NATIONAL BAL BHAVAN KOTLA ROAD, NEW DELHI-110002

NOTICE INVITING TENDER FOR HIRING OF BUSES

Sealed Tenders are invited from reputed and established Operators for supply of Buses on daily basis (as and when required) for a period of one year.

2. The method of submission of tender, amounts of Earnest Money/Security Deposit and General Terms and Conditions applicable to contract has been mentioned in **Annexure-I.** The proforma for submission of tender has been given in Annexure-II (for Price Bid) to this Notice Inviting Tender. The schedule of tender is given as under.

Schedule of Tender		
Cost of Tender Document	Rs.500/-	
Earnest Money Deposit	Rs.25,000/- through Demand Draft in favour of	
	Director, National Bal Bhavan	
Last date & time for the sale of tender	14.01.2017 upto 1.00 p.m.	
document		
Last date & time for submission of	14.01.2017 upto 2.00 p.m.	
the sealed Tenders		
Date & Time for opening of tenders	14.01.2017 at 2.30pm	

- 3. The Tender document along with terms and conditions can be purchased from Cashier, National Bal Bhavan, Kotla Road, New Delhi on payment of Rs. 500/-(Five Hundred Only) in form of Cash/Demand Draft issued in favour of Director, NBB, on any working day (Tuesday to Saturday between 10:00 A.M. to 5:00 P.M.).
- 4. The tender document can also be downloaded from the website of NBB (www.nationalbalbhavan.nic.in). The tenderers who download the tender document from the website should furnish a separate demand draft for Rs. 500/-(Five Hundred Only) or deposit cash on or before last date of submission of tender.
- 5. The tenders complete in all respect should be dropped in the Tender Box at National Bal Bhavan, Kotla Road, New Delhi. The tenders received after the scheduled date and time will be rejected out rightly.
- 6. Each page of the tender document to be signed and stamped by the authorized signatory while submitting the tender document. Each page of tender should have proper page numbering.

DIRECTOR National Bal Bhavan

NATIONAL BAL BHAVAN KOTLA ROAD, NEW DELHI-110002

ANNEXURE-I

GENERAL TERMS AND CONDITIONS FOR HIRING OF BUSES

1. **Parties:** The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and National Bal Bhavan.

2. Earnest Money:

- 2.1 Earnest Money of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of demand draft of any scheduled bank must be deposited by bidders along with their duly filled up tender documents. The demand draft shall be in favour of Director, National Bal Bhavan,
- 2.2 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bank guarantee/demand draft will be forfeited.
- 2.3 The tenders without Earnest Money will be summarily rejected.
- 3. **Signing of Tender:** Individual signing the tender or other documents connected with contract must specify whether he signs as:-
 - (3.1) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
 - (3.2) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the Partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - (3.3) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
 - (3.4) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
 - (3.5) A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the NBB may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- 4. **Price Bid:** The Price Bid should be submitted in the form given in Annexure-II in a sealed cover without any over writing. The rates quoted shall be inclusive of all taxes, toll tax etc. Nothing extra will be paid towards taxes, in case, if the tax rates increased during the currency of contract.
- 5. **Validity of the Bids/Rates for Buses :** The bids/Rates for Buses shall be valid for a period of one year from the date of issue of Award Letter. The period of contract may be extended on the agreed terms and conditions for a further period at the discretion of the Director, NBB, if services of the contractor is found satisfactory.

6. **Right of Acceptance:**

- 6.1 The Director, National Bal Bhavan, reserves all rights to reject any tender including of those tenderes who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. Tender can be accepted/granted in full or in part. If part tender is accepted, the tenderer is liable to accept the same, failing which, the EMD will be forfeited. The decision of Director, National Bal Bhavan in this regard shall be final and binding.
- 6.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.
- 7. **Communication of Acceptance:** Successful Tenderer will be informed of the acceptance of his tender.

8. **Security Deposit:**

- 8.1 The earnest money deposited by successful tenderer Rs. 25,000/- will be converted to security deposit.
- 8.2 The security deposit can be forfeited by order of the Director, in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered by the Director, National Bal Bhavan sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

9. **Penalty:**

- (9.1) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of buses from the market in the event of Contractor failing to provide requisitioned buses or not providing buses in time, The Director, National Bal Bhavan reserves the right to make deductions at his/her discretion.
- (9.2) One male conductor is to be required compulsory in each bus in view of safety and security of member children. If, conductor is not provided by the contractor on any day, a penalty of Rs. 2000/- per day will be imposed and will be deducted from the bill of contractor.
- (9.3) The powers of the Director, NBB under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause above.

10. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by NBB in that event and the security deposit will be forfeited.

- 11. **Subletting of Work:** The firm shall not assign or sublet the work or any part of it to any other person or party. The tender is non-transferable.
- 12. **Yearly Services**: During last year, we have paid an amount of Rs. 3.00 lakhs (approx.) to L-1 tender on this account.

13. Terms of payment:

- 13.1 Payment shall not be made in advance. It would be released within a month after the submission of bill by cheques/NEFT only.
- 13.2 Director, NBB shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in para 9 above.
- 14. The buses will be required by the National Bal Bhavan, Kotla Road New Delhi for children to travel from various places in Delhi from National Bal Bhavan Kotla Road, New Delhi and back on various days as per requirement throughout the year for which rates may be quoted. Mileage would be calculated to and fro from National Bal Bhavan, New Delhi. No dead mileage will be given by NBB.
- 15. Driver and conductor should be in proper uniform, valid Driving Licence and should be carrying a mobile phone.
- 16. Buses to be provided by the Contractor should be in perfectly sound and working condition fulfilling all conditions as prescribed by RTO for public transport. Buses should be clean and safe. The buses must be registered vehicles under Delhi Government.
- 17. **SHORT NOTICE ORDER FOR SUPPLY OF BUSES**: The requisition for hiring the buses would be placed to the tenders by e-mail two or three days in advance. Some times buses are required on short notices. The contractor shall supply the buses at short notice also.
- 18. Insurance: All Buses supplied by the firm/agency should be insured from reputed/recognized Insurance Agency.
- 19. The Firm creating trouble, refusing to do the work or providing unsatisfactory services after getting the award will be blacklisted from National Bal Bhavan's future tender process. Tenders of such firm will not be accepted by the National Bal Bhavan in future.
- 20. **Arbitration:** If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts for the conditions do not yield any results with in a period of 30 days, either of the parties may make a request to other party for submission of the dispute for decision by an arbitral tribunal condition a sole arbitrator to be appointed by NBB the provision of arbitration and conciliation Act, 1996 (as amended) and the rules framed thereunder and in force shall be applicable to such proceedings.

Signature & seal/stamp of owner/authorized signatory:......

Full Name) in Capital Letters) of owner/authorized signatory:.....

Complete Address with Telephone Numbers of Firm:......

Date:

I/We also accept all the terms and conditions of the tender.

Place:

NATIONAL BAL BHAVAN KOTLA ROAD, NEW DELHI-110002

PRICE BID

Rates on Day to Day Basis(For Casual Duties) for a period of one year.

(Amount in Rs.)

Table-A.

Details of Bus	Required Kilometers &	Rates to be quoted
	Hours	(inclusive of all taxes in Rs.)
52 Seater Bus	8 Hours or 80 Kms. Per day	
Charges for extra Hours	Beyond 8 hours	
Charges for extra Kilometers	Beyond 80 Kms.	
Charges for Night Duty		

Table-B.

Details of Bus	Required Kilometers	Rates to be quoted (inclusive
		of all taxes in Rs.)
52 Seater Bus	4 Hours or 40 Kms. Per day	
Charges for extra Hours	Beyond 4 hours	
Charges for extra Kilometers	Beyond 40 Kms.	
Charges for Night Duty		

Table-C.

Details of Bus	Required Kilometers	Rates to be quoted (inclusive
		of all taxes in Rs.)
32 Seater Bus	8 Hours or 80 Kms. Per day	
Charges for extra Hours	Beyond 8 hours	
Charges for extra Kilometers	Beyond 80 Kms.	
Charges for Night Duty		

Table-D.

Details of Bus	Required Kilometers	Rates to be quoted (inclusive
		of all taxes in Rs.)
32 Seater Bus	4 Hours or 40 Kms. Per day	
Charges for extra Hours	Beyond 4 hours	
Charges for extra Kilometers	Beyond 40 Kms.	
Charges for Night Duty		

Signature & seal/stamp of owner/authorized signatory:
- 0
Full Name) in Capital Letters) of owner/authorized signatory:
Complete Address with e-mail and
Telephone Numbers of Firm :
Telephone Numbers of Firm
Date:
Place: