

OFFICE OF THE PRINCIPAL COMMISSIONER (AUTHORISED REPRESENTATIVE)
CUSTOMS, EXCISE AND SERVICE TAX APPELLATE TRIBUNAL, MUMBAI.
1ST FLOOR, JAI CENTRE, POONA STREET, P. D'MELLO ROAD, MASJID (EAST),
MUMBAI – 400 009.

F.No. Commr(AR)CESTAT/Misc-390/2017/Vol II

Date: 11.02.2020

E-TENDER NOTICE

The Principal Commissioner (Authorized Representative), Customs, Excise & Service Tax Appellate Tribunal, (CESTAT), Mumbai, Maharashtra-400 009, for and on behalf of President of India invites E-tenders **UNDER TWO BID SYSTEMS** for the hiring of 03 (three) Staff Cars & 05 (Five) Operational Vehicles (New/Less than three years old in excellent working condition) with driver in uniform on a monthly hiring basis for the period of one year, starting from the date of awarding of the contract.

Critical Date Sheet:

Date of Publishing of the tender on CPP Portal	11.02.2020 (18 00 hrs)
Bid/Tender document download start date	11.02.2020 (18 00 hrs)
Last date of submission of bid/tender	26.02.2020 (18 00 hrs)
Date of opening of technical bid/tender	27.02.2020 (15 30 hrs)
Date of opening of Financial bid/tender	28.02.2020 (15 30 hrs)

The last date of submission of online Technical & Financial Bids is 26.02.2020 till 18.00 Hrs. The technical/qualifying bids will be opened on 27.02.2020 at 03.30 p.m. and after completion / finalization of Technical Bids qualifying process, the financial bids will be opened on 28.02.2020 at 03.30 p.m.

The requirement of vehicles is as per the schedule given below:

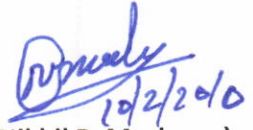
SR. NO.	TYPE OF VEHICLES	NO. OF VEHICLES	CATEGORY/TERMS OF USE
1.	Premium Sedan (Maruti Suzuki Ciaz, Hyundai Verna, Honda City etc.)	03	30-31 days a month @ 12 hrs per day (Day/Night) Maximum of 2500 kms. On a monthly basis (reckoned from place of reporting to place of release including Sundays & other holidays). The maximum cost ceiling per month is Rs.50,000/- exclusive of G.S.T.
2	Mid-sized vehicle & SUV/MUV (Maruti Ertiga, XUV 300, Mahindra Scorpio etc.)	05	25-26 days a month @ 12 hrs per day (Day/Night) Maximum of 2000 kms. On a monthly basis(reckoned from place of reporting to place of release including Sundays & other holidays). The maximum cost ceiling per month is Rs.50,000/- exclusive of G.S.T.

The detailed terms and conditions and other details including the Proforma in which the application is to be made, is enclosed as Annexure - A, B & C and is available on the official website of the Department <http://www.mumbaicustomszone1.gov.in/>, <http://www.cbic.gov.in> & Central Public Procurement Portal <http://eprocure.gov.in>.

Enquiry/details regarding the work, terms and conditions if any, can be obtained from the Superintendent (Admin), 1st Floor, 34, Jai Centre, P.D. Mello Road, Masjid (E), Mumbai -09 on any working day during office hours on or before 26.02.2020.

The interested bidders may submit their documents of technical bids and financial bids in the prescribed Proforma duly signed and stamped on E-procurement Portal, in the name of Assistant Commissioner (AR), Customs, Excise & Service Tax (CESTAT), 1st Floor, 34, Jai Centre, 37, P.D. Mello Road, Masjid (E), Mumbai – 09 on or before 26.02.2020 at 18:00 Hrs.

The tenders/quotations received unsigned/incomplete and/or filed after the said due date shall be summarily rejected. The bidders who wish to be present at the time of opening of Tender/Quotation may represent themselves or authorize their representatives with an authority letter. The Office of the Principal Commissioner (AR), CESTAT, Mumbai reserves the right to accept or reject any or all tenders/quotations without assigning any reasons therein.



(Nikhil P. Meshram)

ADDITIONAL COMMISSIONER (AR),
CESTAT, WZB, Mumbai

Encl.: Annexure – A, B & C.

Copy to:

1. Notice Board.

ANNEXURE - A

Eligibility Criteria: -

1. The tenders shall enclose an EMD amount of Rs. 10,000/- per vehicle from Nationalized Bank/Scheduled Bank in the form of Account Payee Demand Draft/Fixed Deposit Receipts/Banker's Cheques or Bank Guarantee drawn in favour of 'RBI A/c Principal Commissioner of Customs (G)'. Tender without EMD will not be processed further. The EMD must be sent to the address:- The Assistant Commissioner (AR), CESTAT, Mumbai -09 on or before the last date of submission of bids. The EMD of unsuccessful bidders will be returned as early as possible. If the party fails to provide vehicles within a stipulated time, the Demand Draft/Bank Guarantee will be forfeited and the contract will be awarded to the next successful bidder who has quoted the next lower bid.
2. On acceptance of bid, the service provider will have to submit performance guarantee of an amount equivalent to 5% of the value of the entire period of the contract in the form of Bank Guarantee from a nationalized Bank drawn in favour of 'RBI A/c Commissioner of Customs (G)'. The EMD will be returned to successful bidder after producing Bank Guarantee.
3. The bidder should be duly registered with concerned Central/State Govt. authorities and should be well established Service Provider (Private Taxi Agency/Firm) (herein after referred to as the agency/firm) preferably having experience to provide vehicles to Central/State Government or PSUs to which they have extended similar services in past two years.
4. The firm should have own sufficient number of latest models of vehicles for hiring and a list of vehicles owned by the vendor and the details of the vehicles to be provided to this office should be mentioned in the bid. The Firm should also have a minimum turnover of Rs. 10,00,000/- (Rupees Twenty Lakhs) per annum in the last three years.
5. He should possess a Shop & Establishment Certificate, G.S.T. and Income-tax Registration Certificate & PAN Card.
6. The vehicles to be provided should be in excellent working condition and new/less than three years old as on date of submission of tender. Applicant agency/firm should mention the year of Manufacture of the vehicles. The vehicles should be kept neat and clean and in perfect running condition with clean interiors and proper upholstery.
7. Vehicles to be deployed in the office should be registered as 'Commercial Vehicle'.
8. Vehicles shall be deemed to be at the disposal of the O/o the Principal Commissioner (AR), CESTAT, Mumbai and the billing for kilometres and hours shall be counted from reporting place to relieving place.
9. Vehicles to be deployed will not be used for any other commercial/personal purpose or any other purpose by the service provider after completing regular duties.
10. The firm should have adequate number of cars to be provided and a backup of minimum of 6 cars should also be ensured by the firm. The agency/firm shall provide dedicated vehicles. The firm should have adequate number of uniform drivers having experience of driving in Mumbai city/ Maharashtra State 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 a breakdown of vehicle/non-availability of driver. In case of the condition of the vehicle is not found to be satisfactory, they shall be returned for replacement with immediate effect. In case no replacement is provided on time, the Principal Commissioner (AR), CESTAT, Mumbai would have a right to hire a vehicle from the market and the additional cost incurred will be borne by the agency/firm.

11. In case of any expenses incurred by the controlling officer/any representative of the Department for the purpose of fuel/penalty for violation of law by the driver or non compliance of rules/stipulations by the vehicle and driver, they shall be reimbursed by the contractor within 5 (five) days of such payment. Failure to do so shall attract a penalty at the rate of Rs. 500/- per day beginning from the 6th day of such payment.

