



सीमाशुल्क आयुक्त का कार्यालय (II)
OFFICE OF THE COMMISSIONER OF CUSTOMS (II)

(विमानपत्तन विशेष माल आयुक्तालय) (AIRPORT SPECIAL CARGO COMMISSIONERATE)
प्रशासन, 5वीं मंजिल, आवास कॉर्पोरेट प्वाइंट, (ADMIN., 5th Floor, AVAS CORPORATE POINT,)
मकवाना लेन, अंधेरी-कुर्ला रोड, अंधेरी (पू), मुम्बई - 400 059
MAKWANA LANE, ANDHERI-KURLA ROAD, ANDHERI (E), MUMBAI - 400 059

फ़ा सं: Air SCC/05-03/2015-16 CHS (MTO) Pt.I

दिनांक: .12.2018

TENDER NOTICE

Sealed quotations are invited from reputed service providers for the hiring of **01 AC** (Mid-Size Vehicle like Nissan Sunny, Maruti Ciaz, Maruti Ertiga or its equivalent) not older than 3 years, to be used by **The Commissioner of Customs, Airport Special Cargo Commissionerate, Mumbai Customs Zone-III, Mumbai** for the period 01.02.2019 to 31.01.2020. Interested parties are to submit their bids as per two bid system i.e. technical bid and financial bid separately in two different sealed envelopes. These envelopes shall be super-scribed as "**Technical Bid**" and "**Financial Bid**" put inside a bigger sealed envelope which shall be super-scribed with the words, "**Tender for Hiring of Vehicles**" and addressed to The Assistant Commissioner of Customs (CHS/MTO), Office of the Commissioner of Customs (II), APSC, Mumbai-400059.

The said sealed envelope can be deposited up to 05.00 p.m. on or before 03.01.2019 in the sealed tender box kept for this purpose at the following address:

**The Assistant Commissioner of Customs,
CHS Section, 5th Floor, AWAS Corporate Point,
Makwana Lane, Andheri-Kurla Road, Marol, Andheri (E) - 400 059**

The said sealed tender box and sealed envelopes therein shall be opened by the Tender Committee consisting of three officer members appointed by the Commissioner of Customs, APSC, Mumbai-III to witness the opening of the sealed tender on 04.01.2019 at 3.00 p.m. The applicants who wish to be present at the time of opening of the tenders may remain present themselves or authorize their representative with an authority letter for the said purpose. The Financial Bids of only those shall be opened whose Technical Bids are qualified. The formats of the technical bid (Annexure-I & Annexure-A) and financial bid (Annexure-B) are enclosed.

2. Terms and Conditions:

While quoting, every service provider who wishes to participate in tendering should note below terms and conditions:

- i. Any person who is in government service or an employee of the department cannot be a partner, directly or indirectly, with the services provider.

- ii. One mid-size AC Car like Nissan Sunny, Maruti Ciaz, Maruti Ertiga or its equivalent, relatively new (not older than three years) and in good running condition is required. The vehicle should be properly and comprehensively insured and should have commercial registration as per the Motor Vehicle Act, 1988 including pollution clearance certificate.
- iii. The Ceiling Rate for the said type of vehicle, excluding GST only, is Rs. 40,000/- (Rupees Forty Thousand) per vehicle per month.
- iv. Service providers owning and/or being in possession of the requisite number of vehicle on the date of submission of tender are only eligible to submit their quotation.
- v. The hiring of vehicle shall be for the period from 01.02.2019 to 31.01.2020. The hiring period is extendable further for one more year at the same rate and terms/conditions subject to availability of funds and satisfactory performance/service by the service provider.
- vi. The vehicle provided should comply with laws in force in India.
- vii. The vehicle will be required for a minimum of 12 hours per day and 30/31 days every month subject to maximum of 2500 kms per month. If the specified kilometers of 2500 remain unutilized in a month, the same shall be carried forward to the next months on first in first out basis.
- viii. Zero based mileage i.e. mileage starting and ending at/from duty or drop off location shall be adopted for the purposes of calculating the kilometres.
- ix. The vehicle can be called at any time for official purpose. The service provider must have a 24 hour working telephone system so that the service provider can be contacted at short notice, at any hour and on holidays in case of requirement of car.
- x. In the event of hired vehicle is not in proper condition or unavailable due to reasons like breakdown, servicing, maintenance, repair etc., the service provider should ensure that a replacement vehicle in good condition is provided immediately. In case the service provider fails to provide replacement vehicle, the Department will be at liberty to hire other vehicle and the cost incurred on account of such hiring shall be at the expense of the service provider. Further, the payment of that particular day will be deducted from his monthly bill and it may also be considered as deficiency in his service.
- xi. Service provider should not keep changing vehicles. However, if changing of vehicle is unavoidable then the service provider should intimate the Department with proper justification for the change.

- xii. The driver should be well trained. The driver should be respectful and observe all etiquettes and protocols while performing his duties. The driver should have valid driving license and act to comply with laws in force. Driver should be experienced and well-aware of the routes and locations of entire Mumbai and its suburban areas. Driver should be equipped with functional mobile phone at his cost or at the cost of service provider so that he can be easily contacted.

Service provider should not keep changing the driver. In case the driver is changed in less than 3 months without proper justification, department may impose penalty on the service provider.

- xiii. The service provider has to comply with labour laws in force. All liabilities in this connection will be on the service provider.
- xiv. Driver/service provider shall maintain log-book with vehicle indicating the day to day running mileage.
- xv. Once hired, the vehicles should not be used for other purposes. Both the vehicle and driver would be under the overall supervision of the department.
- xvi. The department reserves the right to penalize the service provider for delay and/or unavailability of vehicle on time, misbehavior of driver.
- xvii. The billing will be done on monthly basis and bills to be submitted in triplicate by the 5th of the succeeding month. Department shall not make any advance payments and payment shall be made only on the basis of monthly bills submitted every month.
- xviii. GST will be paid to the service provider as per actual tax paid. GST will not be reimbursed, if the service provider fails to produce proof of payment of tax.

TDS in respect of GST applicable under CGST Act, 2017 shall be deducted from the payment of each bill at the rate prescribed by GST Authorities.

- xix. The service provider should pay driver's salary by 10th of every month. In case payment is delayed, Department may penalise the service provider.
- xx. The service provider would be responsible for maintenance and up-keep of the said vehicle on his own account and no extra charge whatsoever will be paid by the department.
- xxi. The department will not be under any obligation, legal or otherwise, to provide 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 contract period.

In case of any accident, any and all the claims and damages arising there from shall be met by the service provider.

- xxii. The service provider shall undertake to indemnify the department against all damage/charges arising on account of or connected with the negligence of the service provider or his staff or any 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.
- xxiii. In case any negligence regarding service by the contracted agency is noticed, the Assistant Commissioner may terminate the contract agreement after giving 7 (seven) days' notice. The service provider should intimate the office 45 (forty five) days before withdrawal of vehicle in writing.
- xxiv. The Commissioner of Customs, Airport Special Cargo Commissionerate, Mumbai Customs Zone-III, Mumbai 400059 reserves the right to require fulfillment of other conditions, not expressly mentioned, which are consistent with the use of vehicle, and to reject any or all tenders without assigning any reason thereof.
- xxv. In case of any dispute, the decision of the Commissioner of Customs, Airport Special Cargo Commissionerate, Mumbai Customs Zone-III, Mumbai 400059 shall be final and binding.
- xxvi. The service provider shall provide certified copies of the details of vehicle viz. RC Book, Comprehensive Insurance Policies, PUC as well as details of driver viz. Photo Id (Aadhar Card/Voter-Id Card), driving license and residential address.
- xxvii. Earnest money Rs.20,000/- (Rupees Twenty Thousand Only) in the form of Account payee Demand Draft in favor of the Commissioner of Customs, Airport Special Cargo Commissionerate, Mumbai Customs Zone-III, Mumbai, should be deposited with the quotation and the service provider should write clearly in the quotation that EMD has been enclosed. The quotation received without EMD will be rejected.

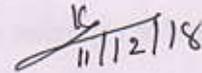
The aforesaid EMD shall not bear any interest and shall be refunded in case of unsuccessful bids. In case of successful bid, it would be refunded after receiving of Performance Deposit and the signing of Agreement.

- xxviii. The selected service provider should furnish Performance Security to the Department, which should be equal to 5% of the principle amount of the contract in the form of Bank Guarantee or Fixed Deposit from a Nationalized Bank before or at the time of signing of contract agreement. It shall be the responsibility of the vendor to keep this Bank Guarantee/Fixed Deposit valid until all the obligations on the service provider under the contract are discharged to the mutual consent of the department and service provider.

The Performance Security should remain valid for a period of 60 days (sixty days) beyond the date of completion of all contractual obligations of the suppliers including warranty obligation.

- xxix. Once the tender is rewarded after due process, the Agreement should be made on stamp paper of Rs. 100/-. The cost of stamp paper would be borne by the selected service provider.
- xxx. No additional terms and conditions from the tenderer over and above shall be entertained by the office.
- xxxi. The service provider should give an undertaking that:
- He/She and his/her firm/company/proprietorship has not been black-listed by any of the Govt. Organization/Department on or before the date of submission of the Tender.
 - He/She and his/her firm/company/proprietorship has read and understood the terms and conditions of the tender. He should sign the terms and conditions. The quotations, which are not accompanied by the requisite documents shall be outrightly rejected.
- xxxii. The Addl./Jt. Commissioner of Customs, APSC, Mumbai-III reserves the right to terminate the accepted tender during the period of the contract without giving any reason and without consulting the tenderer. The tenderer have no right to demand any compensation in this respect.

This issues with the approval of Jt. Commissioner of Customs, APSC, Mumbai-III.



(K.D. Gohel)

Asst. Commissioner of Customs
CHS/MTO, APSC, Mumbai, Zone-III.

Copy to:

1. Copy to EDI for uploading on APSC website.
2. Copy to EDI (Import), ACC, Mumbai-III for uploading on ACC website and CBIC website.
3. Notice Board
4. Office copy

ANNEXURE-I

DECLARATION

(To be submitted with the Technical Bid (Annexure A))

1. I, _____, son/daughter/wife of _____
Proprietor/ Director/ Authorized Signatory of the (Agency/Firm) _____
_____ am competent to sign this declaration and execute
this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them.
3. I declare that that my firm/company/proprietorship has not been black-listed by
any of the Govt. Organization/Department on or before the date of submission of
this Tender.
4. The information/ documents furnished along-with the application (tender) are true
and authentic to the best of my knowledge and belief. I/We am/ are well aware of the
fact that furnishing of any false/ misleading information/ fabricated document would
lead to rejection of my tender at any stage.

Date:

Place:

Signature
Name of Authorised Signatory
Seal/Stamp

ANNEXURE 'A'

TECHNICAL BID

1. Name, address and telephone/mobile no. of bidder:
2. Name, address and telephone/mobile no. of Proprietor/Partner/Director:
3. Qualifying criteria for technical bid:
 - i. We can provide one commercially registered car Yes/No
 - ii. We have attached photocopy of RC Book of such car Yes/No
 - iii. We have valid GST registration and attached self-certified copy of it Yes/No
 - iv. We have valid PAN and attached self-certified copy of it Yes/No
4. Additional evaluation criteria:
 - i. Total number of commercially registered cars owned:
(Please state the numbers opposite)
 - ii. In 2018-19, whether provided cars on hire for over 6 months
to any Central/State Government/Public Sector offices? Yes/No
If yes, then provide the names of offices:

Date:

Place:

Signature
Name of Authorised Signatory
Seal/Stamp

ANNEXURE 'B'

FINANCIAL BID

1. Name, address and telephone/mobile no. of bidder:
2. Name , address and telephone/mobile no. of Proprietor/Partner/Director:
3. Vehicle Details:
4. Rate of Hiring Charges (excluding of GST only):

Category of Vehicle	Rate in Rs. per month (excluding GST only)	Extra Km. Charge in Rs.
One AC Mid-size Vehicle Nissan Sunny, Maruti Ciaz, Maruti Ertiga or its equivalent. (ceiling rate Rs. 40,000/- per month (excluding GST only))		

Date:

Place:

Signature
Name of Authorised Signatory
Seal/Stamp