

NATIONAL BOOK TRUST, NDIA
“NEHRU BHAWAN”, 5, INSTITUTIONAL AREA
VASANT KUNJ PHASE-II, NEW DELHI-110070

Dated the 24.04.2017

TENDER DOCUMENT

**RATE CONTRACT FOR PROVIDING RENTAL COMMERCIAL TAXI SERVICES TO
"NATIONAL BOOK TRUST, INDIA", NEW DELHI AT DELHI & NCR.**

Requirement	Upto 02 or 03 vehicles(Commercial Taxi)
Date of issue of tender document	24-APR-2017 (tender document available on www.nbtindia.gov.in).
Pre Bid Meeting Date	02-MAY-2017 (at 16:30 hrs.)
Date & time for submission of tender document (both financial and technical bid in two separate envelopes)	15.MAY.2017 (upto 1000 hrs.) to Director National Book Trust, India Nehru Bhawan, 5 Institutional Area Phase-II Vasant Kunj New Delhi-110070
Date & time for opening technical bid	15. MAY. 2017 (at 11.00 hrs.)
Date & time of opening of financial bids of eligible tenderers	At a suitable time after opening and decision on the technical bids, technically qualified bidder shall be informed.
Tender Fee	Rs. 500/-
Earnest Money Deposit	Rs. 50,000/-

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NATIONAL BOOK TRUST, NDIA
“NEHRU BHAWAN”, 5, INSTITUTIONAL
AREA VASANT KUNJ PHASE-II,
NEW DELHI-110070

Dated :24.04. 2017

1. TENDER NOTICE (Hiring of Commercial Taxi)

Tenders are invited by NBT, India in two bids system (i.e. **Part-I: Technical Bid and Part II: Financial Bid**) from experienced and financially sound Tours and Travel Agencies / Firms located in Delhi/New Delhi/NCR having an annual turnover of Rs.5.00 Lakhs or more during each of the last three years in the business of tours and travel in taxi operation, for hiring of AC/Non AC commercial Taxi (Passenger/Goods Carrier) for use of NBT, India . Initially the period of hire will be upto one year or part thereof. However, the contract can be extended further for two years, one year at a time subject to mutual consent / agreement on the same terms and conditions. Further, the contract can also be of duration of less than one year at the option of National Book Trust, India.

1. Earnest money of Rs. 50,000/- (Fifty thousand only) in the form of a Demand Draft in favour of the National Book Trust, India payable at New Delhi and must be submitted to Director National Book Trust, India Nehru Bhawan 5 Institutional Area Phase-II Vasant Kunj New Delhi-110070 with the bid without which the bids will not be considered. Late receipt of earnest money viz., after closure of bidding time, or non-receipt of earnest money will make the bidder disqualified and such bid will not be summarily rejected. In case a BG is submitted, it should be valid for a period of 45 days beyond the validity of offer.
2. The bids will be opened at scheduled venue at NBT, India. At the first instance, the technical bids shall be evaluated by the Tender Evaluation Committee. At the second stage, the Financial Bids will be opened of only those bidders who qualify in the technical bid. Financial bids of bidders who do not qualify in the technical bid will be returned back to the bidder unopened.
3. The competent authority in the NBT, India reserves right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.
4. The NBT, India reserves the right to reject any or all the quotations without assigning any reason thereof.
5. Validity of Offer: Offers will be valid for a period of 60 days from the date of opening of technical bid. —

