

 भारत सरकार / Government of India वित्त मंत्रालय / Ministry of Finance राजस्व विभाग / Department of Revenue	 भारत सरकार / Government of India वित्त मंत्रालय / Ministry of Finance राजस्व विभाग / Department of Revenue	 दूरभाष / Telephone: 2561429 फैक्स / Fax : 22561445 ईमेल/Email:pcommr7acc-cuschn@gov.in
<p>प्रधान आयुक्त सीमा शुल्क का कार्यालय (विमानमाल) OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (AIR CARGO) नवीन सीमाशुल्क भवन, विमान माल परिसर, मीनम्बाक्कम, चेन्नई, 600 016 NEW CUSTOM HOUSE, CHENNAI-VII COMMISSIONERATE, AIR CARGO COMPLEX, MEENAMBAKKAM, CHENNAI 600 016</p>		

E-TENDER FOR
PROVIDING HIRING OF VEHICLES
वाहनों को किराये पर लेने के लिए ई-निविदा

**1. VEHICLES SERVICES IN NEW CUSTOM
HOUSE, CHENNAI-600016**




न्यू कस्टम हाउस, चेन्नई-600016 में वाहन सेवाएँ



Tender Reference Number :

Start Date : 07.05.2024

Last Date for Submission : 16.05.2024

 भारत सरकार / Government of India वित्त मंत्रालय / Ministry of Finance राजस्व विभाग / Department of Revenue		 दूरभाष / Telephone: 2561429 फैक्स / Fax : 22561445 ईमेल/Email: pcommr7acc-cuschn@gov.in
प्रधान आयुक्त सीमा शुल्क का कार्यालय (विमानमाल) OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (AIR CARGO) नवीन सीमाशुल्क भवन, विमान माल परिसर, मीनम्बाक्कम, चेन्नई, 600 016 NEW CUSTOM HOUSE, CHENNAI-VII COMMISSIONERATE, AIR CARGO COMPLEX, MEENAMBAKKAM, CHENNAI 600 016		

F. No: II/(39)/VEH/13/2020-CHS

Date: .05.2024

E-TENDER – 01/ 2024

NOTICE INVITING TENDER FOR HIRING OF VEHICLES FROM THE DATE OF AWARDING OF CONTRACT TO 31.03.2025

The office of the Principal Commissioner of Customs, Air Cargo Complex, New Custom House, Meenambakkam, Chennai – 600 016, herein after refer as Department invites offer/bid from the reputed concerns herein after refer as taxi operators/service provider engaged in the business of providing hiring of vehicle services in New Custom House, meenambakkam, Chennai – 600016, for the financial year from 01.06.2024 to 31.03.2025.

1. DOCUMENT DOWNLOAD:

Tender documents may be downloaded from GeM Portal <https://gem.gov.in> as per the TIME SCHEDULE given below:

TIME SCHEDULE OF TENDER

Sl. No.	Particulars	Date	Time
1.	Tender e-Publish Date	07.05.2024	11:00 Hrs
2.	Document download start date	07.05.2024	11:00 Hrs
3.	Start date for seeking clarification (on-line)	08.05.2024	11:00 Hrs
4.	Last date for seeking clarification (on-line)	14.05.2024	16:00 Hrs
5.	Bid submission start date	07.05.2024	11:00 Hrs
6.	Bid submission last date	16.05.2024	14:00 Hrs
7.	Tender opening date (Technical)	17.05.2024	14:15 Hrs

2. BID SUBMISSION:

- Aspiring Bidder who has not enrolled/registered in GEM should enrol/register before participating through GeM Portal <https://gem.gov.in> under two bids system. The offers/bids which are received incomplete and/or filed after the due date shall be summarily rejected.
- Tenderer/contractor is requested to submit their Bids through GeM Portal, <https://gem.gov.in> further, it has been decided to use the process of tendering for notice inviting tender and thus the physical copy of tender document would not be given or sold. Tender sent by any other mode will not be accepted.
- Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. All uploaded bid/supporting documents should be clear, visible, and legible for evaluation purpose, failing which the bid/tender shall be rejected.
- Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance with father and his son(s) or other close

relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

- (e) Tenderer who has downloaded the tender from the GeM Portal <https://gem.gov.in> **shall not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected, and their Earnest Money Deposit would be forfeited and tenderer is liable to be banned from doing business with this office.
- (f) At any time prior to the date of submission of Bids, the Department may, for any reason, shall modify bid documents by amendments/Corrigendum/addendum and the same will be uploaded in the GeM Portal <https://gem.gov.in> portal and these amendments will be binding on them. Any amendment to the Bid document shall also be uploaded in the website as and when it is made. Bidders who download the Bid documents through the above said portal are to take care of these amendments while submitting their bids.
- (g) The rates shall be quoted in Indian Rupees only. The rates will be inclusive of all taxes (except GST), fees, levies, etc and any revision in the statutory taxes, fees etc will be the responsibility of the Bidder/Contractor.
- (h) In case of any discrepancy/difference in the amount indicated in figures and words the amount in words will prevail and will be considered.
- (i) The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.
- (j) Tenders shall remain valid for **60** days from the last date for submission of tender.
- (k) This 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 Principal Commissioner of Customs (Air Cargo Commissionerate), New Custom House, Meenambakkam, Chennai – 16 will be final and binding.

The bidders may seek clarifications if any from the Superintendent, CHS UNIT, Ground Floor, New Custom House, Meenambakkam, Chennai – 16, from Monday to Saturday between 11.00 A.M to 04.00 P.M till two days before the last date of submission of Bids/Tender.
Contact Numbers: 044-26569578 email: chsacc.chennai@gmail.com

3. TENDER DOCUMENT:

Tender is invited in two parts – (1) Technical Bid and (2) Financial Bid. The tender form for Technical Bid in proforma prescribed in **Annexure – A, B, C, & D** and the tender form for the Financial Bid in proforma prescribed in **Annexure – D** complete in all respects and may be submitted online on the GeM Portal <https://gem.gov.in> on or before **16.05.2024, 14.00 Hrs**. The Technical Bids will be opened at **14.15 Hrs on 17.05.2024**. Bid documents incomplete in any respect shall be summarily rejected. The valid Technical Bids shall be scrutinized by the Tender Committee to short list the eligible bidders, thereafter the financial bids of the short-listed bidders shall be scrutinized. Late submission of tenders/any documents shall not be entertained. Bidders should take into account the Corrigendum / Addendum published in above said portals from time to time before submitting the bids online. The decision of the Tender Committee will be final.

The Tender documents contains the following Annexure –

Sl. No.	Description
1.	Tender Document with scope of work, Terms &

	Conditions
2.	Technical Bid – Annexure – A,B,C
3.	Annexure – D [FINANCIAL BID]

4. SCOPE OF THE WORK- TENDER

1.1 Service Details and Standards

1. All vehicles provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
2. All vehicles provided shall be air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
3. All vehicles should be always in excellent working condition (both internally and externally). The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odour and any personal belongings of the driver.
4. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
5. The vehicle deployed shall be parked at the Buyer's/ User's premises after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/ User.
6. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
7. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also always have an active internet connection where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be always reachable during duty hours.
8. The drivers of the vehicles deployed should maintain polite & courteous behavior towards the buyer/ passenger. "Misbehaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract deduction as per provisions of the contract.
9. LPG/CNG cylinders must not be used as fuel for running the vehicle in any case

1.2 Defined Timelines

1. The Service Provider shall ensure that assigned vehicle and driver report within 24 Hours of confirmation of order or as mutually agreed with the Buyer.
2. Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
3. Delay in arrival beyond 30 minutes, shall attract deductions.

1.3 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract.
2. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
3. The Buyer shall be entitled to use the vehicle within the scope of service specified under this contract and at no time during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Buyer.
4. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
5. The drivers/ staff provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws will be the sole responsibility of the service provider.
6. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle. The Service Provider shall be solely and exclusively liable for the losses / damages caused by the driver of the Service Provider and shall indemnify the Buyer in case of any such losses / damages.
7. The buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider.
8. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk.

2 Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analysing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ deduction on either party.

2.1 Logbook

1. The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the buyer. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.

2.2 Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.

2. The Service Provider shall maintain a compliant register in the vehicles for the complaints by the passenger travelling in the vehicle.

3 Deductions

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such deductions and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Deductions			Remarks
			1st instance	2 nd instance	3 rd instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 10% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Deduction of 3% of particular monthly vehicle hiring cost	Deduction of 5% of particular monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.
4	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle	Amount of charges for vehicle hired by Buyer from third party and a deduction of 8% of monthly vehicle	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed

				hiring cost	hiring cost	for 3 rd instance.
5	Breakdown of vehicle during trip (replacement provided)	Replacement provided within to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a deduction of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.
6	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Deduction of 1% of monthly vehicle hiring cost	Deduction of 2% of monthly vehicle hiring cost	After 3 rd instance, the buyer may continue to impose the same deduction as imposed for 3 rd instance.
7	Misbehaviour by driver/ unacceptable behaviour by driver	Any instance	Deduction of Rs. 1000	Deduction of Rs. 2000/-		After 2 nd instance, the service provider will have to replace the driver
8	Driver in intoxicated state	Any instance	Deduction of Rs. 2500/-			After 1 st instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.
9	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Deduction of Rs. 500/-	Deduction of Rs. 800/-	Deduction of Rs. 1000/-	After 3 rd instance, the buyer may continue to impose the same deduction as imposed for 3 rd instance.

4 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

4.1 Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider.
3. The price quoted shall cover all aspects of service delivery

4.2 Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice.

4.3 Payment Process

1. Payment shall be made only after submission of invoices, non-submission of the same may lead to delay/ deduction in payment.
2. All the deductions/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
3. Payment will be made through bank transfer/ online payment mode only and in no circumstance cash/ cheque payment will be made.

5 Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

1. Amendment of the Contract after event of Force Majeure: In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.

2. Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

• Variation of the Contract as per both parties' consent: The variation in the contract can be done through the following, however, the variation put together shall not reduce or exceed 25% of contract value:

1. Increase or decrease in the quantity of vehicles
2. Increase or decrease in duration of contract

6 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any deductions or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

2. Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

- Breach of SLAs: The contract may also be terminated if

- i) the cumulative deductions rise to 10% of the contract value
- ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

5. DURATION OF THE CONTRACT:

The contract is for a period of 10 months from 01.06.2024. The contract is extendable at the same Terms & Conditions and at the same rates up to a maximum of one more year subject to providing of services to the satisfaction of department and at the sole discretion of the Competent Authority, Air Cargo Commissionerate, New Custom House, Meenambakkam, Chennai-16.

6. AUTHENTICITY OF THE TENDER DOCUMENT:

Every page of tender document must be signed with date and affixed with office stamp by the bidder.

7. EARNEST MONEY DEPOSIT:

Earnest Money Deposit (EMD) of Rs. **50,000/- (Rupees Fifty Thousand only)** in the form of Demand Draft drawn in favour of "Principal **Commissioner of Customs, Chennai-VII**" have to be submitted to the Superintendent, CHS Unit, Ground Floor, New Custom House, Meenambakkam, Chennai, on or before **16.05.2024 14:00 Hrs** without which the Bid will not be considered. The EMD amount will be returned to the unsuccessful bidders. No bank commission or interest will be paid on the earnest money deposit. Earnest Money Deposit for other Tenders will not be adjustable with this Tender. Central/State Government and Central/State Government undertakings, firms registered with National Small Industries Corporation (NSIC), Ministry of Micro Small and Medium Enterprises (MSME) are exempted from deposit of EMD.

8. PERFORMANCE SECURITY:

The successful bidder shall submit Performance Security in the form of Bank Guarantee / Fixed Deposit Receipt (in original) from any Nationalised/Scheduled Bank amounting to **3%** of Total Contract Value in favour of **Principal Commissioner of Customs, Chennai-VII** within **seven days** from the date of awarding of the contract which is non-interest bearing. The performance guarantee shall be returned to the selected bidder without any interest on the completion of contract period. The validity of the Bank Guarantee should be valid upto 31.03.2025

