



**परिसर, सुरक्षा और अधिप्राप्ति विभाग
DEPARTMENT OF PREMISES, SECURITY
AND
PROCUREMENT**

**राष्ट्रीय कृषि एवं ग्रामीण विकास बैंक
NATIONAL BANK FOR AGRICULTURE
AND
RURAL DEVELOPMENT**

**झारखंड क्षेत्रीय कार्यालय, पानी टंकी के पास , बूटी- बरियातु रोड, राँची
Jharkhand Regional Office, Near Water Tank, Booty- Bariatu Road**

Ranchi- 834009

Tender for

**Empanelment of Car Rental Agencies and Hiring of Car for Jharkhand
Regional Office from 01 March 2023 to 31 March 2026**

Signature and Seal of Tenderer

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TENDER PROCESS SCHEDULE

Activity	Date and time
Date of Issue of Tender	13 January 2023
Last date for submission of the Bid	06 February 2023 up to 1400 hrs
Date of Pre- Bid Meeting	19 January 2023
Date and Time of Opening of Technical Bid	06 February 2023 at 1430 hrs
Date and Time of Opening of Financial Bid	To be communicated to the qualified bidders separately.

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PART I

(TECHNICAL BID)

Disclaimer

The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), Jharkhand Regional office, Ranchi is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation to bid by NABARD, Jharkhand Regional office, Ranchi to any party other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Jharkhand Regional office, Ranchi makes no representation or warranty, express or implied, and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this Tender Document. National Bank for Agriculture & Rural Development, Jharkhand Regional office, Ranchi may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this Tender document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging the Services of an Agency for providing hiring of car services as mentioned in the Scope of Work.

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The Tender Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process.

Section 01

निविदा आमंत्रण सूचना

NOTICE INVITING TENDER

संदर्भ सं. राबैं.झार.क्षे.का.डीपीएसपी/ 2660 / एएमसी – टैक्सी हायरिंग/ 2022-23
13 January 2023

मे.

प्रिय महोदय

निविदा आमंत्रण सूचना – झारखण्ड क्षेत्रीय कार्यालय, राँची के लिए कार/ टैक्सी किराए पर लेने हेतु

Notice Inviting Tender for Empanelment of Car Rental Agencies and Hiring of Car for Jharkhand Regional Office, Ranchi from 01 March 2023 to 31 March 2026.

National Bank for Agriculture and Rural Development (NABARD), Jharkhand Regional Office, Ranchi invites tender from reputed car rental agencies preferably of Ranchi through two bid system from eligible bidders for the captioned services as per the terms and conditions contained in the tender.

2. The tender will be available to the bidders /contractors for download from NABARD's website <https://www.nabard.org/>. There will be no charges for downloading the tender documents from the web site. You are requested to submit the tender for the above work. For this tender, the process of "Tender Process in a two bid system" is being adopted. Tender documents are available on NABARD's website. Bidders may submit tender in physical mode.

3. Before quoting the rates, the bidder should read the tender document carefully. Tenderers are advised to visit the office/sites, survey the prevailing conditions to get a better understanding of the nature and scope of work and obtain clarifications, if necessary, from NABARD before quoting the rates.

4. The Contract will start the work within 02 days from the date of award of work with **a provision of review on completion of each year**. The same may be renewed for two more years (one year at each time), if services are found satisfactory as per mutual agreed terms and conditions. The renewal shall be on sole discretion of NABARD.

5. **Tender has to be submitted on or before 06 February 2023 up to 1400 hrs. Tender received late or received through fax/email/post will not be accepted and will be rejected.**

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6. Tenders shall be submitted **not later than 14:00 hrs. on 06 February 2023**. Technical bids shall be **opened at 14:30 hrs on 06 February 2023** at the Office of Chief General Manager, NABARD, Jharkhand Regional Office, Near Water Tank, Booty-Bariatu Road, Ranchi - 834009. If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue. Representatives of the bidders may be present during the tender opening process. Price bids shall be opened after scrutiny of the Technical bids. Price bids shall be opened in respect of only those firms who are found to be eligible in the Technical bid.
7. Any clarification with regards to the tender or tender submission may also be contacted at 97692 59891 (Shri S Prusty, AGM) and 98043 43294 (Shri S Chatterjee, AM), 7702061577 (Shri Rohit Mishra, AM).
8. Instructions regarding Technical Bid, Financial Bid & scope of work and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.
9. It must be noted that the only Bidders who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must implement Integrity Pact (IP) in the prescribed format (Appendix IV).
10. Tenders received after stipulated date and time shall not be entertained.
11. The Technical Bids (Part -I) of the tender will be opened at **02:30 pm on 06 February 2023** at NABARD Jharkhand Regional Office in presence of the interested bidders who choose to be present or in any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note, not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorization letter from the respective bidder on their letter head for participating in the technical bid opening.
12. The Financial Bid (Part –II) of the tender shall be opened after detailed evaluation of the technical bid. The date of opening of Financial Bid will be intimated separately to the technically qualified bidders only. The Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected
13. Instructions regarding Technical Bid, Price Bid, submission process, scope of works and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.
14. Earnest Money Deposit (EMD) of Rs 24000.00(Rupees Twenty Four Thousand Only) is to be deposited through NEFT/RTGS as per details given below.

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Payee Name	:	NABARD
Current Account No	:	NABADMN38
Name of the Bank	:	NABARD
IFSC Code	:	NBRD00000002

15. After depositing the EMD amount, the tenderers are advised to enclose the copy of the transaction on report in the technical bid. **Tender without EMD shall be rejected. However, MSEs as defined in MSE Procurement Policy** issued by GoI or bidders who are registered with Central Procurement Organisations or empanelled with NABARD itself **are exempted from submitting the EMD**, a copy of the **registration certificate needs to be enclosed with the Technical Bid.**

16. A Pre-Bid meeting is scheduled to be held **on 19 January 2023 at 11:00 AM** in the Conference Hall on 7th Floor of Jharkhand Regional Office, Booty – Bariatu Road, Near Water Tank, Ranchi-834009. The clarifications being sought in the pre- bid meeting should be submitted in writing at least 2 working days prior to **the date of pre-bid meeting by email on dpsp.ranchi@nabard.org**. All the clarifications of the pre-bid meeting will be part of tender and will be updated and uploaded on NABARD website. Further, bidders/ representatives of bidders have to strictly follow COVID-19 related precautionary norms. In case of failure to do so, Bank, at its discretion, may prevent them from attending the meeting.

