



भारत सरकार  
Government of India

विशेष निदेशक का कार्यालय, पूर्वी क्षेत्र  
Office of the Special Director, Eastern Region  
प्रवर्तन निदेशालय/ENFORCEMENT DIRECTORATE

सी.जी.ओकॉम्प्लेक्स, तृतीयएम.एस.ओ. भवन, छठा तल, डी.एफ. ब्लॉक  
CGO Complex, 3<sup>rd</sup> MSO Building, 6<sup>th</sup> Floor, DF Block,  
साल्ट लेक, कोलकाता - 700064 Salt Lake, Kolkata - 700 064  
दूरभाष सं०/Tel.No.: 23219264, 23378343 फैक्स/Fax : 23378346:

E-mail: admn.kol-enforce@gov.in

दिनांक/DATED- 24.12.2020

फा. सं/F. NO. D-16/01/KOL/2019/2739

**NOTICE INVITING TENDERS IN TWO BIDS SYSTEM FOR HIRING OF OPERATIONAL VEHICLES FOR THE OFFICE OF THE ENFORCEMENT DIRECTORATE, KOLKATA.**

Sealed Tenders are invited for awarding the work to lowest bidder/ enlistment of service providers for hiring of operational vehicles along with drivers on monthly rental basis for the Office of the Special Director, Enforcement Directorate, Kolkata in two bids system (viz. Technical and Financial) from the interested Kolkata based Service Providers for providing vehicles as per requirement given in Table A.

2. The tender documents will be available for viewing / downloading on CPP portal i.e. <https://eprocure.gov.in/eprocure/app/> and departmental website of Enforcement Directorate i.e. <http://www.enforcementdirectorate.gov.in>.

**Important Dates**

Procedure of Bid	Dates
Bid Document Collection/Download Start Date& Time	01.01.2021 from 03:00 pm onwards
Bid Submission Start Date& Time	04.01.2021 from 11:00 am
Bid Submission End Date& Time	25.01.2021 at 05:00 pm
Date & Time of Opening of Technical Bid	27.01.2021 at 03.00 pm

3. Requirements of vehicles are as under -

**TABLE - A**

Sl No.	Description	Name of office for which vehicle to be hired	Type /Make of Vehicle	Requirement of vehicle (in No.'s)
1	Vehicle to be used up to 26 days every month subject to a maximum of 2000 Kms/month.	Enforcement Directorate, Kolkata	SUV and Sedan not more than three years old	Total 12 SUV/Sedans, out of which at least 6 SUVs

- Bid Submission:** Bids shall be submitted in physical copy at this office address during normal office hours. Bidders are advised to follow the instructions and note the Terms and conditions of this contract, mentioned below as per **Annexure -I** and General Terms and conditions mentioned as **annexure II**.
- While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents

shall be entertained. The parties to the Bid shall be the 'Bidders' ( to whom the work has been awarded ) and the Office of the Special Director, Eastern Region, Enforcement Directorate, Kolkata.

3. Bidders/Service providers shall submit their bid mandatorily for vehicles mentioned above. **Number of vehicles is indicative and may vary.** If all bidders are found quoting same rate, then other technical & financial key-factors shall be considered for awarding the bid(s). No partial evaluation shall be entertained. In case, the lowest bidder fails to provide services within the stipulated time or commits any other breach of contract, this office may opt services of the second lowest bidder.
4. Bids having quoted rates beyond the ceiling price shall not be considered for evaluation and liable to be rejected. Incomplete financial bids having blank/overwritten/whitened figures against rates may be summarily rejected.
5. **Period of Contract:** The contract will be for a period of one year from date of signing of contract with successful bidder(s) which may be extended mutually for further tenure on satisfactory performance. Directorate of Enforcement, Kolkata reserves the right to extend or reduce the period of time. It can terminate the contract in case of poor performance after giving one month prior notice.
6. The tender shall be submitted in **two parts viz. Technical bid and financial bid.** All the pages of bid being submitted must be duly filled and signed. All relevant papers should be sequentially numbered by the bidder irrespective of nature of content of the documents before submitting. The offers submitted by Telegram/Fax/email etc. shall not be considered. No correspondence will be entertained in this matter.
7. Earnest Money Deposit (EMD) or bid security of Rs. 1,20,000/- (Rs. One Lakh Twenty Thousand Only) shall be submitted by bidders as per numbers of vehicles bid for, in the form of Account Payee Demand Draft in favor of the **Drawing and Disbursing Officer, Enforcement Directorate, Kolkata.** The original instrument in respect of Earnest Money, must be submitted with Technical bid, failing of which bid shall be summarily rejected without further consideration.
8. The Bidder should have experience in the similar field of providing hired vehicles services in the Central Government's Ministries/Departments/Autonomous Bodies/PSUs/Organizations under Central Government for the last five years. Relevant proof in support shall be submitted.
9. The rate quoted should be for commercially registered vehicles only.
10. The bid forms and other details can be obtained from the CPPP Portal website <https://eprocure.gov.in/eprocure/app> department website <http://www.enforcementdirectorate.gov.in>.
11. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> department website <http://www.enforcementdirectorate.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 tempered/modified in any manner, tender will be summarily rejected and EMD would be forfeited and bidder is liable to be banned.

12. Bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> and department website <http://www.enforcementdirectorate.gov.in> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
13. Not more than one tender shall be submitted by bidders having business relationship among themselves. Under no circumstance will 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.
14. In the event of any of the above-mentioned date being subsequently declared as a holiday/closed day for this office, the tenders will be opened on the next working day at the scheduled time.
15. The Bidder should clarify any doubt/query. if any, from **Shri Jens Chhikara, Enforcement Officer, (Admin.)**, Enforcement Directorate, 6<sup>th</sup> Floor, 3<sup>rd</sup> MSO Building, DF Block, Salt Lake, Kolkata on any working day between 11.00 A.M. to 05:00 P.M.

*Shashi*  
*24/12/2020*  
( **SHASHI BHUSHAN** )  
ASSISTANT DIRECTOR  
ENFORCEMENT DIRECTORATE

F. No.  
Kolkata, the *24<sup>th</sup>* December, 2020.

**Copy to: -**

- ✓ 1. The Deputy Director (Admin), ED, HO, New Delhi with request to upload the same on the official website of this Directorate.
2. Notice Board of Enforcement Directorate, Kolkata.

**ANNEXURE-I**  
**TERMS & CONDITIONS OF THE TENDER**

Interested parties are requested to submit their bids mentioning therein the rates to be charged by them subject to the following conditions:-

- i) The Enforcement Directorate, Kolkata, shall be liable to pay the hiring charges only. Other liabilities like salary and allowances of the driver, his outstation stay, repair and maintenance of vehicle, insurance, petrol/diesel, oil and any other incidental expenses etc. shall be borne by the service provider.
- ii) The vehicle should be available at the disposal of the Department every day for 25-26 days in a month (including Saturdays, Sundays & holidays if required on call basis) for a time of 10 to 12 hrs per day. It will also be used to make outstation trips and can be called during odd hours, when required. During outstation trips, the vehicle should be available at all times with no restriction of hours. This office may hire/take services of vehicles on urgent works in addition to regular service.
- iii) As regard vehicle timing, the transport operator will not pass on the instructions directly to the driver concerned. All the instructions should be routed through the concerned authority of the Directorate of Enforcement, Kolkata.
- iv) The monthly hiring charges (exclusive of Goods and Services Tax) shall be on the basis of zero based mileage i.e. mileage starting/ending from/at the Office of the Enforcement Directorate, Kolkata, as the case may be. A log book / duty slip duly acknowledged by the user for maintaining reading of travelling distance (km.) on daily basis should be kept with driver and same may be verified by the dealing staff. The verified log records shall be submitted along with bills at the month end to this office.
- v) The vehicles offered for hiring should be registered as taxi and should not be registered before January, 2018. It should be in excellent running condition with proper exteriors and new interiors & upholstery. The service book of the vehicle may be inspected. The vehicle should comply with the norms of pollution control and obtains required certificate from time to time from competent authority under the period of contract.
- vi) On acceptance, particulars of drivers should be submitted to the office. The vehicle provider would deploy a well experienced driver with good eye sight and having a valid Driving License, for the hired vehicle.
- vii) Driver should be in proper uniform, well versed with Kolkata/WB routes and places and should be well behaved and courteous to the passengers. The driver(s) should be without any criminal record and shall observe all etiquette and protocol while performing duty. He should have a working mobile connection with him, for which no separate payment shall be made by this office. No mileage will be allowed for lunch/tea of the driver. Driver should carry his lunch.
- viii) It will be the responsibility of the service provider to ensure that the vehicle is washed, sanitized and maintained regularly.

- ix) There should be at least two sets of white covers, towels and napkins in the car to be provided by the contractor and should be changed every week. The air spray, sanitizer is to be provided by the contractor.
- x) The hiring charges will be paid to the service provider on monthly basis. TDS and other taxes as applicable will be deducted from each bill.
- xi) Payment will be made after the bills are cleared by competent authorities of Enforcement Directorate which will take about one to two weeks time on an average.
- xii) Rates once finalized will be fixed at least for one year or for period as extended. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes.
- xiii) The period of contract is for one year or for period as extended, starting from the date of signing of contract/communication of acceptance of bid/ quotation.
- xiv) The monthly charges payable shall be all inclusive i.e. driver, fuel, maintenance, cleanliness, repairs, insurance charges etc. and any other incidental expenses.
- xv) In case of break down, alternative arrangements have to be provided by the service provider immediately.
- xvi) Interested tour operators/tour and travel agencies may also submit details of organization to which they extended similar services in the recent past as well as at present. They should provide their GST Number in their tender documents.
- xvii) The new latest vehicle will be given preference. The rate quoted should be for commercially registered vehicles only. The year of registration of the vehicles offered should not be prior to year January, 2018.
- xviii) This department will not be held responsible for any damage to the vehicle or occurrence of any untoward incident etc.
- xix) The department will not be under any obligation, legal or otherwise to provide employment to any of the personnel of the service provider during or after the expiry of the hire period. The department recognizes no employer – employee relation between the Department and the personnel deployed by the service provider. The Department shall not be responsible financially or otherwise or for any injury to the vehicle or driver or person deployed by the service provider during the course of hire.

## ANNEXURE-II

### **GENERAL TERMS AND CONDITIONS**

1. **Parties:-**The parties to the Contract are the contractor/ contractors (the bidders to whom the work has been awarded) and the Government of India through Office of the Enforcement Directorate, Kolkata for and on behalf of the President of India.
2. **Addresses:-** 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 Office of the Enforcement Directorate, Kolkata. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
3. **Preparation and Submission of Tender/quotation: -The service provider shall submit different bids viz. Technical and Financial Bid.**
  - i) The Technical Bid shall contain the number of years of experience of the service provider in this field, the make and model of the vehicle offered, date of manufacture, Registration number of vehicle offered, details of permit, if any, required for hiring of vehicle, insurance details, GSTIN & PAN Number of service provider. The self-attested photocopies of these documents shall be attached with the Technical Bid. **Financial quotes such as amount quoted per month etc. should not be mentioned in the Technical Bid.** If such financial quotes are found mentioned in the Technical Bid, the tender will be summarily rejected.
  - ii) The Financial bid will be opened only if the Technical Bid is found to be satisfactory as per ANNEXURE III.
4. **Signing of Tender:-** Individual Signing the tender or other documents connected with contract must specify whether he/she signs as:-
  - (a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
  - (b) A partner of the firm, if it 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 Assistant, duly authorized by the Board or Directors of the Company, if it is a Company.
5. 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 of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
6. 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.

7. 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 from such other person and if, on enquiry it appears that the persons so signing had no authority to do so, Office of the Enforcement Directorate, Kolkata may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
8. **Authenticity of the tender document:-** The bidders should sign and affix his/her firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the bidders will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.** (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by Office of the Enforcement Directorate, Kolkata, if necessary.)
9. The Technical bid should be submitted in form given in Annexure-III along with other documents/information i.e. Copy of PAN Number, Service Tax No., details of the number of vehicles registered in the name of the tenderer or his firm with photo copies of RCs and any other information sought for in the last section of the **Annexure-III**.
10. The Financial Bid should be submitted in the form given in **Annexure-IV**. The Financial Bids of those bidders, who are found technically compliant, will be opened on the specified date and time given as above. A Committee of officers of Office of the Enforcement Directorate, Kolkata will evaluate the Financial Bids.
11. Terms of payment as stated in the Tender Documents shall be final.
12. At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
13. **Criterion for Evaluation of Tender:-** 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 Financial information furnished in form given in Annexure-IV. The Financial bid (Annexure-IV) of such firms found valid based on technical parameters shall only be opened and then evaluated.
14. In the event of two or more bidders quoting the same price for the tender, then other technical & financial key-factors shall be considered for awarding the bid(s). Office of the Enforcement Directorate, Kolkata may, without prejudice select the eligible service provider(s) or may consider to enlist more than one service providers in such a way that services may be taken from these listed service providers as and when required.
15. The eligible bidder(s) have to provide the details of the vehicles owned/ in possession for providing on hire ( with make, model and year along with the copy of Registration Certificate of each of the vehicle).

## **16. The Right of Acceptance:-**

16.1 The Office of the Enforcement Directorate, Kolkata, reserves all rights to reject any tender including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The award of work will be further subject to specific terms and conditions of the contract of this tender enquiry. The decision of the Enforcement Directorate, Kolkata, in this regard shall be final and binding.

16.2 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.

**17. Communication of Acceptance:-** Successful bidder will be informed of the acceptance of his tender.

## **18. 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 vehicles from the market in the event of Contractor failing to provide requisitioned vehicles, Office of the Enforcement Directorate, Kolkata reserves the right to make deductions from the security deposit or may be demanded from him to be paid within seven days to the credit of the Department of Revenue.

(b) The powers of the Office of the Enforcement Directorate, Kolkata under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided.

**19. Disclaimer:-** The near relatives of employees of Enforcement Directorate, Kolkata or employees working in Enforcement Directorate Kolkata are prohibited from participating in this tender process. The near relatives for this purpose are defined as:-

(a) Members of a Hindu Undivided Family.

(b) Their husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s), son's Wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

**20. 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 thereof, and nothing will be payable by Office of the Enforcement Directorate, Kolkata in that event.

**21.** 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.

**22. Subletting of Work:-** The firm shall not assign or sublet the work or any part of it to any other person or party.

**23.** The tender is not transferable.

**24.** The vehicles should be registered as taxi or public transport vehicles.



**25. A performance Security** of Rs. 3,00,000/- (Three Lakh Only) has to be deposited by the successful bidder within 15 days of signing of Contract. This performance security is refundable but no interest shall be paid on it and Enforcement Directorate, Kolkata may consider forfeiting it on account of lapse(s) or breach of any terms laid down in the contract. If more than one bidders are awarded/selected for the services, quantum of performance security shall be fixed by tender committee which will not be less than Rs. 1,00,000/- (One Lakh Only) individually.

**26. Terms of payment:**

1. Neither payment shall be made in advance nor any loan from of any bank or financial institution shall be recommended on the basis of the order of award of work.
2. The contractor shall submit the bill on monthly basis in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
3. All payments shall be made online.
4. The Office of the Enforcement Directorate, Kolkata shall be at liberty to with hold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.
5. The term "payment" 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.

**27. Contract can be terminated with one month prior notice.**

**28. Jurisdiction of the Court:-** In case of any dispute of any kind and in respect of whatsoever arising out of tender/contract, the decision of the Hon'ble Court at Kolkata will be final and binding.

**ANNEXURE III**

**TECHNICAL BID**

<b>01</b>	Name of the firm/Company, Agency (copy of Shop Act/ Company Registration Certificate should be enclosed)	
<b>02</b>	Complete Address & Contact Number	
<b>03.</b>	PAN Card No (Attach copy)	
<b>04.</b>	GST particulars with copies of return filed for last two years.	
<b>05.</b>	Number of year's experience of providing vehicles in Government/Semi-Government/Public Sector Govt., Undertakings Experience/ Private Corporate offices.	
<b>06.</b>	Name & Address of the departments in respect of S.No. 5 above (separate sheets may be added)	
<b>07.</b>	EMD details	

Age of Vehicles	Number of vehicles in SUV category	Number of vehicles in Sedan category
< 1 yr		
1 to 2 yr		
2 to 3 yr		

**(Signature of Authorized Signatory with date & Stamp)**

**DECLARATION**

1. I.....(Son/Daughter/Wife of Shri.....& Proprietor / Director/Authorized Signatory of the (Agency / Firm)..... am competent to sign this declaration and execute this tender document,
2. I have carefully read and understood all the terms & conditions of the tender and undertake to abide by them,
3. My Agency/Firm / Company have not been black listed by any of the organization / govt. department as on date of submission of the bid /tender.
4. The information / documents furnished along with the application are true and authentic to the best of my knowledge and belief. I am fully aware of the fact that furnishing of any false/misleading / information /fabricated document would lead to rejection of my tender at any stage.

Dated:

Place:

**(Signature of Authorized Signatory with date & Stamp)**

Detail of the Vehicle is to be provided to this office  
( Should be placed with Technical Bid )

S.No	Model & Manufacturer of Vehicle	Registration No.	Month and year of manufacture	Chasis No.	Engine No.	Fuel Used
1						

Copies of registration (RC Book) ( Self attested ) of above vehicles should be enclosed. **If the service provider is ready to provide new vehicle, then he is exempted from providing the same.**

**(Signature of Authorized Signatory with date & Stamp)**

**ANNEXURE-IV**

**FINANCIAL BID**

(To be submitted in a separate sealed envelope super scribed as 'Financial Bid')

1. Name, Address and Telephone number of Bidder:-

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2. Name and Address of the Proprietor / Partner/ Directors:-

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3.

Sl. No	Description	Rate per month for one vehicle in Rs. (Exclusive of GST)	Extra Charges per kms./per hr. beyond prescribed limit( Rs.)
01	Sedan to be used for 25/26 days/months subject to a maximum of 2000 Kms/month (including Saturdays/Sundays/Holidays)		
02	SUV to be used for 25/26 days/months subject to a maximum of 2000 Kms/month (including Saturdays/Sundays/Holidays)		
<b>Total</b>			

- A) I submit the above Price Bid for providing one Sedan and one SUV as envisaged in the Bid document.
- B) I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
- C) I offer to work at the rates as indicated above, inclusive of all applicable taxes.
- D) I have read the terms and conditions of the Tender Notice and I agree to and undertake to abide the same.

**(Signature of Authorized Signatory with date & Stamp)**