9. ELIGIBILITY CRITERIA – CONDITIONS TO BE SATISFIED IN THE QUALIFYING BID:

- a) Bidders must have office at Chennai. The bidder must provide valid address proof (i.e.) in case of property owned by the bidder in Chennai then the copy of the land line telephone bills for the last three months and copy of recent Property Tax receipt in respect of the Chennai office address should be uploaded along with Technical Bid, and in case of rented office in Chennai the bidder must upload the relevant valid Rental Agreement for having office at Chennai and along with land line, telephone bills for the last three months in respect of the Chennai office address should be uploaded along with Technical Bid, failing which bids will be rejected.
- b) As on **31.03.2024**, the bidders should have 5 (**Five**) years of experience and having successfully completed similar works in providing Hiring of Vehicle Services to various Central/State Government Organizations/Public Sector Undertakings/Educational Institutions like IIT, IIM, NIT and Universities recognized by the Government & Reputed Private Sectors.
- c) Similar works means - Providing Hiring of Vehicle Services/Contract.
- d) Copies of the work order/agreement and work completion certificate for the work completed with Audited Financials to be uploaded along with bid documents.
- e) The bidder should have completed similar service contracts and should have completed three (03) similar works each costing not less than the amount equal to **Rs. 50,00,000 (Rupees Fifty lakhs only)** during last 03 (three) years ending 31.03.2024. Upload the supporting documents of the respective contracts.
- f) The bidder should have had Average Annual Turn Over for an amount of Rs. 1 Crores (Five Crores only) during last three Financial Year ending 31.03.2024.
- g) Income Tax Return for the Assessment Years 2020-21, 2021-2022 and 2022-23 copies of Audited Financials for the Financial Years 2020-21, 2021-2022 and 2022-23, should be uploaded along with Technical Bid, failing which their bid shall be rejected.
- h) Copies of GST filed for last three months ending 31.03.2024 should be uploaded along with Technical Bid.
- i) The bidder should have not less than 50 vehicles for providing hiring of vehicle services on their pay roll during the Financial Year 2022-23.
- j) The Contractor/Service Provider should have provided minimum of vehicles to Government Department/Organization at a time in a Financial Years 2020-21, 2021-2022 and 2022-23. Proof for the same should be uploaded along with Technical Bid.
- k) The bidder should have GST Registration (if exempted, supporting documents to be uploaded) and must have obtained Permanent Account Number (PAN) under Income Tax Act.
- l) The bidder must upload a Solvency Certificate from their banker for an amount not less than Rs. 50 Lakhs (Rupees Fifty Lakh only). Solvency Certificate should not be older than 06 months from the date of publishing of tender. Solvency Certificate obtained

during earlier period will not be accepted, concerned bid shall be rejected and no correspondence shall be entertained.

- m) The bidder must have an unblemished record of providing Hiring of Vehicle Services and should not have any legal issue with any Government Departments/any other Agency.
- n) The bidder should have obtained a valid license for running private Vehicle Agency from Tamil Nadu Police Department and it should be valid throughout the Contract Period.
- o) The tenderer should also provide details of vehicles to be offered by him which should be owned by the service provider together with documents like insurance policy and Registration Certificate.
- p) The vehicles should not be more than three years old as on the Publishing date of NIT for which the tenderer should upload the details of vehicles viz., make / type of the vehicle, Model / year of manufacture and the Registration number of the vehicle

10. GENERAL CONDITIONS:

- a) The uploaded Technical Bid will be evaluated based on the details uploaded under **Technical Bid/Cover-I** in the prescribed formats to ascertain whether the bidders qualify. After evaluation of technical bid, the **Cover – II (Financial Bid)** of only those firms who technically qualify under **Cover – I** will be decrypted and opened online.
- b) In the event of any of the mentioned date being subsequently declared as a holiday/closed day for the office, the tenders will be opened on the next working day at the scheduled time.
- c) In case of more bidders quoting same rate, the Competent Authority, Air Cargo Commissionerate, New Custom House, Chennai reserves full rights to select the vendor.
- d) The Tender documents are not transferable.
- e) This office reserves the right to postpone/and or extend the date of receipt/opening of quotations or to withdraw the same without assigning any reasons.
- f) All pages of Notice Inviting Tender for Hiring of Vehicle services should be duly signed by the Authorised Signatory with date and affix Firm/Company/Agency stamp (seal), as a token of having read and understood the terms & conditions contained and should be uploaded along with the Tender Document, if any discrepancies noticed the bids shall be rejected.
- g) Bidder should upload all the details in the prescribed proforma and as per the requirements set out in the tender documents under Cover-I. Incomplete Bids/Tenders will be rejected.
- h) No negotiation shall be entertained with any of the bidders/tenderers.
- i) The decision of the Tender Committee duly constituted by the Competent Authority in this regard will be final.

11. COST OF TENDERING:

The bidder shall bear all costs associated with the preparation and submission of their tenders and the department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process or the cancellation, if any, or tender by the Competent Authority, Air Cargo Commissionerate, New Custom House, Meenambakkam, Chennai – 600-016.

12. REJECTION OF TENDER DOCUMENTS:

- (a) The bidder shall read and understand the contents of the tender documents carefully. Failure to comply with the requirements of tender submission will be liable for rejection. Tenders, which are not responsive to the requirements of the tender conditions, will be rejected.
- (b) It is mandatory that, the tenderer/bidder should digitally sign the tender documents including all supporting documents submit the same along with the Technical Bid. The tenderers/bidder should fill up the information in all the annexures and must be digitally signed. The tender forms and supporting documents should be complete in all respect, failing which the bid/tender will be rejected.
- (c) No Additions / Modifications / Deletions in the tender documents and other related supporting documents shall be entertained during the tender process. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD will be forfeited, and Bidder is liable to be banned from doing business with this office. The decision of the Tender Committee will be final and no correspondence in this regard will be entertained.
- (d) If any other discrepancy is noticed by the Tender Committee, the tender/bids shall be rejected.

13. AMENDMENTS TO TENDER DOCUMENTS:

- (1) At any time prior to the deadline for uploading the response to clarification, the Competent Authority, Air Cargo Commissionerate, New Custom House, Meenambakkam, Chennai – 600-016 may for any reason, Suo motu or in response to a clarification by a prospective bidder, modify the tender documents by issuing amendments (addendum / corrigendum etc.,)
- (2) Any amendments (addendum / corrigendum etc.,) thus issued will be hosted on GeM website prior to the closing date of the Notice Inviting Tender and all the bidder who have downloaded the Bid document shall verify if any such amendments have been issued by this department, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the Bidder. No separate notice / intimation of amendments will be sent to the bidders.

14. DOCUMENTS COMPRISING THE TENDER:

The Bids/Tender submitted by the bidder shall comprise the following and should be read in conjunction with any Amendments / corrigendum issued in accordance with **Sl. No.12** above.

- (a) Documents to be uploaded with Cover – I (Technical Bid Documents)
- (b) Scanned copy of Earnest Money Deposit (EMD) / Exemption from payment of EMD.
- (c) Scanned copy of entire tender document including all supporting documents should be uploaded along with Technical Bid.
- (e) Technical Bid – **Annexure – B**
- (d) A self-attested undertaking as per **ANNEXURE –C – TECHNICAL BID.**
- (f Financial Bid Format-) **Annexure - D**
- (g) Any other documents as specified in the Tender Documents.

15. REFUND OF EARNEST MONEY AND PERFORMANCE SECURITY: -

- (i) Earnest money deposited by the unsuccessful bidder will be refunded to bidder at the earliest after finalization of the tender. Earnest money will be refunded to the successful bidder on receipt of Performance Security.
- (ii) Further, the Performance Security will be refunded / returned to the successful bidder after successful completion of the Contract Agreement and settlement of accounts within three months of completion of contractual period.

- iii) The Performance Security will be forfeited in case of unsatisfactory performance of the successful bidder. The decision of the Competent Authority, Air Cargo Commissionerate, New Custom House, Chennai-600016, on this account will be final and binding on successful bidder.

16. RATES: -

- (i) Rate / bid / offer must be without any condition, assumption, qualification, reservation or variation. Rate / bid / offer must be mentioned in prescribed Proforma in figures in respect of each category separately. Conditional tender offer or offer at variance from prescribed specification would be ineligible to compete for the tender. Prices and price components shall be firm and shall not be subject to any price variation or adjustment on account of any price escalations throughout the execution of the contract.
- (ii) Contracted hire charges include all charges, viz. Charges of driver, repairs and parking, maintenance of vehicle, insurance, all taxes as per Motor Vehicle Act/State Government/Central Government, petrol / diesel, oil and also any other incidental expenses in running and maintenance of vehicle and penalty / fine etc.
- (iii) The lowest tender will be arrived at based on the rates (of all 02 categories put together) quoted in Financial BID.
- (iv) Tender will be invalid if not applied for all the 02 categories vehicles.

