

# **E-TENDER FOR HIRING OF VEHICLES**

**TENDER No. BMT/Admn/2020/001**



**Building Materials & Technology Promotion Council**

Ministry of Housing & Urban Affairs, Government of India

Core 5A, 1<sup>st</sup> Floor, India Habitat Centre, Lodhi Road

New Delhi -110 003



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Ministry of Housing & Urban Affairs, Government of India

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New Delhi -110 003

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### **TENDER No. BMT/Admn/2020/001**

#### **1. NOTICE INVITING E-TENDER**

BMTPC invites online E-Tenders in Two-Bid system (Technical Bid and Financial Bid separately) from reputed, experienced and financially sound Tours & Travel Agencies / Companies/Taxi providers having their Headquarters or regional offices in New Delhi/Delhi and having a fleet of vehicles manufactured after 01.04.2017 to be given on hire. The vehicles should be in excellent condition and should be registered in the name of the firm or the proprietor's name for supplying on daily basis and/or monthly basis as and when required by the Building Materials & Technology Promotion Council (BMTPC), Ministry of Housing & Urban Affairs, Government of India, India Habitat Centre, Lodhi Road, New Delhi -110 003 for official use.

1. The Tender document for the work can be seen and downloaded from CPP Portal (<https://eprocure.gov.in/eprocure/app>). This Tender Document is also available on BMTPC website [www.bmtpc.org](http://www.bmtpc.org).
2. The intending bidder must read the terms and conditions of tender carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. Conditional Tender shall not be accepted.
4. Those bidders not registered on the website of [eprocure.gov.in](http://eprocure.gov.in) are required to get registered before hand. If needed they can be imparted training on online bidding process as per details available on the [eprocure.gov.in](http://eprocure.gov.in).
5. The intending bidder must have valid digital signature to submit the bid.
6. Hard copy of online submitted Technical Bid along with all documents, proof of online deposited tender fees, EMD shall be submitted to Executive Director, Building Materials & Technology Promotion Council, Core-5A, 1<sup>st</sup> Floor, India Habitat Centre, Lodhi Road, New Delhi-110003 by Courier/Post/ Hand Delivery on or before **27-05-2020 by 1500 hrs.**
7. Corrigendum/ Addendum if any, would appear on the CPP Portal (<https://eprocure.gov.in/eprocure/app>) and website of BMTPC ([www.bmtpc.org](http://www.bmtpc.org)) and shall not be published in any "Newspaper".
8. The Executive Director, BMTPC reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document.

**Executive Director, BMTPC**

## 2. DETAILED TENDER NOTICE

BMTPC invites online E-Tenders in Two-Bid system (Technical Bid and Financial Bid separately) from reputed, experienced and financially sound Tours & Travel Agencies / Companies/Taxi providers having their Headquarters or regional offices in New Delhi/Delhi and having a fleet of vehicles manufactured after 01.04.2017 to be given on hire. The vehicles should be in excellent condition and should be registered in the name of the firm or the proprietor's name for supplying on daily basis and/or monthly basis as and when required by the Building Materials and Technology Promotion Council (BMTPC), Ministry of Housing and Urban Affairs, Government of India, India Habitat Centre, Lodhi Road, New Delhi -110003 for official use.

1)	Bid document No.	<b>BMT/Admn/2020/001</b>
2)	Name of Work	Hiring of Vehicles on daily basis and/or monthly basis.
3)	Brief Scope of work	Hiring of at least two taxis (AC) on regular basis. However, number of vehicles may increase or decrease as per the requirement of BMTPC for official use.
4)	Period of contract	Initially for two years from the date of signing of the contract. However, it may be renewed for further one year on the sole discretion of the Executive Director, Building Materials & Technology Promotion Council and satisfactory performance of contract on existing/ revised terms & conditions as the case may be.
5)	Estimated annual value of contract	Approx. Rs. 25 lacs
6)	Tender fee (Non Refundable)	Rs. 500 (Rupees five hundred only) to be deposited in the account of BMTPC through NEFT/ RTGS as per details given at <b>ANNEXURE – I</b>
7)	Earnest Money Deposit	Rs. 50,000 (Rupees fifty thousand only) to be deposited in the account of BMTPC through NEFT/ RTGS as per details given at <b>ANNEXURE – I.</b>
8)	Tender validity period	120 days.
9)	Last date & Time of online Submission of tender	<b>27-05-2020 by 1500 hrs.</b>
10)	Last date, Time & Place for submission of Hard copy of	<b>27-05-2020 by 1500 hrs.</b> Building Materials & Technology Promotion

	online submitted Technical Bid along with all documents, proof of online deposited tender fees, EMD.	Council, Core-5A, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi -110003.
11)	Time & date of online opening of technical bid	<b>28-05-2020, 1500 hrs</b>
12)	Time & date of online opening of financial bid of technically qualified bidders	To be intimated later
13)	Performance Guarantee	Performance Guarantee/security of Rs. 2,00,000 (Rupees Two lacs only) to be deposited in the account of BMTPC through NEFT/ RTGS as per details given at <b>ANNEXURE-I</b> (To be submitted at the time of agreement).
14)	Contact office	Executive Director, Building Materials & Technology Promotion Council, Core-5A, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003.

### **3. INSTRUCTIONS FOR ONLINE BID SUBMISSION**

- 1) All Bidders are requested to register themselves with the portal <http://eprocure.gov.in> and enrol their digital certificate with the user id for participation in the bid.
- 2) The Bidders are requested to read following conditions in conjunction with various conditions, wherever applicable appearing with this bid invitation for e-Bidding. The conditions mentioned here in under shall supersede and shall prevail over the conditions enumerated elsewhere in the bid document.

#### **3) How to submit On-line Bids/Offers electronically against e-Bidding?**

Bidders are advised to read the following instructions for participating in the electronic bids directly through internet:

- a. Late and delayed Bids/Offers after due date/time shall not be permitted in e-Bidding system. No bid can be submitted after the last date and time of submission is over. The system time (Indian Standard Time [IST]) that will be displayed on e-bidding web page shall be the time and no other time shall be taken into cognizance.
- b. Bidder/s are advised in their own interest to ensure that bids are uploaded in e-bidding system well before the closing date and time of bid.
- c. No bid can be modified after the due date for submission of bids.
- d. No manual bids/offers along with electronic bids / offers shall be permitted.

#### **4) What is a Digital Signature?**

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain trusted Certifying Authorities (CA) who in turn allots on a regular basis Digital Signature Certificates (DSC)

#### **5) Documents which are signed digitally are legally valid documents as per Indian IT Act (2000).**

#### **6) Why is a Digital Signature required?**

In order to bid for e-bids all the vendors are required to obtain a legally valid Digital Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The Digital Certificates is issued by CA in the name of a person authorized for filing Bids/Offers on behalf of his Company. A

Bidder can submit their Bids/Offeres on-line only after digitally signing the bid/documents with the above allotted Digital Signature.

**7) Bidders have to procure Digital Signature Certificate (Class 3 or 2 with signing key uses) from any of the certifying Authorities in India.**

**8) Submission of Documents**

- i. Bidders must submit online offers by the date and time mentioned in the tender at the website address stated therein.
- ii. E-Bid will provide access to Technical as well as Financial part of bid. Along with the Technical part, Bidders can attach the required documents listed at Part-6 of this bid document along with scan copy of the proof of submission of tender fee, EMD with the bid in line with the Bid document.
- iii. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps.
- iv. The bids have to be submitted online as well as physical submission. However, documents which necessarily have to be submitted in originals like Technical Proposal, Proof of submission of Tender fee & EMD and any other documents mentioned in the bid documents have to be submitted offline. Financial Bid should not be submitted in a sealed envelope. BMTPC shall not be responsible in any way for failure on the part of the bidder to follow the instructions.
- v. Financial Bid shall contain only price as per Schedule of Quantities (in form of an excel sheet) without any condition. The lump sum rate / item rates and other components shall be filled up in figures and the total amount shall be automatically calculated and rounded off to the nearest rupee. It is to be noted that the Financial Bid shall contain only PRICES and no conditions whatsoever.
- vi. The online bid shall be uploaded through digital signatures by someone legally authorized to enter into commitment on behalf of the Bidder. The Bidder shall upload among other documents, Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.
- vii. It is advised that the bidder upload small sized documents at a time to facilitate in easy uploading into e-bidding site. BMTPC does not take any responsibility in case of failure of the bidder to upload the documents within specified time of bid submission.

- viii. The Bidder(s) shall submit the Technical Bids in the format as mentioned in Tender online and also submit its hard copy in sealed envelope and mark the envelope as **“Tender for hiring of vehicles”**. The hardcopy shall be submitted to The Executive Director, Building Materials & Technology Promotion Council, Core-5A, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003 on 27-05-2020 by 1500 hrs and shall clearly mention Bid No. and Bidders details.
- ix. The bid shall comprise a sealed single packet containing the online submitted technical bid alongwith all documents and proof of online deposited tender fees & EMD and shall be placed in hard binding and the pages shall be numbered serially. The document shall clearly mention Name of Bidder. Each page thereof shall be initiated in blue ink by the authorized signatory. The Bid shall be marked as Original on right hand corner of Cover page of proposal in Tender in Red ink along with required documents.

### **3. MINIMUM ELIGIBILITY CRITERIA**

1. The bidder must have average annual turnover of Rupees fifty lakhs during the last 3 years. CA Certificate, Balance Sheet, Profit & Loss Account in support of turnover (along with Income Tax Returns of the relevant years) must be uploaded with the Technical Bid.
2. The garage of the bidder should be located within 8 KMs from office of BMTPC, India Habitat Centre, Lodhi Road, New Delhi.
3. The bidder should have the ownership of at least 10 DLYs vehicles in the name of the firm or in the name of the owner of firm as on 01-04-2017 or thereafter.
4. All the vehicles must have valid taxi permits to run in Delhi/ NCR. The firm should enclose the proof of having necessary permits.
5. The vehicles should not be more than 3 years old. Thus the vehicles' model should be of after 01-04-2017 onwards.
6. Scanned Copy of valid insurance of the vehicles are required to be uploaded with the bid.
7. The bidder must have a minimum three years experience in supplying cars on rent basis to reputed organisations particularly Central or State Govt. / Govt. Departments / PSUs/ Banks/ autonomous bodies of GOI. The bidder will be required to submit alongwith the bid document a proof of successful and satisfactory completion of service from at least three contracts/work each amounting to a value of not less than Rs.15 lakh per annum or one contract work of Rs.45 lakhs during the last three years. The experience certificates and performance certificate should be from a prominent organisations (Government organisations/PSUs/Bank). Experience certificate/award letters and performance certificate issued should be uploaded with the Technical Bid.
8. The firm should follow labour laws and should be registered with ESIC and EPFO.
9. Police verification of the firm must be attached with the technical bid
10. Bidders quoting rates for CNG driven vehicles are required to enclose necessary permits / registration issued by the appropriate authority allowing them to use CNG.
11. The bidder should be in a position to supply additional vehicles on daily basis,



at a short notice, as per requirement at the time of any Conference/ meeting, this BMTPC may organise.

12. The vehicles should preferably be of white or grey colour.
13. The bidder should possess PAN Card of Income Tax Department, and should have registration for GST with the concerned Department/ Authorities.
14. The bidder should not have been blacklisted by any Ministry/Department of Govt. of India, PSUs, autonomous bodies of Govt. of India, corporate sector. The bidder has to upload/submit a self-certificate to this effect.

Note: Scanned documents in support of each of the above Eligibility conditions should be enclosed with the Technical Bid.

## **OTHER TERMS AND CONDITIONS**

The bidders must be capable of providing vehicles on their own on the following terms and conditions:-

1. The successful bidder shall have to provide the desired number of vehicles. The BMTPC may require two AC cars on daily basis. However the number of vehicles may increase or decrease at the discretion of the BMTPC. The type/make of vehicle to be hired will be at the sole discretion of the BMTPC, but it must not be registered prior to April 2017.
2. The garage of the bidder should be located within a periphery of 8 kms from BMTPC, India Habitat Centre, Lodhi Road, New Delhi
3. The successful bidder will be solely responsible for strict compliance of the Rules & Regulations notified by Govt. of NCT of Delhi from time to time for plying commercial vehicles.
4. The vehicles shall generally be at the disposal of BMTPC for all working days (Monday to Friday) from 9.00 AM to 6.00 PM. However, the user officer/s may require vehicles on Saturdays, Sundays, Gazette holidays and beyond working hours also and the successful bidder should be able to provide the vehicles in good condition and within time only.
5. Contract charges include hire charges of vehicles along with driver, all repair and maintenance charges of vehicles, insurance, Petrol/Diesel/CNG, engine oil / lubricants and also any other incidental expenses. Parking / toll charges, if any, may be claimed by producing valid parking/toll slips along with monthly bills.
6. In the case of any accident, all the claims arising out of it shall be met by the successful bidder.

7. The vehicles will be kept neat and clean and in perfect running condition and provided with clean seat covers, curtains, perfume, tissue paper and umbrella during monsoon. All vehicles should have good upholstery.
8. If any vehicle goes out of order, the successful bidder shall provide a substitute vehicle immediately. In case the substitute vehicle doesn't report on time/does not report at all, the BMTPC would have a right to hire a vehicle from the market and the additional cost incurred by the BMTPC will be borne by the successful bidder.
9. Payment shall be made on presentation of the bills on the basis of duty slips duly countersigned by concerned officer/staff of BMTPC/controlling Ministry on monthly basis. The bills for hiring of taxis would be submitted after the completion of the month. Bills for hiring of taxis along-with signed duty slips shall be submitted in the first week of the following month.
10. The drivers should have valid driving license and the vehicles should be registered with the concerned authorities of Central / State Government. The drivers of the vehicles should be familiar with Delhi roads, well disciplined and must follow traffic rules and other regulations prescribed by the Government from time to time.
11. The contract between BMTPC and the successful bidder can be cancelled by giving prior notice of at least 45 days by the successful bidder. BMTPC reserves the right to terminate the contract at any time or stage during the period of contract, by giving seven days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the successful bidder.
12. Penalty for breach of terms & conditions:
  - (i) No payment will be made for vehicles supplied by the successful bidder older than thirty six months on the day of engagement of the vehicles for duty at BMTPC.
  - (ii) An amount @ Rs. 200/- per driver per day shall be deducted from the monthly bill if any driver(s) is/are found not wearing the approved uniform while on duty or not obeying traffic rules or undisciplined / discourteous.
  - (iii) An amount of Rs. 1000/- per vehicle per occasion would be deducted from the monthly bill for absence of drivers during duty hours.
  - (iv) An amount of Rs. 2000/- per vehicle per occasion would be deducted from the monthly bill for absence of drivers from duty during extra hours.
  - (v) In case the successful bidder is unable to provide vehicle(s) on any particular day(s), an amount of Rs. 2000/- per vehicle per day shall be deducted from the monthly bill in addition to deduction of hiring charges on pro-rata basis.
13. The drivers and supervisors of the successful bidder engaged for duty at BMTPC should be courteous and well behaved while dealing with BMTPC officers and vehicle users. In the event of any complaint of misbehaviour against any driver or supervisor of the successful bidder, BMTPC reserves the right to insist for immediate removal of the driver / supervisor from the

- duties of BMTPC and the successful bidder shall be under obligation to comply to such instruction within twenty four hours.
14. The drivers must observe all the etiquette and protocol while performing the duty. He must be neatly dressed, should wear proper uniform and must carry a mobile phone in working condition for which no separate payment shall be made by BMTPC.
  15. The successful bidder and drivers shall be bound to carry out the instructions of the BMTPC as well of the officers assigned to the vehicles.
  16. A daily record indicating time and mileage for each vehicle shall be maintained regularly. The firm will obtain the duty slips every day duly signed by the users/officers.
  17. Dedicated vehicles and drivers must be provided and changes will be allowed only in exceptional circumstances. The vehicles must be available at any time of any day as desired by the BMTPC
  18. BMTPC reserves the right to accept or reject any or all tenders without assigning any reasons.
  19. In the event of the award of the tender and prior to execution of the contract, the successful bidder shall be required to submit copies of the Registration Certificate and Comprehensive Insurance Policies of the vehicles being offered for hire. If desired, physical verification of vehicles to be hired may be undertaken by BMTPC.
  20. This contract will be effective for duration of two years from the date of signing the contract unless terminated earlier. However, it may be renewed for further one year on the sole discretion of the Executive Director, Building Materials & Technology Promotion Council and satisfactory performance of contract on existing/revised terms & conditions as the case may be.
  21. An interest free refundable performance security of Rs 2 lacs shall be submitted by the successful bidder at the time of the award of the contract. The security deposit shall be discharged after satisfactory completion of the contract period. If the successful bidder fails or neglects any of his obligations under the contract it shall be lawful for BMTPC to forfeit either whole or any part of performance security furnished by the successful bidder as compensation for any loss resulting from such failure. BMTPC may also blacklist the successful bidder due to failure of services or major negligence in providing service, after following due procedure.
  22. Rates of hiring the vehicles will be fixed during the period of contract and no request for revision of rates will be entertained, under any circumstances.
  23. In case of vehicle hired on monthly basis, counting of distance and time will be from the starting point of the user officer and closing at the point where the user officer completes his/her journey. In the case of vehicles hired on daily basis, the starting point & closing point will be BMTPC office, India Habitat Centre, Lodhi Road, New Delhi.

