NOTICE INVITING e-TENDER

NOTICE FOR INVITING e-TENDER FOR HIRING OF VEHICLES FOR THE PERIOD OF ONE YEAR FROM 01.09.2020 TO 31.08.2021 IN THE OFFICE OF THE COMMISSIONER OF CUSTOMS (GENERAL), AIR CARGO COMPLEX, SAHAR, ANDHERI (E), MUMBAI-400099

The Commissioner of Customs (General), Air Cargo Complex, Sahar, Andheri (E), Mumbai - 400 099, invites e-tender from reputed taxi operator/service provider for hiring of 22 Non A. C. Commercially Registered vehicles (16 Mid-size vehicles & 06 Small-size vehicles) for a period of one year from 01.09.2020 to 31.08.2021. The e-tender is invited in two parts i.e. (1) Technical Bid/Qualifying bid and (2) Financial Bid. The e-tender form for qualifying bid prescribed in Annexure-I and the e-tender form for the financial bid prescribed in Annexure-II complete in all respect shall be submitted online on or before 24.08.2020 (1200 hrs).

All the prospective bidders are invited to submit their bids under Two Bid System for the subject work as detailed below and in accordance with the annexure to the tender enclosed herewith.

<table>
<thead>
<tr>
<th>Mode of Tendering</th>
<th>e-Tendering through our portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Earnest Money Deposit</td>
<td>Rs. 3,00,000/- (Rupees Three Lakh Only)</td>
</tr>
<tr>
<td>Period of Hiring</td>
<td>One year from 01.09.2020 to 31.08.2021</td>
</tr>
<tr>
<td></td>
<td>(And for such extended period as agreed mutually).</td>
</tr>
<tr>
<td>Pre-Bid Meeting (PBM)</td>
<td>20.08.2020; 1130 Hrs</td>
</tr>
<tr>
<td>Venue for PBM</td>
<td>CHS Section, Air Cargo Complex, Mumbai</td>
</tr>
<tr>
<td>Last date and time for submission of Bid/Tender</td>
<td>24.08.2020 (1200 hrs)</td>
</tr>
<tr>
<td>Date &amp; time for Opening of Technical/Qualifying Bid</td>
<td>25.08.2020 (1500 hrs)</td>
</tr>
<tr>
<td>Date &amp; time for Opening of Financial Bid</td>
<td>27.08.2020 (1130 hrs)</td>
</tr>
<tr>
<td>Currency</td>
<td>Bidder should quote their price in INR only.</td>
</tr>
</tbody>
</table>

The e-tender form can also be downloaded from www.eprocure.gov.in; www.accmumbai.gov.in; and www.cbic.gov.in

(Pankaj Kumar)
Joint Commissioner of Customs (General)
Air Cargo Complex, Sahara, Andheri (East), Mumbai

Copy to:-
1. EDI for posting on ACC Customs & CBIC Website.
2. Notice board.
3. Office Copy.
NOTICE INVITING e-TENDER

NOTICE FOR INVITING e-TENDER FOR HIRING OF VEHICLES FOR THE PERIOD OF ONE YEAR FROM 01.09.2020 TO 31.08.2021 IN THE OFFICE OF THE COMMISSIONER OF CUSTOMS (GENERAL), AIR CARGO COMPLEX, SAHAR, ANDHERI (E), MUMBAI - 400099

The Commissioner of Customs (General), Air Cargo Complex, Sahar, Andheri (E), Mumbai - 400099 invites e-tender from reputed taxi operator/service provider under two-bids system (Technical Bid and Financial Bid) for hiring of 22 Non A.C. Commercially Registered vehicles (16 Mid-size vehicles & 06 Small-size vehicles) for a period of one year from 01.09.2020 to 31.08.2021.

01. e-Tendering process:-

The tender is invited in two parts i.e. (1) Technical bid/Qualifying Bid and (2) Financial bid. The e-tender form for technical/qualifying bid as prescribed in Annexure-I and the e-tender form for the financial bid prescribed in Annexure-II duly complete in all respect shall be submitted online on www.eprocure.gov.in on or before 24.08.2020 (1200 HRS) in two separate files in folders addressed to the Commissioner of Customs (General), Air Cargo Complex, Sahar, Andheri (E), Mumbai - 400099. The Technical/Qualifying Bid shall be opened by the e-Tender Opening Committee on 25.08.2020 at 1500 hrs. Incomplete bid documents shall be rejected. The valid technical bids shall be scrutinized by the Tender Purchase Committee to shortlist the eligible bidders. Thereafter, the financial bids of the short-listed eligible bidders shall be opened on 27.08.2020 at 1130 hrs. by the Tender Committee.

02. Submission of bids:-

Bids have to be submitted online through e-tender website i.e. www.eprocure.gov.in before the scheduled date & time. Bidders should submit the Technical as well as Financial bids through e-tendering portal only. Scanned copies of all relevant documents as mentioned in Annexure-I, should be uploaded along with the bid. Bids submitted by Courier/Post/In- person shall not be accepted in this tender.

03. Earnest Money Deposit:-

Earnest Money Deposit (EMD) for the requisite amount in the form of Demand Draft/Bank Guarantee of Nationalized Bank in favour of Commissioner of Customs (General), Air Cargo Complex, Sahar, Andheri (East), Mumbai should be submitted prior to bid opening date and time in sealed envelope and also upload a scanned copy of EMD while submitting the bid electronically. If the hard copy of EMD is not received within the stipulated period, the bidder shall be disqualified. The Exemption of EMD, if claimed, should be claimed in advance in writing to Joint Commissioner of Customs (General), Air Cargo Complex before filling the tender.
04. Bank Guarantee:

On receipt of intimation of award of contract from the Department, the successful vendor/bidder shall submit a Performance Security Deposit in the form of Bank Guarantee to the extent of 7.5% of the total annual contract value issued by a nationalized bank within 10 days of the award of annual contract. The bank guarantee shall be in favour of the President of India (through the Commissioner of Customs (Gen), Air Cargo Complex, Sahar, Andheri (E), Mumbai: - 400 099) and it shall be the responsibility of the contractor/service provider to keep this bank guarantee valid for a period of three months beyond the date of fulfilment of all contractual obligation to the mutual consent of the department and the contractor/service provider.

05. Scope of work:-

(i) The vehicles are proposed to be hired for 30/31 days in a month subject to a maximum of 2500 km in a month and for 25/26 days in a month subject to a maximum of 2000 Km in a month (as indicated in table at Para 06 below).

(ii) The cost ceiling for hiring such vehicle is Rs. 50,000/- pm for Mid-sized & SUV Petrol/Diesel Vehicles, Rs. 45,000/- pm for Mid-sized & SUV CNG Vehicles, Rs. 40,000/- pm for Small-sized Petrol/Diesel Vehicles and Rs. 35,000/- pm for Small Sized CNG Vehicle exclusive of GST. The rate quoted by the bidders should be exclusive of GST.

06. Type of Vehicles to be provided:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Type of vehicles</th>
<th>No. of Vehicles</th>
<th>Category / Terms of use</th>
</tr>
</thead>
</table>
| 1.      | Mid-Sized Vehicles (Non AC; registered as Commercial Vehicle) (Honda City/ Hyundai Verna/ Ford Fiesta/ Suzuki SX4/Dzire or other equivalent vehicle) | 03 | 30/31 days a month.
Maximum of 2500 kms (including Sundays and other holidays) |
| 2.      | Mid-Sized Vehicles (Non AC; registered as Commercial Vehicle) (Maruti Ertiga/ Maruti SX4/ Volks Wagon Vento/ Swift Dzire/ Toyota Etios/ Hyundai Xcent/ Toyota Innova, Tata Sumo or other equivalent vehicle) | 13 | 25/26 days a month.
Maximum of 2000 kms (including Sundays and other holidays as and when required) |
| 3.      | Small-Sized Vehicles (Non AC; registered as Commercial Vehicle) (Maruti Swift/ Wagon-R/ Hyundai/Maruti Eeco/ Hyundai i10 or other equivalent vehicle) | 06 | 25/26 days a month.
Maximum of 2000 kms (including Sundays and other holidays as and when required) |

07. Eligibility Criteria:-

(i) The applicant should be duly registered in Mumbai District (Maharashtra) with statutory authorities for undertaking such contract.

(ii) The bidder/contractor should have an experience as service provider for at least two years for providing vehicles to Government/Semi Government Organization/Banks/PSUs. As a proof, scanned copies of relevant documents should be submitted along with the bid.

(iii) All the vehicles should have registered as Commercial Vehicle and not be older than three years. Vehicles should be in excellent working condition. In this regard, the Bidder will have to make available all the vehicles intended to deploy in this office before the Tender Opening Committee for physical inspection of the vehicles along with original Registration Certificates of the vehicles on the date of opening of Technical Bid of the Tender i.e. on 25.08.2020 (Before 1800 Hrs).

(iv) The applicant should submit Income Tax Returns for the last three Financial Years and should have experience of having provided service worth Rs. 25 Lakhs (Turnover) or more per annum in the previous three financial years.
(v) The bidder has to submit the scanned copy of an undertaking on his letterhead declaring as
follows:-
   (a) If my quotation is accepted, the vehicles to be provided/ supplied will not be more than 3
years old i.e. the manufacturing date of the vehicles will be after July, 2017. The colour of
the vehicle will be preferably white.
   (b) The vehicles to be provided/ supplied will have a valid insurance and PUC certificate
throughout the contract period.
   (c) We have not been debarred by any Government Office/Semi Government
Office/PSUs/Banks for any default for such services in the past.

(vi) The applicant should not have been penalized for default in the services by the earlier
"customer". If found so subsequently, the Commissioner (General) reserves the right to disqualify
the contractor.

# Note:- The Commissioner of Customs (General) reserves the right to accept or reject any one or
more tenders without assigning any reasons. He may reject the entire process and call for fresh
tenders. He also reserves the right to reject the lowest quotation and select the one which more
closely satisfies the conditions given in this tender notice or for any reasonable explanation.

08. Terms and Conditions:

(i) The contractor shall provide dedicated vehicles & drivers and any change in vehicles and/or
drivers should be made only in exceptional circumstances with prior approval of this office.
Replacement of vehicle/driver should be provided in the event of sudden breakdown of vehicle/non-
availability of driver. The replacement vehicle/driver should not be from the fleet provided to this
office.

(ii) The rate quoted should be for a commercially registered and Non-A. C. vehicle. The vehicles to
be provided should be in excellent condition. The vehicles should be neat, clean and in perfect
running condition with clean interiors and proper upholstery and should not have had any accident
history.

(iii) The drivers should possess valid Driving License, with a minimum experience of 3 years in
Mumbai and their antecedents should be duly verified by the contractor/service provider.

(iv) The payment of hire charges agreed upon will be made on monthly basis in 30/45 days from the
date of receipt of the bill. The bill for the hire charges shall be submitted in the CHS Office on
completion of the services for a month. If the service is provided for part of month the payment will
be made proportionately on pro-rata basis.

(v) The vehicles shall be deemed to be at the disposal of the Commissioner of Customs, (General),
Air Cargo Complex, during the period of official use and the billing for KMs and hours shall be made
from the reporting place to the relieving place.

(vi) The liability on account of fuel, driver & all expenses relating to maintenance, insurance,
parking, toll/ etc tags etc. of the vehicle would, solely and wholly, be the responsibility of the
contractor and the Commissioner of Customs (General), ACC will not bear any liability except the
approved hiring charges.

(vii) The service contract may be extended beyond the contract period of one year on the same terms
and conditions if mutually agreed by the parties to the contract.

(viii) The contract between the Commissioner of Customs (General), Air Cargo Complex, Sahar,
Andheri (East), Mumbai and the contractor/service provider can be terminated / cancelled with a
prior notice period of one month from either side.
(ix) The contractor should be registered with the authority concerned or State or Central Government and should fulfil the conditions prescribed in Section 66 of the Motor Vehicle Act, 1988 for hiring of vehicles. The contractor shall take insurance cover protecting the agency against all claims applicable under the Workmen’s Compensation Act, 1948. The contractor shall arrange necessary insurance cover for every person deployed by him even for a short duration. The Commissionerate shall not entertain nor shall be liable for any claim arising out of mishap, if any.

(x) The contractor will indemnify for loss/damage of property or life because of negligence of driver or poor maintenance of vehicle or due to an accident.