17. TERMS AND CONDITIONS:

- (i) In case of breakdown of any vehicle, substitute vehicle should be provided within 01 hour failing which the department shall have the right to hire a vehicle from the market and cost incurred to this will be borne by the firm.
- (ii) The liabilities of the official of this office will be limited only to the hiring charges agreed in the contract.
- (iii) The responsibility for the safety and security of the vehicles provided to department solely lies with the contractor. It is also the contractor's absolute responsibility to take care of any damage/ repairs caused to the vehicle during the validity of the contract.
- (iv) The vehicle should fulfil the legal obligations prescribed by the State Transport Authority like payment of road tax, etc. All requirements under various statutory laws must be complied with. Any default will be liability of the contractor and this department shall not be liable in any matter whatsoever.
- (v) In case of any accident or any other contingency or any other liabilities, any claim arising out of it shall be borne by the contractor only and no claim whatsoever shall be borne by the Department.
- (vi) Insurance for the vehicle and the risk of passenger travelling in the vehicles should be covered by the contractor to the extent of liability as specified in the Motor Vehicle Act & rules made there-under or any other law in force
- (vii) Vehicle must be kept clean, odor free, mechanically fit, and suitable for official use and should be in excellent condition.
- (viii) The firm / agency should not be blacklisted by any Central Government/ State Government / Central and State undertakings and / or convicted by a court of Law. An affidavit regarding non-blacklisting of the firm should be

attached as proof. In absence of proof the tender /bid will be rejected. { please refer Annexure B}.

- (ix) In case of any dispute of any kind and in respect of whatsoever arising out of tender / contract, the decision of the Hon'ble Courts at Chennai will be final and binding.

Capabilities, specification & formalities for Driver:

- (i) The bidder must ensure that the drivers employed have valid driving license and clean driving record.
- (ii) The drivers of the vehicle provided must follow traffic rules and all other regulations prescribed by the Government from time to time/
- (iii) The drivers shall observe all the etiquette and protocol while performing the duty and shall be in proper uniform.
- (iv) The drivers should have minimum 2 years of experience of driving. They should have valid driving license for driving passenger vehicles on hire.
- (v) The driver should be ready / prepared for outstation journeys at short notice if required.
- (vi) Once the driver has been allotted to a particular vehicle, he should remain with the same vehicle for a period of at least 6 months. Any change in the designated driver should be intimated to the concerned officer before 24 hours such change is affected.
- (vii) The driver should possess a mobile phone with good network coverage and should not be in 'switch off mode' at any point of time.
- (viii) The driver should be decent and well behaved and should not have any criminal / adverse police record against him and he should not have any past history of accidents. The driver if observed for any misuse of Department's Name, shall be liable for legal action.
- (ix) The driver should not be addicted.

18. OTHER TERMS AND CONDITIONS:

- (i) The Applicant Contractor should be in possession of requisite license from State Government or other Competent Authorities for running hiring of vehicle Agency.
- (ii) The applicant contractor should have complied with all the legal provisions pertaining to his / its line of business.
- (iii) The applicant contractor should have a reputed client list.
- (iv) No alteration shall be made in any of the terms and conditions of the bid document by scoring out. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and are liable to be rejected.
- (v) The price should be quoted in **Indian Rupees** only. The rates are inclusive of all taxes, fees, etc (excluding GST) that are applicable from time to time shall be met within the total invoice value.
- (vi) Any dispute arising out of this agreement or that which may arise in future, shall be resolved by taking recourse to mutual settlement, arbitration/conciliation, failing which the dispute will be subject to Chennai jurisdiction only.