17. NABARD reserves the right to accept or reject any tender in whole or in part, and NABARD shall not be bound to accept the lowest (L1) tender or any tender.

18. Tenders which do not fulfil all or any of the conditions of NABARD or are incomplete in any respect and if the tenderer imposes his conditions in the tender in addition to the conditions specified by NABARD, the tender will be rejected.

19. Security Deposit: The Successful Tenderer will be required to deposit 5% of the accepted value of tender (total value of the contract for one year), as RMD/Security Deposit within 15 days of award of work and which is net of EMD shall be refunded after 60 days from the expiry of the satisfactory AMC period and will not bear any interest. The Security Deposit will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work/service.

20. The following is the Independent External Monitors (IEMs) appointed by the Central Vigilance Commission:

Dr. Sanjay Kumar Panda, IAS (Retd) 515, Ward No.3,
Sideshwar Sahi,
Cuttack City, Cuttack District, Odisha - 753 008

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21. The **selection criteria** for awarding of contract in case of **multiple L1** bidders will be:

(i) The work may be awarded by NABARD to the bidder having highest marks in the Quality and Cost Based Selection (QCBS) criteria among the L1 bidders. The criteria will include Legal Structure, work Experience, Average turnover of last 3 years, Number of works in public/ private institutions in last 5 years and quantum of work in last 5 years.

(ii) In case multiple L1 bidders get same marks in QCBS also, then a committee of officers from NABARD, Jharkhand RO, Ranchi, will visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work can then be awarded to the bidder with highest marks.

In case of multiple L1 bidders getting equal marks even after field visits, the final selection can be done based on the draw of lots, as may be decided jointly by the RO and select bidders, or by pulling the highest number from a box containing 30 numbers.

22. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.

23. NABARD does not bind itself to accept the lowest bid (L1). NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of NABARD in this regard shall be final.

24. The decision of the Bank shall be final and binding with regard to technical and price bids.

25. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.

26. Tenderers must ensure attachment of relevant documents, supporting the Pre-Qualification Criteria and Technical Document Sheets.

27. NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on NABARD's website.

28. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to Chief General Manager, NABARD, Jharkhand Regional Office, Near Water Tank, Booty-Bariatu Road,, Ranchi - 834009 who will review the queries and if information sought is not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Tender Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to

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the notice of NABARD before three working days prior to the last date of submission of the tender.

29. The successful bidder shall execute an 'Articles of Agreement' of work contract with NABARD in accordance with the standard / prescribed format (enclosed) within 15 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.

Yours faithfully

-sd-

(Anwita D Surin)

Deputy General Manager

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Section 02

General -Terms and Conditions

1. Important Definitions

- 1.1 “NABARD” means National Bank for Agriculture and Rural Development.
- 1.2 “The Bank” means NABARD, Jharkhand Regional Office, Ranchi.
- 1.3 “Recipient”, “Respondent” and “Bidder” means respondent to the Tender Document.
- 1.4 “RO” means Regional Office.
- 1.5 Selected Bidder and Bank shall be individually referred to as “Party” and collectively as “Parties”.
- 1.6 “Bid” means response to this Tender Document.
- 1.7 “Tenderer” or “Contractor” shall mean the individual, or Manager of the firm or company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
- 1.8 “Contract Price” shall mean the final accepted rates in the Bill of Quantities.
- 1.9 "Accepting Authority" shall mean the Chief General Manager of the National Bank for Agriculture and Rural Development of RO, Ranchi (the Employer), 'Approval' wherever used in the specifications or scope of work shall mean, approved by or approval of the 'Accepting Authority' in writing.
- 1.10 “Appellant Authority” shall mean the Chief General Manager of the Bank (the Employer), who shall also be the authority to consider any extension of time or compensation as detailed in clause hereunder.

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- 1.11 Notice in writing or written notice shall mean a notice in writing typed or written characters delivered to or sent by contractor, and shall be deemed to have been received when in ordinary course of post, it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
- 1.12 “Letter of Acceptance” shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.

2.1 Information Provided

The Tender Document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this Tender Document. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation.

2.2 For Respondent Only

The Tender document is intended solely for the information of the participating bidders who (“the Recipient” or “the Respondent”) are interested to participate in tendering process.

2.3 All Costs to be Borne by the Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient /Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent. Stamp duty that may be incurred towards entering into agreement with the successful Bidder for awarding the contract will be borne by the successful Bidder.

2.4 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

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2.5 Bidder's obligation to Inform Itself

The Recipients are advised to study the Tender Document carefully. Submission of the bids will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the Tender Document with full understanding of its implications. Bids not complying with all the given clauses in this Tender Document are liable to be rejected. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in all respects may result in the rejection of the bid. The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the Tender Document and the meaning and impact of that information.

2.6 Errors and Omissions

Each bidder shall notify the Bank of any error, omission, or discrepancy, if any, found in this Tender Document.

2.7 Acceptance of Terms

The bidders will, by responding to the Bank's Tender Document, be deemed to have accepted the terms as stated in this Tender Document.

2.8 Submission of the Bid

2.8.1 Who can submit the Bid?

The bid shall be submitted only by those agencies who meet the Pre- Qualification Criteria of the tender indicated in section 05.

2.8.2 Technical & Financial Bids

The bids (Technical & Financial) must be submitted in physical mode in NABARDs prescribed format.

2.8.3 Submission of the Bids

The Technical and Financial Bids shall be submitted as per the details given below:

2.8.4 The Technical Bid: The interested bidders may submit the Technical Bid as per Annexure I of the tender Document on the portal. The following documents shall be uploaded with the Technical Bid:

- Details of EMD deposited - Annexure II
- Pre-Contract Integrity Pact – Annexure IV (To be submitted along with Technical bid on the requisite stamp paper. NO hard copy of contract is required).
- Letter of Undertaking from the Contractor – Annexure VI
- Non-Disclosure Agreement – Annexure VII

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2.8.5 The Financial Bid

The Financial Bid shall indicate the Financial quotes for the Services as per the terms and condition and format prescribed in Part II. Features of the Financial Bid are indicated below:

- i. The financial quote should be in Indian rupees and it should include all expenses proposed and applicable.
- ii. Rates must be quoted for all the items of BOQ. Incomplete BOQ will not be considered.
- iii. Validity of offer will be for 90 days from the date of opening of Price- Bid.

2.9 Earnest Money Deposit and Initial Security Deposit

2.9.1 The Bidders shall deposit an amount of Rs 24000/- towards Earnest Money Deposit by way of NEFT to the Account of NABARD as per the details given below:

Name of the A/c Holder	National Bank for Agriculture and Rural Development
A/C No	NABADMN38
IFSC	NBRD00000002
Bank	NABARD Head Office, Mumbai
Type of A/c	Current

(To be paid before submission of the Bid and transaction report to be enclosed in the technical bid)

The option of submitting EMD as Bankers Cheque/Demand Draft is not available.

2.9.2 The EMD is to be paid before submission of the bid.

2.9.3 However, MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations are exempted from depositing of EMD subject to the providing of copy of such Registration Certificate.

The EMD receipt or certificate of registration (as MSE) with Central Procurement Organizations should form part of the Technical Bid Document submitted by the Vendor/Bidder. Failure to comply with this condition shall result in summary rejection of the Quotation/Bid.

2.9.4 The EMD shall be forfeited if:

- i.) A Vendor/Bidder withdraws his offer during the period of validity of the bid.
- ii.) The successful Vendor/Bidder fails to provide the service after the work is awarded, NABARD's decision in the above cases will be final.

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2.9.5 No interest shall be paid on the EMD deposited by the tenderer . EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to the successful bidder.

2.9.6 The EMD of the successful Bidder shall be retained as Initial Security Deposit payable at the end of the Contract Period.

2.9.7 An Security Deposit (ISD) amounting to 5% of the value of Contract shall be deposited by the successful Vendor within fifteen days of the Work Order. SD payable will be net of EMD deposited earlier. SD shall be deposited by way of RTGS/NEFT to the Account of the Bank, as per the details given above at para 2.9.1. Bank guarantee can be submitted in lieu of SD.

2.10 Indemnity

- i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to labour act, minimum wages act, engaging the manpower laws etc.
- ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making a decision in respect of such loss or damage.

2.11 Negligence by the Bidder

If the selected bidder neglects to execute the work with due diligence or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such time as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf.

2.12 Obligations of the Bidder

The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

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2.13 Termination of the Contract

The Bank reserves its right to cancel the entire contract in whole or part at any time without assigning appropriate reasons in the event of one or more of the following conditions:

- i. Serious discrepancies noted in the conduct of the work.
- ii. Breaches in the terms and conditions of the contract.
- iii. If the bidder fails to perform any other obligation(s) under this Tender/and subsequent agreement.

2.14 Effect of Termination

The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

2.15 Inspection of Records

All bidder's records with respect to any matter covered by this Tender Document shall be made available to the Bank or its authorized officials at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

2.16 Compliance with Laws

Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes for providing the hired car under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold

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harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

2.17 Resolution of Disputes

In case of failure to resolve the disputes and differences amicably, the matter may be referred to a single arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out the specific disputes therein. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party, and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the Arbitration. The venue of the arbitration shall be Ranchi under the exclusive jurisdiction of the courts at Ranchi. The language of arbitration shall be English. The award shall be final and binding on both the parties. Work under the contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by NABARD or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by NABARD, to the bidder shall be withheld on account of the on-going arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters, thereof. The cost of arbitration (except the cost and fee of advocates) shall be borne by each party in equal proportion. The cost of the advocates shall be borne by respective party appointing the advocates.

2.18 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution and "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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2.19 Violation of Terms

It is clarified that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Tender Document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

2.20 Non-disclosure of Information

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them.

2.21 No Commitment to Accept any Bid

Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender/bid. Bank reserves the right to make any changes in the terms and conditions of Tender Document that will be informed to all bidders. Bank will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.

2.22 Signing of the Bid

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

2.23 Exit Option

The Bank reserves the right to cancel the contract in the event of the failure of the bidder to agree on the terms of the contract within 30 days from the date of communication of award by the Bank and sharing of terms of contract by the Bank and subject to a cure period of 30 days. If the bidder does not meet these criteria, then the Bank may at its discretion declare the next best bidder as the successful bidder. The contractor will have an option to exit from the contract if felt so, by serving a notice period of 90 days.

2.24 Force Majeure

In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of

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governmental authority, systemic breakdown, failure of electricity supply, accident and labour trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives 10 days' notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented. In case,

Force Majeure continues more than 30 days, both the parties should discuss to find out mutually agreeable solution to the problem. In case, it is decided to terminate the contract, the Bank shall be required to pay the bidder only such amounts as due to it on account of completed items. The bidder shall not be liable for any loss, damage or claims under this Agreement for termination due to Force Majeure clause.

2.25 Disqualification

Any form of canvassing/lobbying/influence/query regarding short-listing, status, etc. will be a disqualification.

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Section 03
Scope of work

1. Jharkhand RO, Ranchi may require different types of vehicles along with a Driver at different occasions as per the specifications given below: -

i. Type of Vehicles required

<u>Sl.no</u>	<u>Type of Vechicle</u>	<u>Projected requirement in terms of percentage</u>
1	Innova Crysta.	70%
2	Fortuner.	7%
3	Swift Dzire/ Indigo/Etios/ Breeza	20%
4	Honda City/Skoda/Ciaz/Vento/Verna	
5	Any other Vehicle on demand	3%

ii. Vehicle to be Deployed for

- a. Outside the state of Jharkhand
- b. Airport and Railway Station Pick up and Drop.
- c. Within the State of Jharkhand.

NOTE: -

- a. All above mentioned vehicles may be required at different times for different places. The details of combination of requirements is tabulated in the Financial bid at page no 56.
- b. Bidder are advised to take consideration of projected requirement as mentioned above for different types of vehicle before quoting the price.

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Section – 04

Special Terms and conditions

1. The bidder provide cars as per the rates given in the financial bid. These rates will be valid for the period from 01 March 2023 to 31 March 2026. The tender will be valid up to 31 March 2026, may be further renewed after expiry of its term, for further period of two years on same terms and conditions or as decided by the Bank. The quoted rates remain same for three years. At the time of renewal, the rates will be enhanced by mutually agreed rates if services are found satisfactory.
2. It may be noted that Bank's Office and all its Residential Colonies are located within 20 kms (one way) from the Airport, Therefore, Airport Pick-up and Drop rates may be quoted accordingly.
3. The maximum distance that can be claimed in respect of garage and point of pick up and back to garage would be restricted to 05 km. This would not be applicable in the case of airport drop/pick up and railway station drop/pick up.
4. The car should be kept clean and maintained in running and trouble free condition. It must be washed and be provided with proper seat covers and foot mat. The following extra amenities must be provided in the car:
 - (i) Mobile charger.
 - (ii) Two newspapers (one English/Hindi and one financial News Paper of the date.
 - (iii) Two 01 litre Water bottles of reputed brand such as Bisleri, Kinley, Aquafina, Himalaya etc.
 - (iv) Tissue Papers and surgical mask (in pouch).
 - (v) Details of the driver on duty like Mobile no, Licence no need be available.
 - (vi) Hand Sanitizer.
 - (vii) Final vaccination certificate of Driver on duty.
 - (viii) Important contact Nos like contact no of their company office, no of owner of company, no of co-ordinate of company who looks after business of company with bank and emergency contact no.
5. The driver in clean and proper uniform 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 payment of bill will be subject to the submission of this record,

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authenticated by the person using the vehicle. Besides they should be neatly turned out and be polite, courteous and service oriented at all times.

6. The agencies should be registered under **Shop & Establishment Act** and have necessary certificate to run Tours and Travel services.
7. The agencies should be registered with the Goods and Services Tax (GST) Department. The agencies are required to take registration and obtain 15 digit GST Code Number and issue invoices/ challans/ bills. These documents should be serially numbered, and it should contain the name and address of service provider, service receiver, description of service, value of service and taxes payable.
8. Details of work experience as per the requirement in the prequalification criteria supported by work orders, documents and certificates including previous experience, if any of carrying out work for National Bank for Agriculture and Rural Development (NABARD).
9. Booking of cars will be done by authorised officials through verbal/ e-mail/ SMS/telephonic message. A confirmatory message to be sent immediately. This SMS shall be sent at least 12 hrs in advance of the reporting time of the car. Car not reporting or reporting late for duty could attract a penal deduction of minimum Rs.500/- (Rupees five hundred only) for booking or as desired by NABARD, from the bills amount yet to be paid.
10. The duty-slip will be signed out by the officials using cars and closing kilometres & time must be indicated and the bills will not be settled unless the signed duty slips are attached with it. The officials using the car may be requested to indicate their names under their signatures.
11. The places visited may be invariably mentioned on the reverse of the duty slip.
12. All the incidental charges like parking charges, toll charges, etc., will be borne by service provider during visit and shall be included in the relevant bills to NABARD.
13. In case of outstation tours, drivers should carry sufficient cash/ fuel card etc., and no account the officials using the cars be made to pay for any amount towards fuel charges/toll charges, etc.
14. The drivers will carry proper placards indicating clearly the name of the officials, flight number/ train number etc., when they proceed to the airport/ railway station for receiving the officials. The details of the car registration No., drivers name and mobile no. will be communicated via SMS to the booking/ dealing officer as well as the passenger. If the driver details are not sent to the required persons in time by SMS then Bank could deduct Rs.50/- as inconvenience charges per trip.
15. Parking charges will not be payable if the vehicle is reporting at Bank's Office and Bank's residential quarters.

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16. In event of failing to provide a car or substitute car in place of a defective/ breakdown car or for dereliction of duty on the part of the driver will have to compensate the Bank for an amount equal to the hiring charges incurred by the Bank for hiring similar category of car from some other agency.
17. The agency shall ensure that the cars provided should not be more than 05 years old.
18. The drivers should display their Driving Licence prominently on the dash board of the car as is now mandated for all taxis. Drivers should always have their mobile phones in on mode.
19. The agencies shall ensure that the cars have valid papers including RC Book, PUC, Insurance etc. and the drivers are in possession of valid driving licence.
Drivers will always be available with the cars and would not proceed for lunch etc, without obtaining permission of the concerned officials.
20. The bills will be raised on Monthly basis and would be settled normally within a period of 15 working days. All payments will be made through e-payments after statutory deductions.
21. The vehicles should reach 15 min before the journey time at the correct place.
22. The Agency shall comply with all the regulations of the RTO and other safety and security regulations that are in vogue and you will be responsible for any deviation on account of non-adherence to the rules/ regulations in place.
23. The Agency or its agents/ employees/ drivers committing any breach of terms and conditions mentioned herein and/ or rendering unsatisfactory services, in the opinion of the Bank, shall render itself liable for summary termination of the agreement forthwith without any notice or any compensation in lieu thereof. Any loss to the Bank shall be made good from interest free Security Deposit with the Bank.
24. In case the contractor is not able to provide the category of car for which booking has been made by the Bank, he has to provide higher category vehicle. However, payment will be made for the category of vehicle booked by the Bank.
25. Bank shall have right to terminate the contract with one-month notice. The agency has to give three months written notice for termination of contract. During the notice period for termination of contract the tenderer shall keep on discharging his contractual obligations till expiry of notice period.
26. The drivers shall have reasonable experience with good driving record and should be able to attend the minor repairs of vehicle en-route in case of emergency/ need. The driver should provide his mobile number to the guest immediately after arrival.

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27. The drivers/ employees engaged by the service provider/ agency shall abide by the instructions of security officer/ officer deputed by the bank.
28. Feedback form shall be made available in the vehicles by the agency and need to submit the said form with bills.
29. Security deposit (5% of approved tender value) should remain valid for a period of sixty days beyond the completion of all contractual obligations of the supplier, including warranty obligations. However, the security deposit is liable to be forfeited in case the vendor/contractor commits breach of any of the terms and condition of the contract or fails to complete the work or services.

ACCEPTED

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Section 05
Pre-Qualification criteria

S.No	Criteria	Requirement for qualification	Supporting Documents to be uploaded
1	Working Experience in Providing taxi to Govt. Semi-Govt./ Govt. Undertakings / Autonomous bodies/ Corporate Sector/ Banks/Insurance Companies.	Minimum experience of Five (05) years as on 31 July 2022	Copies of work Orders.
2	Annual turnover during each of the three years ending 31 March 2022 2019-2020 2020-2021 2021-2022	Not less than Rs 12 lakhs	Audited Account Statements (Balance Sheets / P& L A/c)
3	Value of Works attended to as described.	Three works of the nature similar to Sr No 1 above of value not less than Rs 4.8 lakhs Or Two works of the nature similar to Sr No 1 above of value not less than Rs 7.2 lakhs Or One work of the nature similar to Sr No 1 above of value not less than Rs 9.6 lakhs	Copies of work Orders and proof of amount paid by the organisation to agency (copy income tax statement/ letter from the organisation mentioning the paid amount for services annually etc.) Satisfactory Performance certificate
4	Nature of Clients	At least one of the on-going contract with a Government Department/	Copy of the work Order

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		Organisation/PSU/ Banks/Insurance Companies.	
5	Own Office	Should have their own office within the areas of Ranchi, Jamshedpur or Bokaro.	Copy of Telephone Bill / Rent Agreement, etc
6	Should be registered under 'Shops and Establishment act' and necessary certificate to run tour and travels		Valid documents to be enclosed.
7	Integrity Pact		To be submitted along with technical bid
8	Should have minimum of 08 owned cars (Innova Crysta/ Swift Dzire/ Toyota Etios/ Ford Icon etc.) of commercial registration.	A minimum of 08 cars should preferably be Innova Crysta/ Honda City/ Skoda/ Toyota Camri, etc	Copies of RC of Vehicle registered on the name of tendering firm/agency.
9	Type of organisation (Private Limited/Public Limited, Partnership, Proprietorship)		Partnership deed etc,
10	Civil suit or litigation, if any		Yes/No

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Section 06

Evaluation and Selection of the Bids

7.1 Opening of the Bids

Bids will be opened in the presence of bidders who choose to attend the bid on the opening date through offline/physical mode. No separate intimation will be given in this regard to the bidders for deputing their representatives except electronic message.

7.2 Criteria for Evaluation of Bids

- i. The Technical Bids shall be evaluated on the basis of their response and by applying Evaluation Criteria specified in this Section. If any requisite document is required, the same should be given to NABARD on short notice.
- ii. In the first stage of Technical Evaluation, a proposal would be rejected, if it is found deficient as per the requirements indicated in **Section 05** of this document.
- iii. The Technical Bids shall be evaluated first and the Financial Bids of qualified agencies will be opened later on.
- iv. All the technically qualified bidders will be empanelled with the Bank for providing the hiring of car service for the period from 01 March 2023 to 31 March 2026. However, tender will be awarded to the L1 bidder.
- v. The Bank will evaluate the bids on Quality and Cost Based Selection (QCBS) criteria for scrutiny to decide successful bidder, if there are multiple L1 bidder as under in that case the decision of the Bank shall be final and the bidder shall have no right to challenge the decision of the Bank.

7.3 Evaluation criteria for QCBS

- i. The evaluation of Technical Bid will be completed on a maximum of 100 marks as indicated below:

Sr.No.	Criteria	Max. Marks
I	Past Work Experience of the Agency	20
a	=Or>5<7 years	10
b	=Or>7<10 years	15

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c	=Or>10	20
II	Turnover (Rs lakh)	20
a	=Or>6<10	10
b	=Or>10<15	15
c	=Or>15	20
III	Assignments executed/ongoing in Government Departments / Organisations / PSUs /Banks/Insurance companies	15
a	=Or>3<5 years	5
b	=Or>5<8 years	10
c	=Or>8<10 years	15
IV	Number of vehicles owned by the agency	10
a	=Or>12<20	5
b	=Or>20	10
V	Type of Vehicle owned(Innova Crysta/ Fourtuner i.e resigtered in firm/agency name)	15
a	=Or>3<5	5
b	=Or>5<7	10
c	=Or>7<9	15
VI	Type of Legal Structure of firm	20
a	Proprietorship	10
b	Partnership	15
c	Private Limited/Public Limited	20

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- ii. The Bank may add any other relevant criteria for evaluating the proposals received in response to this Tender at its sole discretion, to seek more information from the Respondents in order to finalise the Bids.

7.5 Execution of Agreement

The selected Bidder will be required to execute an Agreement in two part as per the draft agreement enclosed in this tender document. The selected Bidder will be required to execute the agreement within 15 days from the date of issues of work order.

7.6 Professionalism

The selected Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

7.7 Adherence to Standards

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder. The Bank reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar projects.

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Annexure I
BASIC INFORMATION OF THE CONTRACTOR

Sl. No.	Information Required	Information submitted by the Applicant
1.	Name of the Organisation	
2.	Type of Organisation, whether Proprietorship, Partnership, Company, Society, etc.	
3.	Name of the Proprietor/ Partners/Directors	
4.	Authorised Person of the tenderer to make commitment to the Bank. (Name, Contact details including telephone/fax/e- mail) Communication with regard to the tender would be done on Telephone/FAX/e-mail given in this column.	
5.	Registration (firm, company etc.) Registration Authority: Registration Date : Registration Number :	
6.	Experience (in years)	
7.	Name and Address of the Bankers and Bank Account Details (A cancelled cheque should be attached along with this)	Banker's Name : Branch : Address : Contact No : Type of Account : Account No. : IFSC No :
8.	Annual Turnover	Balance Sheet or CA certificate may be Attached
	2019-20	Rs.
	-21	Rs.
	2021-22	Rs.

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9.	Registered office address and telephone number	
10.	Office address through which the work will be handled	
11.	Address of Garage	
12.	Whether working with any of the Government/semi-government undertaking(s) as approved supplier and if so furnish details.	
13.	PAN no.	
14.	GSTIN	
15.	Whether the organization is registered under Shops & Establishment Act and has necessary certificate to run Tours & Travels? Please enclose the registration certificate	
16.	List of cars owned in the name of the applicant with Registration Number/s, Permit Number/s, Date of purchase, Insurance Policy. Copies of the documents should be attached. The information should be provided in Annexure V category-wise (categories as indicated in Price Bid) and in descending order of date of purchase, with documentary evidence.	

Copies of documents to be submitted

- Trade License
- Registration under Shops and Establishment Act.
- Work-orders/Experience certificates from clients (Government /Semi- government /public sector undertakings, Banks etc.) also indicating the period of car hire service provided by the contractor.
- PAN Card.
- GSTIN
- Cancelled Cheque

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- Audited Balance Sheet & P & L A/C statement for financial year mentioned above in table.
 - List of owned cars (category wise) with details viz. Model, Registration Number, Date of Purchase etc. along with copies of RC books and current comprehensive insurance policy.
 - Certificate of satisfactory services from current clients of the firm for which the car hiring is being provided by the firm.
 - Details of work in hand including cost of work and period.
- Note: The Bank reserves the right to call for proof/verify the furnished information.

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Annexure II
Details of EMD Deposited

Name of the Firm / Agency	
Name of the Bank	
Amount (Rs)	
UTR No	
Date	

MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations are exempted from clause of EMD subject to the providing of copy of such Registration Certificate.

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Annexure III
Draft Articles of Agreement
 (On Non- Judicial stamp paper of Rs 200/-)

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at Ranchi on this _____ day of Month of 2023

BETWEEN

National Bank for Agriculture and Rural Development a body corporate established under an Act of Parliament i.e. the National Bank for Agriculture and Rural Development Act, 1981 having its Jharkhand Regional office at Ranchi, hereinafter referred to as **NABARD** (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **ONE PART**.

And

M/s _____ a firm/ society/ company registered/incorporated under the Companies Act, 1956 Act having its registered office at _____ hereinafter referred to as the 'Contractor' (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **OTHER PART**.

(NABARD and the Contractor are collectively hereinafter referred to as "**the Parties**")

WHEREAS

- (1) NABARD Jharkhand Regional Office, Ranchi, being desirous of outsourcing the Services of Hired car (hereinafter referred to as "**the said services**") for Jharkhand RO for the period from 01.03.2023 to 31.03.2026.
- (2) The Contractor had, vide its letter dated _____ submitted its Tender for undertaking the said works at NABARD, Ranchi.
- (3) NABARD, vide this letter of Intent No _____ Dated _____, selected the Contractor for carrying out the said works at the said Premises.
- (4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

NOW THIS TENDER WITNESSES AS FOLLOWS:

1. The Contract shall commence from 01.03.2023 and shall continue until 31.03.2026 unless it is curtailed or terminated by NABARD owing to deficiency of services, the rate will remain fixed throughout the entire period of contract i.e. till 31.03.2026. The performance

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of the contractor will be reviewed at the end of each year and the service will be continued subject to satisfactory performance.

2. The contract may be extended for further periods after the expiry of the initial period i.e. 31.03.2026 as indicated in the tender document. The contractor shall, in that event, make a request to extended contract and upon such request, the Contractor shall be permitted to continue with the said works at the said Premises subject to satisfactory performance/services. On the same terms and conditions or with some addition/ deletion/ modification, for further specific period/ as mutually agreed upon by the parties.
3. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc. as may be necessary or required for carrying out the said service at Jharkhand RO in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement.
4. Booking of cars will be done by authorised officials through verbal/ e-mail/ SMS/telephonic message. A confirmatory message to be sent immediately. This SMS shall be sent at least 12 hrs in advance of the reporting time of the car. Car not reporting or reporting late for duty could attract a penal deduction of minimum Rs.500/- (Rupees five hundred only) for booking or as desired by NABARD, from the bills amount yet to be paid.
5. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions / duties, or for payment towards any compensation.
6. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative / organizational matters as all are of confidential / secret nature.
7. The Driver of the supplied taxi by the Contractor should be polite, cordial, positive and efficient.
8. The Contractor shall immediately provide a substitute in the event of any vehicle breakdown on non-arrival of assigned taxi. In case of delay in attending the work or providing the substitute in time shall attract a fine of Rs 500/- per event.
9. The Contractor, upon receiving a notice from NABARD, will not sent the same driver.
10. The Contractor, as taxable service provider, must be registered with competent/requisite authorities and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices/ Bills/ Challans should be serially numbered and it should contain the Name and Address of Service Provider & Service Receiver, Description of services etc.

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11. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
12. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
13. The Contractor will have to deposit a security amount of which is 5% of approved tender value in the account details given for EMD amount deposit at page no. 08 of the tender. In case the Agreement is further extended beyond the initial period, the security deposit would be retained.
14. In case of breach of any terms and conditions of this Agreement, the Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
15. In case, the Contractor fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/ obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
16. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
17. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement, then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.
18. The Contractor shall not transfer, assigns, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
19. If the services of the contractor are not found satisfactory, the contractor will be given one-month notice to improve his services. If the Contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the Contractor fails to improve upon, the EMD Deposit will be forfeited. Notwithstanding anything contained in this Agreement. The Contractor shall continue to provide services of the persons deployed

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in NABARD on the terms and conditions of this Agreement till date of termination this Agreement.

20. Resolution of Disputes

- 20.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 20.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representatives.
- 20.3 In case of failure to resolve the dispute and differences amicably within 30 days of the receipt of notice by the other party. Then the same shall be resolved as follows:
- “Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties as per arbitration and conciliation act 1996.
- 20.4 The Venue of the arbitration shall be at Ranchi.
- 20.5 The language of arbitration shall be English.
- 20.6 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.
- 20.7 Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.
- 20.8 This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous

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communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

- 20.9 This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.
- 20.10 The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies. In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered

For & on behalf of NABARD

In the presence of

1.....

2.....

Signed, sealed and delivered
by Shri _____

By Shri

the duly authorized signatory for &
on behalf of the Contractor

In the presence of

1.....

2.....

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Annexure IV

PRE CONTRACT INTEGRITY PACT

(To be submitted on **Rs. 200/-** Non Judicial Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder) (Tenders without Pre-Contract Integrity Pact on Rs.200/- stamp paper shall be rejected out rightly)

Between

National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Tender for Empanelment of Car Rental Agencies and Hiring of Car for Jharkhand Regional Office, Ranchi from 01 March 2023 to 31 March 2026.**

The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

Signature and Seal of Tenderer

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- (e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contract

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last Five years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for NABARD is: The Name of the Independent External Monitor (IEM) mentioned in section 8 is Shri) Shri Sanjay Kumar Panda, IAS (Retd.) 515, Ward No.3, Sideshwar Sahi, Cuttack City, Cuttack District, Odisha-753008.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders /Contractors as confidential. He/she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'.

In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the NABARD Jharkhand Regional Office at Ranchi.

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder/Contractor)
(Office Seal)

Place Date

Witness 1: (Name & Address)

Witness 2: (Name & Address)

Place:
Name:
Date:

(SIGNATURE OF THE TENDERER)

Seal:

Annexure V
Letter of Authorization to Bid

(LETTER TO THE BANK ON THE COMPANY'S / FIRM'S LETTER HEAD)

Ref No:

Date: __ / __ / ____

To

The Chief General Manager
Jharkhand Regional office, Ranchi- 834009.

Dear Sir,

Subject: Authorization Letter for attending opening of bid documents

Ref: Tender no/name.....

This has reference to your above RFP for providing the hired taxi Ref. No. NB.JH. DPSP/ /2022-23. Mr./Mrs./Miss----- is hereby authorized to participate in tender opening (Technical and financial bids) and to sign the contract on behalf of our organization required by the bank as called for vide the bank's request for proposal vide tender no **dated**.....

We confirm that all the prices quoted in tender by him/her shall be binding on us. He/ She is also authorized to take decisions on behalf of the company until RFP process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this RFP.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority

(Certified Xerox copy of P/A of authorized Signatory/authority is to be submitted)

Note:

This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

Annexure VI
Letter of Undertaking from the Contractor

The Chief General Manager,
Department of Premises, Security and Procurement
National Bank of Agriculture and Rural Development
Near Water Tank, Booty Bariatu Road- Ranchi- 834009

Dear Sir,

Tender for Empanelment of Car Rental Agencies and Hiring of Car for
Jharkhand Regional Office from **01 March 2023 to 31 March 2026**

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.
2. I / We have visited the office, examined the scope of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We have offered to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me /us in the attached Financial Bid / Bill of Quantities in all respects as per the specifications and scope of works described in the Tender Document and the Annexures containing Terms and Conditions.
4. I / We agree to deposit interest-free EMD along with tender's technical bid by NEFT in favour of NABARD.
5. I / We agree to deposit all taxes, levies, Cases etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. I / We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same. Rates are inclusive of all taxes and valid for the currency of the contract. Even if the contracts are extended, the rates will not be charged by us.
6. I / We further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.

7. The rates quoted by me/us shall not be subject to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period.
8. I / We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.
9. Should this tender be accepted, I / We hereby agree to abide by and fulfil all the Terms and conditions and Provisions of Contract Document.
10. We also enclose all information in the prescribed format.
11. The details in the personnel of the Agency is also enclosed.

Name of the person authorized to sign and submit the tender:

(I) _____

(II) _____

(Documentary proof in respect of Letter of Authority / Power of Attorney to be enclosed along with the Tender.)

Yours Faithfully.

Signature:

Name & Seal:

Place:

Date:

Annexure VII

Non-Disclosure Agreement Form

This Non-Disclosure Agreement made and entered into at this.....day of 2023.

BY AND BETWEEN

..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (hereinafter referred to as the Agency, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

National Bank for Agriculture and Rural Development, a body corporate established under an act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 having its registered Jharkhand Regional office at Ranchi-834009, (hereinafter referred to as "NABARD" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

1. The Agency and NABARD are hereinafter collectively referred to as "the Parties" and individually as "the Party"
2. Receiving Party means who receives the confidential information.
3. Disclosing Party means who discloses the confidential information.

WHEREAS:

1. NABARD is engaged in banking business and floated a Request for Proposal to appoint Agency for providing hired Taxi at the scope of which is specified in RFP Ref No. NB.JH.DPSP/ /22-23 dated _____ and whereas _____ (Name of Agency) has through an RFP process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Implementation partner some Confidential Information (as hereinafter defined), to enable the Implementation partner to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The Agency is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.

3. The Implementation partner is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the above premises and NABARD granting the Implementation Partner and or his agents, representatives to have specific access to NABARD property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

- i. "Confidential Information" means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the agency during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the agency to carry out the assignment and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential".
- ii. "Confidential Information" also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.
- iii. Information such as (i) intellectual property information (ii) technical or business information or material not covered in (i) (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc. and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

- iv. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- v. The Agency may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the purpose stated above.
- vi. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.
- vii. Confidential Information does not include information which:
 - a) is or subsequently becomes legally and publicly available without breach of this Agreement
 - b) was rightfully in the possession of the agency without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient
 - c) was rightfully obtained by the agency from a source other than NABARD without any obligation of confidentiality
 - d) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality
 - e) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be

returned to NABARD or destroyed at its directions. The destruction of information if any shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event agency is legally compelled to disclose any Confidential Information, agency shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. The agency shall not disclose to third party any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the agency will apply to

its own similar confidential information but in no event less than reasonable care. Notwithstanding anything to the contrary contained herein, the Agreement shall be valid for a period of three years and the obligations of this clause shall survive the expiration, cancellation or termination of this Agreement for a period of three years

2. Non-disclosure:

The Agency shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Agency who have a need to have access to and knowledge of the Confidential Information solely for the purpose authorized above. The Agency shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Agency agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'NABARD' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity, or
- b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right, or
- c) Business processes and procedures, or
- d) Current and future business plans, or
- e) Personnel information, or
- f) Financial information
- g) Capital adequacy computation workings.

3. Publications:

The Agency shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

4. Term:

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Agency hereby agrees and undertakes to NABARD that immediately

on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed by NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Agency further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable for a period of three years from expiry. The Implementation partner agrees and undertake to treat Confidential Information as confidential for a period of three years from the expiry, cancellation or termination of the date of the Contract/Agreement.

5. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by NABARD to the Agency, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies:

7.1. The Agency acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Agency will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, NABARD shall be entitled, in addition to other remedies for damages & relief (as listed below but not exhaustive) as may be available to it, to an injunction or equitable or similar relief prohibiting the Agency, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees):

- a) Suspension of access privileges
- b) Change of personnel assigned to the job

- c) Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.
- d) Termination of contract

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques

contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Agency to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as confidential information by the Agency and shall disclose such details to any third parties without having the express written permission of the Bank.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees

fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law:

The provisions of this Agreement shall be governed by the laws of India and the competent court at Ranchi.

12. General:

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of National Bank for Agriculture & Rural Development (NABARD)

Name :
Designation :
Place :
Signature

For and on behalf of _____ Ltd.

Name :
Designation:
Place:
Signature

IN THE PRESENCE OF

Signature Name: Date:	Signature Name: Date:
-----------------------------	-----------------------------

Annexure VIII
Form of Self-Affidavit / Declaration

[TO BE SUBMITTED IN FIRM'S / COMPANY'S LETTER HEAD ONLY]

We, M/s _____, are one of the BIDDERS for Services of hiring taxi at NABARD Jharkhand Regional Office at Ranchi.

We, hereby declare that our Firm/Company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

We further declare that in case the Bank finds our averments are not true and incorrect, the Bank can initiate necessary action against us, as deemed fit.

AUTHORISED SIGNATORY
(Name, Designation and Seal)

Annexure IX

Proforma for Electronic Payment

Details of Bank account to be furnished by the contractors/service providers for effecting payment with phone Nos.:-

1	Name of the account holder (As appearing in the Bank account)	
2	Name of the Bank	
3	Name of the Branch	
4	Account Number	
5	RTGS/NEFT/IFS Code	
6	Type of account (Savings, Current, etc.)	
7	PAN Number	
8	GSTN Number	
9	Contact Number (Phone/Mobile) Email ID :	
10	Address for correspondence	

Signature:

Seal &

Stamp:

Please attach

1. One original cancelled cheque leaf of the above Bank account and
2. Copy of PAN Card
3. Allotment letter/registration letter under GSTN
4. Copy of address proof



PART II

FINANCIAL BID

PRICE BID

National Bank for Agriculture and Rural Development

Tender for Empanelment of Car Rental Agencies and Hiring of Car for Jharkhand Regional Office from 01 March 2023 to 31 March 2026

Car Renting Rates													Rate (in Rupees)	
Sr. No.	Type of Vehicle	From	Ranchi Airport pickup and drop	4 Hrs - 40 KM	8 Hrs - 80 KM	12 Hrs- 120 KM	Extra Km	Extra Hours	Rate per Km for outstation duty	Night detention Charges	Outstation allowance for driver's	Any other charges	Minimum Kms chargeable for outstation duty (To & Fro)	GST(RCM)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Dzire/Indigo/ Etios/Xcent/ Honda Amaze	Office												RCM
		Khelgaon												
2	HondaCity /Hyundai Verna/Skoda rapid/VW Vento /Renault Scala /Sunny Nissan	Office												
		Khelgaon												
3	Innova/ Innova Crysta	Office												
		Khelgaon												
4	Toyota Fortuner	Office												
		Khelgaon												

*** L1 will be considered based on lowest total quote of all above categories.**

Terms & Conditions:

- i. Out Station Charges is subject to minimum run of 150 Kms per day. After 150 Km, payment will be made on per Km basis**
- ii. Miscellaneous charges such as Toll Tax, Parking will be paid extra**
- iii. Night Charges will be applicable between 11PM to 5 AM only.**
- iv. Distance and time will be calculated from the location where the vehicle is demanded.**

Accepted Terms and conditions of the complete tender document.

Signature:

Seal:

