

PART I (TECHNICAL BID)



Name of work	Notice Inviting Tender for Empanelment of Car Rental Agencies and Hiring of Car for NABARD J&K Regional Office, Jammu from 01 st Aug 2024 to 31 st July 2027
Date of Issue of Tender	15 July 2024
Time & Date of Pre-Bid Meeting	1100 hrs. on 18 July 2024
Time & Last Date of submission of Bids	1400 hrs. on 26 July 2024
Time & Date of Opening of bid	1600 hrs. on 26 July 2024
Time and Date of Opening of Financial Bid	To be communicated to the qualified bidders separately
Submission and opening of bid	On nabard.org.

Note: Any bid with incomplete information will be rejected
This tender consists of 45 pages.

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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), J&K Regional Office, Jammu 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 J&K RO, Jammu 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, J&K RO Jammu 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, J&K RO Jammu 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.

The Tender Document is not a recommendation, offer or invitation to enter in 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.

NOTICE INVITING TENDER

Ref.No.NB J&K/DPSP–PSS/ /HiringofTaxi/2024-25
Dtd:15.07.2024

Dear Sir,

**Notice Inviting Tender for Empanelment of Car Rental Agencies and Hiring
of Car for NABARD J&K Regional Office, Jammu from 01st Aug
2024 to 31st July 2027**

1. National Bank for Agriculture and Rural Development (NABARD) was established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra - Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.
2. National Bank for Agriculture and Rural Development (NABARD), J&K RO, Jammu invites tender from reputed car rental agencies which are locally based at Jammu with its permanent office in Jammu through two bid system from eligible bidders for the captioned services as per the terms and conditions contained in the tender. The estimated amount of service is ₹ 25,00,000/-per annum.
3. Tenders are invited in two bid formats on nabard.org–Part-I (Technical Bid) and Part-II (Financial Bid) for Empanelment of Car Rental Agencies and Hiring of Car at NABARD J&K Regional Office, Jammu and should be addressed to CGM – DPSP, NABARD J&K Regional Office, Jammu. The financial bid shall not have any correction/ omissions in figure/ words, otherwise the same will be treated as invalid offer/tender.
4. There is no need of submitting any EMD (Earnest Deposit) amount for MSE registered vendor/consultant/agency. As this is critical activity, the Startups (without meeting Pre-Qualification criteria) are not permitted to participate in the tender process.
5. The tenders received after the above said scheduled date and time will not be considered.
6. 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. The

date for opening of price bids of technically qualified bidders will be intimated automatically through Nabard.org.

7. 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, J&K RO before quoting the rates.

8. The Contract will start from the date of issue of work order with a provision of review of rates on completion of each year. The contract 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, J&K RO.

9. Instructions regarding Technical Bid, Price Bid, submission process and description & 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.

10. A Pre-Bid meeting is scheduled to be held on **18 July 2024 at 11:00 Hrs.** in the Conference Hall on Second Floor of NABARD J&K Regional Office. 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 dpdp.jammu@nabard.org**. All the clarifications of the pre-bid meeting will be part of tender and will be updated and uploaded on NABARD website. If any discrepancy, omission, ambiguity, or any doubt in the meaning of the tender documents is not brought to the notice of NABARD, J&K RO within three working days from the last date of submission of tender then NABARD, J&K RO shall not be responsible for the same.

11. NABARD, J&K RO reserves the right to accept or reject any tender in whole or in part, and NABARD, J&K RO shall not be bound to accept the lowest (L1) tender or any tender.
12. Tenders which do not fulfil all or any of the conditions of NABARD, J&K RO or are incomplete in any respect and if the tenderer imposes his conditions in the tender in addition to the conditions specified by NABARD, J&K RO, the tender will be rejected.
13. NABARD, J&K RO will disqualify from the empanelment process, all bidders who do not sign the Integrity Pact or violate its provisions.
14. The validity of the offer will be 90 days from the date of opening of price bid.
15. The Price/Financial Bid shall be opened later after detailed evaluation of the technical bid. The date of opening of price/ financial bid shall be intimated separately to the technically qualified bidders only through Nabard.org.
16. The Price/ Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.
17. NABARD, J&K RO does not bind itself to accept the lowest bid (L1). NABARD, J&K RO reserves the right to accept or reject any/all tenders in part or whole of any firm/firms without assigning any reasons whatsoever.
18. **The decision of NABARD shall be final and binding regarding technical and price bids.**
19. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.
20. Tenderers must ensure attachment of relevant documents, supporting the Pre-Qualification Criteria and Technical Document Sheets.
21. The bids shall remain valid and open for acceptance for **90 days** from the date of opening of Price Bid.
22. NABARD, J&K RO 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 the Bank in this regard shall be final.

23. NABARD, J&K RO 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.

24. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to "The Chief General Manager, J&K RO National Bank for Agriculture and Rural Development, Jammu" who will review the queries and if information sought is not clearly indicated or specified, NABARD, J&K RO will issue clarifications to all the tenderers which will become part of the Tender Document. NABARD, J&K RO will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of NABARD J&K RO before three working days prior to the last date of submission of the tender only.

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

Yours Faithfully

-sd-

Urmil Lata

Deputy General Manager

Scope of Work

1. SUPPLY OF CARS ON HIRE BASIS

a. The Bidder shall supply cars as per our requirement on daily basis which will be notified by email or over telephone. The cars shall be registered as tourist/ cab vehicle in J&K UT or Ladakh UT Region and possess valid taxi permit. It is to be clearly noted that the car may have to go to any part of J&K/Ladakh or other states of India (all India permit) in case of requirement. Bidder shall provide the list of vehicles owned by it in the **Annexure – III** as mentioned in the tender documents.

b. The contract shall be from 01.08.2024 to 31.07.2027. Vehicles are required by NABARD J&K RO for both local as well as outstation use.

c. **The taxi hiring agencies (bidder) should be locally based at Jammu and Kashmir UT and Ladakh UT with its permanent office in J&K UT or Ladakh UT.** The agency should have a permanent booking desk which is manned 24x7.

d. The bidder must have successfully executed / completed at least one work amounting to ₹ 10,00,000/- for supply of vehicles to one single institute or two similar works amounting to ₹6,25,000/- of two institutes or three similar works amounting to ₹ 2,50,000/- of three institutes for similar services in the last three years to RBI/ Public Sector Banks/ Central Govt./ Public Sector Undertaking/ Central Government Departments/ Private Sector Entity. Details of work experience to be supported by work orders/ certificates etc. from the above-mentioned institutions.

2. VEHICLE RELATED DETAILS

a. The Service Provider must supply the below mentioned model of vehicles or their equivalent or higher latest models as far as price range is concerned:-

<u>S.No.</u>	<u>Segment</u>	<u>Proposed Variants of Cars to be Hired</u>
1	Mid Segment Sedan	Toyota Etios, Honda Amaze, Hyundai-Xcent, Swift Dzire, Hyundai Aura etc
2	Luxury Sedan	Corolla Altis, Honda City, Hyundai Verna etc
3	SUV	Innova Crysta, Tata Hexa etc
4	Luxury SUV	Fortuner, Tata Harrier

b. The vehicle shall be always kept in good running condition. The agency at his own cost will arrange procurement of fuel, lubricants, spares etc. Routine maintenance, repair, frequent check-ups, servicing, overhauling, payments of wages to drivers and cleaners etc, will be the agency's liability.

- c. The original Registration Book as well as the Certificate of Comprehensive Insurance, PUC, road tax, permits, driver's license, insurance and/ or any other documents related to each vehicle as required by RTO should be readily available in each of the vehicle with drivers. The charges for the same must be borne by the agency.
- d. Service provider to be governed by the latest guidelines of Jammu Municipal Corporation (JMC) and Jammu Transportation Department.
- e. One set of photocopies of all the above documents along with two copies of driver's license shall be submitted to NABARD.
- f. In case of major break down or non-supply or withdrawal of vehicles from services by the agency for any reason whatsoever, the agency shall immediately replace the same by another serviceable vehicle duly approved by the bank. Withdrawal of vehicle shall be done with prior intimation. The maximum period allowed for replacement by substitute vehicle is one hour failing which, NABARD J&K RO shall be within its rights to make alternative arrangements by hiring another car of equivalent brand from any other source and the billed amount for the alternate car will be recovered from Bidders' regular bills.
- g. Agency shall ensure that back & side mirror, wipers, horn, tool kit, reverse horn and Stepney are always available in their fixed location and in working condition.
- h. The vehicle must not carry any person(s) other than those authorized by the bank/bank's official using the vehicle. The distance covered for refueling, driver's lunch trip and other unauthorized trips etc., shall not be counted and will not be paid for.
- i. Driver should be presentable. Uniform and shoes shall be provided to the drivers and no additional reimbursement will be made on this account.
- j. In addition to Local language, the driver preferably should have knowledge of English and Hindi and have good knowledge of Jammu and districts in vicinity.
- k. The Driver must possess mobile phone in working condition with internet facility.
- l. In case of outstation tours, drivers should carry sufficient cash/ fuel card etc., and on no account the officials using the cars be made to pay for any amount towards fuel charges/toll charges, etc. All vehicles to be embedded with FAST TAG having sufficient recharge to pay toll which will be reimbursed by NABARD J&K RO on production of receipt.

m. NABARD J&K RO reserves the right not to accept any driver/ vehicle on duty who does not fulfil the above requirements and the alternate driver/ vehicle would be made available at the earliest.

3. **OTHER TERMS AND CONDITIONS**

a. Travel to places in and around Jammu/Srinagar/Leh etc. and within specified places shall be treated as local journeys when hired on daily basis. Local use is mainly pick up from/ drop to the airport / railway station from residence/ office as also visits to local institutions in Jammu/Srinagar/Leh etc.. In case car hired for local duty and our officers have to stay overnight, extra KM and extra hour charges shall be paid. Any travel shall be considered outstation only when vehicle crosses municipal boundary limit of Jammu/Srinagar/Leh etc.. Outstation night halt charges will be payable in that case.

b. There is no guarantee of hiring of any specific number of vehicles on a given day. The agency shall have to provide as many vehicles as may be required by NABARD J&K RO at a particular point of time.

c. Bidder shall not sub-let the contract to any other agency. If due breakdown or reasons beyond the control of bidder, permission may be granted for supply of vehicle from any other agency. However sufficient reasons have to be provided / recorded with due permission of NABARD. Non-compliance to this requirement, shall be treated as default of contract & NABARD HO would have right to take necessary action against bidder as per provision of tender documents.

d. NABARD reserves the right to award the Annual Rate Contract (ARC) to more than one party.

e. **The mileage will be calculated from first reporting point to last reporting point. However, the maximum distance that will be claimed in respect of garage and point of pickup and back to garage would be restricted to a total of 10 kms. per trip (i.e., garage to first reporting point and last reporting point to garage) or at actual kilometers, whichever is lowest shall be considered for calculation of total mileage.**

f. NABARD J&K RO reserves the right to cancel the contract by giving one month's notice without assigning any reason. The Bidder shall not be eligible for any compensation for such cancellation.

g. NABARD J&K RO reserves the right to reject any or all offers without assigning any reason whatsoever.

h. If the parties cannot amicably settle a dispute, the parties agree to resolve the same by arbitration proceedings within the Jammu Jurisdiction.

i. In case different figures is received from different duties. These lowest rates/ figures will be consolidated and shall be acceptable to the finally approved travel agency.

j. **The contract could be extended to another period of additional 02 years (one year at each time) subject to satisfactory working of the travel agency and mutual consent.**

k. All/ any bid can be cancelled by NABARD - HO without assigning any reason there of.

4. **PRE – QUALIFICATION CRITERIA**

Technical scrutiny evaluation of bidders will be based on following criteria:-

Sl.No.	Particulars	Marking System		
(a)	Type of the Organization	MSME 20 Marks	Pvt. Ltd/ Ltd. Company 10 Marks	Proprietor/ Partnership 5 Marks
(b)	Work Experience - Departments during the preceding 3 years.	RBI/ SBI	Public Sector Banks/ PSUs/ Central Govt.	Private Sector Industries
(c)	Annual business turnover in the last three financial year ending March 2023 i.e. (2020-21, 2021-22 & 2022-23) (Must be verified by competent authority of the agency)	20 Marks More than Rs.2.0 Crore 20 Marks	10 Marks Rs.1.50 Crore to Rs.2 Crore 10 Marks	5 Marks Less than Rs.1.50 Crore 5 Marks
(d)	Number of vehicles owned	More than 20 Vehicles (Innova Crysta/ Swift Dzire/ Toyota Etios/ Honda City etc.) out of which minimum 05 cars should be of Innova Crysta/ Tata Safari etc.	More than 5 and less than 10 vehicles (Innova Crysta/ Swift Dzire/ Toyota Etios/ Honda City etc.) out of which minimum 02 cars should be of Innova Crysta/ Tata Safari etc.	Less than 5 vehicles (Innova Crysta/ Swift Dzire/ Toyota Etios/ Honda City etc.) out of which minimum 1 car should be of Innova Crysta/ Tata Safari etc.
		20 Marks	10 Marks	5 Marks

POINTS TO NOTE

- a. Bidders who do not fulfil the above-mentioned criteria will not be evaluated for the same category.
- b. The information rendered above by the bidders must be supported by documentary evidence.
- c. Bidders who fulfil the criteria in different categories will be evaluated by taking average mean marks of last three years ending 31 March.
- d. The minimum marks for qualification in technical scrutiny is 50 and above.
- e. The bidder must have successfully executed / completed at least one work amounting to ₹ 10,00,000/- for supply of vehicles to one single institute or two similar works amounting to ₹6,25,000/- of two institutes or three similar works amounting to ₹ 2,50,000/- of three institutes for similar services in the last three years to RBI/ Public Sector Banks/ Central Govt./ Public Sector Undertaking/ Central Government Departments/ Private Sector Entity. Details of work experience to be supported by work orders/certificates etc. from the above-mentioned institutions.

5. PREPARATION OF TENDERS

- a. Cost of Tendering - The tenderer shall bear all costs associated with the preparation and submission of its tender and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- b. Tender Documents: Tender shall comprise the following:
 - i. Technical Bid Details
 - ii. Financial Bid Details
- c. The bidder should submit following documents along with the technical bid in Nabard.org.

Sl. No.	Particulars	Details to be filled by the tenderer
1	Name of the agency/ organization	
2	a. Type of the Organization (whether Proprietorship/ Partnership/ Pvt. Ltd./ Ltd. Company) b. Date of Establishment Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in case of sole proprietorship)	
3	Shops & Establishment Certificate. Please submit a copy	

4	Name of the proprietor / partner / directors of organization with designation	
	Authorized Person of the tenderer to make commitment to the Bank. (Name, contact details including telephone/ e- mail) Communication with regard to the tender would be done on Telephone/ e-mail given in this column.	
5	Regd. Office/ Business Address of the organization along with telephone No., mobile No., Fax No and email a. Whether having own office in Jammu? b. Address of the local office in Jammu. Name of the authorized official and his/ her telephone number Please enclose relevant documents in support of the same	
6	Office address through which the work will be handled	
7	Address of Garage	
8	Work Experience - Details of work experience supported by work orders, documents, and certificates. The details along with documentary evidence of previous experience, if any, of providing car/ taxi hiring services to RBI/ SBI/ Public Sector Banks/ Central Govt./ Public Sector Undertaking/ Central Government Departments/ Private Sector Industries during the preceding 3 years. (Please refer para 1 (d) in "Scope of Work" for details.	
9	Name and address of the clients along with full details	
10	Annual business turnover in the last three financial year ending March 2023 i.e. (2020-21, 2021-22 & 2022-23) Supporting documents should be enclosed in proof of their turnover viz. (audited financial statements)	
11	Income Tax returns for the previous 03 financial years ending March 2023 i.e. (2020-21, 2021-22 & 2022-23). Please submit a copy.	
12	Whether registered with Labour Department under the Contract Labour (R& A) act, 1970 and Contract Labour. (Regulation and Abolition) Central Rules, 1971. If yes, indicate the date of registration.	
13	Please submit a copy of certificate/ registration. Name and address of the bankers. Please enclose a certificate regarding financial standing (as per Annexure II)	

