



GOVERNMENT OF MADHYA PRADESH

OFFICE OF THE RESIDENT COMMISSIONER
MADHYA PRADESH BHAWAN, 2 LOKPRIYA GOPINATH BORDOLOI
MARG, CHANAKYAPURI, NEW DELHI - 110021

TENDER DOCUMENT

ANNUAL CONTRACT FOR HIRING CAR ON MONTHLY BASIS FOR MADHYA PRADESH BHAWAN



A:- NIT AND TECHNICAL BID

Pages 01 to 20 (Part -'A')
Pages 21 to 22 (Part -'B')
Including cover pages

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN
2 LOKPRIYA, GOPINATH BORDOLOI MARG, CHANAKYAPURI,
NEW DELHI – 110021

Website: www.mpbhawan.gov.in or www.mptenders.gov.in

Tel.No.+91142340180,190 Fax No.+91123019461

TENDER DOCUMENT

ANNUAL CONTRACT FOR PROVIDING CAR
ON MONTHLY BASIS

FOR

Madhya Pradesh Bhawan, 2 Lokpriya Gopinath Bordoloi Marg,
Chanakyapuri, New Delhi - 110021

SECTION-1

**OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN
2 LOKPRIYA, GOPINATH BORDOLOI MARG,
CHANAKYAPURI, NEW DELHI – 110021**

Website: www.mpbhawan.gov.in or www.mptenders.gov.in
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NIT No 16/November/Taxi/MPB/2021

Dated: 23/11/2021

1. TENDER NOTICE

- 1.1 Sealed tenders for Providing car registered in taxi on monthly basis in State Guest Houses of Government of Madhya Pradesh at New Delhi, namely, Madhya Pradesh Bhawan, 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi – 110021 are invited with two bid system (Technical bid & Financial bid through e-Tendering) in the prescribed Performa from interested parties/ Registered Firms/ Registered Companies/ Reputed Organizations/ Agencies for one year.
- 1.2 Detailed job descriptions have been made in the relevant section of the body of tender document.
- 1.3 Tender documents shall be downloaded from the website: www.mpbhawan.gov.in or www.mptenders.gov.in and submission of bids through e-tendering with non-refundable cost of the form ₹ 500/- (Rs. Five Hundred only) to be paid online.
- 1.4 The last date of submission of Technical Bid is 15/12/2021, up to 3.00 PM and the same will be opened in the presence of such bidder who may wish to present in Conference Hall, Madhya Pradesh Bhawan, 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi on 16/12/2021 at 3.00 PM.
- 1.5 The financial bid have to be submitted through e-tendering process online up to 03:00 PM on 15/12/2021 on site www.mptenders.gov.in. In no case financial bid would be received and accepted on paper. Financial bid would be opened in respect of bidders whose technical bids are found acceptable by the committee constituted for this purpose.
- 1.6 Technical bid must be submitted in two cover system, 1st for technical bid subscribing providing car registered in taxi on monthly basis at M.P. Bhawan, New Delhi and IInd for EMD ₹ 11,000/- (Rs. Eleven Thousand only) paid online payment receipt, technical bid and EMD receipt paid online to be enclosed in large envelope.
- 1.7 A pre-bid conference will be held on 06/12/2021 at 03.30 PM in the Conference Hall Madhya Pradesh Bhawan, 2 Lokpriya Gopinath BardoloiMarg, Chanakyapuri, New Delhi-110021
- 1.8 The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority shall be final and binding.

Additional Resident Commissioner
MP Bhawan, NewDelhi

SECTION-2

**OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN
2 LOKPRIYA, GOPINATH BORDOLOI MARG,
CHANAKYAPURI, NEW DELHI - 110021**

Website: www.mpbhawan.gov.in or www.mptenders.gov.in
Tel.No.+911 42340180, 190 Fax No.+91123019461

BRIEF INFORMATION ON BID DOCUMENT

Tender No.	16/November/Taxi/MPB/2021
Period	12 Months (may be extended on mutual consent)
Date and Time of Pre-bid conference	06.12.2021 at 3.30 p.m.
Last date and time of submission	15.12.2021 upto 3.00 p.m.
Date and Time of opening of Technical Bid	16.12.2021 at 3.00 p.m.
Date and Time of opening of Financial Bid of qualified Bidders	24.12.2021 at 3.00 p.m.
Probable cost of work	₹ 5,50,000/-
EMD	₹ 11,000/- (Paid online)
Security Deposit	5% of tender value (only for one taxi)
Cost of Tender Document	₹ 500/-
Validity of Bid	120 days
Total No. of Pages of Tender Document	Pages 01 to 22 Including cover pages
Address & Venue of Submission of Bids	Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi.
Contact person for clarification, if any	Sh. Sunil Pashricha Protocol Officer Ph. No. 011-42340356 9313954371 Sh. Neeraj Lal Assistant Engineer, Ph. No. 011-42340142 9323280984

Any other website related technical queries, please call at 24 x 7 Help Desk Numbers
0120-4001002, 0120-4200462, 0120-4001005 & 0120-6277787

SECTION-3

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN
2 LOKPRIYA, GOPINATH BORDOLOI MARG, CHANAKYAPURI,
NEW DELHI – 110021

Website: www.mpbhawan.gov.in or www.mptenders.gov.in
Tel.No.+911 42340180, 190 Fax No.+91123019461

TENDER DOCUMENT FOR PROVIDING CAR ON MONTHLY BASIS

FOR
Madhya Pradesh Bhawan, 2 Lokpriya Gopinath Bordoloi Marg,
Chanakyapuri, New Delhi - 110021

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(To be submitted in
sealed envelop II)

SECTION-4

PROVIDING CAR FOR MP BHAWAN & MADHYANCHAL

4.1 TECHNICAL BID

4.1.1	Name of Tendering Company / Firm / Tenderer	
4.1.2	Name of Proprietor/G.M./ Partners/ Directors	
4.1.3	Full Particulars of Office	
4.1.3 (A)	Address	
4.1.3 (B)	Telephone No.	
4.1.3 (C)	Fax No.	
4.1.3 (D)	E-mail Address	
4.1.4	<i>Full Particulars Of The Bankers Of Company / Firm / Tenderer, With Full Address / Tel. No. (Please attach self-cancelled cheque)</i>	
4.1.4 (A)	Name of the Bank	
4.1.4 (B)	Bank Account Number	
4.1.4 (C)	Address of the Bank	
4.1.4 (D)	Telephone No.	
4.1.4 (E)	Fax No.	
4.1.4 (F)	E-mail address	
4.1.5	<i>Registration Details</i>	
4.1.5 (A)	PAN/TAN No.	
4.1.5 (B)	GST Registration No.	
4.1.6	<i>Details of Earnest Money Deposit</i>	
4.1.6 (A)	Amount (₹)	
4.1.6 (B)	E-payment Receipt Date	
4.1.7	<i>Detail of Annual Turn over</i>	
4.1.7 (A)	For the last 5 years duly certified by the Chartered Accountant. Copy to be submitted	

4.2Details of Staff (Drivers)

Sl. No.	Name	Driving License No.	Qualification	Presently Employed Since	Experience in Driving (Years)	Status of Health
4.2.1						
4.2.2						
4.2.3						
4.2.4						
4.2.5						

4.3 Details of the existing/Past contracts in Providing Taxi Services

	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned	Details regarding the contract	Value of Contract (₹)	Duration of Contract	
				From	To
				DD/MM/YY	DD/MM/YY
4.3 A					
4.3 B					
4.4 C					
	Additional information, if any				

Signature and Stamp
of Transporter

SECTION-5
ANNEXURE – I

(To be submitted in
sealed envelope-2)

PRE QUALIFICATION INFORMATION

The transporter must have following qualification (Please mention registration no. and attach attested copy of documents to be verified):-

(5.1) PAN Number

(5.2) TAN Number.....

(5.3) GST No.

(5.4) Not previously blacklisted/ debarred from any other organisation.

(5.5) The details to have at least 05 numbers of A.C. taxies registered in Delhi owned in the name of the firm or firms owner of model not earlier than two years (in present case vehicle registration prior to 2019) in the following format:-

Attested Photo copies of RC's to be attached.

(Which will be verified from original R.C's)

S.No.	REGISTRATION NO. OF THE VEHICLE	MAKE	MODEL	KM TRAVELLED BY THE VEHICLE ON DATE OF TENDER	Name of Owner on Registration Certificate
5.5.1					
5.5.2					
5.5.3					
5.5.4					
5.5.5					

Signature and Stamp
of Transporter

6.1 DECLARATION

- 6.1.1 I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- 6.1.2 The rates quoted by me are valid and binding on me during the period of validity of the tender.
- 6.1.3 I, the undersigned hereby bind myself to the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi-110021 during the period of contract.
- 6.1.4 The Earnest Money Deposited by me shall remain in the custody of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi- 110021 till the expiry of the contract. The Earnest Money Deposited will not carry any interest.
- 6.1.5 The conditions herein contained shall form part of and shall be taken as included in the agreement itself.
- 6.1.6 I will be wholly responsible for providing Taxi Services for Government of Madhya Pradesh.
- 6.1.7 I shall be responsible to provide all benefits i.e. Bonus, ESI and Gratuity etc. to eligible employees employed by me.
- 6.1.8 I shall abide by the provisions of Minimum Wages Act 1948 and Contract Labour Act 1970 and other Labour Laws applicable from time to time.
- 6.1.9 Should any lapses occur from me or on my workers part, while discharging the services, Madhya Pradesh Bhawan authorities may cancel my contract and award the work to another agency and the cost difference may be recovered from me including forfeiting the Earnest Money.
- 6.1.10 There is no vigilance/CBI or court case pending against the firm and also has not been blacklisted in any Govt. organization.
- 6.1.11 The decision of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi - 21 regarding acceptance/rejection of Tender will be final and binding on me.

6.2 Affirmation

- 6.2.1 I, _____ Son / Daughter of Shri _____ Partner / Director / Authorised Signatory of _____ affirm that I am competent to sign this declaration and execute this tender document.
- 6.2.2 I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 6.2.3 The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:
Place:

Signature of / Managing Partner / Director
Name:
Seal:

N.B.: The above declaration, duly signed and sealed on legal stamp paper Rs. 100/- by the authorized signatory of the Company, should be enclosed with Technical Bid.

INSTRUCTIONS TO THE BIDDERS

7.1 GENERAL INSTRUCTIONS

- 7.1.1 For the Bidding / Tender Document Purposes, 'Office of the Resident Commissioner, Government of Madhya Pradesh' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Agency' and / or Bidder.
- 7.1.2 The sealed bidding documents should be delivered in the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi by the stipulated date and time.
- 7.1.3 The tender documents may also be downloaded from this office's website www.mptenders.gov.in or www.mpbhawan.gov.in. Bidders pay tender document cost ₹ 500/- and EMD Rs. 11,000/- online and submit online payment receipt separately along with the Bidding Documents.
- 7.1.4(i) While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 7.1.4 (ii) The bidder are advised to personally study the tender document and the services demanded and visit the location of MP Bhawan to acquaint himself first hand, the services required before bidding. Ignorance of any kind will not be entertained later on.
- 7.1.5 Each page of the Tender documents must be stamped and signed by the authorised person or persons submitting the Tender in token of his/ their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.
- 7.1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Tendering Company/Firm/Tenderer.
- 7.1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 7.1.8 The Bidding Company should only be a Limited / Private Limited Company/ Partnership Firm/ Proprietorship Company. Bidding in the form of JV Consortium is not permitted. Partner of partnership firm is allowed to participate in the own tender only.
- 7.1.9 The parties to the Bid shall be the 'Bidders' and the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, New Delhi Shall be the client.

7.2 MINIMUM ELIGIBILITY CRITERIA

7.2.1 The following shall be the eligibility criteria for selection of bidders technically.

7.2.1(a) Legal Valid Entity: The Bidder shall necessarily be a legally valid entity. Proof for supporting the legal validity of the Bidder shall be submitted.

7.2.1(b) Registration: The Bidder should be registered with GST.

7.2.1(c) The Bidder should have minimum 05 taxies registered in Delhi & NCR in the name of the proprietor of firm/firm/company under one roof and registered in the name of the agency. The description i.e., make, date of purchase should be given along with tender. Car having registered more than two year (in present case registered prior to 2019) will not be considered for technical assessment.

7.2.1(d) The Bidder should have minimum 05 numbers of drivers having valid Light Motor Vehicle (LMV) license to handle MP Bhawan duties. Details of the present & past experience to provide taxi on hiring.

7.2.1(e) The average annual turnover of the unit from transport services/ hiring of taxi should not be less than ₹ 10 lakhs in any three financial year of last 5 years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21 (Provisional)) duly certified by Chartered Accountant.

7.2.1(f) The Agency should have a minimum of 3 years experience to provide vehicles to reputed organizations such a Centre/ State Government, Embassies/ High Commission, reputed public/ private sector organizations, star hotels, etc.

7.2.2 Documents supporting the Eligibility Criteria

7.2.2(i) In proof of having fully adhered to the eligibility criteria at 2(a), attested copy of Legal Valid Entity.

7.2.2(ii) In proof of having fully adhered to eligibility criteria at 2(b), attested copies of PAN

7.2.2(iii) In proof of having fully adhered to eligibility criteria at 2(c), attested copies of photo copy of registration certificate.

7.2.2(iv) In proof of having fully adhered to eligibility criteria at 2(d), attested copy of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs shall be acceptable.

7.2.2(v) Attested copy of the audited balance sheets for the completed five financial year i.e. for 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21 (Provisional)/ any other supporting documents.

7.2.2(vi) Details of staff and present and past contracts for Hiring of Taxies Services as per Section-4.

7.3 EARNEST MONEY DEPOSIT:

7.3.1 The bid should be accompanied by an Earnest Money Deposit of ₹ 11,000/- (Rupees Eleven Thousand only) to be paid online while applying for the tender

7.3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

7.3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security in the shape of Earnest Money shall be forfeited to the Government.

- 7.3.4 The bids without Earnest Money shall be summarily rejected.
- 7.3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 7.3.6 The bid security may be forfeited:
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the contract in accordance with the terms of the tender document
 - (b) Fails or refuses to honor his own quoted prices for the services or part thereof.

7.4 VALIDITY OF BIDS

- 7.4.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 7.4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 7.4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

7.5 PREPARATION OF BIDS

- 7.5.1 Language: Bids and all accompanying documents shall be in English or in Hindi
- 7.5.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.
- 7.5.3 Documents comprising the Bid:
- a. Technical Bid Submission Form duly signed and printed on Company's letterhead (Section-4).
 - b. Signature and Stamp on each page of the tender document.
 - c. Contact Details Form, duly filled and signed (Section-4)
 - d. Financial Capacity form -filled in signed and stamped (Section-4)
 - e. Earnest Money Deposit of ₹ 11,000/-
 - f. Cost of Tender form ₹ 500/-
 - g. All attested supporting document in proof for Technical Qualification.
 - h. Certified copy of Chartered Accountant for turn over for last five years.

The Technical Bid should then be kept in a separate sealed envelope, subscribed as "Technical Bid for Tender for hiring taxi services with the Name and address of the Bidder.

7.6 SUBMISSION OF BIDS

- 7.6.1 Bidders sending their technical bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.
- 7.6.2 Technical Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi reserves right to extend the date/ time for receipt of bids, before opening of the Technical Bids.
- 7.6.3 Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

7.7 BID OPENING PROCEDURE

- 7.7.1 The Technical Bids shall be opened in the Committee Room of the office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi on 16/12/2021 at 15.00 hours by the Committee authorized by the competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi in the presence of such bidders who may wish to be present or their representatives.
- 7.7.2 The financial bids through e-tendering process of technical qualified bidder shall be opened by the Committee authorized for the purpose. The date, time of opening of the financial bids shall be intimated to the technically qualified bidders.
- 7.7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 7.7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.7.5 All the presented Bidders or their representative shall be required to sign the technical main bid envelope to ensure the correctness of the bid.
- 7.7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated by the Technical Evaluation Committee later to ensure that the bidders meet the minimum eligibility criteria. The decision of the Technical Evaluation Committee will be Final & Binding on the Bidders.
- 7.7.7 Refusal to sign the bid envelope by the bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Committee.
- 7.7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 7.7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present.
- 7.7.10 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

7.8 CLARIFICATION ON TECHNICAL BID EVALUATION.

- 7.8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 7.8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 7.8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.
- 7.8.4 If there is a discrepancy between words and figures, the amount in words shall prevail.

7.9 RIGHT OF ACCEPTANCE:

- 7.9.1 The Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi reserves all rights to reject any bid 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 bids. The decision of the Competent Authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi in this regard shall be final and binding.
- 7.9.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 7.9.3 The competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 7.9.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi reserves the right to award the contract to the next Lower bidder (L-2) or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders. The next Lower bidder (L-2) (s) shall be asked to bring down its bid to L1 level or close to that level.
- 7.9.5 The Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi may terminate the Contract if it is found that the Agency is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

7.10 NOTIFICATION OF AWARD BY ISSUANCE OF “LETTER OF ACCEPTANCE”

- 7.10.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA).
- 7.10.2 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum of ₹ 27,500/- (Twenty Seven Thousand Five Hundred Only) for each Taxi of the accepted contract value contract value in favour of Addl. Resident Commissioner, M.P. Bhawan New Delhi, and has to keep the such Bank Guarantee alive beyond two months of the contract period. If, Bhawan requirement is for more than one taxi, then bidder will have to deposit security amount proportionately.
- 7.10.3 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Addl. Resident Commissioner, Government of Madhya Pradesh, MP Bhawan, New Delhi in the event of any breach or negligence or nonobservance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Addl. Resident Commissioner, Government of Madhya Pradesh, MP Bhawan, New Delhi, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- 7.10.4 If the Agency is called upon by the competent authority of the office of the Addl. Resident Commissioner, Government of Madhya Pradesh, MP Bhawan, New Delhi to deposit Security and the Agency fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Addl. Resident Commissioner, Government of Madhya Pradesh, MP Bhawan, New Delhi shall be entitled to make other arrangements at the risk, cost and expense of the Agency.
- 7.10.5 On due performance and completion of the contract in all respects, the Security Deposit will be returned to the Agency without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the Agency.
- 7.10.6 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 7.10.7 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the Agency to mobilize the resources.

7.11 RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 7.11.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.
- 7.11.2 The Earnest money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within seven (07) days, on award of contract to the Successful bidder.
- 7.11.3 The Earnest money deposit of all the bidders shall be returned along with their un-opened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.
- 7.11.4 The Earnest money deposit of successful bidders shall be refunded after performance bank guarantee is submitted.

8.1 GENERAL CONDITIONS OF CONTRACT (GCC)

8.1 DEFINITIONS

8.1.1 In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule.

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
EMD	Earnest Money Deposit
SD	Security Deposit
"M.P. Bhawan"	Madhya Pradesh Bhawan
Party	The word "party" means the Successful Bidder/Agency to whom the work of providing Car for Government of Madhya Pradesh has been awarded
Client shall mean	"Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi.
Letter of Acceptance (LoA)	Shall mean the intent of the Client to engage the successful bidder for Taxi Services for Government of Madhya Pradesh.
Notice to Proceed	Shall mean the date at which the Taxi Services for Government of Madhya Pradesh to commence.
'Confidential Information'	Shall mean all information that is not generally known and which is obtained/ received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date"	Shall mean the date specified in the notice of Termination given from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination
Agency	Shall mean the successful bidder to whom the work of Providing Taxi Services for Government of Madhya Pradesh has been awarded.

8.2 CONFIDENTIALITY

8.2.1 The Agency shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Agency shall be held responsible in case of breach of the confidentiality of Client's information.

8.2.2 If the Agency receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Agency to Client immediately on receipt of such queries.

8.3 NOTICE TO PROCEED

- 8.3.1 After the acceptance of the LoA, Client shall issue the 'Notice to proceed', to the Agency authorising him to provide Taxi Services for the Client.

8.4 SIGNING OF CONTRACT AGREEMENT

- 8.4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 8.4.2 Client shall prepare the draft Articles of Agreement in the prescribed format included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 8.4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the Rs. 100/- stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 8.4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.
- 8.4.5 The Agency shall be providing car for the Client as per the details given herein, or any other location as required by the Client to be read with Conditions of Contract, Assignment Instructions and Schedule of Requirements.

8.5 CLIENT'S OBLIGATION

- 8.5.1 The Client shall pay the charges as agreed between the Client and the Agency at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.
- 8.5.2 Client shall pay for the services under the contract at the rates mentioned in the Price Bid which shall be inclusive of fuel/lubrication/repair & maintenance of vehicle, wages of the drivers, overtime, uniform, State Transport Taxes/permits fees, insurance of the vehicle etc. However, parking charges and toll tax, if any, paid by the agency will be reimbursed on the production of valid receipts along with monthly bills. All new additional liabilities imposed by local court not prevalent at the time of award of contract, shall not be paid to the agency by the Client.
- 8.5.3 Slab/ payment will be decided by the Client after the bills are submitted by the Agency to the Client.
- 8.5.4 Toll Tax & only Government approved parking charges will be reimbursed by the Client on submission of authorised receipts countersigned by the Guests/Officials. Service Tax will be paid extra as applicable.

8.6 COMMENCEMENT OF SERVICES

- 8.6.1 The Agency shall commence Taxi Services for Client within 15 days from the date of receipt of Notice to Proceed.

8.7 AGENCY'S OBLIGATIONS

- 8.7.1 The Agency will commit to make available drivers to the Client for 12 Hrs. daily basis.
- 8.7.2 The Car engaged must remain with office for 12 hours. The driver will not be permitted to take car for refueling during that period.
- 8.7.3 During servicing/ major repair, alternate car of equal status will have to be provided to the Bhawan.
- 8.7.4 The registration of the engaged vehicle provided to the Client should not earlier than two years at the time of its engagement.
- 8.7.5 In any event of breakdown of vehicle hired, whether within or outside Delhi, the Agency shall provide a replacement within 30 minutes failing which Bhawan officer will be free to hire a vehicle. Any extra payment over and above the rates contracted will be borne by the Agency in addition to the penalty is lieu of the inconvenience caused to the guest.
- 8.7.6 The Agency shall indemnify the Client against any claims, damages, loss or penalty including costs there of arising out of any breach or violation of any of the provisions of all the laws, including labour laws as applicable from time to time, governing the workers employed by the Agency and the vehicles deployed by the agency.
- 8.7.7 The Agency will be required to submit the bills (in duplicate) to the Client before 7th day of every month.
- 8.7.8 No payment shall be made against the bills pertaining to journey, where any complaint with regard to quality of the car is received from the user. In this regard the decision of the Client shall be final and binding on the Agency.
- 8.7.9 The vehicles should be in good condition, modern feature and road worthy condition, taxes paid with comprehensive insurance coverage, permits, etc.
- 8.7.10 The Agency should have a minimum of 3 years experience to provide vehicles to reputed organizations such a Centre/ State Government, Embassies/ High Commission, reputed public/ private sector organizations, star hotels, etc.
- 8.7.11 The taxies deployed on duty should have valid registration certificate, comprehensive insurance (to cover the occupants also) and statutory requirements of Central/State Governments, fitness certificate, Pollution under Control, Road Tax, Permit and must be revalidated before the expiry of the due date during the tenure of the contract period.
- 8.7.12 Only clean fuel (permissible under law) driven car taxies registered in Delhi will be accepted
- 8.7.13 The rates quoted by the agencies will include following items as per details given below for which no extra payment will be made by the Client: -

S. No.	Items required in the Taxi
1.	Tool box & stepony
2.	Music System with AM/FM radio in working condition
3.	First aid box and torch
4.	Mobile charging facility in the taxi
5.	Driver's Mobile in charged and running condition
6.	Good upholstery/seat covers
7.	Reading Lamp
8.	Tissue paper box
9.	Car Perfume
10.	Umbrella during Monsoon

- 8.7.15 For vehicle deployed on duties, special care as under, has to be taken by Agency:
- 8.7.15(i) Punctuality of time is an essential and important condition of the contract.
- 8.7.15(ii) The drivers of the car provided shall always be wearing neat and clean uniform approved by Government agency and holding a valid driving license and abide by all the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the traffic rules and regulations, so as to ensure safety of the passengers.
- 8.7.15(iii) The driver shall always remain with the vehicle during whole of the duty time and shall always keep the mobile phone charged and working condition. The driver will always be responsive to officers phone call, when the officer is out of the vehicle.
- 8.7.15(iv) The persons deputed by the Agency for carrying out Client's duty should behave properly with the officers and maintain punctuality and discipline. If any driver engaged by the agency is found to be indisciplined, misbehaved or under influence of any intoxicant penalty will be levied.
- 8.7.16 The successful bidders entering into the agreement will have to strictly follow the epidemic guidelines issued by GoI and Govt. of Delhi NCT from time to time in respect to vehicle and the driver provided during the tenure of the contract. The successful bidders will have to keep the vehicle at all time sanitized and equipped with proper sanitizer for use of the guest and the driver. The driver's should always wear the standard mask and should be got vaccinated at the earliest but not beyond December, 2021.

8.8 TERMS AND CONDITIONS

- 8.8.1 EMD will be forfeited:
- 8.8.1(i) If the offer is withdrawn/modified or alteration is sought during the period of validity of the offer or any agreed extension;
- 8.8.1(ii) If the Agency fails to supply the car taxi.
- 8.8.1(iii) If the Agency backs out and or does not sign the contract agreement within 15 days after issue of LOA.
- 8.8.1(iv) If the tenderer attempts to procure the contract by furnishing false/incorrect documents and by giving false declarations.
- 8.8.1(v) Any other Act of the bidder which tantamount to premature withdrawal from tender process.
- 8.8.2 Detaining the vehicle for own reasons or disappearing from duty causing undue detention to an officer may entail deduction or non-payment for the journey performed.
- 8.8.3 The Agency agencies will be required to strictly adhere to the terms and conditions of the contract and provide the quality hired car services.
- 8.8.4 Absence of vehicle due to accident will not entitle for any exemptions from liabilities of contract, whatsoever. Arrangement of alternative/substitute will be the responsibility of the Agency.
- 8.8.5 In order to avoid mishap/accident, Agency shall ensure that only skilled drivers with sufficient experience in trade are deployed on vehicle and they observe all rules/precautions in this regard. The Agency shall ensure that driver do not exceed normal safe speed limits.
- 8.8.6 Conditional tender shall not be accepted.
- 8.8.7 No additional charges for night hours will be paid
- 8.8.8 The tenderer can raise question on terms of tender, procedure of tender in pre bid conference and/or enquire reason for rejection of tender.
- 8.8.9 No night charges, no additional hours, no breakfast, tea, meals etc., no advance for maintenance, no advance for petrol will be given.

- 8.8.10 Initially the agreement shall be executed for a period of one year and may be extendable for further period of one year basis on satisfactory performance with mutual consent on the same terms and conditions.

8.9 PENALTY CLAUSE

The Agency will be penalised for the breach of it's liabilities as below:-

S. N.	Description	Minimum Penalty
8.9.1	If at any occasion, it is ascertained that vehicle is older than two year at the time of its engagement.	50% of the payment will be deducted in first two instance and there after no payment will be made for that vehicle.
8.9.2	Driver's Misbehaviour such as abusing, physical intimidation or similar with the user or under the influence of any intoxicant.	₹ 1,000/- replacement of Driver
8.9.3	Excess claim of mileage	₹ 1,000/- on 1 st instance
		₹ 2,000/- on 2 nd instance
		Termination on 3 rd Instance & black listing.
8.9.4	Meter tampering resulting in fast meter running	Termination of Contract & Black listing.
8.9.5	Any other deficiencies found in Hired taxi Services and if vehicle not report on time	₹ 500/- will be imposed on each occasion / & instance. daily basis
8.9.6	Demanding cash/extra time from the Guest for POL/Tax/Driver meal etc.	₹ 1,000/- per instance
8.9.7	Change of Driver/ vehicle for particular guest for a particular tour.	₹ 500/- per day
8.9.8	Breakdown of vehicle	₹ 500/- with recovery of charges paid for the other vehicle.
8.9.9	Violation of any other clause	₹ 500/- per occasion

8.10 TERMINATION OF CONTRACT

- 8.10.1 If it is found that any of the terms and conditions providing herein is not met with, or the Agency committed any breach thereof, the agency will be given two warnings. If there is no improvement on the part of the Agency, the services of taxi will be terminated and security deposit shall be forfeited. The decision of Resident Commissioner, MP Bhawan shall be final in this regard and binding on the Agency..
- 8.10.2 The Client may, at any time, close the contract by giving one months' notice without any liability, financial or otherwise on itself.

8.11. DISPUTE SETTLEMENT

- 8.11.1 For any disputes arising out of this contract the matter will be referred to Special Commissioner, Govt. of M.P., New Delhi who will be arbitrator, whose decision will be final & binding on both the parties.
- 8.11.2 The disputes shall be subject to Courts at Delhi.



GOVERNMENT OF MADHYA PRADESH

OFFICE OF THE RESIDENT COMMISSIONER
MADHYA PRADESH BHAWAN, 2 LOKPRIYA GOPINATH
BORDOLOI MARG, CHANAKYAPURI, NEW DELHI - 110021

TENDER DOCUMENT

ANNUAL CONTRACT FOR HIRING TAXI ON MONTHLY BASIS FOR MADHYA PRADESH BHAWAN



B:-FINANCIAL BID

Pages 01 to 20 (Part -'A')
Pages 21 to 22 (Part -'B')
Including cover pages

Financial Bid**Through e-tendering process online**

Providing Car on Annual Basis For Madhya Pradesh Bhawan, Chanakyapuri, New Delhi	
Packages	Rate for Maruti Swift/ or car of Ex- showroom price ₹ 5.20 to 5.50 lakhs
Monthly rate for hiring of taxi for 12 hrs x 7days up to maximum of 1000 KM run	₹.....
Monthly rate for hiring of taxi for 12 hrs x 7days up to maximum of 2400 KM run	₹.....
Monthly rate for hiring of taxi for 12 hrs x 7days up to maximum of 3000 KM run	₹.....
Additional KM, if any	₹.....

Note:- GST etc. will be paid extra as applicable.

Signature and Stamp
of Transporter