



भारत सरकार / GOVERNMENT OF INDIA
पोत परिवहन मंत्रालय / MINISTRY OF SHIPPING

नौवहन महानिदेशालय, मुंबई
DIRECTORATE GENERAL OF SHIPPING, MUMBAI

No. 11- Admn (4)/2019-SCM

Dated 3rd January, 2020

Subject: - e-Tender enquiry of the service providers for supply of 3 Nos. of Vehicles (Maruti Suzuki Ciaz or equivalent) for the operational use in this Directorate- reg.

1. Bids are invited through e-Tender enquiry, from the service providers engaged / interested in Transportation/ logistics, for hiring of the vehicles, for the official use of the Directorate General of Shipping. The details of requirement of the vehicles are as under:-
 - i) 03 Nos. vehicles with A/C : Maruti Suzuki Ciaz or equivalent, (Diesel)
2. **Terms and conditions** applicable for the hiring of vehicles are enclosed as **Annexure-A**, and **Annexure-B**, which are required to be signed and submitted, inter alia, alongwith the bid.
3. **Eligibility Criteria**
 - i) The Applicant hereafter referred to as service provider should be able to provide at least 3 vehicles, during the contract period of 3 years.
 - ii) The drivers of the service providers should have the experiences of running hired vehicles for Central Govt. or State Govt. organizations or PSUs for at least 3 years.
 - iii) Turnover of the firm should be Rs. 75 Lakhs & above, for the FY 2016-17, FY 2017-18 and FY 2018-2019 each.
4. **Two Bid System :**

This is a Two Bid System e-Tender. The interested firms may submit e-bid.
5. **The technical bid** shall contain the copies of the following, duly signed by the applicant bidder:-
 - (a) A copy of PAN card
 - (b) Names and contact details of the Directors/partners/proprietors / persons, of the respective bidding company/proprietorship firm/Partnership concern / AoP.
 - (c) Details of experience in driving vehicles in the past 3 years, in respect of drivers to be engaged.
 - (d) GST registration.
 - (e) Details of the model and ownership of 3 vehicles to be provided (built in 2019 – 20, current FY).

बीटा बिल्डिंग, 9वीं मंजिल, आई थिंक टेक्नो कैम्पस, कांजूर गाँव रोड, कांजूरमार्ग (पूर्व) मुंबई-400042

9th Floor, BETA Building, I-Think Techno Campus, Kanjur Village Road, Kanjurmarg (E), Mumbai-400042

फोन/Tel No.: +91-22-2575 2040/1/2/3 फैक्स/Fax.: +91-22-2575 2029/35 ई-मेल/Email: dgship-dgs@nic.in वेबसाइट/Website: www.dgshipping.gov.in

- (f) The copy of the audited profit and loss account statement indicating the turnover and the Income tax return for the FY 2016-17 FY 2017-18 and FY 2018-19, if available.
- (g) The Earnest Money Deposit (refundable, if the bid is not successful) in the form of a Demand Draft in the name of Director General of Shipping of Rs.2,00,500/- (Rupees Two Lakh Five Hundred Only) payable at Mumbai, physically on or before the last date of submission of the bid. A copy of the DD should be emailed /uploaded and submitted in the Administration branch of DGS before the date and time of opening of the technical bid
- (h) The signed copies of the SPECIAL CONDITIONS OF CONTRACT [Annexure-A], NO NEAR-RELATIVE DECLARATION CERTIFICATE [Annexure -B] and PROFILE OF BIDDER [Annexure-C] TECHNICAL SPECIFICATIONS & SCHEDULE OF REQUIREMENTS OF SERVICES [ANNEXURE-D] of this document, as a proof of acceptance therewith.

6. The Financial bid :

- i) Financial bid must be submitted separately, in the e-tender, as per the EVALUATION FORMULA / PRICE SCHEDULE [ANNEXURE-F] failing which the bid will be deemed to be disqualified.
 - ii) The rates quoted should be specified (exclusive of GST tax) for 2600 kms. (reckoned from place of reporting to place of release) & 360 hrs on monthly basis (reckoned from time of reporting to the time of release) of vehicle. **These rates should include charges.** The charges for additional hours after 360 hours and additional distance after 2600 kms per month should also be specified in the rate. The Parking charges at airport, Airport entrance/toll charges, etc would be charged as per actual.
7. The Directorate reserves the right to add/ amend/ modify/ cancel any points mentioned above and in the terms and conditions applicable to the contract. This Directorate also reserves the right to reject any quotation without any reasons etc.

