-tender shall be submitted in BoQ as per the given format in excel sheet.

Signature and name with office seal