- (vii) Any clarification regarding the terms and conditions, the area and place can be had from the Superintendent of Customs (CHS), Ground Floor, New Custom House, Meenambakkam, Chennai: 600 016. (044-26569578) on or before **16:00 Hrs on 14.05.2024**. Tenders received without EMD would be rejected. Tenders received after the stipulated date and time will not be accepted.
- (viii) If a bidder withdraws from bidding, after opening of Technical Bid or Financial Bid or before award of contract to other valid bidder, the earnest money deposited by them will be forfeited and banned from contesting tenders with this department.
- (ix) The contract for successful bidder will be awarded subject to submission of the Performance Security and Agreement as prescribed by the department within specified time as per intimation / request.
- (x) The Competent Authority, Air Cargo Commissionerate, New Custom House, Meenambakkam, Chennai-16, reserves the right to accept or reject any or all tenders without assigning any reasons.

सी. त्यागराजन, भार.से.
अपर आयुक्त सीमा शुल्क
(C THIYAGARAJAN)
ADDITIONAL COMMISSIONER OF CUSTOMS (CHS)
AIR CARGO COMMISSIONERATE.

LIST OF ANNEXURES

- Annexure A : Details of Vehicle Proposed for Hiring
Annexure B : Technical Bid Document
Annexure C : Undertaking to be furnished by the Bidder
Annexure D : Financial Bid Document
Annexure E : Checklist for Technical Bid to be uploaded

Encl.: Annexure A, B, C, D, E

Copy to:

1. The Dy./Ast. Commissioner of Customs,
EDI, New Custom House, Meenambakkam, Chennai-16 (with a request to publish in the website www.aircustomschennai.gov.in & www.chennaicustoms.gov.in).
2. Notice Board- New Custom House, Meenambakkam, Chennai-16

Seen the notice inviting Tender Documents and may be uploaded in the Government e-marketplace (GeM) Portal.

SUPDT-CHS
MEMBER

(Shri. R. Suresh)

SUPDT-CIU
MEMBER

(Shri E Karunanidhi)

AC-CHS
MEMBER

वि.पी. नटराजन, भार.से.
V.P. NATARAJAN, I.R.S
सहायक आयुक्त सीमा शुल्क
ASSISTANT COMMISSIONER OF CUSTOMS

Details of Vehicle proposed for Hiring

CATEGORY	Type of car	No. of Vehicle(s) required	Usage	Cost of Ceiling/month per Vehicle (excluding GST)
Category- I	Staff Car (Mid- Sized Car like Honda City/ MarutiCiaz/ Hyundai Verna/ Toyota Etios or any equivalent car)	03	To be used upto 30/31 days subject to a maximum of 2500 Kms in a month	Rs. 50,000/- pm
Category-II	Operational Vehicles (Mid- Sized Car like Honda City/ MarutiCiaz/ Hyundai Verna/ Toyota Etios or any equivalent car)	04	To be used upto 25-26 days subject to a maximum of 2000 Kms in a month.	Rs. 50,000/- pm

ANNEXURE - B**TECHNICAL BID**

SL_NO.	DESCRIPTION	RESPONSE OF THE BIDDER
1.	Name of Firm, Address, Telephone & E-Mail.	
2.	Name & Telephone/Mobile No. of contact person.	
3.	Status of Firm-Sole Proprietorship /Partnership/Pvt Ltd Co/Ltd Co., etc. & Year of Establishment.	
4.	PAN NO.	
5.	GST REGISTRATION NO.	
6.	EPF Registration no.	
7.	ESIC Registration no.	
8.	Whether uploaded proof of Minimum average annual turnover of Rs 1 crore during last three financial years? (certificate should have valid UDIN from a registered CA and annual balance sheets for last 3 years)	
9.	* Details of the Earnest Money Deposit: (upload the scanned copy of original DD)	
	a. Name of the Bank:	
	b. D.D. No.& Date:	
	c. Amount:	
	d. In case of Exemption from EMD, upload the supporting documents viz., NSIC/MSME/CPO.	
10.	Whether the bidder's firm has office in Chennai? (Upload with address proof)	
11.	Attach copies of successfully completed contracts with central/state govt./departments as per tender conditions.	
12.	MSME Exemption, whether attached a photocopy of certificate?	
13.	Whether undertaking that the firm is not Blacklisted by any Central / State Government or Central / State Government	

	uploaded?	
14.	Whether undertaking that the firm is not bankrupt uploaded?	