24. Total kilometre and duty hours of the vehicles shall be calculated on monthly accumulation basis counted in the manner prescribed in para 23 above, if vehicle is hired on monthly basis.
25. The vehicle will generally be required to travel within the city limits, but can also be required to travel outside the city limits on official purpose on need basis.
26. The offer should provide for a minimum monthly average of 300 hours and 3000 kilometers (for vehicle hired on monthly basis). The rate that will be charged for every kilometer and hour over and above the stipulated parameters should also be given separately.
27. In case the vehicle has not covered the 300 hours and 3000 kilometers in a month, the unutilized Km mileage and time shall be adjusted in the subsequent months (for vehicle hired on monthly basis).
28. All Govt. Tax / Levy / Duty other than GST for plying the vehicles in Delhi/New Delhi/NCR will be borne by the successful bidder. BMTPC will deduct Income Tax at Source under Section 194-C of Income Tax Act from the successful bidder's bills at the prevailing rates of such sum as income tax on the income comprised therein or any other statutory tax as applicable.
29. The bid shall remain valid for 120 days from the date of opening of bids. A bid valid for a shorter period shall be rejected by BMTPC as non-responsive. A bidder accepting the request of BMTPC for an extension to the period of bid validity, in exceptional circumstance, will not be permitted to modify his bid.
30. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and Delhi Motor Vehicles Rules and these shall be the responsibility of the bidder.
31. On award of the contract, the successful bidder should verify the antecedent of the drivers to be deployed with BMTPC from the local police. The drivers to be deployed with the Department should have got their antecedent verified by the local police.
32. The firm should have sufficient number of drivers having experience of driving in Delhi/NCR. Before award of the contract the successful bidder will be required to submit a list of drivers to be deployed under the contract with copy of their police verification certificates and detailed bio-data.
33. The firm will also be required to furnish a certificate stating that the drivers proposed to be deployed bear good moral character.
34. The owner/firm should be available round the clock on his own mobile/telephone (office as well as residence) so as to respond to the call for taxis in emergent cases. The firm should be able to provide vehicles on holidays/Saturdays/Sundays also.
35. The earnest money (bid security) may be forfeited:
  - (i) If bidder withdraws his bid during the period of bid validity;
  - (ii) If the successful bidder fails to sign contract or to furnish performance

security.

36. The earnest money of unsuccessful bidder will be discharged / returned as early as possible but not before finalization of contract with the successful bidder.

**Debarring Conditions:**

- (i) No vehicle should be supplied having registration in the name of employee of BMTPC or their close relative.
- (ii) No sub-contracting of the service allotted is permissible by BMTPC. The near relatives of all BMTPC employees either directly recruited or on deputation are prohibited from participation in this tender.
- (iii) The tampering of meter reading, vehicle usage timings, overwriting of summary sheet and misbehaviour of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iv) The contractor shall not engage any person/driver below 18 years of age.

**BMTPC will not have Obligation:**

- (i) No liability whatsoever for payment of wages / salaries other benefits and allowances to any personnel of the successful bidder that might become applicable under any Act or Order of the Govt. in this regard and the successful bidder shall indemnify BMTPC against any / all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BMTPC have to be suitably compensated by the successful bidder.
- (iii) Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) The successful bidder shall be the employer for his workers and BMTPC will not be held responsible fully or partially for any dispute that may arise between the successful bidder and his workers.

**Arbitration:**

In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Executive Director, BMTPC or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. The successful bidder will have no objection in any such appointment that arbitrator so appointed is an employee of BMTPC or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as BMTPC

employee he has expressed his views on all or any of the matter in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

The venue of Arbitration proceeding shall be Office of BMTPC at New Delhi or such other place as the arbitrator may decide. The Arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The courts at Delhi shall have the jurisdiction to decide any dispute that may arise in relation to the contract.

**Pre-contract Integrity Pact:**

The successful bidder shall enter into a pre-contract integrity pact with BMTPC. Format of the pre-contract integrity pact is given at **Annexure III**.

#### **4 . GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS**

1. The tender document shall be accepted only by E-Tendering on CPP Portal (<https://eprocure.gov.in/eprocure/app>).
2. The tender document consisting of the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from CPP Portal (<https://eprocure.gov.in/eprocure/app>) and BMTPC website [www.bmtpc.org](http://www.bmtpc.org). Those bidders not registered on CPP Portal (<https://eprocure.gov.in/eprocure/app>) are required to get registered before submitting the tender online.
3. The cost of tender fee will not be refunded under any circumstances.
4. EMD in the form specified in Bid document only shall be accepted.
5. The tender offer shall be valid for 120 days from the last date of submission of Bid.
6. Tender without Tender fees & Earnest Money Deposit (EMD) and which do not fulfil all or any of the condition or submitted incomplete in any respect will be rejected.
7. The bidder/s are required to quote strictly as per terms and conditions provided in the bid documents and not to stipulate any deviations.
8. The bidder/s are advised to submit complete details with their bids as Technical Bid Evaluation will be done on the basis of documents uploaded on website by the bidder with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete /Ambiguous information will be rejected.
9. The bidder/s are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidder may face in submission at last moment /during rush hours.
10. When it is desired by BMTPC to submit revised financial bid within the validity period then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid and EMD will be forfeited.
11. If the bidder/s is found ineligible after opening of bids, his bid shall

become invalid and cost of tender fee shall not be refunded.

12. Notwithstanding anything stated above, BMTPC reserves the right to assess the capabilities and capacity of the bidder to perform the contract, in the overall interest of BMTPC. In case, bidder capabilities and capacities are not found satisfactory, BMTPC reserves the right to reject the bid.
13. Certificate of Financial Turnover: At the time of submission of bid, the bidder shall upload Affidavit/Certificate from Chartered Accountant mentioning Financial Turnover of last 3 years or for the period as specified in the bid document. There is no need to upload entire voluminous balance sheet. However, one page of summarised balance sheet (Audited) and one page of summarized Profit & Loss Account (Audited) for last 03 years shall be uploaded and submitted in hard copy also.
14. The bidder/s if required, may submit queries, if any, through E-mail and in writing to the bid inviting authority to seek clarifications from the date of uploading of bid document on website. BMTPC will reply to only those queries which are essentially required for submission of bids. BMTPC will not reply to the queries which are not considered fit like replies of which can be implied/found in the NIT/ Bid Documents or which are not relevant or in contravention to NIT/Bid Documents, queries received after 7days from the date of uploading of Bid on website. Technical Bids are to be opened on the scheduled dates. Requests for Extension of opening of Technical Bids will not be entertained.
15. As a result of clarifications sought by bidder, certain modifications may be issued to all eligible bidder/s by BMTPC corrigendum, if felt necessary. All modifications/addendums/corrigendum issued regarding this bidding process, shall be uploaded on CPP Portal (<https://eprocure.gov.in/eprocure/app>) and website of BMTPC [www.bmtpc.org](http://www.bmtpc.org) only and shall not be published in any Newspaper.
16. All the uploaded documents should be in readable, printable and legible form failing which the Bids shall not be considered for evaluation. The relevant Annexures may be tabled with proper indexing.
17. No Clarification will be sought in case of non-submission of tender fee & EMD of requisite amount or Unconditional letter of acceptance or Affidavit for correctness of document/information. In such cases the bid shall be rejected out rightly without seeking any further clarification/



document.