(xi) The drivers employed along with the vehicle should satisfy the following conditions:

a) The driver should have minimum 03 years of experience of driving in Mumbai with valid driving licence issued by the State Authority.

b) The driver should be well-versed with the roads and places in Mumbai city and should have experience of city-driving.

c) Once the driver is designated a particular vehicle, he shall remain attached to the same vehicle for the entire contractual period. Any change in the designated driver/vehicle should be intimated to the concerned officers/CHS Office 24 hours prior to such change is affected.

d) The service provider should provide mobile phone to the drivers and the phone numbers should be shared with the CHS Office so that the drivers are easily accessible.

e) The driver should be in a proper outfit and well-dressed at all the times while performing the duties.

f) The driver should be well-mannered, well-behaved and should not have any criminal cases registered against him. Also, the driver should not have any past history of accidents.

g) The car should be kept clean, odour-free and suitable for official use.

h) The drivers should diligently obey the traffic rules. Any penalty arising out of improper observance of traffic rules by the driver shall be borne by the contractor/service provider.

i) The vehicles shall be for exclusive use of this office and should not be used by the service provider for any other purpose even after completion of the official duties.

j) The vehicle shall be made available on all days including Saturday, Sunday & Holidays, if required.

(xii) The service provider should have sufficient numbers of vehicles and drivers with them. In case of break-down of vehicle or non-availability of driver at any time, the firm shall immediately provide substitute vehicle/driver as the case may be. The bidder should be able to provide all the vehicles for which this tender is floated. Inability to provide all vehicles will result in rejection of the bid.

(xiii) In case the hired vehicle does not report within the reasonable time or does not report at all, the Commissioner of Customs (General), ACC would have a right to hire a vehicle from the market and the additional cost incurred by the Commissioner of Customs (General), ACC will be borne by the Contractor. In case, neither a substitute vehicle is provided nor a vehicle is hired by the Commissioner of Customs (General), ACC, proportionate contract charges are liable to be deducted from the contract charges payable. This would be in addition to the penalty levied as indicated below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Nature of default</th>
<th>Quantum of Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>Late Reporting</td>
<td>50% of proportionate contract charges per day</td>
</tr>
<tr>
<td>02.</td>
<td>Non Reporting</td>
<td>200% of proportionate contract charges per day</td>
</tr>
<tr>
<td>03.</td>
<td>Refusal of duties/Failure to follow any of the conditions Para “X” above</td>
<td>200% of proportionate contract charges per day</td>
</tr>
</tbody>
</table>
(xiv) If there is requirement of additional vehicle by the Commissioner of Customs (General), ACC during the contract period, the contractor/service provider shall provide the same at the contractual rate and at the same terms and condition as per the prevailing agreement. The Commissioner of Customs (Gen), Air Cargo Complex, reserves the right to reduce the number of vehicles hired keeping in view the requirement of vehicles and availability of funds.

(xv) A daily record indicating time and mileage for each vehicle shall be maintained by the driver in a log book in the prescribed format as per the Government's instructions. The log book shall be submitted to the MTO/CHS in the office of the Commissioner of Customs (General), ACC, Mumbai, regularly for scrutiny. The time and mileage shall be taken into account from the reporting/removing point.

(xvi) On awarding of the contract, the contractor/service provider shall furnish certified copies of RC books; Commercial Vehicle Registration Certificate/ Insurance / PUC copies in respect of all hired vehicles to the MTO/CHS in the O/o Commissioner of Customs (General), ACC, Mumbai.

(xvii) The contractor/service provider shall comply with all the statutory laws like Labour Laws, Minimum Wages Act, ESI, PF etc. Any liability arising out of non-observance of statutory provisions shall be borne by the contractor/service provider.

(xviii) The Department will not be under any obligation, legal or otherwise, to provide any employment to any of the personnel of the service provider during or after the expiry of the contract/hire period. The Department shall not be responsible financially or otherwise for any injury to the vehicle or driver or any person deployed by the service provider or to the third party during the course of contract.

(xix) The Service Provider shall undertake to indemnify the department against all damages/charges arising on account of or connected with the negligence of the service provider or his staff or any person under his control whether in respect of accident injury to the person or damages to the property of any member of the public or any person.

(xx) All expenses relating to salary and allowances of the driver shall be borne by the Service Provider. Likewise all expenditure related to the vehicle including insurance, maintenance, toll charges, parking charges & fuel etc. will also be borne by the Service Provider.

(xxii) Any dispute during the contractual period or any issue/matter/topic which has not been specifically covered by this agreement shall be decided by the Commissioner of Customs (General), ACC, Mumbai, whose decision shall be final and binding on department as well as service provider/contractor.

(Pankaj Kumar)
Joint Commissioner of Customs (General)
Air Cargo Complex, Sahara, Andheri (East), Mumbai
ANNEXURE I

TECHNICAL BID

1. Name, address & telephone number of the service provider:

2. Name(s) and address(es) of the Proprietor / Partners / Directors:

3. Copy of IT returns showing annual turnover more than Rs. 25,00,000/- per annum for previous three financial years - Yes/ No

4. Copy of Shop & Establishment certificate for last 3 years - Yes/ No

5. Copy of Income Tax Assessment Certificate for last 3 financial years - Yes/ No

6. Copy of Permanent Account Number (PAN) - Yes/ No

7. Copy of GST (Goods & Service Tax) certificate - Yes/ No

8. Copy of Bank Solvency Certificate - Yes/ No

9. Copy of work order/ agreement for at least two years for providing vehicles in Government/Semi Government Organization /Banks/PSUs - Yes/ No

10. Copy of undertaking as per clause “7 (v) of this tender notice - Yes/No

11. Vehicles should be Commercially Registered; Non A. C. and in excellent working condition. Vehicles should not be older than three years.

12. ADDITIONAL EVALUATION CRITERIA:

(i) Total number of commercially registered Vehicles owned: ________Numbers of Vehicles

(ii) In the year 2019-20 whether provided vehicles on hire for over six months to the Central Government /State Government/Public Sector Office - Yes/ No

(iii) If reply to 12(ii) above is yes, then provide names of the offices:

(iv) Have your firm been blacklisted at any time in past by any Organization or any director/partner/entrepreneur Convicted under any law - Yes/No

(NOTE: Kindly submit the above mentioned documents in the same order.)

1. Date: 
2. Place: 

Signature of the Bidder
ANNEXURE-II

To,
The Joint Commissioner of Customs (General)
Air Cargo Complex, Sahar, Andheri (E)
Mumbai-400099.

Sir,

Sub: Submission of financial bid for hiring of 22 Non AC commercial registered vehicles (16 Mid-sized Vehicles and 06 Small-sized Vehicles) by office of the Commissioner of Customs (General), Air Cargo Complex, Sahar, Andheri (E), Mumbai-reg.

With reference to the above, I/We hereby submit the quotation for hiring 22 vehicles. Rate Chart per Vehicle (exclusive of Government Taxes) is as under:-

<table>
<thead>
<tr>
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<th>Type of vehicles</th>
<th>No. of Vehicles</th>
<th>Category /Terms of use</th>
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<tbody>
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<td>1.</td>
<td>Mid-Sized Vehicles (Non AC; registered as Commercial Vehicle) (Honda City/ Hyundai Verna/ Ford Fiesta/ Suzuki SX4/Dzire or other equivalent vehicle)</td>
<td>03</td>
<td>30/31 days a month. Maximum of 2500 kms (including Sundays and other holidays)</td>
</tr>
<tr>
<td>2.</td>
<td>Mid-Sized Vehicles (Non AC; registered as Commercial Vehicle) (Maruti Ertiga/ Maruti SX4/ Volks Wagon Vento/ Swift Dzire/ Toyota Etios/ Hyundai Xcent/ Toyota Innova, Tata Sumo or other equivalent vehicle)</td>
<td>13</td>
<td>25/26 days a month. Maximum of 2000 kms (including Sundays and other holidays as and when required)</td>
</tr>
<tr>
<td>3.</td>
<td>Small-Sized Vehicles (Non AC; registered as Commercial Vehicle) (Maruti Swift/ Wagon-R/ Hyundai/Maruti Ecco/ Hyundai i10 or other equivalent vehicle)</td>
<td>06</td>
<td>25/26 days a month. Maximum of 2000 kms (including Sundays and other holidays as and when required)</td>
</tr>
</tbody>
</table>

Date:
Place:

Signature of the Bidder

DECLARATION:

I/We hereby certify that information furnished above is true and to the best of my/our knowledge. I/we understand that if any deviation is of and in above statement at any state, I/We shall be blacklisted and will not have any dealing with department in future. I/We have read the terms and conditions of the Tender Notice along with its Annexures.

I hereby confirm that I am authorized to sign the Tender Document.

Signature & Name of the authorized Signatory
Seal / Stamp