

प्रवर्तननिदेशालय DIRECTORATE OF ENFORCEMENT राजस्वविभाग, वित्तमंत्रालय

Department of Revenue, Ministry of Finance भारतसरकार / Government of India

11 वें तल, सत्या वन, हेलमेटसर्कलके निकट, मानव मंदिरकेसामने, ड्राइव-इन रोड, 11th Floor, Satya One, Nr. Helmet Circle, Opp. ManavMandir, Drive-in Road, अहमदाबाद /Ahmedabad - 380 052.

दू. / Tel: (079) 29709372, 29709374 फैक्स/ Fax: (079) 29709394

F.No: D-16/05/AMZO/2018

Dated:20/08/2019

निविदा सूचना संख्या. 02/2019 TENDER NOTICE No. 02/2019

अनुबंध आधार पर कार्यालय के उपयोग के लिए मध्यम आकार की परिचालन वाहन किराए पर लेना हेत् निविदा नोटिस।

Tender Notice for Hiring of Operational Mid-Size Vehicle for Office use on contract basis -reg.

एक वर्ष की अविध के लिए प्रवर्तन निदेशालय, अहमदाबाद कार्यालय के लिए अनुबंध आधार पर मध्यम आकार की परिचालन वाहन कार्यालय के उपयोग के लिए किराए पर लेने हेतु मुहरबंद निविदाएं आमंत्रित की जाती हैं।

- नियम और शर्तें अनुलग्नक-II पर संलग्न हैं। Terms and conditions are enclosed in Annexure-III.
- निविदा दस्तावेजों को जमा करने की अंतिम <u>तिथि 29.08.2019 को 11.00 बजे तक है।</u> Last date of submitting Tender documents is <u>29.08.2019 up to 11.00 Hrs.</u>
- <u>निविदा 29.08.2019 को 17.00 बजे खोला जाएगा ।</u> इच्छुक निविदाकर्ता / कंपनी / उनके अधिकृत प्रतिनिधि इसमें उपस्थित रह सकते हैं ।

Technical Bids will be opened on <u>29.08.2019 at 17:00 hrs.</u> Interested bidder/Company/ Firm or their authorised representative may attend the same also. Vehicles' services should be started from 01.09.2019.

•निविदा आमंत्रित करने की विस्तृत सूचना प्रवर्तन निदेशालय की साइट- http://enforcementdirectorate.gov.in से डाउनलोड की जा सकती है |

The detailed Notice of inviting Tender may be downloaded from the site of Enforcement Directoratehttp://enforcementdirectorate.gov.in.

• प्रवर्तन निदेशालय, अहमदाबाद कार्यालय निविदाओं की प्राप्ति या खोलने की तारीख स्थगित करने या विस्तार करने का अधिकार रखता है या किसी भी कारण के बिना वापस लेने का अधिकार रखता है।

The O/o Directorate of Enforcement, Ahmedabad reserves the right to postpone/and/or extend the date of receipt/opening of Tenders or to withdraw the same without assigning any reason thereof.

• अधो हस्ताक्षरी किसी भी कारण के बिना किसी भी उद्धरण को स्वीकार या अस्वीकार करने का अधिकार रखते है। The undersigned reserves the right to accept or reject any quotation without assigning any reason.

> (Dr. Manish Godara) Deputy Director

Annexure - I

TECHNICAL BID FOR TENDER DATED 20.08.2019

(FOR HIRING OF VEHICLE IN r/o THE DIRECTORATE OF ENFORCEMENT, Ahmedabad)

The interested parties are requested to provide the following information along with the quotations:(The particulars furnished below must have documentary support with self-attestation)

| Sr. No. | Particulars | | | , | | |
|------------|---|-----------------------------|----------|--------------------------|--------------------------|------------------------|
| 1 | Name, Address and Telephone no. and Mobile no. of the vendor | | | | | |
| 2 | AADHAR No. of the vendor/agency | | | | | |
| 3 | Nature of Business | | | | | |
| 4 | Income Tax assessment particulars, PAN number | | | | | |
| 5 | GST Registration Number | | | | | |
| 6 | Details of vehicle owned with details along with proof of ownership (Must be the owner of atleast 10 vehicles which are not older than 18 months) | Model & Make of the Vehicle | Reg. NO. | Year of Manufacturing | Kilometres run so far | Owner of vehicle |
| | | | | | | |
| | | | | | | |
| 7 | Details of hiring contract (existing/previous) with any of central government/PSU offices, if any, i) Names and address of the parties to whom vehicle was given on hire ii) Period for which the vehicle was hired out iii) Number of vehicles given on hire. | | | | | |

Signature Name of Authorised Signatory, Seal/Stamp

Annexure - II

FINANCIAL BID FOR TENDER DATED 20.08.2019

(FOR HIRING OF VEHICLE IN r/o THE DIRECTORATE OF ENFORCEMENT, Ahmedabad)

The interested parties are requested to provide the following information:-

- 1) Name, Address, Telephone no. of Tenderer:
- 2) Name and Address of the Proprietor/Partners/Directors:
- 3) Rate per Vehicle:

| Sr. No. | Category of Vehicle | Rate for first 2400 Kms (in Rs.) | Extra Km charges beyond 2400 Kms in Rs. for Per KM | Extra Hours charges beyond 12 hours in Rs. For per hours |
|------------|------------------------|---|--|--|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

Signature
Name of Authorised Signatory, Seal/Stamp

TERMS AND CONDITIONS OF TENDER NOTICE No. 02/2019

- I) The Directorate of Enforcement, Ahmedabad propose to hire Five (5) vehicles on monthly hire basis for One year on the following terms and condition:
 - i) 25-26 days (i.e. six days week) a month @ 12 Hours per day, maximum 2,400 Kms in a month.
 - ii) If exceeds the above limit, extra charges payment as per agreement will be made. The rates for this to be mentioned in the quotation.
 - iii) The hired vehicle shall be used within the jurisdiction of this office which primarily includes State of Gujarat and Madhya Pradesh as and when required.

Limited tenders in sealed envelopes are invited for the above and on behalf of the President of India from eligible, experienced and reputed service providers.

II) While quoting every Service provider should specifically note that:-

- 1. The monthly charges payable shall be all inclusive i.e. driver, fuel, maintenance, cleanliness, repairs, insurance charges etc. and any other incidental expenses.
- 2. The bidder must be the owner of atleast twice the number vehicles proposed to be hired, at the time of submission of bids and should not be older than eitheen months from the date of tender.
- 3. On acceptance of quotation, the copy of the registration certificate of the vehicle and the particulars of driver shall be submitted to this office. The driver should have valid driving license without any adverse records and with clear antecedents. Drivers should be conversant with the routes in Ahmedabad. As far as possible the same vehicle and driver shall be deployed continuously. Driver should be easily available during working hours and should preferably be provided with a cell phone in working condition for which no separate payment will be made by the O/o Directorate of Enforcement, Ahmedabad and should preferably reside in a radius of 5 KMs from office. Further relevant documents such as RC/TC books, comprehensive Insurance policy etc, should be furnished to the Office so that they can be verified before the assignment of the agreement.
- 4. A log book specifying daily reporting and relieving time as well as daily opening and closing meter reading shall be maintained for each vehicle. The Service provider shall provide a copy of logbook along with the remarks, if any of the officers/departments to whom the vehicles have been assigned along with the bill.

- 5. In case of break down, alternate arrangements have to be provided by the service provider immediately.
- 6. Payment shall be made only on monthly basis and on receipt of the bill after rendering satisfactory service. NO interest is payable on delay of payment, if at all occurs.
- 7. 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) Registration Certificate Number in their tender documents.
- 8. The rate quoted should be for commercially registered vehicles only. The year of registration of the vehicle offered should not be prior to year 2019. All the vehicle should be without any accident history. All the vehicles should possess excellent, neat exterior and interior and should be in good running condition, which they shall be so maintained during the period of hire.
- 9. Two month prior notice should be given for termination of contract. However this office reserves the rights to terminate the contract without giving any notice/reasons.
- 10. This department will not be held responsible for any damage to the vehicle or occurrence of any untoward incident etc.
- 11. Work discipline should be maintained by the staff of the service provider.
- 12. The vehicle shall be provided on any day including Saturday, Sunday and Holidays, if required by the Department. Service provider should have arrangements for establishing contact and providing service round the clock.
- 13. 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 recognize no employer-employee relation between the Department and the personnel deployed by the service provider. The Department shall not be responsible financially or otherwise for any damage to the vehicle or any injury to the driver or person deployed by the service provider during the course of hire.
- 14. Any person who is in government service or an employee of the Department should not be a partner directly or indirectly with the service provider.
- 15. The driver must observe all the etiquette and protocol while performing their duties. He must be neatly dressed, should wear preferably proper uniform and must carry a mobile

phone in working condition, for which no separate payment shall be made by the Directorate of Enforcement, Ahmedabad.

- 16. The driver should always remain with the vehicle during the entire period of duty. In case of any relaxation regarding the same, he should seek permission of the concerned officers.
- 17. In case of any dispute of any kind and in any respect whatsoever, the decision of Deputy Director, O/o Directorate of Enforcement, Ahmedabad shall be final and binding on the vendor.
- 18. Office Emblem/Logo/Govt. of India should not be displayed on the vehicle when not used by the officers.
- 19. If any of the terms and condition mentioned above are not followed by the Contractor, penalty will be applicable for such violations.
- 20. Service provider selected as L1 by buyers shall accept the order immediately as per following schedule -

Within 2 days for booking periods of monthly or more

21. Buyer reserves the right to Increase/Decrease quantity up to 20% of the ordered quantity at the same rate and terms and conditions. In case of monthly hiring order, the per day hiring may also be done under this clause and payment will be made on pro rata basis on the contracted rate and terms and conditions of contract.

22. Vehicle

The vehicle should be registered as a commercial vehicle in same state as the service is requested in.

- 23. The vehicle(s) provided by the service provider shall have valid Registration Certificate, full comprehensive insurance to cover third party and occupants, fitness certificate, PUC, permit etc. and any other relevant permits/licenses essentially required by the RTO and any other statutory bodies for commercial operations, and must be revalidated before the expiry of the due date during the tenure of the contract period.
- 24. The vehicles deployed should be well maintained, cleaned thoroughly both internally and externally.
- 25. All vehicles shall be equipped with an emergency medical kit and a fire extinguisher.
- 26. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning (if requested as an add on) and other vehicle systems

shall be periodically checked and maintained by service provider to avoid any inconvenience to user departments.

- 27. Vehicle should be parked at the place as advised by the supervisor in charge and should be available when not booked. If the vehicle needs to be away for some reasons like re fuelling, petty repairing etc, it should be with the knowledge of the controlling supervisor. Moving away without the knowledge of the controlling supervisor will be considered as non-available and will be liable for penalty.
- 28. Vehicle should have a mobile charger, ambient freshener.

29. Driver / Staff Deployed

The service provider shall be responsible for the acts and deeds of drivers of the vehicles including following -

The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty.

The drivers/staff of the vehicles deployed for user department duties maintain polite & courteous behaviour towards department users as well as to other departmental staff. Following may be construed as "Misbehaviour" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.

Denial of duty during contract period, or during hours as notified by user departments

Use of abusive language

Driver must be provided a working mobile phone and contact number be provided to user department.

In an event that for any reasons the driver changes his contact number during the tenure of the contract then service provider will immediately notify the user department of the above change.

The driver shall be reachable at all times during duty hours.

Only drivers that possess a valid commercial driving license shall be deployed by service provider.

Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific color as per Buyer's requirement.

The driver shall not report for duty in an inebriated state. In such an event user department shall have full rights to terminate the contract with immediate effect.

Any complaint from the users/staff of the user department with respect to their behaviour/uniform will be viewed seriously and it will be brought to the notice of the service provider, who shall take suitable action.

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Gossiping with the guests and using mobile phone during driving is not allowed. In case of urgency, driver should park the vehicle with permission from the user and talk in the mobile to the minimum duration.

As soon as the driver is advised to attend any guest by the administration, the driver should call /sms the guest giving his mobile and vehicle details. Charges of calls /SMSs will be on contractor's account.

- 30. Vehicle and driver should not be changed frequently. Any such changes should be informed by the contractor to the authority well in advance for permission.
- 31. The hiring charges will be inclusive of fuel cost, lubricants, spare parts, maintenance, and salary of the drivers/staff, payment of insurance/Road taxetc required for operation of vehicle in a state here service is required. However, state taxes required for operation in other states shall be provided by buyer.
- 32. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the user department requirement. User shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.
- 33. The service provider shall be solely responsible for any claims by any third party and/or employees of user department traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.
- 34. The user department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as service provider shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner what-so-ever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the service provider only and user/user departments will not be liable in any manner.
- 35. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the service provider shall not be deemed to be employees of the user department hence the compliance of the applicable acts laws will be the sole responsibility of the service provider.

- 36. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.
- 37. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Service provider without any extra charges.
- 38. The cars deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department. The service provider has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
- 39. The service provider shall provide at his own cost proper uniform and badges as per STATE MOTOR VEHICLES RULES (amended up to date) and photo identity cards to the drivers.
- 40. At the option of the Govt. user Service provider shall provide vehicle tracking system and will submit the record /data of journey including pickup time and drop time along with mileage. The mileage count will start from the location of pickup and no extra kilometres from the garage to the pickup point will be provided.
- 41. Payment shall be effected by credit into the bank account of the service provider through ECS/RTGS within 10 days from the date of receipt of bills complete in all respect. User department shall pay the vendor all amounts on an invoice that are not the subject of a bona fide dispute within 10 days after department's receipt of a valid invoice that complies in all material respects in terms of this Agreement; the payment shall be subject to any deductions such as penalties, statutory deduction etc.
- 42. Taxes during Journey
- 43. 1. Toll Tax, Octroi, Parking Charges and other statutory levies, if any, paid during the journey would be billed on actual and shall be paid by buyer.
- 44. A variation up to 20% of in distance and hours shall be permitted for each package. Service provider shall provide services at same quoted rate for additional 20%. This refers to variation in operation of service vehicle/ vehicles or addition of vehicles [per day basis (10 hrs & 100 kms)] up-to this range
- 45. Service Level Agreements
- 46. The service provider shall be required to meet following service level agreements (SLAs) while providing services to user departments. Breach of any of these SLAs will result in monetary penalties on service provider and repeated breach SLAs may result in termination of contract.

- 47. A logbook of each of the instances of violations of contractual obligations including SLAs by the vendor as mentioned here shall be maintained online. Every violation shall attract penalty as mentioned in the following section.
- 48. Before imposing a penalty, the user department will provide 3 days prior notice to the vendor to make his/her representation. The vendor confirms and agrees that penalty whenever becomes payable the same shall be deducted by the user department from the payments due to the vendor.
- 49. Penalties for Non-Compliance of Service Level Agreement
- 50. Penalties will be levied on the service provider, for the violation of Service Level Agreement of the contract as mentioned below:
- 51. The following incidents will be considered as the breach of contract and will result in immediate termination of services.
- 52. Invalid registration papers of vehicles deployed
- 53. Operating vehicles without or expired comprehensive insurance coverage with unlimited liability of risk
- 54. Tampering with odometer
- 55. Any attempt to forge service related documentation
- 56. Breach of SLAs: Breach of SLAs shall result in penalties as per provisions of contact. Breach of SLA shall be defined as if performance levels go below defined "lower performance" levels as specified in SLAs
- 57. Events of default Following events may result in termination of services. The decision of buyer in this regard would be deemed final and binding.
- 58. Cumulative penalties rise to 10% of the contract value
- 59. Repeating breach of any SLA beyond 3 instances may result in termination. Buyer may choose to terminate services at his discretion once SLAs have been breached beyond 3 instances.

| Sl.No | Service Level Agreement | Base Line | Lower Performanc e | Penalties for breach |
|-------|----------------------------|--------------|--------------------------|----------------------|
| | | | | |

| 1 | Update log sheet | Weekly | Once in 10 days | Rs 1000/- per vehicle |
|---|--|--------------------------|-------------------------|--|
| 2 | Delay in arrival or driver not contactable | on time / zero instances | 15mins / zero instances | Contract terminated |
| 3 | Misbehavior with users or department staff | zero instanc es | zero instances | Driver to be replaced immediately or contract terminated |
| 4 | I mai alaura d | zero instanc es | I per month | Vehicle should be replaced with immediate effect |
| 5 | intoxicated | zero instanc es | zero instances | Driver to be replaced immediately |

III) Mode of Submission of bids:-

- a. Quotation in sealed envelopes superimposed with words. "QUOTATION FOR HIRING OF VEHICLE" containing separate covers for **technical and financial bid**, addressed to the Joint Director, Directorate of Enforcement, Ministry of Finance, 11th floor, "Satya One", opp. Manav Mandir, near Helmet Circle, Drive in road, Memnagar, Ahmedabad-380052, Shall be Submitted before 29.03.2019 15.00 hrs. The tender conditions and Bid format will be available at the above address and Enforcement Directorate's Website.
- b. Bids received later than the stipulated date will not be considered under any circumstances. This office reserves the right to accept or reject any tender, even the lowest one, without assigning any reasons thereof. Quotation for hiring a vehicle should reach this office on or before 29.08.2019 by 15:00 Hours and the sealed envelopesand tehnical bids therein shall be opened on 30.08.2019 at 17:00 Hours. The parties who wish to be present at the time of opening of tenders can present themselves or their authorized representative with an authority letter for the said purpose.

(Dr. Manish Godara) DEPUTY DIRECTOR

Directorate of Enforcement, Ahmedabad.