It is certified that all terms and conditions stipulated in the tender document are acceptable.

Date:

Name and Signature of bidder with seal

Following documents need to be attached to qualify technical evaluation

1. Experience certificate of providing similar services to central/ state govt for the last 5 years
2. Annual Turnover of more than Rs 1 crore for FY 2021-22 and 2022-23 & 2023-24.
3. Undertaking that firm is not blacklisted by any central/ state department/ organization.
4. Address proof of Office of bidder in Chennai, Tamil nadu.
5. Minimum 3 annual contracts with central/ state government with value more than Rs 80 lakh annually.

ANNEXURE-C

Undertaking to be furnished by the Bidder

The Notary (Public)

Civil Court,

I aged about
..... son ofresiding at
.....
..... do hereby solemnly affirm state as follows:

1. That I am the proprietor of M/s
2. That my Agency / firm / Central or State Government / Central or State Government Undertakings has been allowed to participate in the tender dated of Principal Commissioner of Customs (Air Cargo) Chennai-VII for hiring of vehicle services.
3. That, I have neither been convicted nor any cognizance has been taken against by any Court of Law till date
4. That my Agency / firm has not been blacklisted from any Central / State Government Department and Central or State government undertakings.
5. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
6. I/We undertake to pay the minimum wages to the employees as per the Notifications of Chief Labour Commissioner (Central Government) Government of India issued from time to time along with other statutory payments like EPF/ESIC.
8. The information/documents furnished along with the above application are true and correct to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law;
9. I/We understand that in case any deviation is found in the above statements at any stage, the contract will be terminated by the Department, my Concern/Firm/Company, shall be blacklisted, the performance guarantee will be forfeited and shall not be entitled to have any dealing with the Department in future.

The above statement is true to the best of knowledge and belief.

Witness

Deponent

1.

2.

ANNEXURE -D

FINANCIAL BID DOCUMENT

TENDER FOR PROVIDING HIRING OF VEHICLE SERVICES IN AIR CARGO COMPLEX, NEW CUSTOM HOUSE, MEENAMBAKKAM, CHENNAI-600016.

1. Name of the Concern :
2. Address of the Concern :
(with Tel. No., Fax & E-mail)
3. Name & Address of Partners/Directors :
(with Mobile Number)
4. Contact Person(s) :
(with Mobile Number)
5. Total Bid Amount (Monthly) :

Sl. No.	Service Required	No. of vehicle	Cost per vehicle per month (in Rs. P.)	Amount per month (in Rs. P.)
1.	Staff Cars	03		
2.	Operational Vehicles	04	--	
Total Bid (for 07 vehicles) per month Without GST.				
Total Amount (Rupees)				

NOTE: Only Arithmetic rounding off is allowed for decimals up to two digits only.

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the Concern shall be blacklisted and shall not have any dealing with the Department in future.

Date:

Signature and stamp of the Owner / bidder / Authorized Signatory

Place:

ANNEXURE-E**Checklist for Technical Bid to be uploaded**

Sl.No	Document	Uploaded (For Bidders Use)	Verification (For Office Use Only)
1	Copy of PAN	YES/NO	
2	Copy of GST registration certificate	YES/NO	
3	RC Copy of offered Vehicle and Insurance (Vehicle should be less than 2 year)	YES/NO	
4	Income Tax Returns of last 2 years, viz., 2022-22 & 2022-23 furnished.	YES/NO	
5	Copy of experience certificate (if any)	YES/NO	
6	Copy of EMD Demand draft	YES/NO	
7	If Exempted from EMD, whether relevant certificates attached?	YES/NO	
8	Submitted Original EMD DD to this office	YES/NO	
9	ANNEXURE-B (signed copy)	YES/NO	
10	ANNEXURE-C (signed copy)	YES/NO	
11	Having an Office in Chennai?	YES/NO	
12	NIT and Term and Conditions (Signed Copy)	YES/NO	
13	Power of Attorney if the Vehicle is not owned by bidder	YES/NO	

Date :

Name & Signature of Bidder

(With seal)

(For Office Use Only)**Qualified for Financial Bid****YES/NO****Signature of Evaluation Committee**

1. -----

2. -----

3. -----

4. -----