

TENDER NO: D-26017/1/2007-TAMP/415[Vol. V]

TARIFF AUTHORITY FOR MAJOR PORTS
(Autonomous Body under Government of India, Ministry of Shipping)
4th Floor, Bhandar Bhavan, Muzawar Pakhaddi Road,
Mazgaon, Mumbai - 400 010

Mumbai, the 28th November, 2016

**INVITATION FOR TENDER INQUIRY FOR HIRING OF TAXI FOR TARIFF
AUTHORITY FOR MAJOR PORTS, MAZGAON, MUMBAI FOR A PERIOD OF THREE
YEARS FROM REPUTED AGENCY / ESTABLISHED TAXI OPERATORS/
INDIVIDUALS.**

Tariff Authority for Major Ports, Mumbai invites sealed tenders from reputed Agency/Established Taxi operators/individuals for supply of Taxi (Maruti Swift Dzire or equivalent model) make of 2014 onwards model with the trained driver for a period of three years.

Schedule of Tender

- Tender No: D-26017/1/2007-TAMP/415[Vol.V] dated 28.11.2016.
- Last date and time of sale of tender document :- 14.12.2016 up to 17.30 hrs.
- Last date and time of receipt of tender :- 15.12.2016 up to 15.00 hrs.
- Date and time of opening of Technical Bid : 15.12.2016 at 15.30 hrs.
- Date and time of opening of Financial Bid : 20.12.2016 at 15.00 hrs.
- Tender Forms can be freely down loaded from the Authority's website.
- Amount of Earnest Money deposit ₹5,000 (Five Thousand Only) by way of cheque / DD.

**Venue :- Tariff Authority for Major Ports, Bhandar Bhavan, 4th Floor,
Muzawar Pakhadi Road, Mazgaon, Mumbai – 400 010.**

(D.S. Bhople)
Administrative Officer

General Terms and Conditions

1. **PARTIES:** The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Tariff Authority for Major Ports (TAMP), Mumbai.
2. **Addressees:** For all purposes of the Contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by Registered post with acknowledgement due to the Tariff Authority for Major Ports. The Contractor shall be solely responsible for the consequence of any omission or error to notify change of address in the aforesaid manner.
3. **Earnest Money:-**
 - 3.1. Earnest Money of **₹5,000/- (Rupees Five Thousand only)** must be deposited by bidders in the form of Demand Draft / Cheque payable in favour of along with the tender documents.
 - 3.2. No request for transfer of any previous deposit of Earnest Money or Security Deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.
 - 3.3. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of Earnest money will be forfeited.
 - 3.4. The tenders without Earnest Money Deposit will be summarily rejected.
 - 3.5. No claim shall be against the Tariff Authority for Major Ports in respect of erosion in the value or interest on the amount of Earnest money deposit or security.

4. Preparation and Submission of Tender:

The Tender should be submitted in two parts namely **Technical Bid** along with the Earnest Money Deposit (in form given in Annexure – III) and **Financial Bid** (in form given in Annexure – IV) and each should be kept in separate sealed covers. Both the bids should be kept in another sealed cover addressed to the undersigned. The outer envelope should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be superscribed with Tender Number, subject of Tender, whether the envelope is containing “Technical Bid” or “Financial Bid” and date of opening of tender.

5. Signing of Tender:

The individual signing the tender or other documents connected with contract must specify whether he signs as:-

- (a). “Sole Proprietor” of the concern or constituted attorney of such Sole Proprietor.
- (b). A partner of the firm, (in case be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c). Director or Principal Officer duly authorized by the Board or Directors of the Company, if it is a Company.

N.B.

- (i). In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate or registration of firm should also be enclosed along with the tender.

- (ii). In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- (iii). A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Tariff Authority for Major Ports without prejudice may cancel the contract and hold the signatory liable for all costs, consequences and damages under the Civil and Criminal remedies available.
- (iv). The tenderer should sign and affix his/ his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the tender will be deemed as a contract and no separate formal contract will be drawn. No page should be removed/detached from this notice inviting tender.

6. Technical Bid:

The Technical Bid should be submitted in form given in Annexure – III along with following documents:-

- (i). Demand Draft in favour of “Tariff Authority for Major Ports” payable in Mumbai towards Earnest Money deposit of **₹5,000/- (Rupees Five thousand only)**.
- (ii). Select list of major customers (Central Govt/State Govt/PSUs) to whom services of taxis provided during the last three years may be given on separate sheet.
- (iii). Copy of Terms & Condition duly signed by the contractor on each page.
- (iv). A copy of Registration No, Taxi permit & Insurance of the Vehicle.
- (v). Income Tax PAN No.

and any other information sought for in last section of **Annexure - II**.

7. Financial Bid:

7.1. The Financial Bid should be submitted in form given in **Annexure – IV** in a separate sealed cover kept inside the main cover.

7.2. The price quoted shall be firm and final.

7.3. The Financial Bids of the Tenderers short listed after evaluation of Technical Bids only will be opened on a specified date and time to be intimated to the respective tenderer. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.

7.4. Nothing extra will be paid towards taxes if tax rates are increased during the currency of contract. However, benefit of reduction in taxes will be passed on to TAMP.

7.5. Terms of payment as stated in the Tender Document shall be final.

7.6. At the time of payment of bills, the Income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. The Technical Bid and financial bid must be submitted in separate sealed envelope. Envelope should be clearly superscripted “Technical bid for Hiring of Taxi” and “Financial Bid for “Hiring of Taxi respectively. Both bids i.e. technical and financial bid will be kept together in a single sealed cover superscribing tender for hiring of AC taxi addressed to the **Administrative Officer, Tariff Authority for Major Ports, Muzawar Pakhadi Road, Mazgaon, Mumbai – 400 010.**

9. Validity of the Bids:

The bids shall be valid for a period of three years from the date of acceptance of the tender. This has to be so specified by the Tenderer in the Technical Bid.

10. Opening of Tender:

The Tenderer is at liberty either himself or authorized not more than one representative to be present at the time of opening of the Tender. The representative attending the opening of the Tender on behalf of the Tenderer should bring with him a letter of authority from the tenderer and proof of identification.

11. Criteria for Evaluation of Tenders:

The evaluation of the tenders will be made first on the basis of Technical Information furnished in form given in Annexure–III and then on the basis of Commercial information furnished in form given in Annexure – IV. The Financial Bid (Annexure – IV) of such firms found valid based on technical parameters (as per Annexure – III) will be opened on the date, time and venue to be announced after opening of the Technical Bid. It must be kept in view that no decision will be given by the Tender Evaluation Committee or any inference drawn during the meeting of this Committee by the tenderers or their representatives. Any views formed will be their own view and the Tariff Authority for Major Ports will not be responsible and abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any specific terms and conditions of the contract given in Annexure – II of this tender document.

12. Right of Acceptance:

- 12.1. The Tariff Authority for Major Ports reserves all rights to reject any tender including of those tenderers who failed to comply with the instructions without assigning any reason whatsoever and is not bound to accept the lowest or any specific tender. The decision of the Authority in this regard shall be final and binding.

12.2. Any failure on the part of the Contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the Contractor's quotation.

13. Communication of Acceptance:

Successful Tenderer will be informed of the acceptance of his tender.

14. Security Deposit:

14.1. The Earnest Money Deposit of **₹5,000/- (Rupees Five Thousand only)** paid by the successful tenderer will be converted into Security Deposit automatically and will be retained for the full duration of the contract. No interest will be payable on the Security Deposit amount converted as Security Deposit for performance of the contract.

14.2. The security amount can be forfeited by Tariff Authority for Major Ports in the event of any breach or negligence or non – observance of any condition of Contract or for unsatisfactory performance or for non – acceptance of the work order. On expiry of the Contract, such portion of the said Security Deposit amount as may be considered by the Authority sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be deducted from the Security Deposit.

15. Penalty:

(a). In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of taxi from the market in the event of Contractor failed to provide requisitioned taxis or not providing taxis, Tariff Authority for Major Ports shall make deductions as deemed suitable but not less than double of the one day rate computed on the basis of fixed monthly amount or as specified in the Contract from the bill preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded of him to be paid within seven days to the credit of the Authority.

- (b). The powers of the Tariff Authority for Major Ports under these conditions shall in no way alter or prejudice the powers in certain events to terminate the contract vested in him as herein provided from forfeiture of security deposit mentioned under Clause 14 above.

16. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by this Department in that event and the Security Deposit shall also stand forfeited.

17. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having obtaining permission in writing from Tariff Authority for Major Ports and he has liberty to refuse.

- 18.** The tender is not transferable. Only one tender shall be submitted by one tenderer.

19. Terms of Payment:

- 19.1. No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.

- 19.2. The Contractor shall submit the bill at each stage/ in the first week of following month in respect of previous month (in case of monthly payments) for sanction and payment of bill.

- 19.3. All payments shall be made by cheque only.

- 19.4. The Tariff Authority for Major Ports shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

19.5. The term “payment” mentioned in this para includes all types of payment due to the Contractor arising on account of this Contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

19.6. Payments will be made as per schedule of payments stated in Clause No.11 of Annexure – II.

20. Arbitration:

If any difference arises in this Agreement or its interpretation on the payment to be made there under, the decision of Chairman of this Authority shall be final and binding on both the parties.

All disputes are subject to Hon'ble Court jurisdiction of Mumbai.

(D.S. Bhole)
Administrative Officer,
Tariff Authority for Major Ports,
Muzawar Pakhadi Road,
Mazgaon, Mumbai-400 010.

Terms and Conditions specific to the contract:

1. The Taxis will be required by Tariff Authority for Major Ports for office use. Taxi can be used around 10 to 12 hours daily.
2. The contract will be valid for three years from the date of acceptance of tender. However the same may be extended for a maximum period of further one year, on the same rates terms and conditions.
3. The detail of Taxi along with photo copies of registration certificate and copy of original purchase voucher/delivery note should accompany the Technical bid of the Tender.
4. Taxi to be provided by the Contractor should be in perfect working condition and suitable for use of Senior Officers of the Authority.
5. Only such Taxi Operators may apply whose Taxis have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/ Garage/ Stands from where such taxis are to operate and can be requisitioned by office.
6. The Tender Evaluation Committee will inspect the vehicle of those tenderers whose technical bids found as per norms. The financial bid will be opened only of those tenderer whose technical bids and vehicle are found as per norms.
7. In case of breach of any terms and condition of this tender or contractor failing to provide required Vehicle within the time, the security deposit will be forfeited and contract may be cancelled.
8. The amount of security deposit will be refunded to the contractor after three months of successful completion of the contract.
9. The requirement of the vehicles will be conveyed to the contractor on phone/fax or in writing whichever is feasible. The contractor will bound to

- provide the required vehicle as and when required by this office on a short notice.
10. The contractor should be in a position to supply the vehicle on the day of signing of the agreement.
 11. Only reputed agencies/ individuals that have their own vehicle of 2014 onwards make of model are eligible. The vehicle should be in excellent running condition.
 12. The payment of bills will be made on monthly basis on receipt of the bill from the contractor alongwith duty slip duly signed by the official of this Authority.
 13. The vehicle supplied on hire basis will be driven by the driver of owner at his own risk and cost. The Tariff Authority for Major Ports will be liable to pay only hire charges of vehicle.
 14. The contractor should clearly understand that the vehicle tendered for hiring to the Tariff Authority for Major Ports should be free from attachment of Court and Pledge; Tariff Authority for Major Ports will not be responsible for its maintenance and consumables, which will be borne by the owner himself.
 15. No any extra, charges of maintenance and Diesel/Petrol/Lubricants and consumables will be borne by the Tariff Authority for Major Ports. The octroi charges if any will be borne by the owner of the vehicle. The vehicle should be petrol/diesel driven.
 16. In case of the failure of vehicle at any station during visit (local or out station visit) the contractor will be responsible to collect his vehicle and officer on tour at his own risk and cost for which Tariff Authority for Major Ports will not be responsible to pay in addition to hire charges.

17. A fine of **₹1,000/- per day** will be charged in addition to the penalty mentioned in clause 15 of General terms and conditions of Annexure-I in case the contractor fails to supply the vehicle on any day it is demanded.
18. The rate of air-conditioned vehicle only should be quoted.
19. The vehicle is required to be hired along with driver. The driver should not have a past criminal record and should be in possession of valid driving license to driver appropriate class of vehicle.
20. The driver must be well behaved, neatly turned out properly shaven (or with neatly kept beards). They should wear shoes or sandals and not chappals.
21. The driver should wear a uniform like Safari Suit to be provided by the vehicle provider. The colour of uniform should be white or khaki (However a different colour and design could be prescribed by Tariff Authority for Major Ports). The uniform should always be clean and properly ironed.
22. The driver should be provided a mobile telephone connection by the vehicle provider so that the driver may be contacted by the officers whenever required.
23. A log book will be maintained by the Driver for total mileage of the month.
24. Meter reading will start/ terminate from office premises to office premises.
25. The seats of taxi/vehicle should be covered with white seat cover and the same should be neat and clean and seat covers will have to be provided and kept dry cleaned by the vehicle provider.
26. The registration, road tax payment, insurance and other documentation/statutory requirement of the vehicles should be upto date.

ANNEXURE – III

TECHNICAL INFORMATIONS AND UNDERTAKING

Sub: Notice Inviting Tender “For Hiring Petrol/ Diesel driven Taxi” (_____ - AC)

1.	Name of the Tenderer/ Firm Concerned	:	
2.	Address (with Telephone No.)	:	
3.	Address and Telephone Number of the Garage	:	
	(i).	:	
	(ii).	:	
4.	Nature of the concern (i.e., Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization)	:	
5.	Registration Number of Tenderer of Trade Tax	:	
6.	PAN Number of Tenderer/ Concern (A copy should be attached)	:	
7.	Details of Earnest Money Deposit	:	D.D. No.: Dated: Drawn on: For ₹.
8.	Registration No. of Taxi together with make (Photocopies of registration book should be attached)	:	
9.	Whether each page of tender and its Annexure have been signed and Stamped	:	(Yes / No)
10.	Any other information important in the opinion of the tenderer.		

Dated:

(Signature of Tenderer with stamp of the firm)

UNDERTAKING

1. I / we undertake that I/ We have carefully studied all the terms and conditions and understood the parameters of the proposed work of Tariff Authority for Major Ports and shall abide by these terms and conditions.
2. I / We undertake that I / We have understood “General Terms and conditions and conditions specific to the contract” mentioned in the Tender No. _____ and shall conduct the work strictly as per these “General Terms and conditions and conditions specific to the contract” for conducting the work.
3. I / We also undertake that I/ We have understood “General Terms and conditions and conditions specific to the contract’
4. I / We also undertake that I/ We have understood “General Terms and conditions and Terms and conditions specific to the contract” mentioned in the Tender No. _____ and shall conduct the work strictly as per these “General Terms and conditions and Terms and conditions specific to the contract” for conducting the Work.
5. I/ We further undertake that the information given in this tender are true and correct in all respects and we hold the responsibility for the same.

Dated:

(Signature of Tenderer with stamp of the firm)

FINANCIAL BID

Sub: Notice Inviting Tender for Hiring of Vehicle (AC Taxi)

1. Name, address and telephone no. of the tenderer :
2. Permanent Account No. :
3. Name and address of the Proprietor/:
4. Service Tax Registration No. :
Partners/Directors and their PAN nos.
5. Rate Chart per vehicle (Exclusive of Service Tax) :

Sr. No.	Description	Rate in Words & Figures
1.	_____ Model AC Car for 2,400 K.M. & 240 hours per month.	₹
2.	Rate per Extra Kilometers beyond 2400 kms per month	₹
3.	Rate per Extra Hours beyond 240 hours per month	₹
4.	Extra charges for duty on Sundays (usage kilometers on Sunday will be included in the monthly fixed kms of 2400 kms for the purpose of total monthly usage)	₹

Dated:

(Signature of Tenderer with stamp of the firm)

TENDER DETAILS

Central Govt. Ministry/ Department	Ministry of Shipping
Name of the Tendering Organization	Tariff Authority for Major Ports, Mumbai
Type of Organization	Autonomous Organsation
Tender Title	Supply of Vehicle on Hire.
Tender Ref. No.	D-26017/1/2007-TAMP/415[Vol.V] Dated : 30th September, 2016
Product Category	AC Taxi
Tender Value	₹ 40,000/- p.m.
EMD	₹5,000/- (Five thousand only)
Tender Document Cost	Nil
Tender Type	Two Bids
Enter Location	O/O the Tariff Authority for Major Ports, Mumbai
Announcement Date	28.11.2016
Last date of Document Collection	14.12.2016 upto 17.30 hrs
Last date of Submission	15.12.2016 up to 15.00 hrs
Opening date	15.12.2016 at 15.30 hrs
Work Description	Supply of AC Vehicle (Maruti Swift Dezire or equivalent model of 2014 onwards making).
Pre-Qualification	Tenderer having experience of similar work
Sector	Port Sector Regulatory Authority
State	Maharashtra