



**OFFICE OF THE ADDITIONAL COMMISSIONER OF CUSTOMS (PREVENTIVE),**  
**MARINE & PREVENTIVE WING: MUMBAI**  
**2<sup>ND</sup> FLOOR, 100, EVEREST HOUSE, MARINES LINES (WEST),**  
**MUMBAI-400 002**

F. No.VIII/CUS/M&P/MTO/01/2017

Dated: 04.10.2018

**E-TENDER NOTICE**

Online e-tenders through end-to-end e-procurement are invited for and on behalf of The Additional/Joint Commissioner of Customs (Preventive), Marine & Preventive Wing, 2<sup>nd</sup> floor, Everest House, 100, Marines Lines(West), Mumbai-400 002, for and on behalf of President of India, for the hiring of **15** vehicles with driver on a monthly hire basis for the period from **01.11.2018 to 30.09.2019**. Submission of the bids will be opened on **24.10.2018** and last date of submission is **23.10.2018 at 15.00 Hrs**. The technical/qualifying bids opening date is **24.10.2018 at 15.00 Hrs**. After completion of technical/qualifying process, financial bids will be opened **on 25.10.2018 at 15.00 hrs**. The bids are invited in a two bid system (Technical and Financial) from eligible and experienced/reputed firms. The concerns fulfilling the requirements as specified under eligibility criteria (Annexure B) of this document shall be eligible to apply.

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

Sr. No.	Name of the Formation Dn./Port/Cirle	Type of vehicles	No. of Vehicles	
1	M & P Hqrs, Marine Lines, Mumbai	Mid Size/SUV Vehicl (Maruti Swift D'zire/Etios/Xcent/Hyundai or any other equivalent vehicle)	11	20-25 days a month @ 12 hrs. Per day, Maximum of 2000 kms (Reckoned from place of reporting to place of release and excluding Sundays and other Holidays)
2	Bandra Circle	Mid size vehicle (Xylo or any other equivalent vehicle)	1	-- do --
2	Versova Cirlice	-- do --	1	-- do --
3	Manori	-- do --	1	-- do --
4	Trombay	-- do --	1	-- do --
<b>Total No. of vehicles</b>			<b>15</b>	

The following documents giving details are enclosed.

1. Eligibility Criteria & Terms & Conditions : Annexure A
2. Technical Bid : Annexure B
3. Financial Bid : Annexure C

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://ccpmumbai.gov.in>, <http://mumbaicustomszone1.gov.in>, <http://www.cbec.gov.in> & Central Public Procurement Portal <http://eprocure.gov.in>.

Contd/...

Enquiry/details regarding the work, terms and conditions if any, can be obtained from MTO, 2<sup>nd</sup> Floor, Everest House, 100, Marine Lines, Mumbai-400002, Ph.- 022-22817126 on any working day during office hours on or before **23.10.2018**.

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 Deputy Commissioner of Customs, **MTO** Section, Marine & Preventive Wing, 2<sup>nd</sup> Floor, Everest House, 100, Marine Lines (West), Mumbai-400002 on or before **23.10.2018 at 15.00 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 Additional Commissioner of Customs (P), Marine & Preventive Wing, Mumbai reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

**Sd/-**

(Rasaal Dwivedi)

Deputy Commissioner of Customs (P),  
MTO, Marine & Preventive Wing,  
Mumbai

**Encl.: Annexure – A, B & C.**

Copy to:

1. Deputy Commissioner(EDI), NCH, Mumbai for uploading the Tender Notice on, Mumbai Customs website.
2. Dy. Commissioner / System Manager, Commissioner of Customs Prev) for uploading the Tender on CPP, Mumbai Website.
3. Dy. Commissioner / System Manager, Customs Zone-III for uploading the Tender on Customs Zone-III Website.
4. System Manager, Central Public Procurement.
5. Notice Board of Everest House and New Customs House.

## ANNEXURE – A

### **Eligibility Criteria: -**

1. The tenders shall be enclosed by EMD 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 (P) Mumbai Zone-III'. The tender without EMD will not be processed further. The EMD must be sent to the address:- The Deputy Commissioner of Customs, MTO, Marine & Preventive Wing, 2<sup>nd</sup> Floor, Everest House, 100, Marine Lines (West), Mumbai-400 002 on or before the last date of submission of bids. The exemption of EMD the Tenderer has to claim exemption well in advance in writing before filing the tender. 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 lower price.
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 Principal Commissioner of Customs (P) Mumbai Zone-III'. 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 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 three 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 Ten Lakhs) per annum in the last three years.
5. He should possess a Shop & Establishment Certificate, GST 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. *If any service provider/agency is willing to give a brand new vehicle than they can submit a booking slip of the new vehicle and in the meantime till the delivery of vehicle, they may provide vehicle of similar make/class make of which should not be older than three years.*
8. Vehicles to be deployed in the office should be registered as 'Commercial Vehicle'.
9. Vehicles shall be deemed to be at the disposal of the Mumbai Customs, Marine & Preventive Wing and the billing for kilometers and hours shall be counted from reporting place to relieving place.
10. The vehicles will be used for Day/Night Patrolling and Anti Smuggling purpose at the various Formations of this Preventing Commissionerate.
11. Vehicles to be deployed will not be used for any other commercial/personal purpose or any other purpose by the service provider.
12. The agency/firm 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 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 Additional/Joint Commissioner (Preventive), Marine & Preventive Wing would have a right to hire a vehicle from the market and the additional cost incurred will be borne by the agency/firm.
13. In case of breakdown of vehicle, a substitute shall be provided by the agency/firm immediately. In case vehicle does not report within reasonable time or does not report at all, Refusal of duties, Change in driver without prior intimation or any other matter this office would have a right to put fine upto Rs. 1,000/-per day per vehicle/hire a vehicle from the market and the additional cost incurred by the office will be borne by the agency/firm and fine amount will be levied and will be deducted in the bill amount on the basis of the certificate signed by the controlling officer Superintendent of Customs (MTO), Marine & Preventive Wing, Mumbai. In case, neither a substitute vehicle is provided nor a vehicle is hired by the office; proportionate contract charges are liable to be deducted from the contract charges payable.

14. 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 6<sup>th</sup> day of such payment.

15. 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:

<b>Sr. No.</b>	<b>Nature of Default</b>	<b>Penalty (Rs.)</b>
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

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

a) Drivers should have minimum five 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 city driving.

c) Once the driver has been allotted to a particular vehicle, he should remain with the same vehicle for the period of one year. Any change in the designated driver in a case 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.

e) Conduct of drivers should be decent and well behaved. He shall ensure continuity of service in any accidental instances/unlawful casualty, the service provider and driver should not have any criminal cases against them and should not have any past history of accidents.

- f) Drivers should not be addicted of any kind of psychotropic substances/alcohol.
- g) Driver should have Police verification report.

**Terms & Conditions:-**

1. The tender will be opened on **25.10.2018** in the O/o the Deputy Commissioner of Customs, MTO Section, Marine & Preventive Wing, having his office at 2<sup>nd</sup> Floor, Everest House, 100, Marine Lines (West), Mumbai – 400002 before the Tender Committee and bidders present, if any. 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. driver, fuel, maintenance, cleanliness, repairs, insurance etc. and any other incidental expenses but shall be exclusive of **GST**.
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. He 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 without assigning any reason after giving Fifteen days 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 bidders.

11. On receipt of complaint from the user regarding misbehavior, 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, for every instance a penalty upto 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 2000 kms 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 fulfillment 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 Additional/Joint Commissioner of Customs (Preventive), Marine & Preventive Wing, 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 Additional/Joint Commissioner of Customs (Preventive), Marine & Preventive Wing, Mumbai will be final.

21. No additional terms & Conditions stipulated above will be entertained by the Additional Commissioner of Customs (Preventive), Marine & Preventive Wing, Mumbai.

22. In case of dispute of any kind and in respect whosoever, the decision of the Additional Commissioner of Customs (Preventive), Marine & Preventive Wing, Mumbai shall be final and binding to all.

23. The Additional/Joint Commissioner of Customs (Preventive), Marine & Preventive Wing, 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  
ADDITIONAL COMMISSIONER OF CUSTOMS (P), MARINE & PREVENTIVE WING.,  
2<sup>ND</sup> FLOOR, EVEREST HOUSE, 100, MARINE LINES (WEST), MUMBAI-400 002.**

1.	Name, address & telephone no. of the service provider	
2.	Name and address of the Proprietor/Partner/Director	
<b><u>QUALIFYING CRITERIA FOR TECHNICAL BID</u></b>		
1.	We own <b>15</b> or more vehicles, likely to engage..... no. of vehicles.	Yes/No
2.	We have attached copy of RC Book offered in the tender	Yes/No
3.	We have valid GST Registration	Yes/No
4.	We have attached copy of GST Registration	Yes/No
5.	Attached copy of PAN	Yes/No
6.	Bombay Shop & Establishment Certificate Number	Yes/No
7.	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
8.	A list containing details of the cars at their disposal and the places where these are deputed for the last two years	Yes/No
9.	Any employee of the O/o Pr. Commissioner of Customs on your Board or share holder in contractor's entity. (If yes, please provide details)	Yes/No
10.	Have your any director/partner/entrepreneur convicted under any law. (If yes, please provide details)	Yes/No
11.	Has your firm/company black listed at any time in past by any organization. (If yes, please provide details)	Yes/No
12.	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 ADDITIONAL COMMISSIONER OF CUSTOMS (P), MARINE & PREVENTIVE WING.,  
2<sup>ND</sup> FLOOR, EVEREST HOUSE, 100, MARINE LINES (WEST), MUMBAI-400 002.**

1.	Name, address & telephone no. of the service provider	
2.	Name and address of the Proprietor/Partner/Director	
3.	GST Registration Number	
Rate of Car (Exclusive of GST)		
1.	<b><u>Middle Segment/SUV</u></b> <b><u>(Maruti Swift D'zire/Etios Hyundai Xcent</u></b> or any other equivalent vehicle) 20-25 days a month @ 12 hrs. per day, Maximum of 2000 kms (Reckoned from place of reporting to place and release and excluding Sundays and other holidays)	Name and quantity 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**

