

**MEGHALAYA BASIN MANAGEMENT AGENCY
(MBMA)**

Shillong, East Khasi Hills, Meghalaya- 793001



**REQUEST FOR EMPANELMENT (RFE)
AGENCY TO SUPPLY DRIVERS FOR VEHICLES UNDER MBMA
RFE No: MBMA/Admin/2023/36
Dated: 7 March 2023**

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1. Purpose

This Request for Empanelment (RfE) is being invited to Empanelled Agencies for supply of Experienced Chauffeurs (Drivers) at Meghalaya Basin Management Agency (MBMA), Shillong. Only the agencies listed through this process will be eligible for providing the drivers services for an initial period of 1 year for driving the MBMA owned vehicles.

2. Important Dates

Sl. No.	Particular	Details
1.	Publishing of RFE	7 March 2023
2.	Hard copy of bid proposals should be sent to following address: Additional Project Director Meghalaya Basin Management Agency (MBMA) MegLIFE Office, 2nd Floor, Shalom Building Lower Laichumere, Shillong Meghalaya - 793001	
3.	Submission of pre-bid written queries (e-mail only) to mbdaprocurement@gmail.com	16 March 2023 Before 16:00 IST
4.	Pre-Bid Conference - O/o of The Additional Project Director, MBMA MegLIFE office, 2nd Floor, Shalom Building Lower Laichumere, Shillong - 793001 Landmark: Behind Golds Gym The bidders may also join through a virtual meeting. The interested bidders mail to mbdaprocurement@gmail.com	17 March 2023 At 4:30 PM IST
5.	Publication of pre-bid clarifications and issue of Corrigendum/ Addendum (if any)	20 March 2023
6.	Last date and time for RFE Submission	29 March 2023 15:00 IST
7.	Bid opening Date & Time	29 March 2023 15:30 IST
8.	Date for Shortlisted agencies based on eligibility criteria	To be published on website (https://mbda.gov.in)

3. Information to bidders

- i. The local Agency of the Meghalaya State with relevant experience are only requested to submit their bids
- ii. The bidder shall submit the hard copy of the bids to the following address:
Additional Project Director
Meghalaya Basin Management Agency (MBMA)
MegLIFE office, 2nd Floor, Shalom Building
Lower Laichumere, Shillong
Meghalaya - 793001
Bids submitted by any other mode is not acceptable and will be rejected
- iii. The bidder shall ensure that all the documents submitted should be stamped and signed by an authorised representative of the firm/agency

- iv. Bidder should arrange for the Earnest Money Deposit (EMD)/Bid Security as specified in the RfE document
- v. Any deviation to this RfE terms & conditions, and schedules of this RfE will lead to rejection of the offer
- vi. Bidders who have been suspended or black listed by departments/agencies and other organisations in Meghalaya will not be allowed to participate in the RfE and should provide a declaration of the same
- vii. If a bidder deliberately gives wrong information in his bid documents or creates conditions favourable for the acceptance of his bid, MBMA will reject such offer at any stage
- viii. Canvassing in any form in connection with this RfE is strictly prohibited and the bid documents submitted by the agencies who resort to canvassing will be liable for rejection
- ix. Should a bidder or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in MBMA/MBDA, the authority inviting the RfE shall be informed in writing of this fact at the time of submission of the bids, failing which the bidder may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- x. MBMA reserves the right to cancel the tender at any stage due to unavoidable circumstances without assigning any reason whatsoever
- xi. Before submission of the bids, the bidder is advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including the vehicles being used by MBMA. Any cost involved during such activity will be borne by the bidder himself
- xii. The bids submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of bid proposals

4. Scope of Work

- i. Agency shall provide the drivers service as per MBMA requirements on monthly basis
- ii. The vehicles and parking space will be provided by MBMA
- iii. The agency shall ensure that drivers engaged shall have police verification certificate about precedence of manpower engaged and drivers shall not have any type of criminal background and have valid driving licenses to run the vehicles at MBMA
- iv. The drivers are required to drive the vehicles for official purposes only required by the staffs/officials of MBMA/MBDA
- v. The normal operation of vehicles is on normal working hours on all working days of MBMA. However, if required, the agency shall ensure that the driver engaged by him continue beyond normal duty hours for which charges applicable beyond normal duty (rate/extra hour) hours will be paid
- vi. The drivers may also be required to travel to other districts of Meghalaya which may also involve overnight stay/stay for multiple days. In such cases, the lodging and food expenses will be borne by MBMA as per the approved rates. Batta will be paid for the same

- vii. The drivers may also be required to travel to Guwahati and Shillong airports
- viii. During holidays and Sundays, if driver service is required, prior information would be given to the agency or driver engaged by him and on receiving such information it shall be ensured that the service is provided on such days for which additional charges would be paid as per MBMA approved rates
- ix. The agency shall ensure that driver engaged by him run the vehicles as per the instructions as and when issued by MBMA. The vehicles should be used only for the intended purpose as instructed by MBMA and shall not be misused
- x. The agency shall instruct drivers engaged by him that whenever the vehicles are used in the MBMA premises, the speed limit should be strictly followed
- xi. The agency shall ensure that driver engaged by him take utmost care of the vehicle, and shall maintain the vehicles in proper condition by cleaning, checking of tyre pressure, fuel level, engine oil level, radiator coolant, brake fluid, head lights, indicators, horn, battery etc., on regular basis
- xii. The agency shall ensure that the driver engaged by him shall handle the vehicles including the accessories installed in it like stereo, spare wheel etc., responsibly throughout the contract period
- xiii. The agency shall ensure that driver engaged by him follow all the traffic rules and comply with the provisions of Motor Vehicle Act. Any penalty for traffic violation imposed by the traffic police will be to the agencies account and MBMA will not reimburse the same under any circumstances
- xiv. The agency shall ensure that the driver engaged by him attends the duty in neat and tidy clothes and shoes. He should be instructed to follow all safety norms like wearing seat belt, etc., while on duty
- xv. The driver engaged by the agency shall maintain records in trip sheet/log book provided for the vehicle on day-to-day basis and make available the same for verification by MBMA whenever so required
- xvi. Drivers engage by the agency should be well acquainted with district capital areas and areas in other districts as well
- xvii. The scope of work may be revise as and when required by MBMA with prior intimation to the empanelled agencies

5. Eligibility Criteria (Technical Bid)

- i. The agency must have an office establishment in Meghalaya
- ii. The agency must have at least 12 drivers with valid driving license
- iii. The drivers should speak local language and should also understand/communicate in English/Hindi
- iv. The Agency must have at least three years of experience in providing the similar services in any Government departments/agencies, PSUs, Privates organisations/NGOs, educational institutions, among others
- v. The agency must have valid PAN/GST/registration certificate
- vi. The agency should not have been blacklisted by any Government departments/agencies, PSUs, Privates organisations/NGOs, educational

- institutions, among others. An undertaking of the same should be provided
- vii. The agency shall ensure that drivers engaged shall have police verification certificate about precedence of manpower engaged and drivers shall not have any type of criminal background and have valid driving licenses to run the vehicles at MBMA.
 - viii. The agency should provide a bio-data of the drivers to be engage mentioning the details of the driver such as address, experience (if any), copy of driving license, PAN/Voter ID

6. Financial bids

- i. The Financial Quotation as in Annexure - I
- ii. EMD of Rs 25,000 in favour of Additional Project Director, MBMA from any Nationalised Bank payable at Shillong

7. Bidding Procedure

- iii. Bids shall be submitted in two separate envelopes:
 - Envelope 1: Technical Documents as mentioned in Pt. 5 - Eligibility Criteria (Technical Bid)
 - Envelope 2: Financial Document as mentioned in Pt.6 - Financial Bids
- iv. Both the envelopes should be properly sealed clearly written as "Technical Bid" and "Financial Bid"
- v. The two (2) envelopes must be submitted in one big sealed envelope marked as "**Application for the Empanelment of Agency for supply of Drivers for vehicles under MBMA**"
- vi. The details of the bidders should be clearly mentioned in the envelope
- vii. The bids should be filled by the bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of interpretation of the tender, the English translation shall govern
- viii. MBMA reserves the right to reject any or all of the responses to this RFE without assigning any reason. MBMA takes no responsibility for delay, loss or non-receipt of response to RFE

8. Evaluation and Empanelment Procedure

- i. This RFE is not an offer by MBMA, but an invitation to receive responses from eligible interested agencies for supply of drivers for MBMA. MBMA will empanel limited agencies who fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from this process
- ii. The evaluation shall be strictly based on the information and supporting documents provided by the agencies in the application submitted by them. It is the responsibility of the agencies to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by MBMA is not provided by the agency (ies), MBMA may choose to proceed with evaluation based on information provided and shall not request the agency for further information. Hence, responsibility for providing information as required in this RFE lies solely with the agency

- iii. Scrutiny of eligibility criteria mentioned in this RFE will be done by the Evaluation Committee to determine whether the documents have been properly signed and stamped, qualification criteria fulfilled and all relevant papers submitted are in order as per RFE. The Evaluation Committee can seek additional information from the agencies, if needed. The response to the RFE not conforming to requirements, financial turnover requirement, office location and past work record will be rejected clarification on their applications
- iv. First the Eligibility Proposal Documents will be reviewed/evaluated and only those bidders who qualify the minimum requirements specified in the RFE, will be eligible for further evaluation. All the supporting documents/documentary evidence must be attached as per specifications done in eligibility criteria
- v. The decision of MBMA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with MBMA and it may ask for meetings with the bidders or may issue in writing/email to seek clarifications or confirmations on their proposals
- vi. MBMA may select a single or multiple agency(ies) depending on the requirement. The allocation of work will be based on financial quote lowest rate (L1) as quoted by the agency
- vii. The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the empanelment. The qualified agency shall carry out work and its obligations with due diligence, efficiency and economy, ensure in accordance with generally accepted norms, techniques and practices used in the industry. Non acceptance of the work order shall result in forfeiture of EMD and may also make the agency liable for being blacklisted by the MBMA

9. Earnest Money Deposit (EMD)/Bid Security

- i. All the Bidders shall submit "Bid Security Declaration" as EMD as per Annexure II
- ii. Bids submitted without the "Bid Security Declaration", or any other format will be liable for rejection without providing any opportunity to the bidder concerned
- iii. Bid Security Declaration must remain valid for at least 45 days beyond the final bid validity period and the validity of the Bid Security Declaration should be extended in the event the last date of bid validity is extended
- iv. Bid Security Declaration of all unsuccessful bidders would go void from the final selection processes completed

10. Payment Schedule

- i. The Competent Authority of MBMA will certify that the job is completed and satisfactorily and as per the work order and. The payment will be made within 15 days after the receipt of the invoice/bill after due verification of the invoice & other supporting documents
- ii. Financial claims related to additional working hours/work in holidays, among others and TA/DA may be agreed upon during the contract negotiation phase

- iii. The Tax Deduction at Source (TDS) shall be made as per the provisions of Income Tax/GST Acts and Rules, as amended from time to time and a certificate to this effect shall be provided to the selected/empanelled bidder(s)
- iv. No Payment shall be made in advance to neither the selected Bidder nor any loan from any bank or financial institution be recommended on the basis of work award
- v. All payments to be made to the agency shall be done only in accordance with the payment regulation of MBMA

11. Penalties

- i. In case of delay in execution of the assigned work by the empanelled agency(ies) as mentioned in the work order, MBMA may impose a penalty of 1% of the work order value, maximum of 10% which may be imposed by MBMA. However, If the delay is beyond the terms and conditions defined, MBMA may cancel the work order and may forfeit the EMD
- ii. If any of the services performed by the agencies fail to conform to the specifications of the assigned work order or in the event of failure of the execution of work due to indifferent (such as inadequate interactions with MBMA), negligent (such as late reporting to work after one warning), non-supportive attitude and behaviour of the assigned resource, non-engagement of adequate resources in the prescribed time frame) of the Agencies. MBMA may decides to abort the empanelment because of such failure, then the EMD will be forfeited or may even lead to the termination of the contract

12. General Terms and Condition

- i. MBMA may at any time, increase or decrease the requirement of driver. The agency shall be notified of such in advance
- ii. MBMA may terminate the RFE process at any time and without assigning any reason. MBMA makes no commitments expressed or implied that this process will result in a business transaction with anyone
- iii. Agency should provide ESI and EPF etc to the concerned drivers as per rules
- iv. MBMA will reject the application for empanelment, if the agency recommended for empanelment, has been determined by MBMA to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive
- v. Information relating to evaluation of application and recommendations concerning award of work shall not be disclosed to the agencies who submitted the applications or to other persons not officially concerned with the process. The undue use of confidential information by any agency related to the empanelment process may result in the rejection of their application
- vi. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Meghalaya only
- vii. MBMA shall empanel agencies for one (1) year. The empanelment duration may be extended by one year or till the project is running at the sole discretion of MBMA on same terms & conditions

- viii. The agencies will indemnify MBMA against any misuse of MBMA name and its entities and logo. For any misuse of MBMA name and such logos, the agency themselves will be held responsible. MBMA will take necessary legal and other actions for such cases. MBMA will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the agency
- ix. MBMA, by written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time of its convenience. The notice of termination shall specify that termination is for MBMA convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by MBMA
- x. For the purposes of this Engagement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies
- xi. Force Majeure shall not include:
 - a) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
 - b) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this engagement, and avoid or overcome in the carrying out of its obligations hereunder
- xii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder

1. ANNEXURES

Annexure I - Financial Quotation

Monthly Remuneration (Single driver)

Sl.	No. of Days	Rate/day	Total Wages/month	EPF	ESI	Amount Payable to Driver/month	Agency Commission	Total Bill (Rs)

Additional Remuneration (Single driver)

Particulars	No. of hours/days	Rate
Additional Charges for extra hours	1 hour	
Overnight Stay	1 day	
Other cost	Hours/days	

Annexure II - Bid Security Declaration

To:

Additional Project Director,
Meghalaya Basin Management Agency (MBMA)
MegLIFE Office, 2nd Floor, Shalom Building
Lower Laichumere, Shillong, Meghalaya

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFE # <<RFE Number for <<Name of the assignment>> (hereinafter called "the Bid") to MBDA (hereinafter called 'the Purchaser').

I/We, hereby, accept that I/We will not withdraw or modify our bid during the bid validity period (180 days from submission date). I/We understand that on violation of this declaration, I/We may be penalized with suspension for participation in future for a period of up to one year.

I/We, hereby accept that I/we will submit EMD of Rs. 25,000/- (Bank Guarantee/FDR/Draft- MBDA) in favour of Additional Project Director, Meghalaya Basin Management Agency (MBMA), after the selection of agency (if selected). The EMD amount will be served as Security deposit for the entire empanelment period.

(Authorized Signatory/ies of the Bidding Agency) Seal:

Date:

Annexure III - Declaration for Non-Debarment & non-blacklisting (On the letter head of the bidder)

We hereby certify that we, M/s_____ (name of the bidder), having registered office at_____ (address of the registered office) have not been debarred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking.

The certificate below is to be provided by the Bidder.

Yours Sincerely,

SIGNATURE -Authorized Signatory Date:

Full name and designation and, contact details with address (Seal of organization)