18. All the uploaded and submitted documents shall be considered as duly signed by authorized representative of Bidder.
19. The bid submitted shall become invalid if:
  - i. The bidder/s is found ineligible.
  - ii. The bidder/s does not deposit tender fee and EMD with BMTPC
  - iii. The bidder/s does not upload all the documents as stipulated in the bid document.
  - iv. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid.
  - v. Bidder/s bid with deviation or conditional bid.
20. UNFAIR ADVANTAGE- Penalty for use of Undue influence: -The bidder/s undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BMTPC or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the BMTPC for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with BMTPC. Any breach of the aforesaid undertaking by the bidder/s or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder/s) or the commission of any offers by the bidder/s or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the BMTPC to cancel the contract and all or any other contracts with the bidder/s and recover from the bidder/s the amount of any loss arising from such cancellation. A decision of the BMTPC to the effect that a breach of the undertaking had been committed shall be final and binding on the bidder/s. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the bidder/s towards any officer/employee of the BMTPC or to any other person in a position to influence any officer/employee of the BMTPC for showing any favour in relation to this or any other contract, shall render the bidder/s to such liability/ penalty as the BMTPC may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the all type of deposits by the bidder/s and refund of the amounts paid by the BMTPC.
21. Canvassing in connection with the bid are strictly prohibited, and such canvassed bids submitted by the bidder/s will be liable to be rejected and

his earnest money shall be absolutely forfeited.

22. The Executive Director BMTPC reserves the right to reject any or all bids or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. No claim of the bidder/s whatsoever shall be entertained on this account.
23. All tendered rates shall be excluding GST payable under respective statutes. The GST should be quoted separately.
24. The amount tendered for the work should be written in English only.
25. On acceptance of the tender, the name of the accredited representative of the selected agency who will be responsible for taking instructions from the BMTPC's authorized official shall be communicated to BMTPC in writing.
26. GST and any other tax in respect of the contract shall be payable by the bidder. Proof of deposit of GST with the concerned department shall be submitted to BMTPC by the agency on monthly basis regularly.
27. The successful bidder shall keep necessary books of accounts and other documents for the purpose of the condition as may be necessary and shall allow inspection of the same by a duly authorized representative of BMTPC and further shall furnish such other information/document as the authorized representative of BMTPC require.
28. The bidder shall enter in to an Agreement with the BMTPC on Rs. 100 Stamp Paper.
29. The Bidder shall submit only one bid in his name. Submission of any additional bids, for the same work in the name of their partner/associates/group company etc. shall disqualify them.
30. Executive Director, BMTPC reserves the rights to increase /decrease the scope of work and contract without assigning any reason thereof, No claim to that effect shall be entertained.
31. The bidder shall not assign or sublet the contract nor make any sub-contract with any person or persons for the execution of the any portion of the work .
32. In case of any dispute or clarification the decision of Executive Director, BMTPC shall be final
33. The Bidder, whose tender is accepted, shall be required to furnish

Performance Guarantee/security for due fulfillment of his contract. An interest free refundable performance security of Rs 2 lacs shall be submitted by the successful bidder at the time of the award of the contract. This security deposit shall be discharged after satisfactory completion of the contract period. If the successful bidder fails or neglects any of his obligations under the contract it shall be lawful for BMTPC to forfeit either whole or any part of performance security furnished by the successful bidder as compensation for any loss resulting from such failure. BMTPC may also blacklist the successful bidder due to failure of services or major negligence in providing service, after following due procedure.

34. All the taxes such as TDS etc. as applicable under Govt. of India Rules shall be deducted from the monthly bills of the selected agency.
35. Integrity Pact duly signed by the bidder/s shall be submitted as per **ANNEXURE III**. Any bid without signed integrity Pact shall be liable for rejection.
36. The earnest money deposited by all the bidders except the lowest bidder will be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier.
37. The earnest money deposited along with bid by the successful bidder shall be returned after receiving the Performance Guarantee/security. However, on the written request of the successful bidder, the same may be adjusted against its performance guarantee.
38. In case of any query, please contact on Ph. No. 011-24638096/24636705 and E- mail: info.bmtpc.org or ska.bmtpc.org / [shailesh.agrawal@gov.in](mailto:shailesh.agrawal@gov.in).

Executive Director  
BMTPC

## 6. LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID

- 1) Letter of Transmittal as per **ANNEXURE-II**.
  - 2) Integrity pact duly signed by the bidder (**ANNEXURE-III**). The Bidder /s are required to download the Integrity Pact as uploaded in the bid documents, and sign on the same, put rubber stamp/seal and upload the signed copy on e-bidding websites.
  - 3) Unconditional Letter of Acceptance of Bid Conditions (in original) mentioned in **ANNEXURE-IV** (On Letter Head of the bidder)
  - 4) Financial information of Bidder - **FORM-A**.
  - 5) Experience certificates with performance Certificates for at least three completed contracts of 30 lakhs each from prominent organisations (Government organisation/PSU/Bank/autonomous bodies of GOI) during last three years
  - 6) Structure and company Details – **FORM B**
  - 7) Proof of deposited of Tender Fee and EMD Format – **FORM C**
  - 8) Balance sheet (Audited) and Profit & Loss Account (Audited) for last 03 years of bidder/s duly certifies by Chartered Accountant.
  - 9) Income tax return of last 3 financial years of bidder.
  - 10) Affidavit duly notarized by Notary Public on Non Judicial Stamp Paper of Rs. 100 for correctness of Documents /Information as per **ANNEXURE V**
  - 11) Power of Attorney of the person authorized for signing/submitting the bid.
  - 12) Certificate of registration of bidder.
  - 13) Valid GST registration/PAN No. of bidder.
  - 14) All pages of the entire Tender/Corrigendum (if any) duly signed by the authorized person.
  - 15) Copy of Registration certificate of at least 10 vehicles.
  - 16) Valid taxi permits to run in Delhi/ NCR.
  - 17) Insurance policies of at least 10 vehicles.
  - 18) Necessary permits / registration issued by the appropriate authority allowing to use CNG.
  - 19) A copy of Police verification of bidder.
  - 20) A copy of Valid registration certificate with ESIC and EPFO.
  - 21) List of drivers having valid driving license available with the bidder.
  - 22) Number and type (Brand) of vehicles owned by the bidder along with proof of ownership.
  - 23) Details like distance of location of garage from BMTPC office with complete address.
  - 24) Any other documents as deemed fit by bidder.
- NOTE:** i) All the uploaded documents should be in readable, printable and legible, failing which the Bids shall not be considered for evaluation.
- ii) All the above documents duly paginated, signed, indexed and bound in one volume are also required to be submitted in physical form to BMTPC before last date of submission of bid.

## 7. INFORMATION AND GUIDELINES FOR BIDDERS

### 1.0 General:

- 1.1 Letter of transmittal and forms for deciding eligibility are given at Annexures.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as 'Not applicable'. The bidder are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms (or) deliberately suppressing the information may result in the bid being summarily disqualified. Bid made by telegram or telex and those received late will not be entertained.
- 1.3 The bid should be in English. The bidder should sign on each page of application, forms and documents before scanning& uploading and to ensure proper numbering and indexing.
- 1.4 Corrections if any should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional Sheets if any added by the bidder should also be numbered by him. They should be submitted as a package with signed letter of transmittal. Over writing should be avoided.
- 1.5 References, information and certificate from the respective clients certifying experience and capability of the bidder should be signed by an authorized officer.
- 1.6 The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete envisaged work. He is however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by BMTPC.

### 2.0 Definitions:

- 2.1 In this document the following words and expressions have the meaning hereby assigned to them:
  - Employer:** Means the BMTPC acting through the Executive Director
  - Bidder:** Means Tours & Travel Agencies / Companies/Taxi providers
  - “Year”** means “Financial Year” unless stated otherwise

### 3.0 Final Decision Making Authority:

The BMTPC reserves the right to accept or reject any bid and to annul the process and reject all bids at any time without assigning any reason or incurring any liability to the bidder/s.

### 4.0 Addendum/ Corrigendum

Addendum/Corrigendum to the bid documents may be issued prior to the date of submission of the bid to clarify or effect modification in specification and/or contract terms included in various bid documents. The bidder/s shall suitably take into consideration such Addendum/Corrigendum while submitting his bid. The bidder shall upload / return such Addendum/Corrigendum duly signed and stamped as confirmation of its receipt & acceptance and submit along with the bid document. All Addendum/Corrigendum shall be signed and stamped on each page by the bidder and shall become part of the bid and contract documents.

### 5.0 Evaluation Criteria:

5.1 The details submitted by the bidder will be evaluated in the following manner:-

5.1.1 The initial criteria prescribed in the bid document in respect of no. of vehicles, experience of work , eligibility and financial strength etc., will first be scrutinized and the bidder/s eligibility for the project will be determined.

5.1.2 The bidder/s qualifying the initial criteria as mentioned above will be evaluated as per the criteria mentioned below by scoring method on the basis of details furnished by the bidder/s-

- a. Financial strength (Form 'A')- **Max.30 marks**
- b. No of Vehicles (Ownership) with the bidder- **Max. 20 marks**
- c. Experience for supplying vehicles to reputed organisations particularly Central or State Govt. / Govt. Departments / PSUs/ Banks/ autonomous bodies of GOI -**Max.25 marks**
- d. Performance of the bidder as per client's certificate submitted - **Max.15 marks**
- e. Assessment in terms of location of garage– **Max 10 marks**

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**Total – 100 marks**

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The Detailed criteria for evaluation of performance of Bidder for Pre-Eligibility is given at **Appendix – I**.

- 5.1.3 To become eligible for short listing and for opening the Financial Bid, the bidder must secure at least 50% (Fifty percent) marks in each category and 60% (Sixty percent) marks in aggregate.
- 5.1.4 BMTPC, however reserves the right to restrict the list of such qualified Bidder to any number deemed suitable by it.
- 5.1.5 After evaluation of Technical Bids, Financial Bids will be opened only of technically qualified bidders as per the criteria defined above and the work will be awarded to the lowest quoted (L1) bidder
- 5.1.6 For both monthly and daily hiring of vehicles by BMTPC, a single agency/bidder will be hired and awarded the contract. If a single agency/bidder has not quoted lowest rates in supply of different types of vehicles mentioned in financial bid, the criteria and order for deciding the award of contract to single bidder will be as under:
  - 1. Firstly, Lowest (L1) will be that bidder whose average of the quoted rate of all vehicle types on monthly hiring basis is lowest. In case, this average is same for two or more bidders, then
  - 2. Lowest (L1) will be that bidder whose average quoted rate of all vehicle types on daily hiring basis is lowest.

## **6.0 Opening of Financial Bid:**

After evaluation of pre-qualification documents, a list of short listed agencies who qualifies in technical bids will be prepared. There after the financial bids of only the qualified and technically acceptable bidder shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives if they desire to be present. The bid shall remain valid for 120 days from the date of opening of Technical bid (eligibility bid).

## **7.0 Award criteria:**

- 7.1 The BMTPC reserves the right, without being liable for any damages or obligation to inform the bidder to:
  - 7.1.1 Amend the scope and value of contract to the bidder.
  - 7.1.2 Reject any or all the applications without assigning any reason.
  - 7.1.3 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the BMTPC would result in rejection of his bid. Canvassing of any kind is prohibited.

