

TENDER NOTICE: 12/2018

“AWARD OF LICENSE TO MANAGE, MAINTAIN AND OPERATE ‘PAY AND PARKING AREA NO. 1 DEDICATEDLY FOR PARKING LMV VEHICLES (4 WHEELER, CAR, & MOTORCYCLE) FOR A PERIOD OF 09 MONTHS”.

The Commissioner of Customs (General), Zone II, Jawaharlal Nehru Custom House, Nhava- Sheva Tal: Uran, Distt. Raigad, (Maharashtra)-400707, herein after referred to as ‘the JNCH’, invites online e-Tenders from the reputed service providers/ contractors, herein after referred to as ‘The Service Providers’, to manage, maintain and operate ‘Pay And Parking Area No. 1’ dedicatedly for parking LMV vehicles (4 wheeler, car, & motorcycle) initially for a period of nine months in two-bid system (Technical & Financial) having a minimum of one year experience in this field.

1. Application form: Annexure-A
2. Scope of the work: Annexure-B
3. Prequalification conditions: Annexure-C
4. Terms and conditions: Annexure-D
5. Format of Technical bid: Annexure-E
6. General instructions: Annexure-F
7. Format of Financial bid: Annexure-G

Date:

From

To
The Commissioner of Customs (General)
Jawaharlal Nehru Custom House
Nhava-Sheva, Uran,
Raigad, Maharashtra – 400 707

Sub: Tender for contract to manage, maintain and operate 'Pay And Parking Area No. 1' dedicatedly for parking LMV vehicles (4 wheeler, car, & motorcycle) for a period of nine months.

**Ref: 1) Your tender Notice No.....Dated.....
2) EMD-DD No.....
Date.....for Rs.....**

I/we have read the contents of the terms and conditions mentioned in your tender schedule and its enclosures and agree to abide by the same.

I/We quote the rate inclusive of all taxes.

I/We will not claim any extra charges other than the price quoted.

Yours faithfully

(Signature and stamp of the tenderer,
State legal status, Whether Prop.,Partner,
Registered firm, Company etc.)

SCOPE OF THE WORK:

Under the proposed license arrangements, the Licensee shall manage and operate Parking lot meant for LMV vehicles (4 Wheeler, Car, & Motorcycle) i.e. Parking No. 1.

The Licensee shall render the following services at this parking lot: -

Parking Area: (near existing liquid tank farm complex opposite PUB/JNCH in JNPT area is admeasuring 20,660.64 sq. mtrs). The Licensee shall render the following services at this parking lot: -

- i) The license shall be granted for a period of nine months commencing from the date of handing over the licensed premises to the licensee by the Licensor.
- ii) Regulate parking and movement of LMV vehicles (4 Wheeler, Car, & Motorcycle) in an efficient and organized manner.
- iii) Provide proper sign boards including the locations of parking lots and charges for parking etc.
- iv) The services for parking shall be provided on 24 hours basis.
- v) The parking lots within the demarcated area handed over to the Licensee shall be always maintained in neat and clean condition. Debris/garbage collected on regular and continuous basis shall be disposed of in an environmentally safe manner on day to day basis.
- vi) Provide adequate personnel for regulating, issuing of token and collecting parking charges and recording the entry and exit of vehicles.
- vii) Provide necessary cabins at the entry point with barriers.
- viii) Provide drinking water facility at all the parking lots.
- ix) Provide common user facilities to the Trade.
- x) Provide facilities for emergency repairs of the vehicles and manning punctures etc.
- xi) Any modification in the Licensed / premises, prior permission of "The Commissioner of Customs (General), JNCH" is required.
- xii) Providing basic amenities such as facilities of toilet/bath may be provided and the same shall be maintained with proper hygiene.

PREQUALIFICATION CONDITION:

1. The Bidder should have minimum experience of one year in managing and maintaining Pay and Park areas. Proof of same shall be attached.
2. The Bidder should have filed IT returns for the last 3 years. Attested copies of Income Tax returns for the assessment year 2015-16, 2016-17 and 2017-18 shall be submitted along with the bid.
3. Attested copy of PAN & GST Registration No. should be submitted.
4. The Bidder should submit the certified copies of necessary licenses and registration documents along with the certificate of performance from their past / present serving clients.
5. Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) in way of Demand Draft, in favour of 'The Commissioner of Customs (General), JNCH' should be sent by post/ by hand superscripting the envelope with tender Id No. and due date on or before the last date of bid submission to this office. Tenders received without requisite Earnest Money will be rejected out rightly. EMD exemptions will be as per Central govt. rulings.

GENERAL CONDITION OF LICENSE: -

D.1 Definitions and General Notes

“Licensor” means “Commissioner of Customs (General), Jawaharlal Nehru Custom house, Nhava Sheva”.

“Licensee” means the tenderer who after evaluation of the tenders received for the grant of license is declared suitable for and pursuant to that awarded the license on the terms and conditions outlined in the “Tender Document”.

“Leave & License” means an authorization by the “Licensor” to the **licensee”**.

“Financial Bid”: The Prospective Bidder has to give undertaking in **Annexure-G**. The successful tenderer will have to pay a monthly rent in advance before 07th date of every month.

Notes : -

- i) In these conditions and everywhere in the tender document expressions in singular may in the appropriate context include plural and vice-versa.
- ii) Headings are only for reference guidance.

D.2 Information about premises proposed to be licensed:-

The boundaries of the parking lot shall have to be marked by the Licensee and shall be maintained during the contract period to make it suitable for safe parking of the vehicles.

D.3 LICENSEE'S OBLIGATIONS UNDER THE LICENSE:

The licensee's obligation shall be as under:-

D.3.1 To accept License on the terms and conditions contained herein;

D.3.2 To operate, manage, maintain and improve upon the licensed premises in accordance with these conditions.

D.3.3 To save and except as otherwise provided in these conditions, accept all risks in respect to the “License”.

D.3.4 Save as expressly provided herein, not to assign the license in favour of any third party.

D.3.5 To comply with, observe and perform all the duties, obligations, responsibilities and liabilities which are required to be complied with, observed and performed under these conditions.

D.3.6 To peacefully handover the licensed premises in good condition to “Licensor” on expiry of the license period in accordance with the provision of these conditions.

D.3.7 To provide common user facilities.

D.3.8 Customs Staff vehicles bearing parking stickers will be parked on preference, and without any charges.

D.4.1 License Period:

The license shall be granted for a period of nine months i.e. from 01.06.2018 to 28.02.2019.

D.4.2 Use of Licensed Premises (Parking Lot): -

D.4.2.1 The Licensed premises shall not be put to the any purpose other than for managing, maintaining and operating the facility of 'Parking Area No 1'.

D.4.2.2 In case of emergency/strike/any other Port requirement the parking will be used by the Commissioner of Customs (G) for regulating traffic/Port operations.

D.5 Improvements of the Licensed Premises: -

D.5.1 The Licensed Premises shall be handed over to the licensee in its present condition on "as is where is, basis" and the Licensee shall at its own cost, charges and expenses improve the same to use it as Parking lot.

D.6 Modifications to the licensed premises shall be carried out only with the written approval of Licensor.

D.7 The Ownership of the Licensed Premises: -

The ownership of the licensed premises shall always and at all time vest and deemed to vest in Licensor.

D.8 Assignment and subletting: -

The Licensed Premises shall not be transferred by the Licensee to any third party either by way of sub-license, assignment, rent or any other means.

D.9 Safety and Security Requirements: -

The Licensee shall ensure complete safety to the Port property and users of the licensed premises in all respect.

D.10 Environmental measures: -

The Licensee shall ensure that all the time the Licensed Premises and the surrounding area is kept in neat and tidy condition and no pollution to the existing environment is ever caused.

D.11 Utilities: -

Electrical power shall be supplied to the licensed premises by JNPT on payment basis as per the rate notified in the tariff of the Port from time to time. The Licensee shall install duly tested electricity meter to monitor the consumption of the electricity. Licensee should have to pay water charges as applicable from time to time. The Port shall be raising the bills for water and electricity consumed by the Licensee. The bills must be paid within 10 (Ten) days from the date of its issue.

D.12 Access to Licensor's Representative for Inspection:-

At all times the Licensee shall allow full access to the authorized representative of Licensor to inspect the licensed premises.

D.13 Obligation to obtain all statutory clearances, permissions: -

The Licensee shall at its own cost obtain and maintain all valid statutory clearances and permissions as may be required by laws for running any facility is permitted.

D.14 Taxes, levies etc. :-

The Licensee shall meet all legal and fiscal obligations and shall pay all lawful taxes, assessments or charges which may be levied by any tax assessment levying agencies, including GST, corporate tax or any other taxes or charges levied from time to time by any Government Authority.

D.15 Labour Regulations: -

The Licensee shall comply with the requirements of minimum wages, rule and regulation in respect of its workmen and employees as may be applicable from time to time.

D.16 Repair and Maintenance to the Licensed Premises: -

The Licensee shall promptly repair all damages, defects at the Licensed Premises at his own cost during the Licensed Periods.

D.17 Insurance, etc. :-

D.17.1 The Licensee shall take out all necessary insurance covers as required by the law and ensure that these are valid throughout the License period.

D.17.2 The Licensee shall indemnify and protect and hold harmless the Licensor from and against all suits, actions, claims, demands, damages, losses, expenses and other kind of descriptions to which Licensee may be subjected by the reason of injury to the person or property during the use of the Licensed Premises by the Licensee.