8. Time Schedule of e-Bid:

Estimated cost of Tender	Rs. 66,83,000/-
Earnest Money Deposit (EMD)/ Bid Security	Rs. 2,00,500/-
Date/Time of Publishing of e-Tender	1530 Hrs of 6.01.2020
Document Download Start Date/Time	1810 Hrs of 6.01.2020
Document Download End Date/Time	1500 Hrs of 29.01.2020
Bid Opening Date	1710Hrs of 30.01.2020

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Clarification Start Date/Time	1815 Hrs of 6.01.2020
Clarification End Date/Time	1820 Hrs of 13.01.2020
Bid Submission Start Date/Time	1200 Hrs of 16.01.2020
Bid Submission End Date/Time	1500 Hrs of 29.01.2020
Last Date & Time for physical submission of original DD/Banker's Cheque/Pay order towards EMD or attested copy of NSIC/MSME certificate for exemption of EMD	1600 Hrs of 03.02.2020
Date/Time of opening of Techno-commercial Bid	1700 Hrs of 30.01.2020

The tender document is available on Central Public Procurement Portal (CPP Portal) on website <http://eprocure.gov.in>. The intending bidders may download the e-tender document from the above mentioned website. The interested bidders may submit the bids online at <https://eprocure.gov.in> in two bids systems {i.e. (i) Techno- commercial Bid and (ii) Financial Bid} in the prescribed proforma. Bids are to be submitted online only through the e-procurement portal at <https://eprocure.gov.in/eprocure/app>. All the documents in support of bid are also to be scanned and uploaded along with the tender document. Bid submitted/sent by any other mode will not be accepted.

The Earnest Money Deposit (EMD)/ Bid Security in the form A/c Payee Demand Drafts/Banker's Cheque/Pay order payable at Mumbai, should be drawn in any Scheduled/Nationalised bank in India, in favour of The Directorate General of Shipping, O/o The Directorate General of Shipping Mumbai. The Earnest Money Deposit (EMD)/ Bid Security may also be submitted in the form of Bank Guarantee from any of the commercial banks. The e-Bid submitted without EMD in the prescribed formats or valid NSIC/MSME / Start ups certificate of exemption for the tendered items will not be accepted.

The financial bid of only those firms will be opened which meets the minimum eligibility conditions in technical bids. The tender will be awarded to the firm which meets the eligibility criteria and quotes the lowest rate.

9. The interested bidders who have submitted their bids may present themselves or through their authorized representative, at the time of opening of bids, if they so desire. Overwriting must be avoided and if done, should be countersigned by the authorized person.

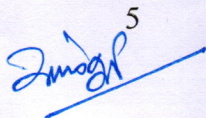

(Rajesh Kumar)

Asstt. Director General of Shipping

SPECIAL CONDITIONS OF CONTRACT

Terms & Conditions for hiring of operational vehicles on contract

1. Following are the terms & conditions for hiring of operational vehicles by the Directorate General of Shipping (DGS):-
2. The vehicles are proposed to be hired for an initial period of three years (07 days per week basis) with the option of extending it for further time or increase in the no. of vehicles, at the discretion of the Directorate. The category of vehicle to be hired is as under:-
 - i) 03 Nos. vehicles with A/C : Maruti Suzuki Ciaz or equivalent (Diesel)
3. The vehicles that would be provided to the DGS should have been built / purchased in 2019 – 20, (current FY) and should not have run for more than 2000 kms. The existing vehicles will qualify for technical bid on inspection. The bidders can also submit papers relating to purchase of new vehicles of the desired make of vehicles in the technical bid.
4. The vehicles should **be registered as taxi / public transport vehicles** with the authority concerned i.e. State or Central Government, and should fulfill the conditions prescribed in the Motor Vehicle Act, 1988.
5. The Service Provider shall provide dedicated vehicles & drivers and a spare driver. Any change in vehicle and /or driver should be made only in exceptional circumstances with the permission of DGS. Replacement of the vehicle with vehicle of equivalent or better make /driver of equal or more qualification should be made in the event of a break down of vehicle /non availability of driver. The vehicles once hired by DGS will be for exclusive use of the office and shall carry the sticker and name plate of the office. Use of this vehicle for any other purpose by the Service Provider will result in cancellation of the contract and forfeiture of the bank guarantee/ deposit. A Criminal case of misuse of government property will also be registered.
6. The drivers should possess a mobile/cell for contacts by officials and the Driving License with experience of at least five years with no criminal records and clear antecedents. He should be

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polite, well dressed and observe the courtesies required from a staff car driver. The driver once hired should be used exclusively for DGS and cannot be given any outside work by the Service Provider.

7.(i) Payment of minimum charges agreed upon shall be made every month, provided that if the contract does not commence /end in the beginning /end of a month, payment of minimum charges will made on proportionate basis.

(ii) For Computing the amount payable as per clause 5 (1) above, on account of extra kilometers, over and above agreed kilometers per month, i.e. 2600 kilometers, per vehicle, for one more vehicle or vehicles, the total of unused kilometers of other vehicles of the contractor for that month shall be reduced.

8. Payment shall be made on monthly basis on the actual usage of the Vehicle by the Department, over and above the minimum charges agreed upon, provided bills are submitted before 05th of the subsequent month.

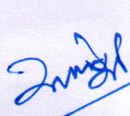
9. The vehicle shall be deemed to be at the disposal of DGS during the period of hiring and the billing for kms and hours shall be made from the reporting place to the relieving place. In certain cases where relieving place is not the ordinary place of reporting, the ordinary place of reporting shall be deemed to be relieving place.

10. The liability on account of fuel, driver & all expenses relating to maintenance, insurance, etc. of the vehicle would, solely and wholly, be the responsibility of the contractor and the DGS will not bear any liability apart from the hiring charges.

11. The contract between the DGS and the Contractor can be cancelled with a notice period of one month from contractor side and any time from DGS side without assigning any reason.

12. The contractor will indemnify DGS for loss/damage of property or life due to negligence or poor maintenance of vehicle or due to an accident.

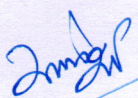
13. In case of non-compliance of the above terms and conditions of contract, a penalty may be levied by DGS. The penalty for some of the defaults is as under:

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Sr. No	Name of Default	Penalty Rs.
01	Late Reporting	75% of proportionate contract charges per day
02	Non-reporting	150% of proportionate contract charges per day
03	Poor maintenance of vehicles	Rs.5000/- per month on pro-rata basis
04	Refusal of duties	100% of proportionate contract charges per day
05	Change of driver/s without permission	Rs.200/- per instance
06	Vehicle kept unclean	50% of proportionate contract charges per day
07	Non observation of dress code	Rs. 100/- per instance
08	Providing vehicle other than as per the contract	Rs. 500/- per day
09	Not providing a spare driver	Rs. 650/- per day
10	Non-update of log sheet	Rs.1000/-
11	Delay in arrival or driver not contactable	Contracted Driver to be replaced immediately
12	Misbehavior with users or department staff	Driver to be replaced immediately
13	Vehicle breakdown midway trip including AC	Vehicle should be replaced with immediate effect
14	Driver in an intoxicated	Driver to be replaced immediately

14. In case of vehicle breakdown, a substitute vehicle shall be provided by the contractor immediately. In case vehicle does not report within the reasonable time or does not report at all, the DGS would have a right to hire a vehicle from the market and the additional cost incurred by the DGS will be borne by the Contractor. In case, neither a substitute vehicle is provided nor a vehicle is hired by the DGS, proportionate contract charges are liable to be deducted from the charges payable, in addition to the penalty levied as indicated in para 13. In case of repeated non-reporting of vehicle, the contract will be terminated and the penalty will be recovered from the bank guarantee/ deposit.


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15. The bid once submitted shall not be allowed to be withdrawn and the default after acceptance of the bid shall be deemed to be non-compliance of terms of contract and would render EMD/security deposit liable to forfeiture and penalty as the case may be.

16. The successful bidders shall provide details of all vehicles within 07 days of bid opening date and also present himself for signing the agreement as and when called for, and also physically produce the vehicles for inspection, within a reasonable period mutually agreed upon.

17. He should also provide, within seven days, the list of drivers and their licence numbers to DGS.

18. The DGS reserves the right to accept or reject any part of the tender or whole tender, without assigning any reason.

19. The successful bidder will have to submit bank guarantee of 10% of the value of the annual contract as a performance security deposit in favour of Directorate General of Shipping, which will be refundable on completion of contract. The security deposit shall be arranged to be refunded to the contractor after three months on the successful completion of the contract period (including the extended period, if any). The performance security shall remain valid for a period of ninety days [90] beyond the date of completion of all the contractual obligations of the firm. A model form for the **PERFORMANCE SECURITY BOND** has been provided as at **ANNEXURE- E.**

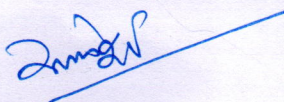
20. The successful bidder will have to enter into an agreement with DGS on a non-judicial stamp paper of Rs.100/-.

21. The bidders can bid for all vehicles or lesser number of vehicles. In case the bidders bid for lesser number of vehicles, a panel of more than one Service Provider will be drawn by DGS for supply of the vehicles.

(Signature of Bidder/Proprietor/Partners/Director/Authorized Signatory)

Date:
Place:

Full Name: _____
Address: _____
Seal: _____



ANNEXURE – B

NO NEAR-RELATIVE DECLARATION and CERTIFICATES

(To be submitted by either authorized signatory or proprietor, or each partner/director in case of partnership Firms/Companies/Agencies)

I, son/daughter/wife of Shri _____,
Proprietor/Partner/Director/Authorised signatory/Representative of M/s _____
_____ Name and address of the bidder) is competent to sign this
declaration/certification and execute the tender document regarding "Hiring of Light
Commercial Vehicles at O/o D G Shipping, Mumbai Maharashtra";

I, _____, resident of _____
hereby certify that none of relatives of mine/proprietor/partners/directors of the
Firm/Company/Agency is/are employed in the units where he/she is going to apply for the
tender.

I have carefully read and understood all the terms and conditions of the tender
document and undertake to abide by the same;

I also certify that our Firm/Company/Agency will observe all legal formalities or/and
obligations under the contract well within time. In case of failure to observe any of the legal
formalities or/and obligations. I shall be personally liable under the appropriate law.

I also hereby certify that the Firm/Company/Agency namely M/s. _____
_____ is currently not blacklisted or debarred by Government
Department from taking part in Government tenders.

The Information/documents furnished here and along with the tender document are
true and authentic to the best of my knowledge and belief. I am well aware of the fact that
furnishing of any false information/fabricated documents would lead to rejection of my
tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Bidder/Proprietor/Partners/Director/Authorized Signatory)

Date:
Place:

Full Name: _____
Address: _____
Seal: _____

PROFILE OF BIDDER

1. Full Name of Bidder:
2. Registered Address:
3. Address of correspondence:
4. Details of Contact/Authorized Person:
Name & Designation _____
Address _____
Tel No. (Landline) _____ Mobile _____
Email ID _____ FAX: _____
5. Type of Firm/Company/Agency: Private Ltd./Public Ltd./Co- operative/PSU/
Proprietary (Please tick the appropriate)
6. Name(s) of Directors/ partners/ proprietor:
7. PAN/GIR/TIN No. : _____
8. Service Tax/GST Registration No. : _____
9. Earnest money details: DD/Bankers Cheque No. _____ dated _____ for
Rs... drawn on bank _____
10. Bank Account details of the bidder:
 - a. Name and address of Bank
 - b. Account no.
 - c. MICR no.
 - d. IFSC code of Branch

I / We hereby declare that the information furnished above is true and correct.

(Signatures of Bidder/authorized signatory)

Name _____

Designation _____

Seal:

TECHNICAL SPECIFICATIONS & SCHEDULE OF REQUIREMENTS OF SERVICES:

On Monthly basis:

SN.	Type of Vehicle	Model	Make	Quantity	Job Description
1	AC Vehicle	Ciaz model or equivalent	2019-20 or later , Not run more than 2000 Kms	3	Hiring of registered commercial vehicle(s) permitted to operate under various rules/guidelines of government, statutory bodies etc. for office purpose with a usage of Approx. 2600 Km/month

Note: The general working time is 12 hours per day. However, in exigencies office/user can detain/call/use the vehicle/driver beyond 12 hours, on Holidays and Night halt also for which the payment will be made as per terms & conditions. The vehicle shall remain 24 hrs x7 days, at the disposal of the Directorate.

Place:-----

Date:-----

Signature of the Bidder/authorized signatory with Seal

PERFORMANCE SECURITY BOND FORM

1. In consideration of the President of India (hereinafter called „the Government“) having agreed to exempt ----- (hereinafter called „the said Contractor(s) from the demand, under the terms and conditions of an agreement / (Purchase/Work Order) No. ----- Dated ----- made between ----- and ----- for Hiring of Light Commercial Vehicles (hereinafter called „the said Agreement), of performance security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for----- we, (Name of the bank) ----- (hereinafter referred to as “the Bank”) at the request of ----- Contractor(s) do hereby undertake to pay to the Director General of Shipping, Mumbai, as “Purchaser” an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the “Purchaser” stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by “Purchaser” by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the “Purchaser” in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding ----- (5% of the contract value).

The Bank further agrees that the guarantee herein contained shall remain in full force and effect for a period of 39 Months from the date hereof and also that the extension of this guarantee will be provided for by the Bank for such period beyond the period of 39 Months as the Purchaser may feel necessary in this behalf.

3. We undertake to pay to the “Purchaser” any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) ----- Further agree that the guarantee herein contained shall remain in full force and effect during for a period

5. of 39 Months from the date of Advance Purchase Order (Date.....). And that it shall continue to be enforceable till all the dues of the "Purchaser" under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till -----as the "Purchaser" certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.

6. We (Name of the bank) ----- further agree with the "Purchaser" that the "Purchaser" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the "Purchaser" against said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract(s) or for any forbearance, act or omission on the part of the "Purchaser" or any indulgence by the "Purchaser" to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ supplier(s).

8. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the "Purchaser" in writing.

Dated the ----- day of ----- , Two thousand twenty.

Witness: (Name & Signature)

For -----
(Indicate the name of the bank)

1.
E-Mail Address:-

Telephone No.(s):-

ANNEXURE –F

EVALUATION FORMULA / PRICE SCHEDULE

Name of Work: Hiring of Light Commercial Vehicles for the O/o Directorate General of Shipping, MoS, Mumbai (Maharashtra).

Contract No: 11- Admn(4)/2019-SCM

Sl. No.	Item Description	Quantity	Units	RATE in INR inclusive of all taxes & Duties (after discount, if any) In Figures To be entered by the Bidder Rs. P
1	3 AC Vehicles (Ciaz , basic model or equivalent)			
1.01	Hiring Charges for 2600 Kms per month and 12 Hours per day (P) per car	1	Monthly Hiring	Rs. ----- P
1.02	Charges per Km beyond 2600 Kms per month (Q) per car	300	Km	Rs. ----- Q
1.03	Charges per Hour for duty performed beyond 12 Hours per day/overtime(R) per Car	10	Hrs	Rs. ----- R
1.04	Charges per Night Halt (S) per car	1	Nos	Rs. ----- S
Total Evaluated Cost = Rs.(P+300Q+10R+S)				

NOTE: The above table/quantities are only for the purpose of evaluation of the tender. However claim/payments will be as per actual service rendered by the contractor.

Dated thisday of ----- 20--.

(.....)

Signature

of.....

in capacity of.....

(Duly authorized to sign the bid for and on behalf of)

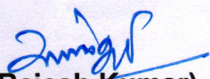
CORRIGENDUM-1

No. 11- Admn (4)/2019-SCM

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Time schedule for e-Bid

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Clarification End Date/Time	1820 Hrs of 13.01.2020
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Bid Submission End Date/Time	1500 Hrs of 29.01.2020
Last Date & Time for physical submission of original DD/Banker's Cheque/Pay order towards EMD or attested copy of NSIC/MSME certificate for exemption of EMD	1600 Hrs of 03.02.2020
Date/Time of opening of Techno-commercial Bid	1700 Hrs of 30.01.2020


(Rajesh Kumar)

Asstt. Director General of Shipping

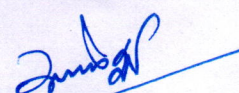
CORRIGENDUM-2

No. 11- Admn (4)/2019-SCM

e-Tender enquiry of the service providers for supply of 3 Nos. of Vehicles (Maruti Suzuki Ciaz or equivalent) for the operational use in this Directorate– reg.

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Clarification End Date/Time	1820 Hrs of 13.01.2020
Bid Submission Start Date/Time	1200 Hrs of 16.01.2020
Bid Submission End Date/Time	1500 Hrs of 05.02.2020
Last Date & Time for physical submission of original DD/Banker's Cheque/Pay order towards EMD or attested copy of NSIC/MSME certificate for exemption of EMD	1600 Hrs of 10.02.2020
Date/Time of opening of Techno-commercial Bid	1700 Hrs of 06.02.2020


(Rajesh Kumar)
Asstt. Director General of Shipping