



भारत सरकार  
Government of India  
अपर निदेशक का कार्यालय, ज़ोन-1  
Office of the Additional Director, Zone I  
प्रवर्तन निदेशालय/ENFORCEMENT DIRECTORATE  
सी.जी.ओ.कॉम्प्लेक्स, तृतीयएम.एस.ओ. भवन, छठा तल, डी.एफ. ब्लॉक  
CGO Complex, 3<sup>rd</sup> MSO Building, 6<sup>th</sup> Floor, DF Block,  
साल्ट लेक, कोलकाता - 700064 Salt Lake, Kolkata - 700 064  
दूरभाष सं0/Tel.No.: 23219210, 23219236 फैक्स/Fax : 23378346:  
E-mail: admn.kol-enforce@gov.in

फा. सं/फ. NO. D-16/01/Kol/2019/Vol II/2418

दिनांक/ DATED- 13-11-2023

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

Sealed Tenders are invited for awarding the work to lowest bidder/ enlistment of service providers for hiring of operational vehicles along with drivers on monthly rental basis for the Office of the Special Director, Enforcement Directorate, Kolkata and Kolkata Zonal Office-I, Enforcement Directorate Kolkata in two bids system (viz. Technical and Financial) from the interested West Bengal 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 tender documents will be available for viewing / downloading on CPP portal i.e. <https://eprocure.gov.in/eprocure/app/> and departmental website of Enforcement Directorate i.e. <http://www.enforcementdirectorate.gov.in>.

**Important Dates**

Procedure of Bid	Dates
Bid Document Collection/Download Start Date & Time	14-11-2023, 11:00 AM
Bid Submission Start Date & Time	14-11-2023, 02:00 PM
Bid Submission End Date & Time	28-11-2023, 02:00 PM
Date & Time of Opening of Technical Bid	28-11-2023, 03:00 PM

3. Details of requirement of Operational Vehicles with 180 mm minimum ground clearance are as under-

**TABLE - A**

Sl. No.	Type of Vehicle/ Make of Vehicle required	Description	Requirement of vehicle (in No.'s)	Cost Ceiling (exclusive of taxes in Rs.)	Extra KMs/Hours celling Charge. (ex clusive of taxes in Rs.)
1.	<b>SUV vehicles</b> 1) Toyota Innova Crysta  <b>Make of vehicle</b> 2021, 2022, 2023	Vehicle to be used 24 x 7 subject to 2500 Kms X 320 Hrs. per month, after which rates of extra Kms or extra Hrs shall be applicable as per Tender document.	03	50,000/- per month	Rs. 20/- Per KMs Rs. 156/- Per Hour (after completion of 2500 Kms X 320 Hrs)
2	<b>SUV vehicles</b>	Vehicle to be used 24 x 7	06		Rs. 19/- Per KMs

	1) Maruti Suzuki Ertiga (hybrid) 2) Maruti Suzuki XL6 (hybrid) <b>Make of vehicle</b> 2021, 2022, 2023	subject to 2500 Kms X 320 Hrs. per month, after which rates of extra Kms or extra Hrs shall be applicable as per Tender document.		47,000/- per month	Rs. 147/- Per Hour  (after completion of 2500 Kms X 320 Hrs)
3	<b>SUV Vehicle</b> 1) <b>Scorpio</b> <b>Make of vehicle</b> 2021, 2022, 2023	Vehicle to be used 24 x 7 subject to 2500 Kms X 320 Hrs. per month, after which rates of extra Kms or extra Hrs shall be applicable as per Tender document.	01	47,000/- per month	Rs. 19/- Per KMs  Rs. 147/- Per Hour  (after completion of 2500 Kms X 320 Hrs)

4. **Bid Submission:** Bids shall be submitted in physical copy at this office address during normal office hours. Bidders are advised to follow the instructions and note the Terms and conditions of this contract, mentioned below as per **Annexure -I** and General Terms and conditions mentioned as **Annexure II**. In the event of any of the above-mentioned date being subsequently declared as a Holiday / Closed day for the office, the tenders will be opened on the next working day at the scheduled time. The interested bidders / vehicle providers who comply with the terms & conditions of this tender notice may upload their bids under two bid systems for the subjected service on CPPP portal (<https://eprocure.gov.in/eprocure/app/>), which will be e-processed by the Department. The schedule of the subjected e-tender is mentioned above. The tender details can be downloaded from the official website of the department <http://www.enforcementdirectorale.gov.in> and <https://eprocure.gov.in/eprocure/app/>.
5. While Bidders/Service providers shall submit their bid mandatorily for vehicles mentioned above in two separate envelope and having financial bid for 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 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.
7. **Period of Contract:** The contract will be for a period of one year from date of signing of contract with successful bidder(s) which may be extended mutually for further tenure on satisfactory performance. Directorate of Enforcement, Kolkata reserves the right to extend or reduce the period of time. It can terminate the contract in case of poor performance after giving one-month prior notice (Please refer

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Annexure (I & II). The Directorate of Enforcement Authorities can however terminate this contract on a notice of 15 days without assigning any reason of termination.

8. The tender shall be submitted in **two parts viz. technical bid and financial bid**. All the pages of bid being submitted must be duly filled and signed. All relevant papers should be sequentially numbered by the bidder irrespective of nature of content of the documents before submitting. The offers submitted by Fax/email etc. shall not be considered. No correspondence will be entertained in this matter.
9. Earnest Money Deposit has been relaxed as per OM No. F. 9/4/2020-PPD dated 12<sup>th</sup> November, 2020 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India. But, Bid should be accompanied by an **"Bid Security Declaration"** as per format at Annexure-V accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.
10. 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 - VI or a Demand Draft issued by a Scheduled Bank, favouring "DDO, Enforcement Directorate, Kolkata". No claim shall be made against Government of India / Assistant Director (Admn.), Enforcement Directorate, Kolkata in respect of interest accrued, if any, due on the Performance Security Deposit.



11. 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 if he is bidding for a single item/category and upto 05 years and having minimum upto 30 vehicles in operation through their companies if he is bidding for multiple items/all category. Relevant proof in support shall be submitted.

This Criterion may vary as per recommendations of Tender Committee/Account Section of this office depending on number of bids submitted by individual bidders.

12. 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>.
13. 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> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be summarily rejected and bidder is liable to be banned.
14. Bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> and department website <http://www.enforcementdirectorate.gov.in> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

15. Not more than one tender shall be submitted by bidders having business relationship among themselves. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another [i.e. when one or more partner(s)/director(s) are common] be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
16. 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.
17. 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 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.

**18. Mandatory Terms and Conditions: -**

While quoting the rates, every service provider while tendering / bidding should specifically note that-

i) Rate (s) quoted should be for a registered vehicle which is registered on or after 01.01.2021 only and without any accident history, in excellent and neat exterior, interior, and running condition and which shall also be so maintained during the period of hire / contract.

ii) The hiring charges shall be on the basis of zero based mileage i.e., mileage starting / ending from / at the office of Enforcement Directorate, Kolkata.

iii) The vehicle shall be provided on all day including Saturday, Sunday and Holiday, if required from the service provider. The vehicles are required for 24X7 hrs if necessary.

v) The log book should be maintained in line with the log book system for the Departmental vehicles.

**20. The rate quoted should be for vehicles registered as taxi or public transport vehicle i.e. Yellow number plate vehicle.**

21. Interested vendors may submit their bids along with the requisite documents in two separate sealed cover, one super-scribed with **Technical Bid for "Hiring of operational vehicles" (containing Annexure - III (A))** and another **"Financial Bid for Hiring of operational vehicles" (containing Annexure - IV (A))**. **The duly filled up forms, kept in these two separates envelops should be placed into a single envelop/packet and the same can be dropped on sealed tender box kept in the office of Directorate of Enforcement, 6<sup>th</sup> Floor, C.G.O. Complex, Salt Lake - 700 064 at the earliest, but not later than 14-00 hrs on 28.11.2023** Or can be sent through Speed Post and Speed Post must arrive in the office on or before **28.11.2023** at 14:00 pm The formats for bids are given in Annexure III, IV & V. The bids will be opened on **28.11.2023 at 15-00 hours**. Bidders/parties or their authorized representatives, if any, who wish to remain present at the time of opening of tender may be allowed. **The Technical Bids will be opened first and only those agency/contractor/firm, who fulfill the technical terms and conditions, will be eligible for participating in the financial bids.**



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22. The Bidder should clarify any doubt/query. if any, from **Shri D.P Das, Superintendent**, Kolkata Zonal Office –I, Enforcement Directorate, 6<sup>th</sup> Floor, 3<sup>rd</sup> MSO Building, DF Block, Salt Lake, Kolkata on any working day between 11.00 A.M.to 05:00 P.M during the period 14-11-2023 to 28-11-2023

F. No. D-16/01/Kol/2019/Vol-III

D.P Das  
SUPERINTENDENT  
ENFORCEMENT DIRECTORATE

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 24 x 7 in a month and also Sundays & holidays if required. It will also be used to make outstation trips and can be called during odd hours, when required. During outstation trips, the vehicle should be available at all times with no restriction of hours. This office may take services of vehicles on urgent works in addition to regular service out-side West Bengal.
- iv) As regard vehicle timing, the vehicle vendor will not pass on the instructions directly to the driver concerned. All the instructions should be routed through the concerned authority of the Directorate of Enforcement, Kolkata.
- 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 slip duly acknowledged by the user for maintaining reading of travelling distance (km.) on daily basis should be kept with driver and same may be verified by the dealing staff. The verified log records shall be submitted along with bills at the month end to this office.

vi) The vehicles offered for hiring should be registered as taxi with yellow number plate and **should not be registered before 01-01-2021**. It should be in excellent running condition with proper exteriors and new interiors & upholstery. The service book of the vehicle may be inspected. The vehicle should comply with the norms of pollution control and obtains required certificate from time to time from competent authority under the period of contract.

vii) On acceptance, particulars of drivers should be submitted to the office. The vehicle provider would deploy a well experienced driver with good eye sight and having a valid Driving License, for each of the hired vehicles.

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 be without any criminal record and shall observe all etiquette and protocol while performing duty. He should have a working mobile connection with him, for which no separate payment shall be made by this office. No mileage will be allowed for lunch/tea of the driver. Driver should carry his lunch.



ix) It will be the responsibility of the service provider to ensure that the vehicle is washed, sanitized and maintained regularly.

There should be at least two sets of white covers, towels and napkins in the car to be provided by the contractor and should be changed every week. The air spray, sanitizer is to be provided by the contractor.

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 which will take about one to two weeks time on an average subject to availability of Budget .

xiii) Rates once finalized will be fixed at least for one year or for period as extended. Upward changing rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes.

xiv) 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 contractor/ contractors (the bidders to whom the work has been awarded) and the Government of India through Office of the Enforcement Directorate, Kolkata for and on behalf of the President of India.
2. **Addresses:-** For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to Office of the Enforcement Directorate, Kolkata. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
3. **Preparation and Submission of Tender/quotation: -The service provider shall submit different bids viz. Technical and Financial Bid.**
  - i) The Technical Bid shall contain the number of years of experience of the service provider in this field, the make and model of the vehicle offered, date of manufacture, Registration number of vehicle offered, details of permit, if any, required for hiring of vehicle, insurance details, GSTIN & PAN Number of service provider. The self-attested photocopies of these documents shall be attached with the Technical Bid. **Financial quotes such as amount quoted per month etc. should not be mentioned in the Technical Bid.** If such financial quotes are found mentioned in the Technical Bid, the tender will be summarily rejected.
  - ii) The Financial bid will be opened only if the Technical Bid is found to be satisfactory as per ANNEXURE III (A).
4. **Signing of Tender:-** Individual Signing the tender or other documents connected with contract must specify whether he/she signs as:-
  - (a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
  - (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
  - (c) Director or Assistant, duly authorized by the Board or Directors of the Company, if it is a Company.
5. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
6. In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all partners of the firm.
7. A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid from such other person and if, on enquiry it appears that the persons so signing had no authority to do so, Office of the Enforcement Directorate, Kolkata may,



without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

8. **Authenticity of the tender document:**-The bidders should sign and affix his/her firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the bidders will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.** (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by Office of the Enforcement Directorate, Kolkata, if necessary.)
9. The Technical bid should be submitted in form given in **Annexure-III (A)** 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 (A)**
10. The Financial Bid should be submitted in the form given in **Annexure-IV (A)**. The Financial Bids of those bidders, who are found technically compliant, will be opened on the specified date and time given as above. A Committee of officers of Office of the Enforcement Directorate, Kolkata will evaluate the Financial Bids.
11. Terms of payment as stated in the Tender Documents shall be final.
12. At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
13. **Criterion for Evaluation of Tender:**-The evaluation of the tenders will be made first on the basis of technical information furnished in form given in **Annexure-III (A)** and then on the basis of Financial information furnished in form given in Annexure-IV( A). The Financial bid (**Annexure-IV) (A)** 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 does not bind itself to accept the lowest or any specific tender. The award of work will be further subject to specific terms and conditions of the contract of this tender enquiry. The decision of the Enforcement Directorate, Kolkata, in this regard shall be final and binding.

16.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

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

**18. Penalty:-**

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- (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 at the prevailing rate in the event of Contractor failing to provide requisitioned vehicles, Office of the Enforcement Directorate, Kolkata reserves the right to make deductions from the security deposit or may be demanded from him to be paid within seven days to the credit of the Department.
- (b) The powers of the Office of the Enforcement Directorate, Kolkata under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided.

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

- (a) Members of a Hindu Undivided Family.
- (b) Their husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's Wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

**20. Breach of Terms and Conditions:-** In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by Office of the Enforcement Directorate, Kolkata in that event.

**21.** Prices and price components shall be firm and shall not be subject to any price variation or adjustment on account of any price escalations throughout the execution of the contract.

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

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

24. The vehicles should be registered as taxi or public transport vehicles with yellow number plate.
25. Bid should be accompanied by an " Bid Security Declaration " as per format at Annexure -V accepting that if they withdraw or modify their bids during period of validity, etc, they will be suspended for the time specified in the tender documents.
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 within 07 days from the date of Award of Tender, valid for 60 days beyond the term of contract, issued by a schedule bank as per format at Annexure -VI or a demand draft issued by a schedule bank, favouring "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.  
The contractor shall submit the bill on monthly basis in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
3. All payments shall be made online.
4. The Office of the Enforcement Directorate, Kolkata shall be at liberty to 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 contractor 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. The Directorate of Enforcement Authorities can however terminate this contract on a notice of 15 days without assigning any reason of termination.**

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

**30.** Considering the nature of work performed by this office being for preventive Operations, the hired vehicle would be used by this office 24X7 i.e. on any day and even beyond normal hrs; if required.

**31.** The rates for hiring of above vehicles should be quoted for each category / model of vehicles separately. The rate per KM in excess of the normal KMs i.e. 2500 Kms X 320 hrs will be on pro rata basis for the month, In case of short utilization of KMs in any month, the same will be carried forward for the subsequent months.

**32.** The vehicle with the Driver would be placed at the premises of the office(s) for which the same is hired for, at any time of the day including Saturday (Sunday and Holidays if required), as and when required by the Department for performing official Work. The office would be free to use the hired vehicle in any manner for carrying out official duties etc. as per its requirements and the service provider should not have any objection to it.

**33.** The billing will be done on monthly basis and bills to be submitted in triplicate by 5<sup>th</sup> day of the succeeding month the respective vehicle in-charge.



34. Department shall be liable to pay amount as per winning bid only. All the vehicles provided to the department should be comprehensively insured, pollution check should be done by the vendor and validity of the same should be till the end of the contract period. In case of any mishap / accident, all the claims arising out of it shall be met by the vehicle provider. In any case, Department is not liable to pay any other charges in addition to hiring charges and GST, if applicable.
35. The service provider should ensure that the driver(s) employed possess availed driving license, are well experienced, well behaved and properly dressed in uniform i.e. Light blue formal shirt, dark blue trousers, black belt, socks and polished black shoes, The driver has to be provided with a Cell Phone for keeping contact by the service provider at his own cost and the number of the same to be given to the department. They should be well versed with the routes and locations in and around the state of West Bengal. They will be fully under control of the officer in charge of Vehicles.
36. The service provider is fully responsible for any medical / personal emergencies of the drivers. Where the same is not provided, charges at actual should be reimbursed by him to such person / caretaker.
37. In order to ensure day to day smooth functioning, the service provider shall not change the vehicle once hired. Similarly, the drivers provided on the said vehicles should not be changed until and unless there is an emergency and may be done only with the prior intimation / permission of Vehicle In-charge.
38. In case, wherein a regular vehicle could not be provided for any reason including repairs, servicing etc., replacement vehicle should be provided in place of such regular vehicle of the similar make and specifications. In the case of non-availability of vehicle, the Department will be at liberty to hire other vehicle and the cost incurred on account of such hiring shall be at the expense of the service provider. Vehicle shall not be changed unilaterally unless permitted by the vehicles In-charge.
39. All vehicles provided by the service provider must not be fitted with GPS device.
40. The department will not be under any obligation, legal or otherwise, to provide employment to any of the personnel of the service provider during or after the expiry of the hire period. The department recognizes no employer-employee relationship 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 injury to the driver or person deployed by the service provider during the course of contract.
41. During the period of the contract, the vehicle or the driver shall not be employed by the service provider for providing any service to any person other than the Department.
42. Inspection of the vehicles will be done before finalizing the contract and also periodically by officer/official-in-charge of Hired Vehicle.
43. The vehicle provided should have Commercial Registration (Yellow Number Plate) as per Motor Vehicles Act.
44. The driver should be well conversant about the local languages and Hindi languages as well as know the routes of Kolkata/West Bengal and must carry a mobile **phone with him**.



**ANNEXURE-III (A)**

**TECHNICAL BID**

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

Age of Vehicles	Number of vehicles in <b>SUV/Premium SUV category</b>
< 1 yr	
1 to 2 yr	
2 to 3 yr	



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

**DECLARATION**

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

Dated:

Place:

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

**ANNEXURE-IV(A)**

**FINANCIAL BID**

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

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

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

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- 3.

Sl. No.	Description	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	<b>SUV/Premium SUV</b> Vehicle to be use 24 x 7 subject to 2500 Kms X 320 Hrs. per month. After which rates of extra Kms or extra Hrs shall be applicable as per Tender document.	1			
02		2			
03		3			

- 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

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF  
EMD**

I/ We, the authorized signatory of M/s  
.....  
Participating in the subject tender No. .... for the item / job of  
..... do hereby declare:

- (i) That I/ we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (ii) That in the event we withdraw/ modify our bid during the period of validity or I/ 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.

Signature and seal of Authorized Signatory of Bidder

Name of Authorized Singnatory.....  
Company Name .....



ANNEXURE-VI

To  
The Deputy Director (Admn.)  
Enforcement Directorate,  
Kolkata Zonal Office-1  
Kolkata

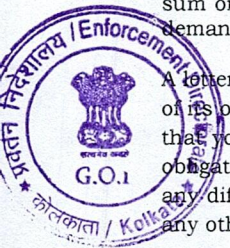
WHEREAS \_\_\_\_\_ (Name of Successful bidder) hereinafter called "Successful Bidder" has undertaken, Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ 2021 to \_\_\_\_\_ (Description of Services) hereinafter called "the Contract" in pursuance of Tender Document dated \_\_\_\_\_ issued by Enforcement Directorate, Kolkata.

AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a nationalized bank for entering into a contract.

AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a nationalized bank for the sum specified therein as security for the 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 Rs. \_\_\_\_\_ /Rupees \_\_\_\_\_ only) and we undertake to immediately pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your 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 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 forbear from enforcing any of the terms and conditions of the contract and we shall not be 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... a

SIGNED SEALED AND DELIVERED

For and on behalf of (Name of the bank)

(Signature)

Name :

Designation:

Address