



प्रवर्तन निदेशालय

भारत सरकार

तृतीय तल, केन्द्रीय भवन, एम्.एस. बाबुराज

मार्ग, कल्लाई, कोषिकोड - ६७३००३

**ENFORCEMENT DIRECTORATE**

**Government of India**

3<sup>rd</sup> Floor, Kendriya Bhavan,

M.S Baburaj Road, Kallai, Calicut-673003

Tel: 0495-2324314, 2324315 Fax : 2324317

E mail: enforcement.calicut.ker@nic.in

No. D-14/1-KZSZO/2017/

Dated 2<sup>nd</sup> March, 2018

**TENDER NOTICE FOR HIRING VEHICLE ON MONTHLY CONTRACT BASIS**

Sub:- Hiring of Non-AC vehicle for Office use - calling for quotations - Reg.

On behalf of the Director, Directorate of Enforcement, New Delhi, the undersigned invites competitive quotations for hiring one mid size (non-AC - 7/8 Seat) vehicle, in excellent running condition (not more than 5 years old from the date of registration) for official use of the Sub-Zonal Office of Enforcement Directorate at Calicut, on monthly rate contract basis.

The terms and conditions for hiring the vehicle are enclosed.

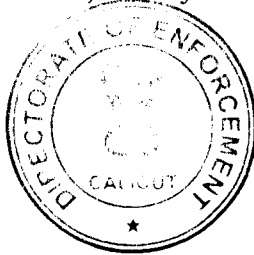
**GENERAL INSTRUCTIONS**

1. The vehicle shall be provided for office use on all days in a month subject to a maximum mileage of 2000 kms. per month.
2. The period of contract will be initially for one year from the date of awarding the contract. However the contract can be further extended with some addition/subtraction/modification of rates on completion of satisfactory service, at the discretion of the department/with the mutual consent of both the parties.
3. The agency shall not be allowed to transfer, assign, pledge or sub-contract its service under any circumstances without written permission of the Department.
4. The interested parties can submit the tender/quotation complete in all respect as per Performa annexed, along with other required documents to the under signed personally in sealed envelope as per the schedule mentioned below:-

Receipt of quotations upto : 22.03.2018 17.00 hrs.

Opening of quotations : 23.03.2018 15.00 hrs.

The quotations may be submitted to the Deputy Director, Enforcement Directorate, 3<sup>rd</sup> Floor, Kendriya Bhavan, Kallai, Calicut, in the format attached.



Copy to :-

1. Website of Enforcement Directorate
2. Notice Board

Yours faithfully,

(V. PRAVEEN)  
DEPUTY DIRECTOR

## FORMAT FOR PRICE BID SUBMISSION

1.	Name		
2.	Address		
3.	Phone Nos.	Land	
		Mobile	
4.	PAN No. of bidder		
5.	Make & model of the vehicle and kms. covered as on date		
6.	Taxi permit No. & date		
7.	Vehicle Registration No. & Date of Registration		
8.	Rate quoted as hiring charges :-		
Sl. No.	Make & model of vehicle offered with Seating capacity	Fixed rate (₹) per vehicle for mileage for/up to 2000 km. per month ( in figure as well as words)	Rate (₹) per km. for additional mileage beyond 2000 km. (in figures as well as in words)
9.	Other conditions, if any		

**DECLARATION**

I, \_\_\_\_\_

(name and address of the bidder) hereby agree that I will abide all the terms and conditions as stipulated in the Tender Notice issued vide No. D-14/1-KZSZO/2014 dated 25.10.2016 by the Deputy Director, Enforcement Directorate, Calicut for hiring of vehicle for departmental use for a period of one year period with effect from the date of signing of contract.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them. I have no objection in the event of any violation of various clauses of the tender document if the authority forfeits the performance Guarantee money of ₹ 5000/- (Five Thousand only) after awarding the contract.

3. The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/we are all aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides forfeited of Earnest money deposited by me.

Place:

Date :

Signature with name of the bidder

Notes:-

- 1) The above prices are inclusive of all taxes and duties, except the following which are re-imbursed/paid by the Department during the contract.
  - a) Toll tax, parking fee, applicable service tax, which will be reimbursed on the production of the original vouchers.
  - b) The contractor will be re-imbursed @ ₹ 250/ per night, for stay of the driver on tour to the outstation in addition to the above rates.
- 2) The columns shall be clearly & legibly filled in ink or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rates and amount may be written in such a way that interpolation is not possible.

**TERMS AND CONDITIONS**

1. The vehicle should not be more than 5 year old from the date of registration and should be in proper running condition. The vehicle should have neat and clean exterior, interior and comfortable upholstery. The vehicle should be parked in the office premises itself.
2. In case the condition of vehicle is not found satisfactory during the hiring period, it shall be immediately replaced. In case no replacement is provided on time, the department has the right to hire a vehicle from the market and the cost incurred for such hiring shall be borne by the service provider/contractor.
3. The contractor shall assign the job of driving of the vehicles only to qualified, experienced and licensed drivers, preferably who acquired sufficient working experience in certain government agencies where confidential work of utmost importance are done. The contractor should also assume full responsibility for the safety and security of the officers/officials. The engagement and deployment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor. The department shall have no direct or indirect liability arising out of any negligent, rash or impetuous driving which is an offence under any law in force in India and any loss/damage caused to the departmental property or injury caused to the departmental officers have to be suitably compensated by the contractor. The liability under relevant sections of Motor Vehicle Act and Rules and Indian Penal Code shall be borne solely by the contractor and the department has no responsibility whatsoever and will not entertain any claim in this regard under the provisions of any law.
4. It is desirable to have the Registration with EPF, ESI Code, Service Tax, PAN etc. However, if the Service Provider/Contractor does not possess any or all the above, they should obtain the same if required by law to execute this service, within one month of commencement of Contract.
5. No sub-contracting is permissible. In case of imposition of any fine or penalty for whatsoever reason by any of the law enforcement agencies the contractor alone shall be solely liable to pay the fines/penalties and the department will not entertain any claim whatsoever.
6. The vehicle should comply with all the provisions of law and should have valid comprehensive insurance policy. On award of the contract, the contractor should provide the vehicle within 10 days and should furnish the certified copies of Registration Certificate, comprehensive insurance policy, Permit to carry passengers and the driver's licence issued by competent authority to drive a taxi-cab.
7. The contractor should have functional telephone/mobile phone for establishing contact round the clock. The driver should be in proper uniform and observe cleanliness and all the etiquette and protocol while performing the duty. The driver should have working knowledge in English/Hindi. The drivers must carry a mobile phone in working condition, for which, no separate payment shall be made by the department.
8. The contract will be for one year with effect from the date of awarding the contract, which can be extended for further period if the service is satisfactory and subject to the conditions specified in the agreement and to any addition as department deem fit.

9. During the period of contract a request for hike as justifiable by reason of fuel price hike once in a year can be made to the contractee department. The decision of the Department shall be final in this matter. Service Tax at the applicable rates will be paid to the contractor on production of proof of service tax registration and if service tax is claimed in any bill and paid. The contractor shall be liable to produce proof of payment of the service tax to the Central Government to the satisfaction of the sanctioning authority.
10. The successful bidder will have to enter into an agreement with the department, on a stamp paper of ₹ 100/-, the cost of stamp paper shall be borne by the contractor. The contractor should remit an amount of ₹ 5000/- as performance guarantee and the said amount will be returned only after completion of the contract period.
11. The Department reserves the right to reject all or any of the offers or accept more than one offer or terminate the order without assigning any reason thereof. The department also reserves the right to terminate the contract at any time without assigning any reason whatsoever. The agreement may be terminated after giving one month's notice by either party. Termination of contract by the contractor without the prescribed one month notice will entail forfeiture any amount payable to the contractor whatsoever.
12. The bidder shall quote the amount inclusive of all types of taxes excluding service tax. The quoted rates shall be for a month/running kilometer of 2000 during the month. Additional kilometers run if any, during a month over and above the prescribed limit and the Night pay allowance if any, will be paid as per tender.
13. A daily record indicating time and kilometers run for the vehicle shall be maintained and should be handed over to the officer in charge of the vehicle. The counting of distance will be from the office premises and back.
14. The duty hours of the vehicles are normally from 9 am to 6 pm on all working days of the month except holidays. However actual duty hours/days shall be specified by the departmental officer in charge of the vehicles and the vehicles must be made available at any time on all days including the holidays and round the clock as and when required and as directed by the officers.
15. The department shall be liable to pay only the hiring charges. Other liabilities viz. monthly charges of driver, repair and maintenance of vehicle, insurance, petrol/diesel, oil and any other incidental expenses etc. shall be borne by the contractor.
16. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the contractor to provide a substitute vehicle immediately. In case the vehicle does not report on time/does not report at all, or the contractor fails to provide substitute vehicle in case of breakdown, the department will have the right to hire a vehicle from the market and the cost incurred for such hiring will be borne by the contractor.
17. In case of any accident, all the claims arising out of it shall be met by the contractor and the department will not have any liability whatsoever.
18. The contractor and his drivers shall be bound to carry out the instructions of the departmental officer in charge of the vehicle as well as any of the officers assigned to use the vehicle.
19. The hired vehicle should not be used by the contractor or driver for any activity not covered by the contract. If it is found that, there is violation, a penalty of ₹ 1000/- will be levied per instance of such violation.

20. Failure to provide vehicle and driver on any day will be liable for proportionate deduction of amount from the monthly bill.
21. The bill shall be submitted on monthly basis, in the first week of succeeding month to the Deputy/Assistant Director, Enforcement Director, Calicut. Each bill has to be submitted in Triplicate along with trip sheet showing full particulars of travel duly countersigned by the officer using the vehicle/head of office to which the vehicle is attached. In case any service tax is claimed/paid the copy of service tax paid challan for the previous month/quarter as the case may be shall be produced along with the bill. In cases where night halt is required night halt charges as agreed upon in the contract will be paid. Parking/Toll Charges may be claimed by producing valid parking/toll slips along with the bill.
22. Any matter arising during the period of the agreement, which is not specifically covered by the agreement, will be decided by the **Joint Director of Enforcement, Cochin**, whose decision shall be final and conclusive.
23. A signboard bearing '**ON GOVERNMENT OF INDIA DUTY**' should be displayed in red board on the car in bi-lingual (English and Hindi) both in the front and rear.
24. In case of any dispute of any kind, in any respect whatsoever, the decision of the **Joint Director, Enforcement Directorate, Government of India, Kanoos Castle, Mullassery Canal Road, Near Shenoy's, M.G. Road, Cochin-23** shall be final and binding.
25. Any other dispute arising out of the contract will be subject to the jurisdiction of Courts of Calicut.

We agree the above terms and conditions

Signature of the bidder with name and date .....

Name and address .....