12. In case of non compliance of above terms and conditions of the contract, penalty may be levied on the basis of the certificate signed by the controlling officer. The penalty for some of the defaulters are as under:

Sr. No.	Nature of Default	Penalty (Rs.)
1.	Late Reporting	100/- per instance
2.	Not Reporting	500/- per instance
3.	Refusal of Duties	500/- per instance
4.	Change in Driver without prior Information	200/- per instance
5.	Provision of Vehicle as other than that as per contract	500/- per day

13. The drivers deployed along with the vehicle should satisfy the following conditions:

- a) Drivers should have minimum three years experience of driving. They should have valid driving licenses for driving passenger vehicles on hire. Copy of the same should be submitted on joining of duty.
- b) Drivers should be well versed with the roads and the places in Mumbai and should have experience in Mumbai city driving.
- c) Once the 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 before 24 hours of such change is affected.
- d) Driver should be provided with a mobile phone with a working contact number wherein GPRS System should be activated in mobile & vehicle.
- e) Drivers should be decent in uniform and well behaved, reasonably educated, having communication skill in local and Hindi/ English and should not have any criminal cases against him and should not have any past history of accidents.
- f) Drivers should not be addicted of any kind of psychotropic substances/ alcohol.

14. Rates once finalized will be valid for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel prices or taxes.

Terms & Conditions:-

1. The bid should be enclosed with the self attested copies of Registration Certificate, Insurance Certificate, PUC and RTO documents of the vehicles intended to be engaged by the bidders. All submitted documents should be self attested.
2. The monthly charges payable shall be all inclusive, i.e. with uniform driver, fuel, maintenance, cleanliness, repairs, insurance etc. and any other incidental expenses but shall be exclusive of Goods & Service Tax.
3. On acceptance of quotation, the copy of the registration certificate of the vehicle and the particulars of drivers shall be submitted to this office.
4. A log book specifying daily reporting and relieving time as well as daily opening and closing meter reading shall be maintained for the vehicle. The bidders shall provide a photo copy of logbook along with the remarks, if any, of the officers/departments to whom the vehicle has been assigned along with the bill.
5. Payment shall be made only on monthly basis and on receipt of the bill after rendering satisfactory service. The payment will be released within a period of 30 - 45 days from the date of submission of bill.
6. The Service provider shall submit CA Certificate and/or audited copies of Balance Sheet and Profit & Loss Account for the last three years.

7. One month prior notice should be given by the service provider for termination of contract & discontinuation of service by the service provider will result in forfeiture of security deposit.
8. This office reserves the rights to terminate the contract after giving one month's notice.
9. 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 or to any third party. The loss or damage or legal expenses on this account shall be borne by the service provider/contractor.
10. Work discipline and etiquettes should be maintained by staff of the Service Provider.
11. On receipt of complaint from the user regarding misbehaviour, discourtesy, wastage of time in finding out the route to any destination, unsatisfactory condition of the vehicle, and/or repeated delay in reaching the reporting point, a penalty of Rs. 1000/- shall be levied on the service provider. Repeated complaints of the driver will result in the termination of the contract.
12. In case if any vehicle is utilized less than the mentioned kms in Table-I by respective vehicle in a month, balance Kms shall be carried forward for next three months and will be adjusted against extra mileage of the same vehicle or any other vehicle hired from the same vendor.
13. No garage facility will be provided by the department and it will not responsible for the parking place.
14. The department will have the sole discretion to extend the period of contract beyond contract period or terminate the contract prematurely wholly or partially.
15. 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 documents, the Tender will be summarily rejected.
16. The Financial Bid will be opened only if the Technical Bid is found to be satisfactory and complying all terms and conditions.
17. The contract will be awarded to the lowest bidder subject to the fulfilment of all the terms & conditions given in this notice and physical inspection of the vehicle intended to deploy.
18. This office reserves the right to accept or reject any tender, even the lowest one, without assigning any reasons thereof. Further, this office reserves the right to scrap the entire tender process at any stage without assigning any reasons thereof.
19. The liability of the Pr. Commissioner (AR), CESTAT, Mumbai will be limited to the hiring charges agreed in the contract.
20. In any matter during the period of this contract, which has not been specifically covered by this contract, the decision of the Pr. Commissioner of Customs (G), NCH, Mumbai will be final.
21. No additional terms & Conditions except stipulated above will be entertained by the Pr. Commissioner (AR), CESTAT, Mumbai.
22. In case of dispute of any kind and in respect whosoever, the decision of the Pr. Commissioner (AR), CESTAT, Mumbai shall be final and binding to all.
23. The Pr. Commissioner (AR), CESTAT, Mumbai reserves the right to amend, rectify, alter or relax any conditions, referred above for this tender, without assigning any reasons.

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ANNEXURE – B

**TECHNICAL BID FORM FOR TENDER OF HIRING OF VEHICLES FOR THE OFFICE OF THE PRINCIPAL
COMMISSIONER (AR), CESTAT, MUMBAI-400 009.**

1.	Name, address & telephone no. of the service provider	
2.	Name and address of the Proprietor/Partner/Director	
<u>QUALIFYING CRITERIA FOR TECHNICAL BID</u>		
1.	Bidder have minimum of 05 private commercial vehicles registered in their names or in the name of their registered firm.	Yes/No
2.	Total No. of vehicles available with Service Provider together with make/Model	Yes/No
3.	Copy of RC Book attached	Yes/No
4.	Vehicles to be provided by the contractor have comprehensive insurance to cover all risks as per the Motor Vehicle Act and relevant rules and regulations of the State Government and Central Government.	Yes/No
5.	Valid Goods & Service Tax Registration	Yes/No
6.	Attached copy of PAN	Yes/No
7.	Bombay Shop & Establishment Certificate Number	Yes/No
8.	Details of annual turnover of previous three Financial years (along with copy of profit & loss a/c, balance sheet, Audit report and Income Tax Returns for last three years.)	Yes/No
9.	A list containing details of the cars at their disposal and the places where these are deputed for the last two years	Yes/No
10.	Any employee of the O/o Pr. Commissioner (AR), CESTAT, Mumbai on your Board or share holder in contractor's entity. (If yes, please provide details)	Yes/No
11.	Has any director/partner/entrepreneur of the service provider convicted under any law. (If yes, please provide details)	Yes/No
12.	Has firm/company black listed at any time in past by any organisation. (If yes, please provide details)	Yes/No
13.	Any other information, contractor may like to furnish (may be furnished in separate enclosure)	Yes/No

DECLARATION

I/we hereby certify that information furnished above is true and correct 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 hereby confirm that I am authorized to sign the Tender Document.

Signature
Name of the authorised signatory
Seal/Stamp

ANNEXURE – C

**FINANCIAL BID FORM FOR TENDER OF HIRING OF VEHICLES FOR THE OFFICE OF THE PRINCIPAL
COMMISSIONER (AR), CESTAT, MUMBAI-400 009.**

1.	Name, address & telephone no. of the service provider	
2.	Name and address of the Proprietor/Partner/Director	
3.	GST Service Tax Registration Number	
Rate of Car (Exclusive of Service Tax)		
1	Premium Sedan (Maruti Suzuki Ciaz, Hyundai Verna, Honda City etc.)	Name of the vehicle and number of vehicles intended to provide
2	Sedan (Maruti Swift Dezire, Hyundai Xcent, Toyota Etios etc.)	Name of the vehicle and number of vehicles intended to provide
	Rate in Rs. per month (per Vehicle)	
	Extra Km. Charge (per Vehicle)	
	Extra hour charge (per Vehicle)	

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them and all it is included in cost.

Signature
Name of the authorised signatory
Seal/Stamp