2. GENERAL INSTRUCTIONS FOR TENDERERS:

1. NBT, India New Delhi requires the services of financially sound taxi service providers (hereinafter~ referred to as "Service Providers") to provide rental taxi services (Passenger/Goods Carrier) for operation in Delhi & NCR region.
2. The contract shall be initially for a period of one year or part thereof from the date of letter of awarding the contract. However, the contract may be extended subsequently, on mutual consent, for a further period of one year at a time (upto a maximum of two extensions of one year each) as may be decided by the competent authority, after review of performance.
3. The interested bidder has to submit the tenders through offline mode in two packets. One packet will contain the technical bid and the earnest money and the second packet will contain the financial bid. In order to differentiate the technical bid from the financial bid, the technical bid envelop will indicate 'technical bid' and the financial bid envelop will indicate 'financial bid' on respective envelope.
4. Earnest Money of Rs. 50,000/- (Fifty thousand only) in the form of a Demand draft and has to be submitted along with the technical bid in favour of National Book Trust, India New Delhi. Bids shall not be considered without earnest money and will be summarily rejected. The EMD will stand forfeited if a n y bidder withdraws its offer during the period of its validity or the successful bidder after award of the letter of acceptance refuses to accept the tender or violates any other terms & conditions of the tender.
5. The said Earnest Money Deposit will not bear any interest. The earnest money of unsuccessful tenderer would be returned without any interest after finalization of the contract.
6. The successful bidder will have to deposit with the NBT, India, a Performance Security Deposit of a value equal to 5% of the v a l u e o f c o n t r a c t for the due fulfillment of the contractual obligations where value of contract will be calculated as following.

Value of contract = (rate per month) x number of months for which contract awarded (not more than 12 months at a time) for which the contract is awarded x number of vehicles which is taken on hire.

For example, if 3 vehicles are initially taken on hire for 12 months @ Rs 100/month, security deposit will be $.05 \times 100 \times 12 \times 3 = \text{Rs } 180$.

When a fourth vehicle is being hired $.05 \times 100 \times 12 \times 1 = 60/-$ will be taken additionally as security deposit.

The security deposit can be in the form of Account Payee Demand Draft, Fixed Deposit, Bank Guarantee from any commercial bank in an acceptable form in favour of the National Book Trust, India. In case, BG is submitted, the BG will be valid for a period of three months from the terminal date of contract. The security deposit will be refundable without any interest on termination of the contract after deducting any penalty / any liability of any kind imposed by the NBT, India on account of unsatisfactory services.

7. Tenderers may please quote their unconditional rates strictly in the attached proforma. Cutting/overwriting, if any, should be countersigned. **Conditional bids shall not be considered and will be rejected summarily.**

8. All entries in the tender form should be legible and filled clearly. If the space provided for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. In no case should there be any change in the format of the Financial Bid. The bids submitted in a proforma other than the proforma provided in the financial bid will be liable to be rejected.

9. The technical Bid shall be opened on the scheduled date and time.

10. The financial bid of only those tenderers will be opened who qualify in the technical bid. The schedule time for opening of financial bids would be indicated later.

11. As indicated in the technical bid, the bidding firm has to give a self certificate to the effect that it has not been blacklisted by any Central Ministry Department, PSUs or Banks etc. If it is subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts or manipulated the documents etc, the earnest money deposit or the performance security deposit, as the case may be, will be forfeited.

12. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm withdraws after opening of technical or Financial bids its EMD will be forfeited.

13. If after award of the contract, the successful bidder fails to provide required number of vehicles/taxies, the contract is liable to be cancelled alongwith forfeiture of security deposit/EMD as the case may be and the contract may be awarded to another bidder at the option of NBT, India.

3. ELIGIBILITY CRITERIA:

1. The firm must have average annual turnover of Rs. 5 Lakhs per annum during each of the last *Three years*, ending 31st March of the previous financial year (31.3.2017). Documents in support of turnover must be attached with the tender. The acceptable documents are CA's certificate or Last 3 years balance sheet or profit & loss account or income tax return or payment/contract copies, which can lead to conclusion about turnover (see clause 4 of technical bid).

2. The firm must have experience of having successfully completed similar works mentioned in para five of performa for technical bid during last 3 years as on 31th March 2017 (i.e. years 14-15, 15-16 and 16-17) for a total period of twelve months or more (see clause 5 of technical bid) .

Experience certificates as per para 2 above can be established based on contract award letters or performance certificates of last three years i.e. 2014-15, 2015-16 and 2016-17 issued by officers of the level of Section Officer and above or equal rank/designation.

3. The bidder must have at least one vehicle of the make Indica, Indigo, Echo(Goods Carrier), Echo (8 seater passenger) i.e. for the category for which the firm is quoting
– see para 6 of technical bid for detail) available with the firm registered during 2014 **or after**. These vehicles must be registered in the name of firm/owner or partner of the firm.

4. TERMS AND CONDITIONS:

i) Definition of similar work: The words "similar work" shall mean the experience in providing hired vehicles to Govt. Departments/Public Sector Undertakings/ Autonomous organizations/ Private Organisation of repute.

ii) NBT, India requires 2-3 **vehicles on monthly basis(Initially Two)**. The vehicles required are Indica/Indigo (One), Echo (Goods Carrier One) & Echo(8 Seater Passenger One). All the vehicles will be of AC/Non AC type. The number of vehicle may increase or decrease at the discretion of the NBT, India. The type/make of vehicle to be hired will be the sole discretion of the NBT, India.

iii) The contracting firm will be solely responsible for strict compliance of all the Rules and Regulations notified by Govt. of NCT of Delhi from time to time for plying of commercial vehicles.

iv) There will be no dead mileage. The kilometerage the purpose of "vehicle run" and "hours of duty" shall be reckoned from the point of reporting for duty to the point of vehicle released. No mileage will be allowed to driver for breakfast /lunch or for drawal of petrol / diesel etc.

v) The vehicles should be in very good working condition and should be well maintained during the contract period. None of the vehicles supplied should be registered prior to 2014.

vi) The vehicles supplied should be in excellent condition mechanically as well as get-up wise, i.e. outer body/ upholstery etc. should be decent looking. The vehicle should be provided with additional accessories/utilities:

- a. Clean Seat Covers**
- b. Quality radio music system**
- c. Reading lamp**
- d. Tissue paper box**
- e. Car perfume**
- f. Mobile charger**
- g. Seat Belts (Front & Rear)**
- h. Umbrella**
- i. First Aid Kit**
- j. Fire Extinguisher**

- vii) The owner/firm should be in a position to supply vehicles on short notice as and when needed.
- viii) The drivers of the taxis should be professional drivers and should be fully conversant with the routes of Delhi especially **central and south west Delhi areas** and should possess valid driving license in their names. The drivers will always be decently dressed in uniform and courteous. The drivers must be proficient in speaking local languages, well mannered, courteous with proved integrity, healthy personal habits and **should always carry a mobile phone** with him. **drivers not found up to the mark as per above condition** or in the event of misbehavior on the part of driver, the Trust may impose penalty as deemed fit on the firm.
- ix) The contractor should be in position to provide standby vehicle in case of any breakdown.
- x) All expenses will have to be borne by the firm in case of breakdown of the vehicle supplied. Immediate replacement of the breakdown vehicle will have to be provided.
- xi) In case a vehicle is requisitioned and the same does not reach at the appointed time and place, NBT, India will be free to call another vehicle from the open market at the risk and cost of the contractor. Besides, at the option of NBT, India, a penalty of Rs. 500/- may be imposed for every such lapse. Also, if the contractor regularly fails to provide the vehicle, the Trust will be free to engage another vehicle on regular basis from the market at the risk and cost of the contractor. **In such cases the mode of hiring of vehicle would be at the sole discretion of the Trust.**
- xii) The owner/firm should be available round the clock on his own direct telephone (office as well as residence) so as to respond to the call for taxies in emergent cases. The mobile number must also be given. The firm should be able to provide vehicles in holidays/ Sundays also as long as it is within the limit of 2500 km and 300 hrs per month.
- xiii) All the charges towards repair/servicing, salary of the driver, petrol expenses, any other incidental expenses on operation & maintenance of the hired car would be borne by the contractor.
- xiv) The car would be insured in all respects by the firm. In case of any accident or theft etc, all the claims arising out of it will be met by the contractor and this Trust shall not be liable in any mater whatsoever.
- xv) The car with the driver would be placed at the disposal of NBT, India as and when required. NBT, India would be free to use the hired car in any manner for carrying officials, material etc, as per its requirements and the firm will not have any objection to it.
- xvi) If required, the Trust may hire vehicle on daily basis or an alternate contractor also besides the successful bidder from this tender and the successful bidder will have no objection to it.

xvii) Jurisdiction for legal disputes, if any arising during the currency of the contract, will be settled in Delhi Courts only.

xviii) No advance payment, in any case, would be made to the firm.

