



OFFICE OF THE COMMISSIONER OF CUSTOMS (GENERAL)  
JAWAHARLAL NEHRU CUSTOM HOUSE  
NHAVA SHEVA, TAL. URAN, DISTRICT RAIGAD  
MAHARASHTRA – 400 707

F. No. S/05-Gen-03/22-23/P&E/JNCH

Date:14.07.2022

**E-TENDER NOTICE**

**SCOPE OF WORK, TECHNICAL CRITERIA AND ADDITIONAL TERMS & CONDITIONS (ATC)**

**SCOPE OF WORK**

The Commissioner of Customs (G), Jawaharlal Nehru Customs House, Nhava Sheva, Maharashtra- 400707, for and on behalf of the President of India invites e-bids/tender under two bid system for hiring three (03) buses along with drivers and helpers for transportation of staff to and from between three (03) destined points in Borivali/Dadar/Kalyan and Jawaharlal Nehru Customs House, Nhava Sheva. Following are the details of route map with the seating capacity for the buses required:

Sr. No.	Route	No of Buses & Vehicle seating capacity
1	Route 1- Dadar Via Lloyd Estate, Wadala, Matunga, Antop Hill, Chembur, Vashi to JNCH	One bus (20 seater)
2	Route 2- Borivali via Goregaon Link Road / Powai / Mankhurd / Vashi to JNCH	One bus (25 seater)
3	Route 3- Kalyan via Kalamboli, Panvel to JNCH	One Bus (12 seater)

**(I) TECHNICAL / ELIGIBILITY CRITERIA**

- 1) Earnest Money Deposit as per GeM is to be deposited through GeM portal or at P & E/JNCH in the form of Demand Draft in favour of ' The Commissioner of Customs (General), JNCH, Nhava Sheva. If any of the bidder desires to submit EMD in P & E/ JNCH, the same should be submitted within the time limit i.e the last date of submission of the bid. Bids received without EMD will be rejected. EMD exemption if applicable to any of the bidders will be as per Government Rules.
- 2) The Bidder should give an undertaking that **he or his firm has not been black listed by any PSU, Banks, and Organization /Government department as on the date of submission of the bid.(The same should be uploaded in Gem Portal)**
- 3) The Bidder should have a minimum turnover of **Rs. 19 Lakhs (Rupees Nineteen Lakh only)** per annum in the past three years. **The same should be certified by Chartered Accountant and uploaded in Gem Portal.**
- 4) The Bidder should provide Income Tax Returns for the past three years. ( **The same should be uploaded in Gem Portal )** namely for **FY 2018-19, FY 2019-20& FY 2020-21.**
- 5) The Bidder should possess a Shop and Establishment Certificate, GST registration Certificate and PAN Card. The bidders should upload the copies of **Shop &Establishment Certificate, PAN Card, GST registration certificate in Gem Portal.**

- 6) **Past Experience of Similar Services:** The Bidder should be having adequate experience of minimum three (03) years in the field of **providing Bus Service. (The proof to that effect should be uploaded in Gem portal.)**
- 7) **The Bidder has to upload an undertaking in GeM Portal that their firm/company is not under liquidation, court receivership or similar proceedings and also not bankrupt.**
- 8) The vehicles to be provided should be new or in no case more than **three** years old as on 01.04.2022(i.e **vehicles to be provided should have registration certificate issued on and after 01.04.2019**), however, condition of the vehicle should be good. The Bidder should have the ownership of the vehicles provided. **The registration Certificate of the Vehicle should be uploaded in Gem Portal.**
- 9) Vehicle offered should have commercial vehicle registration. **(An undertaking to that effect should be uploaded in Gem Portal ).**
- 10) Vehicles to be provided should have comfortable reclining seats and spacious leg space / distance between the two seats, racks with suitable capacity above the seats to accommodate office bags / luggage of the officers/staff traveling by bus. **(An undertaking to that effect should be uploaded in Gem Portal )**
- 11) Bidder should have his Registered Office/Branch Office located within the radius of **75 km** distance of JNCH, Nhava Sheva, Uran, Raigarh- 400707. **(Proof to that effect should be uploaded in Gem Portal )**
- 12) **All the participants in the said bidding process who are found to be technically fit on the basis of the required uploaded documents, have to present all the vehicles for physical inspection before Technical Evaluation Committee to verify the genuiness.**

## **(II) TENDER PROCESS AND SUBMISSION OF TENDER DOCUMENTS**

- a) **Submission of bids:** Bidders should submit the technical as well as financial bids through GeM portal only. Scanned copies of all relevant documents should be attached with the bid. Bids submitted by the courier/post/in person shall not be accepted in this tender.
- b) The technical bids will be evaluated by the Tender Evaluation Committee. The financial bids of only those bidders shall be opened who are found to be Technically Qualified.
- c) The offers / bids received incomplete or vague responses like "as per documents submitted or documents attached" and/or filed after the due date shall be summarily rejected. Conditional/Unsolicited tenders shall not be considered.
- d) The contract will be awarded to the lowest bidder subject to the fulfillment of all the terms and conditions given in this notice and physical inspection of the vehicle intended to be deployed.
- e) For any clarification/ inspection of the site, etc. the interested parties may contact the Superintendent of Customs, Personnel and Establishment, 5th Floor, 'A' Wing, JNCH, Nhava Sheva, Tal-Uran, District- Raigad, Maharashtra- 400707 on any working day between 11:00 AM to 5:00 PM, on & before last date and time for accepting tender.
- f) The department reserves the right to accept or reject any or all tenders without assigning any reason. In case of any dispute of any kind and in respect of whatsoever, the decision of

the Commissioner of Customs (G), Jawaharlal Nehru Customs House, Nhava Sheva, Maharashtra- 400707 will be final and binding.

- g) Vehicles to be provided should have valid Insurance (third party & passengers insurance both), Valid Pollution Under Control (PUC) Certificate. Service provider of vehicle should have suitable Insurance cover for the passengers traveling by Vehicles on offer, as per the seating capacity.**

### **(III) ADDITIONAL TERMS AND CONDITIONS**

- a. On acceptance of the bid, the successful service provider will have to submit Performance Security of an amount equivalent to 3% of the value of the entire period of the contract in the form of Bank Guarantee ( with auto renewal clause) from a Nationalized Bank drawn in favour of 'RBI A/c Commissioner of Customs (Gen), JNCH, Nhava Sheva. The EMD will be returned to successful bidder after producing Bank Guarantee.
- b. The prices quoted shall be valid for the contract period without escalation.
- c. On awarding of the contract, the service provider should provide the Certified copies of Registration Certificate of the vehicles, Valid Insurance, Valid PUC, Details of the Driver & helper alongwith their PAN Card/Aadhar Card Copies.
- d. The successful bidder should commence the work within 48hrs of the order being placed and failure to which the JNCH will forfeit the EMD and terminate the contract without giving any notice.
- e. The charges payable shall be all inclusive i.e. salary of drivers and helpers, fuel, maintenance, cleanliness, repairs, insurance etc and any other incidental expenses/charges. GST at prevailing rates shall be payable extra. The TDS will be deducted as per provisions of the Income Tax Law. Other taxes, as per applicable rates shall also be deducted from the payment.
- f. This department shall not be responsible for any challan, loss, damage due to any accident of the vehicle or to any other vehicle or for the injury to the driver, helper, and passengers, customs staff/officers travelling in the vehicle on offer or to any third party. The loss or damage or legal expenses on this account shall be borne by the service provider/contractor.
- g. Work discipline should be maintained by staff of the service provider.
- h. The contractor shall not employ any person who has not completed eighteen (18) years of age. The contractor shall comply with all the Laws/act/rules like Minimum wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labor act and other Labor laws/act/rules in force from time to time. In case of violation of any statutory provisions under any stated law or any other law applicable to the contractor, there will not be any liability on the department.
- i. The driver should be trained having valid Commercial Driving License without any adverse records and with clear antecedents. Driver should be conversant with the routes in and around Mumbai as well as of JNCH. Driver should be readily available during working hours and should be provided with Cell phone.
- j. No garage facility will be provided by the department.
- k. The vehicles should conform to the pollution norms prescribed, if any, by the transport department of Govt of Maharashtra. Operation and functions of vehicles and drivers shall be governed by Motor vehicles Act/Motor vehicles rules and these shall be the responsibility of the contractor. The department will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of the agreement period and the department

recognizes no employer-employee relationship between the department and the personnel deployed by the contractor/agency.

- i. The vehicles should be clean and tidy. The interior and exterior of the vehicles should be well maintained and should be cleaned properly on daily basis. In case the condition of the bus is found unsatisfactory after deployment, they shall be replaced immediately.
- m. The buses shall leave from the starting point at 7.30 AM and at 06.05PM from JNCH or as decided by the department. The said service is required for minimum 22 days in a month in addition to day(s) specified by the department.
- n. Service provider / driver of vehicle have to maintain a register of the custom officers/staff utilizing the bus service, on daily basis and get it counter signed by the concerned officer/staff and liaison officer of the bus. Service provider should provide a self certified copy of the same along with the monthly bill and present the register, as and when directed by the P& E, Dept, JNCH. The register should also have the details of the bus route, timing of start and reaching JNCH, vehicle viz. RC No. , Date, Owner name, Insurance validity, PUC validity, seating capacity etc.
- o. After providing satisfactory service for complete month, the service provider shall submit the bill. The payment will be released within a period of 30-60 days from the date of submission of the bill after deducting relevant Penalties/damages/other charges as per provisions of the contract. However, no interest/other charges shall be paid in case of delay in release of payment, for any reason whatsoever.
- p. One month prior notice should be given by the service provider for termination of contract. Discontinuation of service without notice by the service provider will result in forfeiture of security deposit and non-payment of dues.
- q. This office reserves the rights to terminate the contract as well as any particular route, if the necessity arises, without giving any notice/reasons.
- r. The department will have the sole discretion to extend the period of contract beyond one year or terminate the contract prematurely in case of unsatisfactory services.
- s. Service provider should give at least 07 days intimation, incase service provider changes the vehicle on offer. However new vehicle should always have same or better specifications and condition than the vehicle whose detail is provided in the tender.
- t. In case service provider provides substandard vehicle to the class/ specifications/condition of the vehicle detailed in the tender document, or fails to intimate the change of vehicle, a penalty charge of Rs. 10,000/- per day per bus per route In addition to non-payment of that particular day(s) charges, shall be levied.
- u. Service provider should time and again submit documents to the department in case there is any change in vehicle on offer, driver, helper or validation of the documents/ certificates is extended/ revalidated. Originals of these documents should always be available with bus driver, on duty. Failure to do so shall result in levy of penalty charge of Rs. 1,000/- per instance per document.
- v. In case of break down, alternate arrangement has to be provided by the operator immediately maximum within 1 hr. For late deployment of replacement vehicle (after delay of 1 hr or more), a penalty of Rs. 2,000/- per bus per day shall be levied and charged. For no deployment of replacement vehicle, amount of charges for bus hired by buyer from third party and a penalty of Rs. 5,000/- shall be levied and charged, in addition to non-payment of that particular day(s) charges.
- w. Failure to provide buses under any circumstances, amount of charges for bus hired by buyer from third party and a penalty charge of Rs. 5,000/- per day per bus in addition to non-payment of that particular day(s) charges.
- x. Without prejudice to terms and conditions of the tender document, On receipt of complaint from any of the passenger regarding misbehavior, discourtesy, unjustified wastage of time, unsatisfactory condition of the vehicle, and or repeated delay in reaching the reporting point, a penalty of Rs 1500/- shall be levied on the service provider for each such violation. Repeated

complaints about drivers, helper will result in the termination of the contract along with forfeiture of security deposit.

**(IV) FINANCIAL BID:-**

The Bidder should quote the price ( for all the three buses together ) after considering the routes/distance in km for all the three places, which will be inclusive of GST. Further, while quoting the rates, the Bidder should take into consideration the increase/decrease in the prices of fuel during the contractual period and no escalation of prices shall be entertained apart from the contract prices once quoted.

**1. Route-1 ( 20 Seater bus )**

Dadar Via Lloyd Estate, Wadala, Matunga, Antop Hill, Chembur, Vashi to JNCH and back.

**2. Route-2 ( 25 Seater bus )**

Borivali via Goregaon Link Road / Powai / Mankhurd / Vashi to JNCH and back.

**3. Route-3 (12 Seater bus )**

Kalyan via Kalamboli, Panvel to JNCH and back.

**(V) The Commissioner of Customs (G), JNCH, Nhava Sheva reserves the right to accept or reject any or all tenders without assigning any reasons thereof. In case of any dispute of any kind and in any respect whatsoever, the decision of the Commissioner of Customs (G), JNCH shall be final and binding.**



(G L Gupta)

Asst. Commissioner of Customs  
P&E Section, JNCH

Copy To:

1. Notice Board.
2. DC/EDI, JNCH: for uploading on JNCH, CBEC websites