D.18 No Nuisance/Annoyance to others: -

The Licensee shall not indulge or allow anybody else to indulge in anything, which may be or become or occur to be danger, nuisance or annoyance to the port or any other agency in the vicinity of the licensed premises.

D.19 Liability to the Persons at Licensed Premises: -

The Licensor shall not be liable to the Licensee's employees, patrons, customers, visitors or any person(s) or any damages to the person(s) or property causes by any act of omission, negligence, or for non-compliance with any statutory requirement of the Union, State Government by the Licensee or its agents, employees, assignee.

D.20 Earlier Termination:

The License is awarded by the Licensor to the Licensee upon the condition that the Licensee shall perform each and every term and condition set-forth in the terms and conditions of the License. In case of violation of any of such condition by the Licensee, Licensor shall after giving 15 days notice may terminate the license.

D.21 No compensation on expiry of License Period: -

No compensation whatsoever shall be payable by the Licensor to the licensee on the expiry of the leave & license period.

D.22 Cumulative remedies: -

The exercise of right by either Party to terminate this agreement, as provided herein, shall not preclude either Party from availing or exhausting any other remedies that may be available to it under law. All remedies available to either parties, shall be cumulative and the exercise of, or failure to exercise, one or more remedies by either party shall not limit or preclude the exercise of, or constitute a waiver of, other remedies by either party.

D.23 Law: -

License shall be subject to all the prevailing laws of the India.

D.24 Financial Offer:

D.24.1 The selected operator will be entitled to charge the waiting LMV vehicles (4 Wheeler, Car, & Motorcycle) as per the rate specified in the financial proposal.

D.24.2 The bidder will be selected based on the highest quote on lump-sum basis per year in the Financial bidding.

D.25 Electricity and water charges: -

D.25.1 The licensee shall have to pay illumination charges as applicable & electricity charges for other utilities also.

D.25.2 The licensee will also have to pay the water charges based on actual consumption as per notified tariff.

D.25.3 Licensee has to install the water meter & energy/electricity meter for measuring water and energy/electricity consumption at his own cost.

D.26 Security Deposit: -

The licensee shall deposit an amount equivalent to 2 months rent for licensed premises payable by the licensee to the licensor after awarding of the contract as 'Security Deposit' in the form of Bank Guarantee. This amount shall bear no interest. It shall be refundable to the licensee after a period of 90 days on expiry of the contract after deducting any amount as the Licensor may decide to be reasonable for any of the lapses by the licensee.

D.27 Amendment: -

The conditions of license may be amended only with written mutual agreement between the Licensee and the Licensor.

D.28 Illegality: -

If for any reason whatsoever any provision and condition is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the license period, such provision shall be fully separable and this license shall be considered as if such void or illegal or invalid provision had ever comprised part of the license condition and the remaining provision of the License shall remain in full force and effect and shall not be effected by the such illegal or invalid provision or by its severance from this agreement.

D.29 Peaceful possession of licensed premises on expiry of license period or on termination of license:-

The licensee shall remove all the modifications or structures made by the licensee in the licensed premises on the expiry of license period or on termination of the

license and hand over the peaceful vacant possession of the licensed premises to the Licensor in the same condition as it was at the time, when Licensor handed over the possession to the Licensee. The Licensor shall not consider renewal of license, on the ground that the licensee has made investment in the modification of the licensed premises.

D.30 For any clarification, site inspection etc., bidders may contact Superintendents of Customs (Preventive), CHS Office, 1st floor, C Wing of this Custom House on any working day between 10.00 am to 05.00 pm or the bidder can contact on phone no. **022-27244903**.

D.31 Last date and time for accepting tender will be **21.05.2018 at 11:00 Hrs.** and the tenders will be opened in the presence of the Tender Committee. While the dates for bid opening are as below:

- Opening of the Bids –
- Technical Bid - **23.05.2018** at **15:00** hrs.
- Financial Bid - **25.05.2018** at **15:00** hrs.

PART-I

FORMAT FOR TECHNICAL BID

Sr. No.	Particulars	Details
1	Name of "The Service Provider"	
	Full address of the Service Provider	
	Telephone no.	
	Fax No.	
	Email:	
	Information about Company's infrastructure.	
2	Work experience certificate in "Pay and Park" Service.	
3	Bank details with MICR & IFSC code (submit mandate form for ECS payment).	
4	PAN.	
5	GST Registration No.	
6	Income Tax returns for the assessment year 2015-16, 2016-17 and 2017-18.	
7	Black listed by any PSU banks/Govt. organizations. (Self-certification to be provided).	Yes/No
8	EMD Details.	

- Note:** 1. Attested Photo copies of above for proof should be attached.
2. Original copies should be provided at the time of opening tender.

PART-II

-DECLARATION-

1. I Son / Daughter /Wife of Shri
Proprietor / Partner / Director / authorized signatory of competent to
sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide to them;
3. The information / documents furnished along with the above application are true and
authentic 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;
4. 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.

Signature of authorized person

Name & Seal

Date:

GENERAL INSTRUCTIONS:

- The bidder will submit bids online only through www.eprocure.gov.in under department name "Revenue Department". All relevant documents should be attached with bid.
- EMD (Earnest Money Deposit): – The tenders should be submitted with a Demand Draft of **Rs. 10,000/- (Rupees Ten thousand only)** in the name of "RBI A/c of The Commissioner of Customs (General), JNCH".
- PG (Performance Guarantee): – The successful bidder should submit an amount equivalent to 2 months rent for licensed premises payable by the licensee to the licensor after awarding of the contract, in form of Bank Guarantee valid till Ninety days (90 days) beyond the expiry of contract. The bank guarantee should be issued from Nationalized Bank, in the name of "The Commissioner of Customs (General), JNCH" with Auto-renewal Clause.
- The bidder should fulfill prequalification conditions of the tender.
- The bidder should submit all the documents attested by authorized person with the quotation.
- The technical bid will be opened first in the presence of the Tender Committee Members and bidders. Financial bids of only technically qualified bidder shall be opened in the presence of the Tender Committee Members and bidders. The bidders, if they wish, may remain present.
- For any clarification/ inspection of the site, etc. the interested parties may contact the Superintendent of Customs, CHS Office, 1st Floor, 'C' Wing of this Custom House on any working day between 11:00 AM to 5:00 PM, either personally or on Tel- 02227244903.
- Tender document is available on web site <http://www.jawaharcustoms.gov.in/>, www.eprocure.gov.in and www.cbec.gov.in.
- Last date and time for accepting bids: **21.05.2018** up to **11:00** hrs.
- Opening of the Bids –
 - Technical Bid - **23.05.2018** at **15:00** hrs.
 - Financial Bid - **25.05.2018** at **15:00** hrs.

Sd/-
(CPS CHAUHAN)
Dy. Commissioner of Customs
CHS, JNCH

Copy to:

1. EDI, JNCH for uploading on website of JNCH.
2. Notice Board.

From: -

To: -

Sub.:AWARD OF LICENSE TO MANAGE, MAINTAIN AND OPERATE 'PAY AND PARKING AREA NO. 1 DEDICATEDLY FOR PARKING LMV VEHICLES (4 WHEELER, CAR, & MOTORCYCLE) FOR ONE YEAR : - REG

I / We have perused the Proposal Document for subject assignment containing as per scope of work and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the 'Proposal Document'.

2. I/We hereby agree that we will not charge the parking rate above the charges as mentioned below from the visitors for using the services in our license premises:

Parking duration (in Hrs.)	Parking charges for Motorcycle (in Rs.)	Parking charges for Car /LMV (in Rs.)
From 0-02 hours stay	10/-	20/-
From 02:01 hours-04 hours stay	20/-	40/-
From 04:01 hours-08 hours stay	40/-	80/-
Between 08:01 to 24 hours	100/-	200/-

2. The bidder will pay "License charges" as mentioned below to "The Commissioner of Customs (General)" in view of the right to use the land for parking purposes granted by the Licensor to The licensee.
3. Our price offer is exclusive of GST but inclusive of all incidental overheads, all taxes incidental, and all other items involving expenditure of execution of these assignments covering scope as stipulated in the proposal document as per scope of work.

The above charges inclusive of applicable taxes.

This offer is valid for a period of 120 days from the date of opening of financial proposal.

Contd-----1

Sr. no	Description	Rate should be quoted lump sum basis per year for said parking area and payment will be made proportionately on monthly basis to The Commissioner of Customs (General), JNCH in advance.
		In Figure (yearly): - Rs.
1	<u>AWARD OF LICENSE TO MANAGE, MAINTAIN AND OPERATE 'PAY AND PARKING AREA NO. 1 DEDICATEDLY FOR PARKING LMV VEHICLES (4 WHEELER, CAR, & MOTORCYCLE) FOR A PERIOD OF NINE MONTHS (Area 20660.64 sq.mtr.)</u>	In Word (yearly): - Rs.....

NOTE:

- a) These charges are exclusive of GST, or if any, payable by licensee and the responsibility to pay these charges lies with the Licensee only.
- b) Payment will be made in advance within 07 days of beginning of the month.
- c) All the payment under this contract will be made only in Indian Rupees. The fees/price may be quoted in Indian Rupees only.
- d) In case of any discrepancy, the amount indicated in words shall only be considered.
- e) The water and electricity charges shall be applicable as per the prevailing notified tariff or as revised from time to time, based on meter reading & payable by licensee.

Signature _____

Name_____

Address_____