xix) **Payment:** The Bills for hiring of cars would be submitted after the completion of the month. Bills for supply of vehicles for any month along with usage certificate duly signed by the officers/PS shall be submitted in the first week of the following month to the Director, NBT, India for payment.

xx) **Price variation:** In line with the formula given below, variation in fuel price alone will be applicable based on the representative price of petrol as fuel (independent of whether the vehicle is diesel/petrol/CNG driven):

Quoted rate/ month	= Rs. A
Petrol Price	= Rs. P/Ltr in Petrol Pumps of Delhi (IOC/BP/HP.) on tender opening date
Petrol Price	= Rs. Q/Ltr on 1 st date of the month for which payment is being claimed
Then,	In case of increase in petrol price if Q is between P and 1.1xP, no increase in quoted rate/month is admissible. In case of decrease in price, if Q is between 0.9xP and upto 'P', no decrease in quoted rate/month is admissible. (that is if the petrol price variation is within 10% of the petrol price as on tender opening date, no variation in monthly rate will be allowed).
However	In case of increase in price beyond 10% i.e. if $Q > 1.1xP$, then,
	Increase/decrease in payable rate for the month = $\frac{1}{4}^{\text{th}}$ of % increase/decrease in petrol price, i.e. if $Q/P=1.12$ (say on 1 st March 2017), then % increase in petrol price is 12%, thus permitted % increase in rate/month = $12 \times \frac{1}{4}=3\%$. Hence, for the month of March 2017 monthly rate will be 1.03xA. Similarly, in case of decrease in price If $Q \leq 0.9xP$, then, if $Q/P=0.88$ (say on 1 st March 2017), then % decrease in petrol price is 12%, thus permitted % decrease in rate/month = $12 \times \frac{1}{4} = 3\%$. Hence for the month of March 2017, monthly rate will be .97xA.

xxi) The firm will ensure that vehicles and the drivers are not normally changed. Frequent changes of vehicles and drivers will not be permitted. At the option of NBT, India, a penalty of Rs.500/- will be imposed for frequent change of drivers.

xxii) The Trust will not be responsible for any challan, loss, damage or accident to the vehicle or to any other vehicle or injury,

xxiii) At the option of NBT, India a **penalty of Rs.500/- per day per vehicle may be levied if any vehicle fails to meet the above terms and conditions on any day. Vehicles supplied by the firm will be regularly inspected by nominated Officers for the purpose and in case of non-compliance of any of the conditions, if brought to the notice by the users or the inspecting Officer, a penalty of Rs.500/- on each fault may be imposed.**

xxiv) NBT, India reserves the right to cancel the contract at any time without assigning any reasons whatsoever.

5. TECHNICAL BID

A. (This is to be submitted in one envelope with EMD). The financial bid is to be submitted in a separate envelope.

1.	Name of the firm / company / Agency	
2.	Complete Address, Telephone Number, e- mail and Mobile Number	
3.	Whether EMD of Rs. 50,000/- enclosed in the form of Demand Draft payable to National Book Trust, India payable at New Delhi.	
4.	Annual turnover of the firm for last three years (with proof) in the form CA's certificate or last 3 years balance sheet or profit & loss account or income tax return or payment/contract copies which can lead to conclusion about turnover of Rs.5.00 Lakhs or more during each of the last three years (14-15, 15-16, 16-17).	
5.	Number of years of experience in providing taxis in the Government Sector/PSUs/autonomous bodies/ large private organization of repute (The firm must have experience of having successfully provided at least one vehicles during the preceding three years 14-15, 15-16 and 16-17 for a total period of twelve months or more). Experience certificates can be established based on contract award letters or performance certificates of last three years i.e. 2014-15, 2015-16 and 2016-17 issued by officers of the level of Section Officer and above or equal rank/designation. For private sector, the certificate should be signed by Assistant Manager or similar officer.	
6.	Number of vehicles of the make (The bidder must have at least one vehicle for each of the following three categories for which the bidder is quoting). That is, a bidder is quoting only for Indica/indigo/Eecho(Goods Carrier) and Eecho (8 Seater Passenger) category, he must have at least one vehicle of the make of above make.	The vehicles should be registered during or after 2014 . These vehicles must be registered in the name of Firm /owner or partner of the firm.
	(i) Indica/Indigo	
	(ii) Eecho(Goods Carrier)	
	(iii) Eecho(8 Seater Passenger)	
7.	Name & Address of the Departments / Ministries and other organizations where, at present, taxis are engaged	

	on monthly basis (self certified copies of contract letters be attached).	
8.	Copy of latest Income Tax return and PAN Number (with proof)	
9.	15 Digit Service Tax Code No/VAT Alc number (with proof)	
10.	Name, Address, e-mail & Telephone Number/Mobile Number of the proprietor	

- B.** (i) I agree to keep the offer valid for 60 days from the date of tender opening.
(ii) It is clarified that I have not been blacklisted by any central Ministry/Department/PSU/Bank etc.

(Signature with name of authorized signatory of the firm)

6. FINANCIAL BID:

(This is to be submitted in one envelope). The technical bid is to be submitted in a separate envelope:

I. MONTHLY HIRE BASIS (2500 Kms & 300Hrs/ Per Month):

Category of Vehicle (Taxi)	Rates for 2500 KMs and 300 hrs per month (A)	
	With AC (In Rs.)	Without AC (In Rs.)
(i) Indica/Indigo		
(ii) Echo(Goods Carrier)		
(iii) Echo(8 Seater Passenger)		

(Rates as above are Inclusive of taxes/duties etc.)

II. Rates per additional hour beyond 300 hours will be = 1.1x (price 'A' as quoted for each category)/ 300 per hr

III. Rates per additional kilometer beyond 2500 KMs will be = 1.1x(price 'A' as quoted for each category)/ 2500 per km

Note:

- (i) L-1 will be decided for each category separately.
- (ii) The rates quoted shall remain unchanged till the currency of the contract. However, variation in fuel price will be applicable based on the representative price of petrol as fuel (independent of whether the vehicle is diesel/petrol/CNG driven).
- (iii) **Price variation:** In case, Govt. decides to increase/decrease the price of petrol, NBT, India will increase/decrease the monthly rates quoted as per the prescribed formula as indicated below.
- (iv) There shall be no increase/decrease in quoted monthly rates if as on 1st of the month for which payment is being claimed, the change in petrol price (on retail basis in IOC/HP/BP pumps at Delhi) is increased/decreased within 10% of the petrol price as was there on date of opening of this tender. Revision of the quoted rates due to increase/decrease in the petrol prices shall however be considered if on the 1st of the month for which bill is being claimed, the petrol retail price at Delhi (in IOC/BPC/HP pumps) is higher/lower by more than 10% of petrol price as on date of tender opening. In such case, the admissible increase/decrease of quoted monthly rates shall be 1/4th of the percentage increase/decrease in the petrol price as compared to the petrol price on the date of tender opening. For example, if on 1st March, the petrol price has increased/decreased by 12% as compared to the price of petrol as on the date of tender opening, the quoted rate per month shall be increased/decreased by 3%. See para xxiii under terms and condition for details.
- (v) In order to claim price variation on account of change in petrol price, the contractor will submit documentary evidence of petrol price at Delhi or 1st date of each month. No increase in monthly rate will be allowed without this. However, if there is a decrease in price, NBT, India will make suitable deduction in line with para (iv) above even if the contractor does not submit evidence of price as on the 1st of the month for which payment is being claimed. Further, the petrol price is the representative price which will be used for admissible price variation irrespective of whether the vehicle is run on petrol/diesel/CNG.

(Signature with name of authorized signatory of the firm)

7. Tender Acceptance letter by the bidder

To,
The Director,
National Book Trust, India
Nehru Bhawan
Vasant Kunj
New Delhi – 1100 70.

Sub: Acceptance of Terms & Condition of Tender

Tender Reference No.-----

Name of Tender/Work:- _____

Dear Sir,

1. As per your advertisement, I/We participated in the tender for the above mentioned Tender.

2. I/We hereby certify that I/We have read the entire terms and condition of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organisation too have all been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the conditions of above mentioned contract in its entirety.

5. In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the authorized signatory of Bidder)