### Detailed Criteria for Evaluation of the performance of bidders for Pre-Eligibility

S. No	Attributes	Max. Marks	Evaluation
1	<b>Financial Strength</b>  (Maximum 30 Marks)	30 Marks	a) 60% marks for minimum eligibility criteria b) 100% marks for twice the minimum eligibility criteria or more In between (a) & (b) - on pro-rata basis
2	<b>No. of Vehicles (Ownership) with the bidder</b> (Max 20 Marks)	20 Marks	a) 60% marks for minimum eligibility criteria b) 100% marks for twice the minimum eligibility criteria or more In between (a) & (b) - on pro-rata basis
3.	<b>Past Experience</b> (Maximum 25 Marks)	25 marks	a) 60% marks for minimum eligibility criteria b) 100% marks for twice the minimum eligibility criteria or more In between (a) & (b) - on pro-rata basis
4	<b>Performance of bidder as per client's certificates : Maximum 15 Marks</b>		
	(i) Outstanding		15 Marks
	(ii) Very Good		12 Marks
	(iii) Good		7.5 Marks
	(iv) Poor		0 Marks
5	<b>Assessment in terms of location of garage– Max 10 marks</b>		
	Location of garage from BMTPC office		a) 60% marks for minimum eligibility criteria b) 100% marks for distance less than 3 KM In between (a) & (b) - on pro-rata basis
<b>Grand Total</b>			<b>100 Marks</b>



## 9. FINANCIAL BID FORMAT

1	<input type="button" value="Validate"/> <input type="button" value="Print"/> <input type="button" value="Help"/>	<a href="#">Item Rate BoQ</a>																																																																																																																																																																																																																																																																																								
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8	<b>Name of the Bidder/ Bidding Firm /</b>																																																																																																																																																																																																																																																																																									
3	<b>PRICE SCHEDULE</b> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )																																																																																																																																																																																																																																																																																									
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P</th> <th style="text-align: center;">TOTAL AMOUNT without Taxes/GST</th> <th style="text-align: center;">TOTAL AMOUNT in Words</th> </tr> <tr> <th style="text-align: center;">1</th> <th style="text-align: center;">2</th> <th style="text-align: center;">4</th> <th style="text-align: center;">5</th> <th style="text-align: center;">13</th> <th style="text-align: center;">53</th> <th style="text-align: center;">55</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td><b>CAT-A : Hiring of Taxi on Monthly basis (Swift Dzire or equivalent cars)</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">1.01</td> <td>For Fixed 3000 km &amp; 300 hrs in a month</td> <td style="text-align: center;">1.00</td> <td style="text-align: center;">Nos.</td> <td></td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">INR Zero Only</td> </tr> <tr> <td style="text-align: center;">1.02</td> <td>Beyond 3000 km per km</td> <td style="text-align: center;">1.00</td> <td style="text-align: center;">Nos.</td> <td></td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">INR Zero Only</td> </tr> <tr> <td style="text-align: center;">1.03</td> <td>Beyond 300 hrs per hrs</td> <td style="text-align: center;">1.00</td> <td style="text-align: center;">Nos.</td> <td></td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">INR Zero Only</td> </tr> <tr> <td style="text-align: center;">2</td> <td><b>CAT-B : Hiring of Taxi on Monthly basis (Ciaz/Honda City or equivalent cars)</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2.01</td> <td>For Fixed 3000 km &amp; 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**ANNEXURE-I****BANK DETAILS OF BUILDING MATERIALS & TECHNOLOGY PROMOTION  
COUNCIL, NEW DELHI**

Name of the Account Holder	Building Materials & Technology Promotion Council, New Delhi
Account No.	62054931366
Bank Name	State Bank of India
Bank Address	Pragati Vihar, Delhi Branch, Ground Floor, Core 6, SCOPE Complex, Lodi Road, New Delhi – 110 003
IFSC Code	SBIN0020511
Type of Account	Savings
Branch Code	20511
GST No.	07AAATB0304Q1ZW

**LETTER OF TRANSMITTAL  
(On letter head of Bidder)**

To,

Executive Director,  
Building Materials & Technology Promotion Council (BMTPC)  
Core 5A, 1<sup>st</sup> Floor, India Habitat Centre,  
Lodhi Road, New Delhi – 110 003

Name of Work:           Hiring of Vehicles.

Sir,

Having examined details given in the bid document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed Forms A to C and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We authorize.....to approach individuals, BMTPC, firms and corporation to verify our competence, work experience, and general reputation.

I/we submit the following certificates in support of our suitability, performance and capability for having successfully completed the following works:

**Certificate list**

**It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us found to be incorrect.**

**Enclosures:**

**Date of submission**

**Seal of Bidder& Signature(s)of bidder/s**

**INTEGRITY PACT**

To,

Executive Director,  
Building Materials & Technology Promotion Council (BMTPC)  
Core 5A, 1<sup>st</sup> Floor, India Habitat Centre,  
Lodhi Road, New Delhi – 110 003

Sub: Hiring of Vehicles

Dear Sir,

I/We acknowledge that BMTPC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the bid/bid document.

I/We agree that the Bid document is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of bid documents, failing which I/We will stand disqualified from the bidding process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the bid.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bid/bid is finally accepted by BMTPC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the bid/bid, BMTPC shall have unqualified, absolute and unfettered right to disqualify the Bidder/bidder and reject the bid/bid in accordance with terms and conditions of the bid/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**INTEGRITY AGREEMENT**

(To be signed by the bidder and same signatory competent /authorized to sign the relevant contract on behalf of BMTPC)

This Integrity Agreement is made at ..... on this..... day of .....20.....

BETWEEN

.....,  
....., (Name of Office) BMTPC,  
.....,

(Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
..... (Name and Address of the Individual/firm/Company)

through .....  
(Hereinafter referred to as the (Details of duly authorized signatory)  
"Bidder/Bidder" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Bid No.....  
(hereinafter referred to as "Bid/Bid") and intends to award, under laid down  
organizational procedure, contract for .....  
..... (Name of work)  
hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land,  
rules, regulations, economic use of resources and of fairness/transparency in its relation with its  
bidder/s.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into  
this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms  
and conditions of which shall also be read as integral part and parcel of the Bid/Bid  
documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties  
hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

- 1. BMTPC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal/Owner, personally or through any of his/her

family members, will in connection with the Bid, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) BMTPC will, during the Bid process, treat all bidder/s with equity and reason. BMTPC will, in particular, before and during the Bid process, provide to all bidder/s the same information and will not provide to any bidder/s confidential / additional information through which the Bidder/s could obtain an advantage in relation to the Bid process or the Contract execution.

The Principal/Owner shall endeavor to exclude from the Bid process any person, whose conduct in the past has been of biased nature.

2. If BMTPC obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer/Competent Authority and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder/Bidder(s)**

1. It is required that each bidder/s(including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which It has knowledge or becomes aware, during the bidding process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Bidder(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bid process and during the Contract execution:
  - a) The bidder/s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Bid process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Bid process or during the execution of the Contract.
  - b) The Bidder(s) will not enter with other bidder/s into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s) will not commit any offence under the relevant IPC/PC Act. Further the bidders/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(s)/Bidder(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the agent on behalf of the foreign principal or the foreign principal directly could bid in a bid but not both. Further, in cases where an agent participate in a bid on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel bid for the same item.
  - e) The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  4. The bidder/s will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
  5. The bidder/s will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the bidding process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s) and the Bidder/ Bidder accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the bidder shall have powers to disqualify the Bidder(s)/Bidder(s) from the Bid process or terminate/determine the Contract, if already executed or exclude the Bidder/Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Bid process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered

opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Bidder.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Bidder, or of an employee or a representative or an associate of a Participating agency or Bidder which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

1. The bidder/s declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Bid process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Bid process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Bidder as deemed fit by the Principal/ Owner.
3. If the Bidder/Bidder can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Participating Agency/Participating agencies/Sub-bidder(s)**

1. The Bidder(s)/Bidder(s) undertake(s) to demand from all sub bidder a commitment in conformity with this Integrity Pact. The Bidder/Bidder shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub bidder/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidder and Bidder.
3. The Principal/Owner will disqualify Participating Agency, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Bid or violate its provisions at any stage of the Bid process, from the Bid process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Bidder/Vendor five years after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Participating Agency, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, BMTPC.



**Article 7- Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Bid.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Bidder is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Bid/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

.....(For and on behalf of Bidder/Bidder)

**WITNESSES:**

1. .... (signature, name and address)

2. .... (signature, name and address)

Place:

Dated:

**UNCONDITIONAL LETTER OF ACCEPTANCE OF BID CONDITIONS  
(ON THE LETTERHEAD OF THE BIDDER)**

**Name of Work: Hiring of Vehicles**

- a) **To be uploaded on website: <https://eprocure.gov.in/eprocure/app>**
- b) **To be opened in the presence of bidders who may be present in the office of BMTPC.**

I/We have read and examined the notice inviting bid, including all documents and amendments up to the last date of submission of bids, terms and conditions of contract, special conditions, financial bid & other documents and rules referred to in the contract conditions and all other contents in the bid document for the work.

I/We hereby bid for the hiring of vehicles by BMTPC as per instructions and contract conditions given in this document.

We agree to keep the bid open for one hundred twenty **(120) days** from the date of opening of technical bid and not to make any modification in its terms and conditions.

A copy of receipt of deposit of tender fee and earnest money of **Rs 500/- and Rs.50,000/-** respectively in BMTPC account through NEFT/RTGS is scanned and uploaded. If I/We, fail furnish to the prescribed performance guarantee within prescribed period, I/We agree that the said BMTPC or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said tender fee and Earnest Money absolutely. Further, if I/We fail to provide the vehicles as specified, I/We agree that BMTPC or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, the said performance guarantee shall be a guarantee to execute all the works referred to in the bid documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in the bid form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-bidding process of the work.

I/we undertake and confirm that earlier contracts awarded to our firm has/have not been got executed through another agency on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be

debarred for bidding in BMTPC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Competent Authority shall be free to forfeit the entire amount of Earnest Money Deposited/Performance Guarantee.

I/We hereby declare that I/We shall treat the records connected with the contract as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

**Dated:** .....

**Signature of Bidder**.....

**Address:**

**Witness:**

**Postal Address**

**Occupation:**

**[to be filled by Bidder]**

**AFFIDAVIT**

**(To be submitted by bidder on non-judicial stamp paper of Rs.100/(Rupees Hundred only) duly attested by Notary Public)**

Affidavit of Mr. ....S/o ..... R/o .....

I, the deponent above named do hereby solemnly affirm and declare as under:

- 1. That I am the Proprietor/Authorized signatory of M/s ..... having its Head Office/Regd .Office at.....
- 2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for ..... (Name of work)..... to BMTPC are genuine and true and nothing has been concealed.
- 3. I shall have no objection in case BMTPC verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case BMTPC demands so for verification.
- 4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated BMTPC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the Tender fee and EMD / All dues.
- 5. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by BMTPC. If this information is found incorrect, BMTPC at its discretion may disqualify / reject / terminate the bid/contract.
- 6. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I, ....., the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

DEPONENT

Verified at .....this.....day of .....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

**FINANCIAL INFORMATION**

Name of the firm/Bidder.....:

- I. Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last three years duly certified and audited by the Chartered Accountants, as submitted by the bidder to the Income Tax Department (Copies to be attached).

S. No	Particulars	Financial Years			Rs. In Lacs
		2016-17	2017-18	2018-19	
1.	Turn over for Supply of vehicles on rent				
2.	Profit/loss				

SIGNATURE OF BIDDER/S

Signature of Chartered Accountant with Seal

## STRUCTURE &amp; ORGANIZATION

1.	Name & Address of the Bidder	
2.	Telephone No. / Email id /Fax No.	
3.	Location of garage (Complete address)	
4.	Legal status of the bidder (attach copies of original document defining the legal status).	
	a) A Business Entity	
	b) A Proprietary Firm	
	c) A Firm in Partnership	
	d) A Limited Company	
5.	Particulars of experience with various Government depts., semi Govt depts., PSUs, autonomous bodies of GOI and Corporate sector .	
	ORGANIZATION	REGISTRATION No., If any
	1.	
	2.	
	3.	
6.	Names and Titles of Directors & Officers with designation to be concerned with this contract.	
7.	Name and Designation of individuals authorized to act for the agency.	
8.	Has the bidder or any constituent partner in case of partnership firm, ever abandoned the awarded contract ? If so, give name of the contract and reasons for abandonment.	
9.	Has the bidder, or any constituent partner in case of partnership firm/limited company, ever been convicted by the court of law? If so, give details.	
10.	Any other information considered necessary but not included above.	

Signature of bidder/s with stamp

**TENDER FEE AND EMD DEPOSITE FORMAT**

1. Name of Work: Hiring of Vehicles
2. BID No: BMT/Admn/2020/001
3. Name of Bidder:
4. Details of Tender Fee Deposit through RTGS/NEFT in BMTPC account:

Bank UTR No -----

Date -----

Name of Bank-----

Amount-----

5. Details of Earnest Money Deposit through RTGS/NEFT in BMTPC account:

Bank UTR No -----

Date -----

Name of Bank-----

Amount-----

**Signature of bidder/s with stamp**