

OFFICE OF THE COMMISSIONER OF CUSTOMS (GENERAL)
JAWAHARLAL NEHRU CUSTOM HOUSE, NHAVA SHEVA
TAL-URAN, DISTT. – RAIGAD, MAHARASHTRA-400707, TEL: 022-27241816

F. No. S/43- 363/2015-16 MTO JNCH

Date: 04.07.2017

E-TENDER NOTICE

**NOTICE FOR INVITING E- TENDER FOR HIRING OF VEHICLES FOR ONE
YEAR IN THE OFFICE OF THE COMMISSIONER OF CUSTOMS(G), JNCH,
NHAVA SHEVA**

The Commissioner of Customs (G), Jawaharlal Nehru Custom House, Nhava Sheva, Tal.-Uran, Distt.-Raigad, Maharashtra-400 707, for and on behalf of President of India invites e-tender under two bid system for hiring of Three (03) vehicles along with drivers on a monthly hire basis till 31.03.2018.

The detailed terms and conditions is enclosed as **Annexure – “A”** to this tender notice. In case of any query, you may contact the Assistant Commissioner of Customs, Preventive (G) II, having office at 4TH floor, Jawaharlal Nehru Custom House, Nhava-Sheva, Tel: 022-27241816 on any working day during office hours on or before 18.07.2017. The tender details can be downloaded from the official website of the department <http://jawaharcustoms.gov.in> and <http://cbec.gov.in>. The same is also available on Central Public Procurement Portal <http://eprocure.gov.in>.

E-tendering Process:

The tender is invited in two covers i.e. 1) Technical bid/Qualifying bid and 2) Financial bid. The e-tender form for technical bid and financial bid as prescribed in Annexure-B and item rate BOQ xls sheet respectively, duly completed in all respect shall be submitted online on www.eprocure.gov.in on or before 18.07.2017(1800 hrs) in separate files addressed to the Assistant Commissioner of Customs, P/(G) II, JNCH, Nhava Sheva. The Technical/Qualifying bid shall be opened by the e-tender Committee on the scheduled date.

Submission of bids:

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

Earnest Money Deposit:

Earnest Money Deposit (EMD) in the form of demand draft/Pay Order of requisite amount of Nationalized Bank in favour of “RBI A/c Commissioner of Customs (G), JNCH, Nhava Sheva” in original should reach this office along with bid documents in sealed envelope prior to the end date of the submission of the tender.

The interested bidders may submit all relevant documents duly signed and stamped, in a sealed cover super scribed on the envelopes “**Tender For hiring vehicles**” addressed to the Assistant Commissioner of Customs (Preventive General) II, 4th Floor, Jawaharlal Nehru Custom House, NhavaSheva Tal. – Uran, Distt. – Raigad, Maharashtra- 400707 prior to the end date of the submission of the e-tender. The parties who wish to be present at the time of opening of e-Tender/e-Quotation, may represent themselves or authorize their representatives with an authority letter. Vehicles offered for services may also be required to be shown to find out condition thereof after opening of Technical bid. The financial bids of only those bidders shall be opened whose technical bids are qualified. The format of the “Technical Bid” is enclosed as **Annexure “B”**. The said format is available on the official website of the department <http://jawaharcustoms.gov.in> & <http://cbec.gov.in>. The same is also available on Central Public Procurement Portal <http://eprocure.gov.in>.

The interested bidders/vehicle providers who comply with the terms & conditions of this tender notice may submit their bids under two bid systems for the subject service on CPP portal ([www. Eprocure.gov.in](http://www.eprocure.gov.in)), which will be e-processed by the department. The schedule of the subject e-tender is mentioned above.

The Commissioner of Customs (General), Jawaharlal Nehru Custom House, 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), Nhava Sheva shall be final and binding.

Sd/-

(DINBANDHU DIWAKAR)
Dy. Commissioner of Customs Prev. (G) II
JNCH

Encl.: Annex.-A & B

Copy To:

1. Notice Board JNCH for wide publicity.
2. Superintendent, EDI, JNCH with a request to upload the tender details on the website www.jawaharcustoms.gov.in

ANNEXURE – “A”

ELIGIBILITY CRITERIA:

1. The bidders should be having adequate experience atleast one (01) year in this field. He should provide experience certificate or contract letters of the Corporate and/or Government/Semi Govt. Organizations of at least 01 year.
2. He should be registered under Service Tax & having a valid PAN.
3. The tender shall be enclosed by EMD of Rs.10, 000/- only of a nationalized bank in the form of demand draft/pay order drawn in favour of 'RBI A/c Commissioner of Customs (G), Nhava Sheva'. Tender without EMD will not be processed further. The EMD of successful bidder will be converted into Security Deposit. EMD of unsuccessful bidders will be returned as early as possible.
4. The vehicle/vehicles should be in very good condition and not beyond 2016 model. However, preference will be accorded to the bidders deploying new/latest vehicle.

TERMS AND CONDITIONS:

1. The monthly charges payable shall be all inclusive i.e. salary of driver, fuel, maintenance, cleanliness, repairs, insurance, service tax etc. and any other incidental expenses.
2. Type of the vehicles required to be supplied:

Sr. No.	Make/Model of the Vehicle	No. of vehicles required	Terms of use/ Condition
1.	Toyota Innova/Mahindra Xylo/Mahindra Scorpio	One(01)	1) 25 days a month@12 Hrs per day, maximum of 3000 Kms (including Saturday, Sunday and any other holidays).
2.	Toyota Innova/Mahindra Xylo/Mahindra Scorpio	One(01)	1) 25 days a month @12 Hrs per day, maximum of 3000 Kms (including Saturday, Sunday and any other holidays).
3.	Toyota Innova/Mahindra Xylo/Mahindra Scorpio	One(01)	1) 25 days a month @12 Hrs per day, maximum of 3000 Kms (including Saturday, Sunday and any other holidays).

3. The contract for the above vehicles shall be valid for the year 2017-2018 till 31.03.2018 from date of signing of the contract, subject to clause (26) of these terms & conditions.
4. This bid can be submitted for one vehicle or more.
5. The service provider should have sufficient numbers of the vehicles and drivers with them. In case of break-down of vehicle or non-availability of driver at any time, the Service Provider shall provide substitute vehicle/ driver or as the case may be.
6. The vehicles to be hired should not be older than 2016 model and shall be in proper running condition. The vehicles should be kept in neat, clean and in perfect running condition with clean interiors and proper upholstery. The vehicle should not have had any accident history.
7. The service provider 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 break-down of vehicle/non-availability of driver.
8. In case the condition of the vehicles is not found to be satisfactory, they shall be returned for immediate replacement. In case no replacement is provided on time, the Commissioner of Customs (General), Nhava Sheva, to whom the vehicle has been provided, would have a right to hire a vehicle from the market and the additional cost incurred by the Commissioner of Customs (General), Nhava Sheva will be borne by the service provider.
9. The driver should be having Transport License, with a minimum of 02 years' experience and their antecedents should be duly verified by Police authorities, at the instance of the service provider. The driver of the vehicle provided must follow traffic rules and all other regulations prescribed by the Govt. from time-to-time. The driver shall observe all the etiquettes and protocol while performing his duty & shall be neatly dressed in proper uniform.
10. The drivers employed along with the vehicle should satisfy the following conditions:
 - i) Drivers should have minimum 02 years of experience of driving. They should have vehicle Transport Licenses for driving passenger vehicles on hire.
 - ii) Driver should wear the prescribed uniform i.e. Light blue shirt with navy blue trousers and black shoes.
 - iii) Drivers should be well versed with the roads and the places in Mumbai City and should have experience in city driving.
 - iv) Once a driver has been allotted to a particular vehicle, he should remain with the same vehicle for a period of at least one year. Any change in the designated driver should be intimated to the concerned officer 24 hours before such change is effected.
 - v) Driver should be provided with a mobile phone.
 - vi) Driver should be decent and well behaved and should not have any criminal cases against him and should not have any past history of accidents.
 - vii) Car should be kept clean and odor free, and suitable for official use.

11. In case of vehicle breakdown, a substitute vehicle shall be provided by the service provider immediately. In case vehicle does not report within a reasonable time or does not report at all, the Department would have the right to hire a vehicle from the market and the additional cost incurred by the Department will be borne by the Contractor. In case, neither a substitute vehicle is provided nor a vehicle is hired by the Department, proportionate contract charges are liable to be deducted from the contract charges payable.
12. The vehicle should be registered with the concerned authority of Central/State Govt. The agency/firm should have adequate number of telephones of contact round the clock.
13. The Commissioner of Customs (General), Nhava Sheva reserves the right to reject all or any of the offers without assigning any reason thereof and the decision of this office shall be final and binding.
14. The billing will be done on monthly basis to the Commissioner of Customs (General), JNCH to whom the vehicle has been hired and the bills will be submitted in triplicate by the 10th of the succeeding month along-with copy of the ECS mandate form duly certified by the Bank.
15. A daily record indicating time and mileage for each vehicle shall be maintained by the driver in a log book in format as per the Government's instructions. The log book shall be submitted to the MTO in the office of the Commissioner of Customs (General), Nhava Sheva, regularly for scrutiny in respect of the vehicles. The time and mileage shall be taken into account from the reporting point.
16. Financial bids of only those service providers would be opened, who have qualified in respect of the technical bids.
17. Once the hiring of vehicles commences from a particular service provider, the vehicles and the drivers should not be changed unless so requested by the Commissioners of Customs (General), Nhava Sheva to whom the vehicle has been hired. The vehicle must be available at any time of the day as desired by the Commissioners of Customs (General), Nhava Sheva.
18. On awarding of the contract, the service provider has to furnish to the Commissioner of Customs (General), Nhava Sheva. The certified copies of RC books in respect of the vehicles hired to them.
19. The Commissioner of Customs (General), Nhava Sheva, shall be liable to pay the hiring charges only in respect of the Vehicles hired. Any other charges, including monthly charges of driver, repair and maintenance of vehicle, insurance, petrol/diesel, oil and any other incidental expenses shall be borne by service provider.
20. They should provide their Service Tax Registration Certificate number/receipts for payments of service tax for last two years, PAN card and Shop & Establishment License. He should also submit CA certificate and/or audited copies of Balance sheet and profit & loss account for the past three years.
21. A penalty of Rs.500/- per day per vehicle may be levied if any vehicle or driver or service provider fails to meet above terms & conditions on any day.

22. In case of an accident, any and all the claims and damages arising there from shall be met by the service provider. 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 or in executing the work or otherwise and against all claims and demand thereof.
23. The service provider will comply with the Labour Laws in force and all liabilities in this connection will be theirs.
24. 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 hire period. The Department recognizes no employer-employee relationship between the Department and the personnel deployed by the service provider. The Department shall not be responsible financially or otherwise for any injury to the vehicle or driver or person deployed by the service provider during the course of hire.
25. The contract between the Commissioner of Customs (General), Nhava Sheva and the service provider can be cancelled after a prior notice of one month from either side, in the event of poor service or violation of any of the conditions stipulated.
26. Any matter during the period of this agreement, which has not been specifically covered by this agreement, shall be decided by the Commissioner of Customs (General), Nhava Sheva, whose decision shall be final and conclusive.
27. No additional terms & conditions over and above the conditions stipulated above shall be entertained by the Commissioner of Customs (General), Nhava Sheva, Mumbai.
28. In case of any dispute of any kind and in any respect whatsoever, the decision of the Commissioner of Customs (General), Nhava Sheva, shall be final and binding.
29. Technical bid shall not mention any financial matters such as amount quoted per month etc. upon observance of any such mention in the Technical Bid, the tender will be summarily rejected.
30. This office reserves the right to accept or reject any tender, even the lowest one, without assigning any reason thereof. Further, this office reserves the right to scrap the entire tender process at any stage without assigning any reasons thereof.

ANNEXURE “B”

TECHNICAL BID

1. Name, address & telephone number of the service provider :
2. Name and address of the Proprietor / Partner / Director:

QUALIFYING CRITERIA FOR TECHNICAL BID:

1. We own vehicles :YES/NO
2. The vehicles are registered as commercial vehicle :YES/NO
3. We have attached copy of RC book offered in this Tender :YES/NO
4. We have valid Service Tax registration :YES/NO
5. We have attached copy of Service Tax registration certificate :YES/NO
6. We have valid PAN :YES/NO
7. We have attached copy of PAN :YES/NO
8. Shop & establishment Number :
9. We have attached copy of shop & establishment no. :YES/NO
10. Annual turnover of previous three financial year details :
(Along with copy of profit & loss a/c, balance- sheet,
Audit- report and Income tax return for last three years should be attached)

ADDITIONAL EVALUATION CRITERIA:

11. Total number of commercially registered vehicles owned :
12. In 2015-16 whether provided vehicles on hire for over six months
to the Central Government /State Government/Public Sector Office : YES/NO
13. If reply to (11) above is yes, then provide names of the offices :
14. Any employee of the O/o the Pr. Commissioner of Customs(G) on your
Board or shareholder in contractor’s entity
(If yes, please provide details) : YES/NO
15. Have your firm/company black listed at any time in past by any
Organization? : YES/NO
16. Have your any director/partner/entrepreneur
convicted under any law? : YES/NO

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

Date:

Place: