

Bid Number: GEM/2022/B/2390107

Dated: 29-07-2022

Bid Document

Bid Details			
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b & Taxi Hiring Services - Sedan; 2000 km al 24*7 , Monthly Basis Cab & Taxi Hiring m SUV; 2500 km x 320 hours; Local 24*7 , b & Taxi Hiring Services - Premium SUV; ours; Local 24*7 , Monthly Basis Cab & ees - Premium SUV; 2000 km x 320 hours;			
ria,Bidder Turnover,Certificate (Requested norization Certificate,OEM Annual nal Doc 1 (Requested in ATC) er is seeking exemption from Experience / , the supporting documents to prove his mption must be uploaded for evaluation by			

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	5.00

EMD Amount	322185
ePBG Detail	

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

No

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Required

Deputy Director

Kolkata Zonal Office, Department of Revenue, Directorate of Enforcement, Ministry of Finance (Divya Vashishta)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes

- 1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
- 3. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):20

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser): 20

Minimum years (up to 5 years) of experience in related field:3

Number (upto 100%) of vehicles demanded should have been provided in a single contract to a

government agency in the past three years:20

Number (up to 100%) of vehicles demanded should have been provided in the past year to government agencies:20

Geographic Presence in States:West Bengal

Annual Turnover and Profit Requirement: As per NIT document uploaded on GeM

Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::As per GeM tender document

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package: As per GeM tender document

Scope of Work:1659012278.pdf

Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 Km X 320 Hours; Local 24*7 (9)

Technical Specifications

Specification	Values	
Core		
Vehicle Type	Sedan	
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent	
Usage Variant	2000 km x 320 hours	
Type of Service	Local 24*7	
Year of Vehicle Model	2020 , 2019	
Km Travelled	Upto 25,000 Kms	
Air Conditioning Requirement	A/C	
Area of Operation	Plains	
Fuel Type	Petrol	
Addon(s)		

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporti ng Officer	Address	Number of Vehicle(s)	Additional Requirement
1	Divya Vashishta	700064,Enforcement Directorate, CGO Complex, 3rd MSO Building, 6th Floor, DF Block, Salt Lake Sector 1	9	• Duration in Months : 12

Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2500 Km X 320 Hours; Local

24*7 (1)

Technical Specifications

Specification	Values
Core	
Vehicle Type	Premium SUV
Type of car (Please select at least 3 options)	Toyota Fortuner , Ford Endeavour , Toyota Innova Crysta
Usage Variant	2500 km x 320 hours
Type of Service	Local 24*7
Year of Vehicle Model	2019 , 2020 , 2021 , 2022
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporti ng Officer	Address	Number of Vehicle(s)	Additional Requirement
1	Divya Vashishta	700064,Enforcement Directorate, CGO Complex, 3rd MSO Building, 6th Floor, DF Block, Salt Lake Sector 1	1	• Duration in Months : 12

Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 3000 Km X 364 Hours; Local 24*7 (1)

Technical Specifications

Specification	Values	
Core		
Vehicle Type	Premium SUV	
Type of car (Please select at least 3 options)	Toyota Innova , Toyota Fortuner , Toyota Innova Crysta	
Usage Variant	3000 Km x 364 hours	
Type of Service	Local 24*7	
Year of Vehicle Model	2019 , 2020 , 2021 , 2022	
Km Travelled	Upto 25,000 Kms	

Specification	Values
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Diesel
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporti ng Officer	Address	Number of Vehicle(s)	Additional Requirement
1	Divya Vashishta	700064,Enforcement Directorate, CGO Complex, 3rd MSO Building, 6th Floor, DF Block, Salt Lake Sector 1	1	• Duration in Months : 12

Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2000 Km X 320 Hours; Local 24*7 (3)

Technical Specifications

Specification	Values	
Core		
Vehicle Type	Premium SUV	
Type of car (Please select at least 3 options)	Toyota Fortuner , Ford Endeavour , Toyota Innova Crysta	
Usage Variant	2000 km x 320 hours	
Type of Service	Local 24*7	
Year of Vehicle Model	2019 , 2020 , 2021 , 2022	
Km Travelled	Upto 25,000 Kms	
Air Conditioning Requirement	A/C	
Area of Operation	Plains	
Fuel Type	Diesel	
Addon(s)		

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporti ng Officer	Address	Number of Vehicle(s)	Additional Requirement
1	Divya Vashishta	700064,Enforcement Directorate, CGO Complex, 3rd MSO Building, 6th Floor, DF Block, Salt Lake Sector 1	3	• Duration in Months : 12

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Purchase Preference (Centre)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Benifits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

4. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

5. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

6. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

7. Service & Support

The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

8. Service & Support

The Service Provider must own 30% of the bid quantity of vehicles in Service Provider's name or in the name of the proprietor / partner of the Service Provider. Necessary documents relating to proof of ownership will be uploaded by the bidder for verification of the buyer. Such Service Provider owned vehicles will be part of the fleet to be deployed by the Service Provider in case he gets the contract against this bid.

9. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

10. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

11. Purchase Preference (State)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Benifits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

12. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

13. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of DDO, Enforcement Directorate, Kolkata payable at Kolkata.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

14. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of DDO,Enforcement Directorate, Kolkata payable at Kolkata. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the <u>General Terms and Conditions</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---



Bid Number: GEM/2022/B/2390107

Dated: 29-07-2022

Bid Corrigendum

GEM/2022/B/2390107-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

- 1. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- 2. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Benifits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.
- 4. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.
- 5. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- 6. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
- 7. The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.
- 8. The Service Provider must own 30% of the bid quantity of vehicles in Service Provider's name or in the name of the proprietor / partner of the Service Provider. Necessary documents relating to proof of ownership will be uploaded by the bidder for verification of the buyer. Such Service Provider owned vehicles will be part of the fleet to be deployed by the Service Provider in case he gets the contract against this bid.
- 9. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- 10. PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted

- staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
- 11. Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Benifits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 12. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
- 13. Bidders can also submit the EMD with Account Payee Demand Draft in favour of DDO, Enforcement Directorate, Kolkata payable at Kolkata.
 Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
- 14. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of DDO,Enforcement Directorate, Kolkata payable at Kolkata. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
- 15. Buyer uploaded ATC document Click here to view the file.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is also governed by the General Terms and Conditions

^{*}This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.





Bid Corrigendum

GEM/2022/B/2390107-C2

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

- 1. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the cor
- 2. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder mexcluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Benificand approved by Buyer after evaluation of documents submitted.
- 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as def 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notification must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in that is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference / and contract will be awarded for percentage of 15% of total value.
- 4. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state
- 5. Dedicated /toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated/toll Free Telephone No.
- 6. Escalation Matrix For Service Support: Bidder/OEM must provide Escalation Matrix of Telephone Numbers for
- 7. The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Serv
- 8. The Service Provider must own 30% of the bid quantity of vehicles in Service Provider's name or in the name ownership will be uploaded by the bidder for verification of the buyer. Such Service Provider owned vehicles v against this bid.
- 9. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid
- 10. PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff d all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
- 11. Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid In Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to ava of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and 5 offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respective in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 12. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the involution because the supplies against the involution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
- 13. Bidders can also submit the EMD with Account Payee Demand Draft in favour of DDO, Enforcement Directora Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to
- 14. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (bes Directorate, Kolkata payable at Kolkata. After award of contract, Successful Bidder can upload scanned copy Buyer within 15 days of award of contract.
- 15. Buyer uploaded ATC document Click here to view the file.
- 16. Buyer Added text based ATC clauses

NOTICE INVITING TENDERS IN TWO BIDS SYSTEM FOR HIRING OF OPERATIONAL VEH

On behalf of president of India bids are invited for awarding the work to lowest bidder/ enlists basis for the Office of the Special Director, Enforcement Directorate, Kolkata in two biregistered/commercial vehicle Service Providers for providing vehicles as per requirement.

2. The (Notice Inviting Tender) tender documents will be available for viewing / downloadir Enforcement Directorate i.e. http://www.enforcementdirectorate.gov.in and https://ger

Important Dat

Procedure of Bid	Dates
Bid Document Collection/Download Start Date & Time	29-07-2022 at 11:00 AM
Bid Submission Start Date & Time	29-07-2022 at 11:30 AM
Bid Submission End Date & Time	18-08-2022 at 03:00 PM
Date & Time of Opening of Technical Bid	18-08-2022 at 04:00 PM
Bid Validity Period	60 days

3. Requirements of vehicles are as under -

TABLE - A

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Item No.	Name of the office	Type of Vehicle	Description	Requirement of vehicle (in No.'s)	Cost Ceiling (exclusive of tax (in Rs.)
	Kolkata Regional Office	Premium SUV vehicles	One vehicle to be used up to 30/31 days every month subject to a maximum of 2500 Kms/ month and 320 hrs (24X7).		
1		Premium SUV vehicles	One vehicle to be used up to 25/26 days every month subject to a maximum of 2000 Kms/ month and		50,000/- per montł

			320 hrs (24X7).	01	
2	KLZO-I & II	Premium SUV vehicles	These vehicle to be used up to 25/26 days every month subject to a maximum of 2000 Kms/ month and 320 hrs (24X7).	02	50,000/- per month
3	Kolkata Regional Office and KLZO-II	Sedan	These vehicle to be used up to 25/26 days every month subject to a maximum of 2000 Kms/ month and 320 hrs (24X7).	04	40,000/- per montł
4	KLZO-1		Vehicle to be used up to 25/26 days every month subject to a maximum of 2000 Kms/ month and 320 hrs (24X7).	05	40,000/- per month
5.	CISF	Premium SUV Vehicle	Vehicle to be used up to 25/31 days every month subject to a maximum of 3000 Kms/ month and 364 hrs (24X7).	01	50,000/- per mont

- **4. Bid Submission:** Bids shall be submitted only through GeM but EMD shall be deposited in indentin Terms and conditions of this contract, mentioned below as per **Annexure -I** and General Terms and c http://www.enforcementdirectorate.gov.in.
- 5. While Bidders/Service providers shall submit their bid mandatorily for vehicles mentioned above in t same. **Number of vehicles is indicative and may vary**. If all bidders are found quoting same ra partial evaluation shall be entertained. In case, the lowest bidder fails to provide services within the may opt services of the second lowest bidder.

6.	Bids submitted on GeM only be considered for tendering process and its evaluation processing .
7.	Bids having quoted rates beyond the ceiling price shall not be considered for evaluation and liable to may be summarily rejected.
8.	Period of Contract: The contract will be for a period of one year from date of signing of contract w on satisfactory performance. Directorate of Enforcement, Kolkata reserves the right to extend or rec one-month prior notice (Please refer Annexure (I&II)).
9.	The tender shall be submitted in two parts viz. technical bid and financial bid. All the physical papers should be sequentially numbered by the bidder irrespective of nature of content of the doc correspondence will be entertained in this matter. Successful bidders needs to submit all relevant do the documents which have been requested in the Annexures and this tender document shall be uple specifications are found satisfactory otherwise the tender will be straight away rejected.
10.	Bidder to upload ITR for last three financial years.
11.	The bidders under MSME/Startup India Category are exempted from the past experience and turnover Earnest Money (EMD) should be 5% of the total ceiling value. EMD submitted in the fo Enforcement Directorate, Kolkata shall be accepted. Details of EMD needs to be mentioned w
	address:- Directorate, CGO Complex, D.F. Block, Salt Lake, Kolkata-700064 before last date of bis suk 45 days beyond the final bid validity period & must be submitted with technical bid, failing whic
13.	Exemption /Relaxation of depositing EMD shall be given as per existing Govt. Rules on request and it w
14.	The EMD of the bidders who are not selected will be refundable within thirty days after the comple forfeited in case the bidder ask for modification in his /her bids or do not accept the contract after be into the contract for the hiring period and submission of a Bank Guarantee for equivalent amount.
15.	The Successful bidder will have to furnish a Performance Security of amount equivalent to 5% of th term of the contract, issued by a scheduled bank as per format at Annexure -V or a Demand Draft iss

16.	The Bidder should have experience in the similar field of providing hired vehicles services in the Cent Government for at least 03 years and having minimum 20 vehicles in operation through their compar
	The above Criterion may be relaxed by the recommendations of Tender Committee as and when nee
17.	The bid forms and other details can be obtained from the CPPP Portal website https://eprocure.g and https://eprocure.g
18.	Bidder who has downloaded the tender from the Central Public Procurement I http://www.enforcementdirectorate.gov.in and https://gem.gov.in/cppp shall not tamper/mupload bids through GeM only. Any other means shall not be accepted. In case if the same is found rejected and bidder is liable to be banned.
19.	Bidders are advised to visit CPPP website https://eprocure.gov.in/eprocure/app and depart regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
20.	Not more than one tender shall be submitted by bidders having business relationship amount directors/shareholders/partners are same, tenderer are relatives among them shall be allowed to tenders of both parties liable to rejection.
21.	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.
22.	While all efforts have been made to avoid errors in the drafting of the tender documents, the bidder tender documents submitted through GeM shall be entertained. The parties to the Bid shall be the 'B Zonal Office –I, Enforcement Directorate, Kolkata.
23.	The bid should be quoted for vehicles registered as taxi or public transport vehicle.

made against Government of India / Deputy Director (Admn.), Enforcement Directorate, Kolkata in res

24.	The vehicle shall be at the disposal of the concerned user throughout the period of agreement, at exposure and familiarity with the city roads must be provided. Dedicated vehicle and driver are not allowed only in exceptional circumstances with the prior intimation to the user.
25.	The Tenderer should keep the following document to justify their capacity to execute the contract Emission Test Certificate, in original.
26.	The owner and the driver shall be bound to carry out the instructions of the user to whom the vehicle
27.	The tenderer must ensure that vehicle have adequate fuel to cover the entire trip.
28.	The tenderer should arrange alternative vehicle immediately in case of breakdown of vehicle. In cas be deducted from monthly bills.
29.	The tenderer is liable for payment of all claim/expenses in case of any accident. He will also indemni negligence on the part of the Driver or poor maintenance of the vehicle.
30.	The tenderer will not utilize the vehicle for any purpose whatsoever even if the vehicle is not being Directorate, CGO Complex, D.F. Block, Salt Lake, Kolkata-700064
31.	The TDS will be deducted as per the provisions of Income Tax Act/Rules issued from time to time fron
32.	In case of any dispute, the decision of the Additional Director/Joint Director, Enforcement Directorate,

33.	In case of breach of terms and conditions mentioned above, the competent authority will have the payable by the department in that situation.
34.	For termination of this agreement, two months prior notice will be required from the service provi notice of 30 days without assigning any reason whatsoever.
35.	The service provider/engaged personnel shall not divulge or disclose any details of officers/official organizational matters, confidential/secret information etc., if any, to any person/agency. In case o required.
l	
36.	The undersigned reserves the right to reject any bid without assigning any reason. Also, this offic entertained.
37.	The Bidder should clarify any doubt/query. if any, from Shri Mukesh Kumar Yadav, Enforcen Building, DF Block, Salt Lake, Kolkata on any working day between 11.00 A.M.to 05:00 P.M on Phone N
F. No.	
Kolkata),
Copy t	0: -
1.	Admin Section for uploading the same on CPP Portal website. The Deputy Director (Admin), ED, HO, New Delhi with request to upload the same on the official webs
3.	Notice Board of Enforcement Directorate, Kolkata
	ANNEXURE-I
	TERMS & CONDITIONS OF
	-

Interested parties are requested to submit their bids mentioning therein the rates to be charged by the

The Enforcement Directorate, Kolkata, shall be liable to pay the hiring charges which is inclusive of

i)

insurance, petrol/diesel consumed, oil and any other incidental expenses etc.

- ii) Service provider has to ensure that all the drivers should be fully vaccinated and follow all the covi interval.
- iii) The vehicle should be available at the disposal of the Department for 25-30 days in a month (includin be used to make outstation trips and may be called during odd hours, when required. During outs vehicles on any other works in addition to regular service outside West Bengal.
- iv) As regard vehicle timing, the transport operator should not pass on the instructions to the driver conof Enforcement, Kolkata.
- v) The monthly hiring charges (exclusive of Goods and Services Tax) shall be on the basis of zero-k Kolkata, as the case may be. A log book / duty slips duly acknowledged by the user should be having be verified by the dealing staff. The verified log records shall be submitted along with bills at the end
- vi) The vehicles offered for hiring should be registered as taxi and **should be registered after Dec** interiors & upholstery. The service book of the vehicle may be inspected. The vehicle should comp competent authority under the period of contract.
- vii) On acceptance, the vehicle provider would deploy a well experienced driver with good eye sight a department in respect of each and every driver deputed for duty.
- viii) Driver should be in proper uniform, well versed with Kolkata/WB routes and places and should be we and shall observe all etiquette and protocol while performing duty. He should have, working mobile will be allowed for lunch/tea of the driver.
- ix) It will be the responsibility of the service provider to ensure that the vehicle is washed, sanitized and
- x) There should be at least two sets of white covers, towels and napkins in the car to be provided to provided by the service provider.
- xi) The hiring charges will be paid to the service provider on monthly basis. TDS and other taxes as appli
- xii) Payment will be made after the bills are cleared by competent authorities of Enforcement Directorate
- xiii) The period of contract is for one year or for period as extended, starting from the date of signing of co

ANNEXURE-II

GENERAL TERMS AND C

- **1. Parties:** -The parties to the Contract are the service provider/ service providers (the bidders to whom 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 service address by a separate letter sent by registered post with acknowledgement due to Office of the Enforcen 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
 - i) The Technical Bid shall contain the number of years of experience of the service provider in this fi vehicle offered, details of permit, if any, required for hiring of vehicle, insurance details, GSTIN & attached with the Technical Bid. **Financial quotes such as amount quoted per month etc. sho**t 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
- 4. Signing of Tender documents: Individual Signing the tender or other documents connected with con
 - (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 copartnership either by virtue of the partnership agreement or by a power of attorney duly executed by
 - (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 attempartners admitting execution of the partnership agreement or the general power of attorney. The attested
- **6.** In the case of partnership firms, where no authority to refer disputes concerning the business of partnership 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 persons so signing had no authority to do so, Office of the Enforcement Directorate, Kolkata may, without 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 be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMO**\(\) cases where signing of a separate agreement is considered by Office of the Enforcement Directorate, Koll
- **9.** The Technical bid should be submitted/uploaded in form given in **Annexure-III** along with other docur registered in the name of the tenderer or his firm with photo copies of RCs and any other information sou
- 10. The Financial Bid should be submitted in the form given in Annexure-IV. The Financial Bids of those bid
- 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
- **13. Criterion for Evaluation of Tender: -**The evaluation of the tenders will be made first on the basis of te information furnished in form given in **Annexure-IV**. The Financial bid **Annexure-IV** of such firms found
- **14.** In the event of two or more bidders quoting the same price for the tender, then other technical & financi Kolkata may, without prejudice select the eligible service provider(s) or may consider to enlist more th providers as and when required.
- **15.** The eligible bidder(s) have to provide the details of the vehicles owned / in Possession for providing on vehicle) within one week after receiving the work order in the application itself.
- 16. Right of Acceptance: -
- 16.1 The Office of the Enforcement Directorate, Kolkata, reserves all rights to reject any tender inclu whatsoever and does not bind itself to accept the lowest or any specific tender. The award of work will decision of the Enforcement Directorate, Kolkata, in this regard shall be final and binding.
- 16.2 Any failure on the part of the service provider to observe the prescribed procedure and any attempt t
- 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 exprovide requisitioned vehicles, Office of the Enforcement Directorate, Kolkata reserves the right to 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 herein provided.
19. Disclaimer: - The near relatives of employees of Enforcement Directorate, Kolkata or employees working 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).
20. Breach of Terms and Conditions: - In case of breach of any of terms and conditions mentioned above reason thereof, and nothing will be payable by Office of the Enforcement Directorate, Kolkata in that ever
21. Prices and price components shall be firm and shall not be subject to any price variation or adjustment or
22. Subletting of Work:-The service provider shall not assign or sublet the work or any part of it to any oth
23. The tender is not transferable.
24. The vehicles should be registered as taxi or public transport vehicles.
25. Bid should be accompanied with EMD as per format at Annexure - III (A&B)).
26. A performance Security of 5 % of estimate work value for one year has to be deposited in the form o bank as per format at Annexure –V or a demand draft issued by a schedule bank, favoring "DDO, Enfor shall be paid on it and Enforcement Directorate, Kolkata may consider forfeiting it on account of lapse(s)
27. Terms of payment:
 Neither payment shall be made in advance nor any loan from of any bank or financial institution shall
2. The service provider shall submit the bill on monthly basis in the first week of following month in resp
3. All payments shall be made online.

- 4. The Office of the Enforcement Directorate, Kolkata shall be at liberty to withhold any of the payments
- 5. The term "payment" includes all types of payment due to the service provider arising on account of of the contract.
- 28. Contract can be terminated with one-month prior notice.
- 29. Jurisdiction of the Court: -In case of any dispute of any kind and in respect of whatsoever arising out c

ANNEXURE-II

TECHNICAL BI

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

07. EMD Details:

Item No.	N u m b e r of vehicles under	N u m b e r of vehicles under	Total Amount of EMD submitted	Details of the Instruments for EMD
	Category of Vehicles	Category of Vehicles		
	Mid-Sized and SUV vehicles	Sedan and similar size vehicles		
1				

	2						
	3						
	4						
	5						
	DECLARATIO						
1			am comp		Son/Daughter/Wife of Shri eclaration and execute this tende		
2	. I have caref	fully read and unders	stood all the terms &	conditions of the ter	nder and undertake to abide by t		
3	. My Agency/	Firm / Company have	e not been black liste	ed by any of the orga	anization /govt. department as or		
4	Tender Con	I declare that in the event we fail to execute formal contract agreement within the given timeline or I /w Tender Conditions which attracts penal action of forfeiture of EMD and I/ we will be suspended from bein period of one year from the date of committing such breach.					
5		The information / documents furnished along with the application are true and authentic to the best of r information /fabricated document would lead to rejection of my tender at any stage.					
D	Dated:						
	Place:						
					ANNEXURE-I\		
					FINANCIAL BI		

(To be submitted in a separate sealed envelope

1.	Name, A	Address ar	nd Telep	hone numl	ber of Bio	dder:-

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

SI. No.	Description	Item No.	Rate per month for one vehicle in Rs. (Exclusive of GST)	Total amount per month (Exclusive of GST)	Extra Charges per kms. /per hr. beyond prescribed limit(Rs.)
01	Premium SUV to be used up to 30/31 days every month subject to a maximum of 2500 Kms/ month and 320 hrs.(24X7) (including Saturdays/Sundays/Holidays	1			
01	Premium SUV to be used up to 25/26 days every month subject to a maximum of 2000 Kms/ month and 320 hrs.(24X7) (including Saturdays/Sundays/Holidays	1			
02	Premium SUV to be used up to 25/26 days every month subject to a maximum of 2000 Kms/ month and 320 hrs.(24X7) (including Saturdays/Sundays/Holidays	2			
03	Premium SUV to be used up to 25/31 days every month subject to a maximum of 3000 Kms/month and 364	5			

		hrs (24X7). (including Saturdays/Sundays/Holidays			
		Sedan to be used up to 25/26 days every month	3		
(04	subject to a maximum of 2000 Kms/ month and 320 hrs.(24X7) (including Saturdays/Sundays/Holidays	4		

- A) I have thoroughly examined and understood all the terms and conditions as contained in the
- B) I offer to work at the rates as indicated above, inclusive of all applicable taxes.
- C) I have read the terms and conditions of the Tender Notice and I agree to and undertake to ab

ANNEXURE-V

Kolkata			
Kolkata Zonal Off	ïce-l		
Enforcement Dire	ectorate,		
The Deputy Direc	tor (Admn.)		
То			

AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you

compliance with the successful bidder's performance obligations in accordance with the contract.
AND WHEREAS we have agreed to give unconditional and irrevocable guarantee for the successful bidder.
THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rsyou, upon your first written demand declaring the successful bidder to be in default under the contract and we needing to prove or to show the grounds or reasons for your demand or the sum specified therein.
A letter from your office that the successful bidder has committed default in the due and faithful performance final and binding on us. We further agree that you shall be the sole judge as to whether the successful biddedecision that he is in default shall be final and binding on us, notwithstanding any differences between you another court or tribunal or authority.
In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any our liability or obligation under this guarantee. You shall have liberty, without affecting in any manner our lia extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enotbe released from our liability or obligation under this guarantee by any exercise of such liberty by you or of
We undertake not to revoke this guarantee during its currency.
Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certification.
This guarantee shall come into force with immediate effect and shall remain in force and effect for a period provisions of the contract.
Signed and sealed this day of 20 at
SIGNED SEALED AND DELIVERED For and on behalf of (Name of the bank)
Name:
Designation:
Address:

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the b terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, in mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or would not be considered part of bid. Further any reference of conditions published on any external site or reference objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their repr field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to r such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auct

fee through ATC clauses would be treated as null and void.

This Bid is also governed by the General Terms and Conditions

^{*}This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.



Government of India

अपरनिदेशककाकार्यालय.जोन-।

Office of the Additional Director, Zone I

प्रवर्तन निदेशालय/ENFORCEMENT DIRECTORATE

सी.जी.ओकॉम्प्लेक्स,तृतीयएम.एस.ओ.भवन,छठा तल,डी .एफ .ब्लॉक CGO Complex, 3rd MSO Building, 6th Floor, DF Block, साल्ट लेक,कोलकाता – 700064**Salt Lake, Kolkata – 700 064** दूरभाष सं0/Tel.No.: 23219210,23219236फैक्स/Fax : 23378346:

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

फा. सं/F. NO. D-16/01/Kol/2019/Vol III/

दिनांक/DATED- 28/07/2007

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

On behalf of president of India bids 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) through GeM from the interested Kolkata based **registered/commercial vehicle Service Providers** for providing vehicles as per requirement given in Table - A. These vehicles shall be operational in whole state of West Bengal.

2. The (Notice Inviting Tender) 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 and https://gem.gov.in

Important Dates

Procedure of Bid	Dates
Bid Document Collection/Download Start Date & Time	29-07-2022 at 11:00 AM
Bid Submission Start Date & Time	29-07-2022 at 11:30 AM
Bid Submission End Date & Time	18-08-2022 at 03:00 PM
Date & Time of Opening of Technical Bid	18-08-2022 at 04:00 PM
Bid Validity Period	60 days

3. Requirements of vehicles are as under -

TABLE - A

Item No.	Name of the office	Type of Vehicle	Description	Requirement of vehicle (in No.'s)	Cost Ceiling (exclusive of taxes) (in Rs.)
1	Kolkata Regional Office	Premium SUV vehicles	One vehicle to be used up to 30/31 days every month subject to a maximum of 2500 Kms/ month and 320 hrs (24X7).	01	50,000/- per month
		Premium SUV vehicles	One vehicle to be used up to 25/26 days every month subject to a maximum of 2000	01	



			Kms/ month and 320 hrs (24X7).		
2	KLZO-I & II	Premium SUV vehicles	These vehicle to be used up to 25/26 days every month subject to a maximum of 2000 Kms/ month and 320 hrs (24X7).	02	50,000/- per month
3	Kolkata Regional Office and KLZO-II	Sedan	These vehicle to be used up to 25/26 days every month subject to a maximum of 2000 Kms/ month and 320 hrs (24X7).	04	40,000/- per month
4	KLZO-1		Vehicle to be used up to 25/26 days every month subject to a maximum of 2000 Kms/ month and 320 hrs (24X7).	05	40,000/- per month
5.	CISF	Premium SUV Vehicle	Vehicle to be used up to 25/31 days every month subject to a maximum of 3000 Kms/ month and 364 hrs (24X7).	01	50,000/- per month

- 4. **Bid Submission:** Bids shall be submitted only through GeM but EMD shall be deposited in indenting office 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 in **annexure II** as uploaded on GeM & CPPP & departmental website i.e. http://www.enforcementdirectorate.gov.in.
- While Bidders/Service providers shall submit their bid mandatorily for vehicles mentioned above in two bids. Both bids shall be evaluated separately and technical bid for both the bids will be the same. 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 as mentioned in work order or commits any other breach of contract, this office may opt services of the second lowest bidder.
 - **6.** Bids submitted on GeM only be considered for tendering process and its evaluation processing.
 - 7. 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.

- 8. **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 of three years** 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 (Please refer Annexure (I&II)).
- 9. The tender shall be submitted in **two parts viz. technical bid and financial bid.** All the physical copy of scanned pages of bid being submitted must be duly filled and duly signed. All relevant papers should be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Fax/email etc. shall not be considered. No correspondence will be entertained in this matter. Successful bidders needs to submit all relevant documents uploaded on GeM along with their bid(s) in original in this office. Scanned copies of all the documents which have been requested in the Annexures and this tender document shall be uploaded and should be clearly visible. The Financial Bid/Bids will be taken up only if the technical specifications are found satisfactory otherwise the tender will be straight away rejected.
- 10. Bidder to upload ITR for last three financial years.

DIGI I KOIKS

- 11. The bidders under MSME/Startup India Category are exempted from the past experience and turnover criteria and Submission of EMD and accordingly froof of exemption of same must be attached.
- 12. Earnest Money (EMD) should be 5% of the total ceiling value. EMD submitted in the form of Account Payee Demand Draft in favor of the Drawing and Disbursing Officer, Enforcement Directorate, Kolkata shall be accepted. Details of EMD needs to be mentioned while uploading Technical bids on GeM and original instruments to be submitted in office at the address:-Directorate, CGO Complex, D.F. Block, Salt Lake, Kolkata-700064 before last date of bis submission. The original instrument in respect of Earnest Money should have validity period of 45 days beyond the final bid validity period & must be submitted with technical bid, failing which bid shall be summarily rejected without consideration.
 - 13. Exemption /Relaxation of depositing EMD shall be given as per existing Govt. Rules on request and it will be considered only when relevant document/certificates are uploaded on GeM.
 - 14. The EMD of the bidders who are not selected will be refundable within thirty days after the completion of the tender process. No interest would be payable on account of EMD. The EMD will be forfeited in case the bidder ask for modification in his /her bids or do not accept the contract after being awarded the same .The EMD of the successful bidder would be returned only after entering into the contract for the hiring period and submission of a Bank Guarantee for equivalent amount.

- 15. The Successful bidder will have to furnish a Performance Security of amount equivalent to 5% of the expected annual value in the form of either a Bank Guarantee, valid for 60 days beyond the term of the contract, issued by a scheduled bank as per format at Annexure –V or a Demand Draft issued by a Scheduled Bank, favoring "DDO, Enforcement Directorate, Kolkata". No claim shall be made against Government of India / Deputy Director (Admn.), Enforcement Directorate, Kolkata in respect of interest accrued, if any, due on the Performance Security Deposit.
- 16. The Bidder should have experience in the similar field of providing hired vehicles services in the Central Government's Ministries/Department/Autonomous Bodies/PSU's/Organizations under Central Government for at least 03 years and having minimum 20 vehicles in operation through their companies/concerns.

The above Criterion may be relaxed by the recommendations of Tender Committee as and when need arises.

- 17. The bid forms and other details can be obtained from the CPPP Portal website https://eprocure.gov.in/eprocure/app and department website http://www.enforcementdirectorate.gov.in and https://gem.gov.in/cppp.
- 18. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app and department website http://www.enforcementdirectorate.gov.in and https://gem.gov.in/cppp shall not tamper/modify the tender form including downloaded price bid template in any manner. Bidders can upload bids through GeM only. Any other means shall not be accepted. In case if the same is found to be tempered/modified in any manner/submitted through other way, bid will be summarily rejected and bidder is liable to be banned.

Bidders are advised to visit CPPP website https://eprocure.gov.in/eprocure/app and department website http://www.enforcementdirectorate.gov.in and https://gem.gov.in/cppp regularly till losing date of submission of tender for any corrigendum / addendum/ amendment.

Not more than one tender shall be submitted by bidders having business relationship among themselves. Under no circumstance related parties like any companies/concerns where directors/shareholders/partners are same, tenderer are relatives among them shall 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.

21. 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.

- 22. While all efforts have been made to avoid errors in the drafting of the tender documents, the bidder is advised to check the same care carefully. No claim on account of any errors detected in the tender documents submitted through GeM shall be entertained. The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the Additional Director, Kolkata Zonal Office –I, Enforcement Directorate, Kolkata.
- 23. The bid should be quoted for vehicles registered as taxi or public transport vehicle.
- 24. The vehicle shall be at the disposal of the concerned user throughout the period of agreement, at all times. Dedicated vehicle and driver having valid driving license and sufficient experience, exposure and familiarity with the city roads must be provided. Dedicated vehicle and driver are not to be changed without prior approval of then user/hiring authority. Change of drivers will be allowed only in exceptional circumstances with the prior intimation to the user.
- 25. The Tenderer should keep the following document to justify their capacity to execute the contract: Certificate of Registration of vehicle, Insurance of vehicle, Road Tax certificate, fitness test, Emission Test Certificate, in original.
- **26.** The owner and the driver shall be bound to carry out the instructions of the user to whom the vehicle will be assigned as well as the officers.
- 27. The tenderer must ensure that vehicle have adequate fuel to cover the entire trip.
- 28. The tenderer should arrange alternative vehicle immediately in case of breakdown of vehicle. In case of the inability of tenderer to provide alternative vehicle, an amount of Rs. 2500 per day will be deducted from monthly bills.
- 29. The tenderer is liable for payment of all claim/expenses in case of any accident. He will also indemnify the office of the concerned officer against any loss/damage/of property or life attributable to negligence on the part of the Driver or poor maintenance of the vehicle.
- 30. The tenderer will not utilize the vehicle for any purpose whatsoever even if the vehicle is not being used by the departmental Officers. The vehicle is to be parked in the premises of Enforcement Directorate, CGO Complex, D.F. Block, Salt Lake, Kolkata-700064

- **31.** The TDS will be deducted as per the provisions of Income Tax Act/Rules issued from time to time from the payment to be made and a certificate to this effect will be issued.
- **32.** In case of any dispute, the decision of the Additional Director/Joint Director, Enforcement Directorate, Kolkata over the issue shall be final and binding on all the parties concerned.
- 33. In case of breach of terms and conditions mentioned above, the competent authority will have the right to cancel the contract without assigning any reason thereof and no damage/loss will be payable by the department in that situation.
- **34.** For termination of this agreement, two months prior notice will be required from the service provider's side in writing. The Enforcement Directorate, can however, terminate this contract on a notice of 30 days without assigning any reason whatsoever.
- 35. The service provider/engaged personnel shall not divulge or disclose any details of officers/officials/office, operational process, technical know-how, security arrangements and administrative / organizational matters, confidential/secret information etc., if any, to any person/agency. In case of violation of the said terms & conditions, strict action including penal action will be taken, if required.
- **36**. The undersigned reserves the right to reject any bid without assigning any reason. Also, this office does not bind itself to accept the lowest tender. No correspondence, in this regard, will be entertained.
- 37. The Bidder should clarify any doubt/query. if any, from **Shri Mukesh Kumar Yadav, Enforcement Officer (Admin.),** Kolkata Zonal Office –I, Enforcement Directorate, 6th Floor, 3rd MSO Building, DF Block, Salt Lake, Kolkata on any working day between 11.00 A.M.to 05:00 P.M on Phone No. 033-2321-9236.

(A.H. KHAN)
DEPUTY DIRECTOR
ENFORCEMENT DIRECTORATE

F. No. Kolkata, **Copy to: -**

- 1. Admin Section for uploading the same on CPP Portal website.
- 2. The Deputy Director (Admin), ED, HO, New Delhi with request to upload the same on the official website of this Directorate.
- 3. 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 which is inclusive of salary and allowances of the driver, his outstation stay, repair and maintenance of vehicle, insurance, petrol/diesel consumed, oil and any other incidental expenses etc.
- ii) Service provider has to ensure that all the drivers should be fully vaccinated and follow all the covid protocol at the time of discharge of duty in this office. Vehicle must be sanitized on regular interval.
- iii) The vehicle should be available at the disposal of the Department for 25-30 days in a month (including Saturdays, Sundays & holidays if required on call basis) for 10 to 12 hrs per day. It may also be used to make outstation trips and may be called during odd hours, when required. During outstation trips, the vehicle should be available at all times. This office may hire/take services of vehicles on any other works in addition to regular service outside West Bengal.
- iv) As regard vehicle timing, the transport operator should not pass on the instructions to the driver concerned. All the instructions should be routed through the concerned authority of the Directorate of Enforcement, Kolkata.
- v) 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 slips duly acknowledged by the user should be having details of distance travelled in (KM) on daily basis. It 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 end of month to this office.
- The vehicles offered for hiring should be registered as taxi and **should be registered after**December, 2019. Vehicle 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.

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- vii) On acceptance, the vehicle provider would deploy a well experienced driver with good eye sight and having a valid Driving License, for each of the hired vehicles. KYC should be submitted to department in respect of each and every driver deputed for duty.
- viii) 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 not have any criminal record and shall observe all etiquette and protocol while performing duty. He should have, 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.

- ix) It will be the responsibility of the service provider to ensure that the vehicle is washed, sanitized and maintained regularly.
- x) There should be at least two sets of white covers, towels and napkins in the car to be provided by the service provider and should be changed every week. The air spray & sanitizer is to be provided by the service provider.
- xi) 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.
- xii) Payment will be made after the bills are cleared by competent authorities of Enforcement Directorate.
- 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.

ANNEXURE-II

GENERAL TERMS AND CONDITIONS

- 1. Parties: -The parties to the Contract are the service provider/ service providers (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 service provider mentioned in the tender shall be final unless the service provider notifies a change of address by a separate letter sent by registered post with acknowledgement due to Office of the Enforcement Directorate, Kolkata. The service provider 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 documents :** 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.
 - 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.
 - 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/uploaded 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 concluded and finalized on GeM.
- 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) within one week after receiving the work order in the application itself.
- 16. 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 loce, does not bind itself to accept the lowest or any specific tender. The award of work will be further subjection.

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 service provider to observe the prescribed procedure and any attempt to canvass for the work will prejudice the service provider'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 Service provider 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 service provider 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. Bid should be accompanied with EMD as per format at Annexure III (A&B)).
- **26. A performance Security** of 5 % of estimate work value for one year has to be deposited in the form of either a bank guarantee, valid for 60 days beyond the term of contract, issued by a schedule bank as per format at Annexure –V or a demand draft issued by a schedule bank, favoring "DDO, Enforcement Directorate, Kolkata". This performance security deposit 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.

27. 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 service provider 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 withhold 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 service provider arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate Clauses of the contract.
- 28. Contract can be terminated with one-month prior notice.
- **29. Jurisdiction of the Court:** -In case of any dispute of any kind and in respect of whatsoever artiful of tender/contract, the decision of the Hon'ble Court at Kolkata will be final and binding.

ANNEXURE III

TECHNICAL BID

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

07. EMD Details:

Item No.	Number of	Number of	Total Amount of	Details of the Instruments for
	vehicles under	vehicles under	EMD submitted	EMD
	Category of Vehicles			
	venicles	Vehicles Sedan and similar		
	Mid-Sized and SUV vehicles	size vehicles		
1				
2				
3				
4				
5				

(Signature of Authorized Signatory with date & Stamp)

DECLARATION

I	(Son/Daughter/Wife	of
5111 1	&Proprietor / Director/Authorized Signatory of the (Age	ncy
/ 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. I declare that in the event we fail to execute formal contract agreement within the given timeline or I /we fail to submit a performance security within the given timeline or I/ we commit any breach of Tender Conditions which attracts penal action of forfeiture of EMD and I/ we will be suspended from being eligible for bidding/ award of all future contract(s) of Enforcement Directorate, Kolkata for a period of one year from the date of committing such breach.
- **5.** 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)

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

SI. No.	Description	Item No.	Rate per month for one vehicle in Rs. (Exclusive of GST)	Total amount per month (Exclusive of GST)	Extra Charges per kms. / per hr. beyond prescribed limit(Rs.)
01	Premium SUV to be used up to 30/31 days every month subject to a maximum of 2500 Kms/ month and 320 hrs.(24X7) (including Saturdays/Sundays/Holiday s Premium SUV to be used up to 25/26 days every month subject to a maximum of 2000 Kms/ month and 320 hrs.(24X7) (including Saturdays/Sundays/Holiday s	1			
02	Premium SUV to be used up to 25/26 days every month subject to a maximum of 2000 Kms/ month and 320 hrs.(24X7) (including Saturdays/Sundays/Holiday s	2			
03	Premium SUV to be used up to 25/31 days every month subject to a maximum of 3000 Kms/month and 364 hrs (24X7). (including Saturdays/Sundays/Holiday s	5			



04	Sedan to be used up to 25/26 days every month subject to a maximum of 2000 Kms/ month and 320 hrs.(24X7) (including Saturdays/Sundays/Holiday	3	
		4	

- A) I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
- B) I offer to work at the rates as indicated above, inclusive of all applicable taxes.
- C) 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)

ANNEXURE-V

To The Deputy Director (Admn.) Enforcement Directorate, Kolkata Zonal Office-I Kolkata

WHEREAS

"Successful Bidder" has undertaken, Work Order No.	dated						
2021 to	_(Description	of Ser	vices)	hereinafter	called	"the	
Contract" in pursuance of Tender Document dated Kolkata.		issued	by E	Enforcement	Directo	orate,	
AND WHEREAS it is one of the terms of the tender do performance bank guarantee by a nationalized bank for				l bidder has	to sub	mit a	
AND WHEREAS it has been stipulated by you in the sayou with a bank guarantee by a nationalized bank compliance with the successful bidder's performance obtained.	for the sum	specifie	d the	rein as secu	arity for		
AND WHEREAS we have agreed to give unconditional an	nd irrevocable ş	guarante	ee for	the successfi	ul bidde	er.	
THEREFORE WE hereby affirm that we are guarantors a	and responsibl	le to you	up to	a total sum	of Rs		

(Name of Successful bidder) hereinafter called

A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us, notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall notbe released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

We undertake not to revoke this guarantee during its currency.

Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of two months beyond the validity of the contract or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this

day of

20....

at

SIGNED SEALED AND DELIVERED

For and on behalf of (Name of the bank)

(Signature)

Name:

Designation:

Address:

