

Tender
For
Providing Taxi Hiring Services at
NABARD, Bhopal



Department of Premises, Security and Procurement,
NABARD, Madhya Pradesh Regional Office, E-5 Arera
Colony, Bittan Market, Bhopal-462016
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PART-I
TECHNICAL BID

SECTION 1: SUMMARY

Tender For Providing Taxi Hiring Services at NABARD, Bhopal

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country. NABARD invites tender for one of its Regional Office at Bhopal, Madhya Pradesh for “**Providing Taxi Hiring Services at NABARD, Bhopal**”.

The bidder shall submit **two separate bids - Technical Bid and Financial Bid**. The same can also be downloaded from the website of www.nabard.org or Central Public Procurement Portal.

Tenders may be submitted offline not later than **5:30 PM on 05 Oct 2022**. Tenders received after stipulated date/ time shall not be entertained.

Technical Bids shall be opened on **06 OCT 2022** at 3.30 PM at the **Mini Conference Room, Third Floor, NABARD, MPRO-Bhopal** in the presence of the Bidders and/or their representatives who choose to be present.

The Financial Bid of only those bidders, who fulfill the technical bid requirements, will be opened. The Financial Bid shall be opened at a later date after the detailed evaluation of Technical Bid. The date of opening of Financial Bid shall be intimated to the technically qualified bidders only.

This tender is to identify the bidder who is offering the stipulated services at minimum rates. The shortlisted bidder will not automatically get award of final work and assigned work will be awarded to the bidder complying with all the specifications and Terms and Conditions stipulated to the satisfaction of NABARD. NABARD reserves its right in this regard. Selected Bidder shall have to execute an Agreement with NABARD as per the Terms and Conditions of NABARD.

SECTION 2: SCHEDULE OF TENDER

Tender no	
Mode of Tender	Offline in two bid system
Date of Notice Inviting tender available for download on NABARD Website	15 Sep 2022
Date of Pre-Bid meeting	26 Sep 2022 (11:00 am)
Venue of Pre-Bid meeting	3rd Floor, DPSP, NABARD, Madhya Pradesh Regional Office, E-5 Arera Colony, Bittan Market, Bhopal-462016
Estimated value of tender	₹ 12 Lakhs
Tender Fees	Not Applicable
Earnest Money Deposit (Note: MSE's as defined in MSE Procurement Policy issued by GoI or Bidders who are registered with central Procurement Organizations are exempt from submitting EMD)	₹ 20,000/- (₹ Twenty Thousand Only) in the form e-payment. Details for e-payment: Name of Account : National Bank for Agriculture and Rural Development Bank Name : NABARD Branch Name: Head Office, Mumbai Account Number (VAN) : NABADMN04 IFS Code : NBRD0000002
Date of Starting of online submission of tender	Not Applicable
Date of closing of submission of tender (Technical Bid and Financial Bid).	05 Oct 2022 (05.30 PM)
Date & time of opening of Part-I (Technical Bid)	06 Oct 2022 (03.30 PM)
Date of opening of Part-II (Financial Bid)	Part-II (Financial Bid) will be opened of only those bidder(s) whose Part-I(Technical Bid) is found acceptable by NABARD, Bhopal . Such bidder(s) will be intimated regarding date of opening of Part-II (Financial Bid) through valid email id given by them.

SECTION 3: PRE-QUALIFICATION CRITERIA

Agencies that fulfil the following Pre-Qualification Criteria will only be considered:

Sl. No.	PRE QUALIFICATION ELIGIBILITY CRITERIA
01	Minimum 5 years' experience in the field of providing transport services and turnover should not be less than Rs. 15 Lakh per annum during the last three financial years.
02	Should have carried out such works/contracts for minimum 3 years duration in the last five years for Reserve Bank of India, , Scheduled Commercial Banks, Central/ State Government/Semi-Government/Public Sector Undertakings. Annual value of at least one such contract should not be less than Rs.10 Lakh.
03	<p>Tenderers should have minimum fleet of 20 (twenty) owned cars comprising of following segment of cars and the entire fleet should not be older than 5 years. They should have following cars of each segment:</p> <p>Segment-1 Sedan: Tata Indigo/Hyundai Xcent/Maruti Swift D`zire/Toyota Etios or Equivalent. (minimum 5)</p> <p>Segment-2 SUV: Toyota Innova/Mahendra Scorpio or Equivalent. (Minimum 5)</p> <p>Segment-3 Premium SUV: Toyota Innova Crysta or Equivalent. (minimum 5)</p>
04	The tenderer should have a valid GST registration.
05	<p>The tenderers whose vehicles have taxi permits only need to submit the tenders and attach documentary evidence of taxi permits and Insurance /Registration certificate. The tenderer must possess the following documents:-</p> <ol style="list-style-type: none"> Firm Registration Certificate (Not later than 01 Apr 2017) PAN Card MSME Certificate Compliance with Motor Vehicles Act (RTO Certificate) Vehicle ownership documents IT Returns for last 3 years Strength of Employees & their ESI No Valid insurance documents
06	Tenderers should have their own office in Bhopal Municipal area (attach documentary evidence).
07	Tenderers should have current account in any Commercial Bank for effective payments of Services through NEFT or RTGS.
08	The tenderer should provide EMD of Rs.20,000/- (Rs. Twenty Thousand only) MSE's as defined in MSE Procurement Policy issued by GoI or Bidders who are registered with central Procurement Organizations are exempt from submitting EMD. Notification/circular/instruction/documentary proof of in this regard needs to be

	submitted along with letter of bidder.
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The tenderers should ensure that they fulfill the pre-qualification criteria before submitting the tender and they should also submit all the relevant details/information along with tender. **The tenders submitted by tenderers who do not fulfil the pre-qualification criteria will summarily be rejected.** The Bank reserves the right to reject any or all tenders without assigning any reason thereof.

SECTION 4: INSTRUCTIONS TO TENDERERS

1. Pre-Bid Meeting

a) Tenderers requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise enquiries during the pre-Bid meeting.

b) The tenderers' designated representatives are invited to attend a pre-Bid meeting on – 26 Sep 2022 at 11:00 am on third floor at DPSP, NABARD, MPRO, Bhopal situated at E-5 Arera Colony, Bittan Market, Bhopal-462016. The purpose of the meeting will be to clarify issues and to answer questions that may be raised at that stage.

c) The tenderers shall submit questions, if any, in writing, to reach the Bank's email address mentioned in this document, not later than 1 day before the date of the pre-Bid meeting.

2. Documents comprising the Tender

The Tender shall comprise the following:

a) Notice Inviting e-tender

b) Technical Bid Details

c) Financial Bid Details

d) Earnest Money Deposit through e-payment (if applicable)

e) Performance Bank Guarantee to be furnished after award of contract by the successful bidder.

f) Contract Agreement.

3. Validity period of Tenders

a) The tender validity period shall be 90 days from the date of opening of financial bids.

b) In exceptional circumstances, prior to the expiration of the tender validity period, the Bank may request tenderers to extend the period of validity of their tenders. The request and the responses shall be made in writing.

4. Submission, Sealing and Marking of Tenders

a) Tenderers submitting tenders shall follow the tender submission procedures specified in the Instructions.

b) The tenderers shall submit their Financial Bid in prescribed format along with copies of necessary documents as indicated in the tender document. Tender with all information shall be submitted on or before the prescribed time and date.

c) If desired/prescribed information is not submitted, the Bank will assume no responsibility for rejection of tender.

d) The tenders (Technical Bid & Financial Bid in separate shall be submitted in 'Original' in a single sealed cover to the Bank and dropped in the tender box placed at NABARD, Madhya Pradesh Regional Office, E-5 Arera Colony, Bittan Market, Bhopal-462016 before 1730 hrs on 05 Oct 2022.

5. Deadline for Submission of Tenders

a) Tenders must be submitted not later than the date and time indicated in this document.

b) The Bank may, at its discretion, extend the deadline for the submission of tenders by amending the Tender Document.

6. Late Tenders

No Tender after the stipulated time shall be accepted.

7. Tender Opening

The Bank shall open the tender on the notified date. Part - I (Technical Bid) of the tender will be opened in the presence of those tenderers/their authorized representatives who choose to be present. Part-II (Financial Bid) of only those tenderers who qualify/are found suitable after scrutiny of Part-I (Technical Bid) by the Bank will be opened on a subsequent date which will be intimated to all the eligible tenderers in advance by E- mail/Telephone call. The decision of the Bank in this regard will be final.

8. Clarification of Tenders

a) To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification regarding its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the tenders.

b) If a tenderer does not provide clarifications of its tender by the date and time set in the Bank's request for clarification, its tender shall be liable to be rejected.

Note: The successful tenderer is hereby referred as the contractor.

9. Signing of Contract

The contractor shall execute an agreement with the Bank on Non-Judicial stamp paper of ₹200/- within 15 working days of award of work. The stamp duty shall be borne and paid by the contractor. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

10. EMD/ Performance Bank Guarantee (PBG)

a) Tenderers have to pay as earnest money a sum of ₹20,000/- (Rupees Twenty Thousand Only) (refundable) through NEFT/RTGS only. No interest is payable on the EMD amount. After finalization of the tender, the contractor will have to submit a Performance Bank Guarantee (PBG) of ₹1,00,000/- (Rupees One Lakh only), valid till two month after the expiry of the contract period. The EMD of such tenderer will be returned on receipt of PBG.

b) Failure of the contractor to submit the PBG or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and debarring such tenderer. EMD amount shall be refunded to unsuccessful bidders within 15 days of award of contract to successful bidder.

c) The PBG shall be released without interest after two months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the contractor or its employees. In case of any complaint or pending dues, the PBG will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.

11. Disclaimer

a) Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within seven (7) days from the date of Notice Inviting Tender, it shall be considered that this document is complete in all respects.

b) The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures.

c) While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Note- The tenderers may visit the NABARD office before quoting the rates to assess the scope of service.

SECTION 5: SCOPE OF WORK AND CONDITIONS OF TENDER

The broad scope of work will include the following –

1. Providing the vehicles (AC only) such as Compact Sedan/Premium Sedan/Luxury Sedan/SUVs etc. as and when requisitioned by the NABARD/by a person authorized by the NABARD.

2. The Tenderer must be able to provide vehicles in the following segments as mentioned below having valid taxi permits based on requisition:

Segment-1 Sedan: Tata Indigo/Hyundai Xcent/Maruti Swift D`zire or Equivalent.

Segment-2 SUV: Toyota Innova, Mahindra Scorpio.

Segment-3 Premium SUV: Toyota Innova Crysta.

Segment-4 Premium Sedan: Maruti Ciaz, Honda city, Hyundai Verna or Equivalent.

Segment-5 Super Premium SUV: Toyota Fortuner, Ford Endeavour or Equivalent.

3. All vehicles provided to the NABARD should have valid taxi permits to travel locally and throughout India. Vehicle must have yellow/commercial registration number/plate.

4. All vehicles should be in good condition with upholstery etc. in proper shape.

5. All vehicles should have valid Pollution Certificate.

6. The driver should have a valid driving license, which should be produced by him as and when demanded by authorities. Renewal of his driving license from time to time will be the responsibility of the Agency.

7. The drivers deployed should have reasonable experience with good driving record and should be able to converse in English as well as in Hindi. He should be able to attend to minor repairs of vehicles en route in case of need.

8. The driver in clean uniform (Preferably in white shirt & trouser) must report for duty at the specified time. He should maintain a proper record of mileage on a daily basis and get the same authenticated by the user officer/staff. The drivers should maintain duty slips with complete details of kms travelled/time of relief etc. duly authenticated by the officer's signature. The driver should be polite, courteous and service oriented at all times.

9. The vehicles should be provided with:

- (i) One English or Hindi Newspaper and one Financial News Paper of the date
- (ii) Two bottles (500 ml each) of branded Mineral Water (Bisleri/Aquafina/Kinley)
- (iii) Face tissue papers in pouch
- (iv) Umbrella
- (v) first-aid box and
- (vi) Universal mobile charger .

No extra charges will be paid for the above. If items required to be made available in the vehicle are not provided, then a sum of Rs 500/- shall be deducted from the concerned journey bill.

10. All the documents viz. insurance, registration, road tax, pollution, permits, valid license, etc. related to each vehicle should be readily available in respective vehicle/drivers.

11. The Tenderer shall ensure that the taxis provided by them are registered under Motor Vehicle Act, 1988 read with Motor Vehicle (amendment) Act 2015 or any other relevant laws, statutes, rules and regulations brought by the Central or State Government from time to time.

12. Preferably, the Tenderer should have ability to liaison with Govt./Insurance Authorities besides arranging for emergency transport/touring facility providers, in case of breakdown of a vehicle provided.

13. The Tenderer shall provide taxi on written/e-mail or verbal instructions over phone within the time specified therein. The Tenderer shall also be required to provide taxi at short notice from the NABARD (say within an hour in case of emergency). They should have 24x7 one point contact or Customer Desk for providing service to the NABARD. In case the tenderer fails to provide taxi on NABARD's requirement either verbal over phone or written, NABARD shall be free to remove the tenderer from the empanelment & terminate the contract.

14. The Tenderer shall comply with the provision of Contract Labour (Regulation & Abolition) Act, 1970, the Contract Labour (Regulation and Abolition) Central Rules, 1971, Employer's Liability act 1938, Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. NABARD reserves the right to call for proof of such compliance whenever deemed necessary, and the Tenderer shall be bound to abide by the same. The tenderer shall be solely responsible for any violation of provision of the above-mentioned legislative enactments or any other statutory provisions and shall further keep NABARD indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. In case of Tenderer's failure to fulfil any of the obligations hereunder and/or under the said Acts/rules/regulations/ or any byelaws or rules framed under or any of these, NABARD, Bhopal shall be entitled to recover any of such loses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the tenderer's monthly payment and Security Money Deposit.

15. The persons engaged by the Tenderer/agency shall be the employees of the Tenderer and neither the Tenderer nor his employees shall have any right to claim any employment in NABARD. The Tenderer and his personnel will not be eligible for any benefits like provident fund, gratuity etc. available to the staff of NABARD.

16. The drivers/employees engaged by the Tenderer shall also abide by the instructions provided by the security officers/guards of NABARD and vehicles/persons will have to undergo security check as and when required.

17. The Tenderer shall ensure that its personnel do not at any time, without the consent of the NABARD in writing, divulge or make known any trust, accounts matter, or transaction undertaken or handled by the NABARD and shall not disclose to anybody any information about the affairs of NABARD. This clause does not apply to the information, which becomes public knowledge.

18. The tenderer shall ensure that the drivers must have proper and valid license for driving transport vehicle and other requirements for the purpose as required under Motor Vehicle Act 1988, read with Motor Vehicle (Amendment) Act, 2015 or any other laws, statutes, rules and regulations brought by the Central or State Government from time to time. Non-compliance for the same shall be the sole liability and responsibility of the tenderer.

19. The successful tenderer shall execute an agreement with the NABARD on stamp paper of requisite value within one month of receipt of letter of acceptance. However, the issue of letter of acceptance by the NABARD shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions of the Tender shall apply on this contract. The contract will be valid for two years. Subsequently if services are found to be satisfactory, the contract may be renewed further for a period of 1 year as per the existing terms and conditions which are mutually acceptable.

20. The cost of stamp paper for execution of the agreement shall be borne and paid by the Tenderer/agency in full.

21. The rates offered by the tenderers and acceptance by the NABARD, shall remain valid, for a period of initial 06 months from the date of contract. Thereafter the rates will be reviewed every six months based on the formula mentioned in Annexure-III.

22. Liquidated Damages For deficiency in services and inconvenience caused to the NABARD and its officials, liquidated damages not exceeding 25% of the bill amount for a particular/relevant bill may become leviable. However, NABARD will levy it only after giving due notice. In case of dispute an appeal shall be made to the Chief General Manager, NABARD, Madhya Pradesh Regional Office, Bhopal whose decision will be final in the matter.

23. It shall be the responsibility of the Tenderer to provide taxi(es)/vehicles as and when requisitioned by the NABARD including Night/Early Morning. Any delay shall attract penalty as mentioned above. Without prejudice to the above, the Tenderer shall also have to make alternate arrangements in case of breakdown of his vehicles(s). In case of failure, the Tenderer shall be responsible to compensate all expenses incurred in this regard and the same will be deducted from the outstanding bill of the Tenderer. Decision of NABARD in this regard shall be final and binding on the Tenderer. Such compensation shall be in addition to any penalty levied under para 22 above. Penalty and compensation, if any, shall be deducted from any outstanding bill of the Tenderer.

24. The Tenderer shall ensure that the cars provided must not be more than 5 years old.

25. The Tenderer should convey without fail the car details i.e., Car make & color, Car Registration No., Driver's Name and his mobile number to Car Booking Desk and to the user of the car by a telephone call, e-mail and through an SMS respectively at least 6 hours prior to the commencement of journey.

26. The driver must always be available at the place where the car is parked once the car has reported to the guest.

27. The driver must carry a placard depicting particulars of the arriving Guest/Officer at the Airport/Railway Station, etc. The agencies should ensure that there is no room for complaints from any quarters.

28. The drivers will carry out the orders given by the authorized officers of the NABARD and will also observe the rules and regulations of NABARD regarding safety and security.

29. The Tenderer or its agents/employees/drivers committing any breach of terms and conditions mentioned herein and/or rendering unsatisfactory services, in the opinion of the NABARD shall render itself liable for summary termination of the agreement forthwith without any notice or any compensation in lieu thereof.

30. Without prejudice to above, contract shall be terminated on last day of contract period or with a notice of one month on either side, during the contract period.

31. Renewal

Punctuality and quality of service shall be the essence of the Agreement. Therefore, the renewal of the agreement shall also be subject to punctuality and satisfactory performance by the Tenderer. Based on the satisfactory rendering of services NABARD may extend the contract for a period of 1 year (maximum).

32. COVID-19 Precautions: The vehicles must be sanitized, and the driver should wear a mask at all the times during the journey and follow COVID-19 safety guidelines. The authorized officer of NABARD shall conduct surprise check/inspection of the vehicle for verifying the sanitization requirement. In case of any deficiency, the NABARD shall have the right to impose penalty equal to the bill amount for that trip and appropriate the amount from the dues payable to the tenderer, till the Covid-19 protocols are applicable as per the guidelines of GoI.

33. Settlement of dispute by Arbitration: That in case of any dispute arising out of this contract, the matter shall first be resolved through mutual dialogue and reconciliation failing which the dispute shall be resolved through arbitration by invoking the provisions of the "Arbitration & Conciliation Act, 1996" by appointing sole arbitrator with the mutual consent of the parties. In case the parties do not agree to the appointment of sole arbitrator, each party will appoint its arbitrator and the arbitrators so appointed shall appoint a presiding arbitrator to decide the dispute between the parties under the contract. The provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder shall govern the arbitration proceedings. The venue of the arbitration shall be at Bhopal. The courts at Bhopal shall have the exclusive jurisdiction.

34. Sexual Harassment:

a. The Tenderer shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women while on duty (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee/driver within the premises of the NABARD or outside while on duty, the complaint shall be filed before the Internal Complaints Committee constituted by NABARD and he/she shall ensure appropriate action under the said Act in respect to the complaint*.

b. Any complaint of sexual harassment from any aggrieved employee/driver of the Tenderer against any employee of NABARD shall be taken cognizance of by the Regional Complaints Committee constituted by the NABARD.

c. The Tenderer shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees/drivers of the Tenderer, for instance any monetary relief to NABARD's employee, if sexual violence by the employee/driver of the Tenderer is proved.

d. The Tenderer shall be responsible for educating its employees/drivers about prevention of sexual harassment at workplace and related issues.

* As per the section 6 read with section 4 of this act, it is mandatory for each employer to constitute an "Internal Complaints Committee" where his 10 or more employees are employed. As per section 6 of said act, inter alia, provisions have been made that whereas Internal Complaints Committee is not constituted then "Local Complaints Committee" will be responsible for full compliance of bye laws of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013" at workplace of Contractor/Agency/Tenderer. Any complaint related with Sexual Harassment in NABARD premises or while on duty against any employee/driver then it should be presented before Internal Complaints Committee and Contractor/Agency shall take appropriate action on the complaint in accordance with the provisions of said act and other rules for the purpose.

35. Terms of Payment: That the payment of bill as presented by the Tenderer will be made in full by the NABARD through NEFT/Electronic means only. Contractor should ensure submission of bills within thirty days from completion of journey. The payment shall be made within thirty days from the date of receipt of a proper bill. In case, the bill is not proper or

contains any deficiency, the NABARD will forthwith return the bill and the Tenderer will submit a fresh bill. The payment will be made after the same is duly certified by the NABARD's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc. The details of Tenderer's Account maintained with a scheduled commercial bank shall be provided to NABARD for this purpose within seven days of the signing of this agreement.

36. Taxes: The amount quoted in the bill shall be inclusive of all taxes as applicable to the Tenderer such as local levies imposed/to be imposed by Central/State Government/ Local Bodies except Goods and Services Tax which will be applicable and paid as per prevailing government notifications. If the Tenderer fails to include such taxes and duties in the bill, no claim thereof will be entertained by NABARD afterwards. As per Indian laws, taxes as applicable, will be deducted at source and a certificate for the same will be issued to the Tenderer.

37. The tenderer should have a valid and active GSTIN on the invoice raised. In case the GSTIN no. has expired, no payment of the same shall be made to the tenderer and any statutory liability on account of it will be the sole responsibility of the tenderer.

38. The contract shall be deemed to end in any of the following contingencies:

(i) On the expiry of the contract period or terminations in terms of para 30 above.

Or

(ii) A notice at any time 'during the currency of services in case the services rendered by the contractor are not found satisfactory and not in conformity with the general norms and the standard prescribed for the services.

Or

(iii) For committing breach of any of the terms and conditions of the contract by the Tenderer.

Or

(iv) On assigning the contract or any part thereof any benefit or interest therein or thereunder by the Tenderer to any third person for sub-letting the whole or a part of the contract to any third person.

Or

(v) On Tenderer being declared insolvent by the competent Court of Law.

39. During the notice period for termination of the contract, in the situation and circumstances as contemplated above, the Tenderer shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the Tenderer to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption/hindrance/problem of any nature to NABARD. Violation of the same shall be the sole liability and responsibility of the Tenderer.

40. In the event of exigencies arising due to the death, infirmity, insolvency of the Tenderer or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as NABARD may think proper, namely: (i) Legal heirs in case of sole proprietor. (ii) The next Directors/Partners in the case of company or firm as the case may be.

41. Confidentiality: The Tenderer shall not disclose directly or indirectly any information, materials and details of NABARD's infrastructure/systems/equipment's etc, which may come to the possession or knowledge of the Tenderer during the course of discharging its contractual obligations in connection with this empanelment, to any third party and shall at all times hold the same in strictest confidence. The Tenderer shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Tenderer shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the NABARD. The Tenderer shall indemnify NABARD for any loss

suffered by NABARD as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Tenderer and the NABARD shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate and prudent actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality shall survive the expiry or termination of this contract for whatever reason. The Tenderer shall also ensure the compliance of this clause by employees/drivers deployed by him/her and in case of any violation the Tenderer shall be liable for the same.

42. Right to accept any Tender and to reject any or all Tenders: -

42.1 NABARD shall not be bound to accept the lowest or any tender and may at any time terminate the tendering process without assigning any reason.

42.2 L1 Bidder will be determined as per the procedure mentioned in Annexure-II.

42.3 NABARD may call for the client report from the organizations in which the contractor has provided similar services. If any of the client report is not found satisfactory, the Tender shall be rejected outright.

43. Canvassing: Canvassing, soliciting or endeavouring to entice or inducement in any form by any person with a view to influencing acceptance of a bid shall be an offence under Laws of India. Such action shall result in the rejection of bid, in addition to other punitive measures.

44. If any certificate/documents enclosed or details furnished by the Tenderer are found to be incorrect/fake/bogus tampered with or information not disclosed, the tenderer shall be debarred and shall not be awarded any future work in NABARD. Joint ventures or partnership firms or any other nature of firms in which the contractor is a party shall also not be awarded any work. The tenderer in such event shall also be liable to be placed in negative list and shall be disqualified from participating in any tender floated by the NABARD for a period of three years. In the event of failure to execute the work after award of the work, NABARD reserves the right to debar the contractor/tenderer, its associates and entities in which it is interested from award of any contract in the NABARD. NABARD also reserves its right to debar the contractor/tenderer who fails to discharge the contractual obligation under this contract, from participating in any tender or from award of any work in NABARD for a period of three years. NABARD shall issue a 10 days' notice to the contractor/tenderer before debarring the contractor and consider reply, if any, given by the Contractor/Tenderer to such notice. The decision of the Chief General Manager, NABARD, Madhya Pradesh Regional Office, Bhopal shall be final and binding in this regard.

45. The terms and conditions mentioned in the tender document shall form the part and parcel of the contract.

UNDERTAKING

I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers. I/We hereby also declare that I/We have read and understood all the above instructions/conditions and the same will remain binding upon me/us in case the above-mentioned Contract is entrusted to me/us. I/we also note that this letter shall form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

(Signature & Seal of Bidder)

Date:

Place:

PART-II

FINANCIAL BID

(To be submitted in separate sealed cover.

All details to be furnished and no cell should be left blank.

If any cell is left blank, the value will be treated as zero.

No additional sheets to be enclosed other than the rates sought as per the format)

PART – II – Financial BID
TENDER FOR PROVIDING TAXI HIRING SERVICES AT NABARD, BHOPAL

Section A

For Sedan (Tata Indigo/Hyundai Xcent/Maruti Swift D`zire/ Toyota Etios or Equivalent)

(Rates (In Rs) for Bhopal Excluding Taxes & Toll / Parking/ State Border Charge)

Sr. No.	Description	Rates
A1	Rates Per KM for outstation duty (minimum Kms chargeable for outstation duty – 250 kms)	
A2	Night Detention Charges (After 10 PM)	
A3	Waiting Charges per Hour	
A4	Raja Bhoj International Airport pick up / drop Fixed price	
A5	Bhopal Railway Station Pick Up/ drop	
A6	Rani Kamlapati Railway Station Pick Up / drop	
A7	4 Hrs - 40 Kms	
A8	8 Hrs - 80 Kms	
A9	Extra km	

Section B

For SUV (Toyota Innova, Mahindra Scorpio)

(Rates (In Rs) for Bhopal Excluding Taxes & Toll / Parking/ State Border Charge)

Sr. No.	Description	Rates
B1	Rates Per KM for outstation duty (minimum Kms chargeable for outstation duty – 250 kms)	
B2	Night Detention Charges (After 10 PM)	
B3	Waiting Charges per Hour	
B4	Raja Bhoj International Airport pick up / drop Fixed price	
B5	Bhopal Railway Station Pick Up/ drop	
B6	Rani Kamlapati Railway Station Pick Up / drop	
B7	4 Hrs - 40 Kms	

B8	8 Hrs - 80 Kms	
B9	Extra km	

Section C

For premium SUV (Toyota Innova Crysta)

(Rates (In Rs) for Bhopal Excluding Taxes & Toll / Parking/ State Border Charge)

Sr. No.	Description	Rates
C1	Rates Per KM for outstation duty (minimum Kms chargeable for outstation duty – 250 kms)	
C2	Night Detention Charges (After 10 PM)	
C3	Waiting Charges per Hour	
C4	Raja Bhoj International Airport pick up / drop Fixed price	
C5	Bhopal Railway Station Pick Up/ drop	
C6	Rani Kamlapati Railway Station Pick Up / drop	
C7	4 Hrs - 40 Kms	
C8	8 Hrs - 80 Kms	
C9	Extra km	

Section D

For premium Sedan (Honda city, Hyundai Verna, Maruti Ciaz or Equivalent)

(Rates (In Rs) for Indore Excluding Taxes & Toll / Parking/ State Border Charge)

Sr. No.	Description	Rates
D1	Rates Per KM for outstation duty (minimum Kms chargeable for outstation duty – 250 kms)	
D2	Night Detention Charges (After 10 PM)	
D3	Waiting Charges per Hour	
D4	Raja Bhoj International Airport pick up / drop Fixed price	
D5	Bhopal Railway Station Pick Up/ drop	
D6	Rani Kamlapati Railway Station Pick Up / drop	

D7	4 Hrs - 40 Kms	
D8	8 Hrs - 80 Kms	
D9	Extra km	

Section E

**For Super Premium SUV: Toyota Fortuner, Ford Endeavour or Equivalent.
(Rates (In Rs) for Bhopal Excluding Taxes & Toll / Parking/ State Border Charge)**

Sr. No.	Description	Rates
E1	Rates Per KM for outstation duty (minimum Kms chargeable for outstation duty – 250 kms)	
E2	Night Detention Charges (After 10 PM)	
E3	Waiting Charges per Hour	
E4	Raja Bhoj International Airport pick up / drop Fixed price	
E5	Bhopal Railway Station Pick Up/ drop	
E6	Rani Kamlapati Railway Station Pick Up / drop	
E7	4 Hrs - 40 Kms	
E8	8 Hrs - 80 Kms	
E9	Extra km	

Section F

**For Sedan (Tata Indigo/Hyundai Xcent/Maruti Swift D`zire/ Toyota Etios or Equivalent)
(Rates (In Rs) for Indore Excluding Taxes & Toll / Parking/ State Border Charge)**

Sr. No.	Description	Rates
F1	Rates Per KM for outstation duty (minimum Kms chargeable for outstation duty – 250 kms)	
F2	Night Detention Charges (After 10 PM)	
F3	Waiting Charges per Hour	
F4	Devi Ahilya Bai Holkar Airport pick up / drop Fixed price	

F5	Indore Railway Station Pick Up/ drop	
F6	4 Hrs - 40 Kms	
F7	8 Hrs - 80 Kms	
F8	Extra km	

Section G

For SUV (Toyota Innova, Mahindra Scorpio)

(Rates (In Rs) for Indore Excluding Taxes & Toll / Parking/ State Border Charge)

Sr. No.	Description	Rates
G1	Rates Per KM for outstation duty (minimum Kms chargeable for outstation duty – 250 kms)	
G2	Night Detention Charges (After 10 PM)	
G3	Waiting Charges per Hour	
G4	Devi Ahilya Bai Holkar Airport pick up / drop Fixed price	
G5	Indore Railway Station Pick Up/ drop	
G6	4 Hrs - 40 Kms	
G7	8 Hrs - 80 Kms	
G8	Extra km	

Section H

For Premium SUV (Toyota Innova)

(Rates (In Rs) for Indore Excluding Taxes & Toll / Parking/ State Border Charge)

Sr. No.	Description	Rates
H1	Rates Per KM for outstation duty (minimum Kms chargeable for outstation duty – 250 kms)	
H2	Night Detention Charges (After 10 PM)	
H3	Waiting Charges per Hour	
H4	Devi Ahilya Bai Holkar Airport pick up / drop Fixed price	
H5	Indore Railway Station Pick Up/ drop	

H6	4 Hrs - 40 Kms	
H7	8 Hrs - 80 Kms	
H8	Extra km	

The rates are quoted after understanding the instructions mentioned in this tender document. I have read the instructions mentioned in Annexure-I (Financial Bid (Part II) – Evaluation and same are acceptable to us.

(Seal and Signature of the Bidder)

Date:

Place:

ANNEXURE-I
Financial Bid (Part II) - Evaluation

90 percent of usage is for in Category mentioned in Section A, B and C of price-bid. Hence, only these sections are considered for determination of L1 bidder.

L1 Bidder will be determined by the sum total of rates per KM for outstation duty as indicated in Row 1 of each section A, B and C of the Price Bid.

The other rates indicated from Row 2 to 9 of Section A, B, & C and from Row 1 to Row 9 of sections D, E, F, G & H will be derived by the average of the rates quoted by other bidders in Price Bid. The derived rate of each category shall be the average of the three lowest rates quoted by bidders in that category or the rate quoted by L1 bidder in that category, whichever is less. These derived rates shall be binding and acceptable to the L1 bidder.

Bidders are advised to consider the tentative yearly booking of the vehicles, labour cost (cost of driver) and other items (as mentioned in clause no. 9 of Section 5 of Technical Bid) to be provided with the vehicle while quoting the rates for the items. In case, L1 bidder does not agree for the above mentioned contract, the same must be communicated to NABARD, Madhya Pradesh Regional Office in writing. In such case, the offer will be extended to L2 Bidder and so on.

The example for L1 bidder is illustrated as:

Section	Quoted Rate Value
A	A1
B	B1
C	C1
Value considered for L1 Calculation (L)	A1+B1+C1

The above derived value of “L” of each bidder shall be considered for arriving at L1 bid.

Annexure-II
Formula for Revision of rates

Rates shall be revised every six months

40% percent weightage shall be given to change in minimum wages

60% percent weightage shall be given to change in prices of high speed diesel

Percentage increase/decrease in quoted rates (A):

$$A = 0.4 (P1 *) + 0.6 (P2**)$$

*P1 = percentage increase/decrease in minimum wages as declared by Office of Central Chief Labour Commissioner, Ministry of Labour & Employment, Government of India (under category Building Maintenance operations)

** P2 = percentage increase/decrease in cost of High Speed Diesel as notified by IOCL/BPCL. For calculation price of Diesel on start of contract and price of Diesel on the 1st day of month in which revision is taking place shall be considered.

This percentage increase/decrease shall be valid for all the categories and will be binding on the contractor.

Illustrative example:

Suppose

a) Rate per KM under sedan section is Rs. 10/- at start of contract.

b) Minimum wages per day start of contract is Rs.600/- per day

c) Minimum wages per day at time revision is Rs.630/- per day

d) Price of high speed diesel at time of award of contract is Rs.100/- per litre

e) Price of high speed diesel at time of revision is Rs.107/- per litre

Percentage increase in minimum wages : $\{(630-600)/600\} \times 100 = 5 \%$

Percentage increase in price of high speed diesel : $\{(107-100)/100\} \times 100 = 7\%$

Percentage increase/decrease in rates = A = $[0.4 \times 5] + [0.6 \times 7] = 6.2 \%$

Rate per KM under sedan section at start of contract = Rs. 10/-

Increase in rate = $(10 \times 6.2) / 100 = \text{Rs.}0.62/-$

Revised rate per KM under sedan section = $\text{Rs.}10 + \text{Rs.}0.62 = \text{Rs.}10.62$ per KM.