14	Number of vehicles owned with details such as type/ make/ model of the vehicle. Condition / age of vehicle with their registration taxi permit No. etc. (attach documentary evidence). List of all variants of cars owned not older than 48 months, along with photocopy of their RC/ fitness and permit owned to be submitted as per format at Annexure – III	
15	Whether the organization is registered under Shop and Establishment Act and having necessary certificate to run Tours and Travels	
16	The bank Account (IFSC Code and Account Number) where payments would be received by the organization. A cancelled cheque should be attached along with this.	
17	Email ID & Contact Details of organization SPOC (Single Point of Contact)	
18	GST Registration Certificate. Please submit a copy of certificate/ registration	
19	PAN Card. Please submit a copy of PAN Card.	
20	Firm's Incorporation documents. Please submit a copy	
21	Declaration from the Bidder in attached format "Annexure-I"	

Bidder must submit the above information in Technical Bid with relevant documents in support of the same.

- d. If desired/ prescribed information as mentioned in Para 5 (c) is not submitted, the Bank will assume no responsibility for rejection of Tender.
- e. The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.
- f. If any desired/ prescribed information is not submitted by the Agency, the Bid will be rejected, and the Bank will assume no responsibility for rejection thereof.
- g. No Bid received after the deadline shall be entertained.

6. **CONFIDENTIALITY**

Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all tenderers.

7. **QUALIFICATION OF THE TENDERER**

The Bank shall determine its satisfaction whether the selected tenderer meets the qualifying criteria in accordance with Para 4 & 5 (c) above.

8. **BANK'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS.**

- a. The Bank reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further, any conditional bids shall be rejected outrightly.
- b. The Tender/RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/offers.
- c. The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD HO is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

d. The purpose of this tender/ RFP is to provide the bidders with information to assist the formulation of their bids/proposals. This tender/RFP does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this tender/RFP and, wherever necessary, may obtain independent advice.

e. Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

9. GENERAL TERMS AND CONDITIONS

a. **Award of Contract: NABARD J&K RO, Jammu will select the L1 vendor through scrutiny. However, if L1 vendor refuses to accept the offer, their EMD will be forfeited. Further, NABARD reserves the right to offer the L-1 rates to the other bidders who agree in writing to supply cars at L-1 rates. The bidders other than L-1, shall not be bound to accept rates of L-1. However, once they accept to work at L-1 rates they shall be required to enter into agreement with the bank. Thereafter, if they do not abide with the terms and conditions their EMD shall be liable to be forfeited. With this a panel of approved bidders / vendors agreeable for L-1 rates shall be formed. In such case, after empanelment, the empaneled vendors will be supplying / providing vehicles at L-1 rates as per requirement of the bank.**

b. NABARD J&K RO also reserves the right to accept or reject part or full tender at its sole discretion without assigning any reasons thereof.

c. NABARD J&K RO reserves the right to carry out capability assessment & office visit of the bidders and its decision shall be final in this regard.

d. Conditional tender shall not be entertained.

e. Alternative Proposals / Time for Completion shall not be permitted.

f. The intending tenderer shall pay EMD as mentioned in the Notice Inviting tender /Bids. Tender without EMD will be rejected.

g. The rate quoted should exclude all taxes.

h. Failure to furnish all / any information or documentation required by the Tender Document may result in the rejection of the Tender.

i. Any canvassing by or on behalf of the Tenderer or to bring political or other outside influence regarding their selection shall lead to disqualification from the

process. Such Tenderer/s shall be blacklisted for next three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with retrospective effect.

j. All tenders submitted to this office should be complete in all respects with all attachments/ enclosures/ annexure. Incomplete forms, or bids received in any format other than the prescribed one or without proper documentary evidence etc. will be out-rightly and summarily rejected by the Bank.

k. Tenders received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained on this matter.

l. In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender.

m. **After empanelment of successful bidders, NABARD J&K RO will assess their performance for first ninety days and after satisfactory performance in these three months, NABARD J&K RO will render confirmation to the service providers in this regard.** In case of unsatisfactory performance during initial ninety days, NABARD J&K RO will have the right to remove the concerned service provider from vendors' panel.

n. Tenders received after the due date and time shall be summarily rejected.

o. The successful bidder shall execute an agreement with the bank on non-judicial stamp paper of value not less than ₹ 200/- within one month of receipt of letter of acceptance. The stamp duty shall be borne and paid by the successful bidder.

p. The contract period is up to 31.07.2027. Duration of the contract may be extended up to two years (one year each time) beyond the initial contract duration subject to satisfactory performance and mutual consent. Further, the contract will be reviewed annually, based on satisfactory performance.

q. The bidder/ agency must be able to provide different categories of vehicles having valid taxi/ car permits and other statutory clearances.

r. The bidder firm/ agency shall ensure compliance of the provisions of Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948 and other labour laws wherever applicable, while engaging laborer's for the aforesaid work and give assurance every year in this regard.

s. The Bidder firm / Agency shall ensure that the taxis / cars provided by him/ them are registered under Motor Vehicle Act 1988.

t. The vehicles provided should be authorized to be used as taxis / cars and should have proper permission/ permit to travel in J&K/Ladakh and other states of India.

u. The Bidder firm / Agency shall have a good name, standing and professional reputation for performing similar job/ assignment. In addition, they should not have defaulted in providing similar services or should not have been blacklisted by any office of NABARD or any other establishments. Declaration should be given as per Annexure-II of this document.

v. The service provider / agency shall arrange to obtain police verification certificate regarding the attachments of the persons/drivers engaged by him.

w. In case the service provider is not able to provide the category of car for which booking has been made by the bank, he must provide higher category of vehicle. However, payment will be made for the category of vehicle demanded by the bank.

x. If the Service Provider / Agency is able to provide any make or model of taxi/ car other than those mentioned in the Bid document, these may be included along with the charges under relevant category.

y. The persons engaged by the service provider/agency will be the employees of the agency and neither the agency nor the laborers shall have any right to claim any employment in the bank.

z. The drivers/employees engaged by the service provider/agency shall abide by the instructions provided by the security officers/ guards of the bank and vehicles/persons will have to undergo security check as and when required.

aa. The Contract will start from the date of start of work with a provision of review of rates on completion of each year as per future price escalation for diesel. The contract 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 J&K RO.

bb. FUTURE PRICE ESCALATION FOR DIESEL:

i. The price escalation on account of increase in cost of fuel (Diesel only) at the end of each contractual year shall be payable if it increases by 10%. The rate of price escalation shall be calculated at the base price i.e., the rate prevailing on final due date of submission of the bid.

ii. The price per litre shall be price charged by the petrol pumps including all taxes and levies. Bidder shall have to submit the documentary evidence of increase in fuel cost in the form of newspaper cutting, petrol pump bill etc.

iii. The average mileage/ fuel consumption shall be @ 10 KM per litre for diesel car.

iv. The total escalation payable shall be as per following formula.

$$\frac{\text{Km. Limit of Package} \times \text{Increase in Fuel Price (diesel) per litre}}{\text{Km Per Litre}}$$

v. Increase in price per kilometer for every 10% increase in diesel price will be based on mutual consent between bidder and NABARD.

vi. No other escalation like increase in price of spares, mobiles, labour cost, lubricants etc. shall be payable other than that for Diesel price variation.

cc. The drivers will comply the orders given by the authorized officers of the bank and will also observe the rules and regulations of the bank regarding safety and security.

dd. Punctuality and quality of service will be the essence of the agreement. Therefore, the renewal of the agreement will be subject to punctuality and satisfactory performance by the agency.

ee. The service provider or its agents / employees / drivers committing any breach of terms and conditions mentioned in the agreement and/ or rendering unsatisfactory services in the opinion of the bank shall be liable for termination of the agreement giving one month's notice in writing and without any compensation in lieu thereof.

ff. NABARD J&K RO will not be responsible for any loss, damage or any accident of the vehicles. Bank will not be responsible for the injury to the driver or to any other third party. Any liability arising from damage or legal expenses on this account shall be borne by the transport agency.

gg. In cancellation of vehicle by the bank, no charges will be paid to the agency by the bank.

hh. For deficiency in services and serious inconvenience caused to the bank and its officials or to those for whom the bank directs to provide services, bank will impose the penalty as deemed fit by the bank after giving due notice. In case of dispute, the verdict of Chief General Manager, J&K RO, Jammu will be final in the matter. It will be the sole responsibility of the agency to provide cars/vehicles as and when requisitioned by the bank during night/ early morning. Without prejudice any delay will attract penalty as deemed fit by the bank.

The agency will also have to make alternate arrangements in case of breakdown of his vehicle(s). In case of failure, the agency will be responsible to compensate all expenses incurred by the bank in this regard and the same will be deducted from the bill of the agency. Decision of the bank in this regard will be final and binding on the operator. Penalty and compensation, if any, will be deducted from any pending bill of the agency.

jj. **Non-Disclosure Clause:** The agency shall not disclose directly or indirectly any information, materials, and details of the bank's infrastructure/ systems/ equipment etc. which may come to the possession or knowledge of the agency during the course of discharging its contractual obligations in connection with this empanelment, to any third party and shall at all times hold the same in strictest confidence. The agency shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The agency shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the bank. The agency shall indemnify the bank for any loss suffered to the bank because of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the agency and the bank shall be entitled to claim damages and pursue legal remedies.

kk. The Sexual Harassment of women at workplace: -

i. The agency shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act,2013."

ii. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the agency and the agency shall ensure appropriate action under the said act in respect to the complaint.

iii. Any complaint of sexual harassment from any aggrieved employee of the bank against any employee of the agency shall be taken cognizance of by the Regional Complaints Committee constituted by the bank.

iv. The agency shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the agency, for instance any monetary relief to bank's employee, if sexual harassment/violence by the employee of the agency is proved.

v. The agency shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

ll. **Settlement of dispute:**

All disputes and differences of any kind in this regard shall be referred to the Chief General Manager J&K RO, Jammu for settlement who shall state his/her decision in writing, which will be binding on both the parties.

mm. Indemnification:

The agency shall indemnify the bank for any loss or damage caused by the driver/ s deployed by the agency that occurs to persons or building or third party during the period of contract. In absence of the above, the bank reserves the right to recover the cost of loss or damage suffered to the bank from the pending bill of the service provider.

nn. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, which ever is more, either party may at its option terminate the contract.

10. SPECIFIC CONDITIONS OF CONTRACT

- a. The selected Tenderer/s shall provide the vehicles (with AC) such as Cars/ SUVs etc.as and when requisitioned by the Bank/ by an official authorized by the Bank. Cars may be hired from any empaneled car hire agencies as and when we require.
- b. The service provider shall provide sufficient variant of vehicles having taxi permit as per the requirement of the Bank.
- c. All vehicles provided to the Bank shall have valid permit and all other statutory compliances in place.
- d. All vehicles shall be in good and proper condition with neat and clean upholstery.
- e. The driver shall have a valid driving license, which should be produced by him as and when demanded by traffic personnel. Renewal of driving license from time to time shall be the sole responsibility of the Service Provider.

- f. The Agency will ensure and comply with all the regulations of the Regional Transport Office and other safety and security regulations that are in vogue, and you will be responsible for any deviation/non-adherence to the rules/regulations in place.
- g. The drivers should report to pick up point at least 15 minutes before specified time and remain with the car during duty hours. He must ensure to fill the duty slip details – reporting and release time of the vehicle and kilometer in & out and have it signed by the guest. Bills will not be settled unless the signed duty slips are attached with it. Meter showing Kilometer should be in good condition. **Night charges will be payable between 11:00 PM and 05:00 AM.**
- h. The drivers deployed shall have reasonable experience with good driving record, shall be well-mannered and should be able to converse in Local Language, English & Hindi. He should be able to attend to the minor repairs of vehicles enroute, in case of need. The driver should provide mobile number to the guest on demand.
- i. The drivers must report for duty in clean uniform and at the specified time. They shall maintain a proper record of mileage and get the same authenticated by the user (officer/staff). They shall maintain duty slips with complete details of distance travelled/ time of relieving, etc. duly authenticated by the officer's signature. Besides they shall be neatly dressed and be polite, courteous and service oriented at all times.
- j. In case, vehicle booked with agency comes late, NABARD, J&K RO may return vehicle without any compensation. In case of any break down of the vehicle enroute, replacement vehicle should be immediately sent.
- k. The driver shall always be available at the place where the car is parked and strictly follow all traffic rules. The driver shall carry a placard containing particulars of the arriving Guest / Officer at the Airport/ any other stations. The Service Provider shall ensure that there is no room for complaints from the Guest(s).
- l. The drivers shall carry out the orders given by the authorized officers of the Bank and shall also observe the rules and regulations regarding safety and security.
- m. All the valid papers viz. comprehensive insurance, registration, road tax, pollution under control certificate, permits, valid license, etc. related to each vehicle shall be readily available in each of the vehicle/with drivers.
- n. The Service Provider shall provide taxi on written or verbal instructions over phone/email. The Service Providers shall also be required to provide taxi on short notice from the Bank (within an hour in case of emergency). In case the transport provider fails to provide taxi on our request either verbal over phone or written or through web portal, the Bank may take action of removing the agency from the panel of transport providers.

- o. The Service Provider shall ensure that the cars provided are well maintained, without dents/scratches and are not older than 48 months.
- p. The Service Provider shall convey (by e-mail and SMS) without fail the confirmation of booking to the Car Booking Desk of the Bank and to the guest followed by e-mail and SMS of car details i.e., Car make, Car Registration No., Driver's Name and mobile number at least six hours prior to the time specified in the requisition.
- q. The service provider shall have ability to arrange emergency transport/ touring facility providers, in case of breakdown of a vehicle provided to the Bank. Alternate vehicles shall also be arranged immediately, in case of Break-down.
- r. The agency or its agents / employees / drivers committing any breach of terms and conditions mentioned here in and or rendering unsatisfactory services, in the opinion of the Bank, shall render it self liable for summary termination of the agreement forthwith by giving one month's notice. Vendor intending to discontinue the service may do so by giving 3 months' notice.
- s. During the notice period for termination of the contract, the tenderer shall keep on discharging his contractual obligations till the expiry of notice period.
- t. All the incidental charges like parking charges, toll charges, etc., will be borne by the Agency and included in the relevant bills. For outstation duty journey of minimum 200 kilometres per day will be paid.
- u. Drivers will always be available with the car and would not proceed for lunch etc., without obtaining permission of the concerned officer(s).
- v. Bank will not be liable for any type of damage caused to the vehicle like material / theft. The contractor shall indemnify the Bank for any loss or damage caused by the driver/s deployed by the contractor that occurs to persons or building or third party during the period of contract. In absence of the above, the Bank reserves the right to recover the cost of loss or damage suffered to the Bank from the pending bill of the agency.

11. **INSTRUCTIONS TO BIDDERS**

- a. The bidder shall be responsible to ensure that compliance of payment of taxes, including GST, transfer/ lease/ hire/ rental taxes, State Govt. and/ or Central Govt. permits, levies etc. is done in time and have all documents complete in all respects from respective authorities required for operation of the cars. When the car is taken for official/personal journeys, state entry taxes, toll tax, levies, GST etc. if any, shall be paid by NABARD J&K RO against original receipts in proof of such payment.

b. Parking charges at all places including outstation duties shall be reimbursed by NABARD J&K RO to bidder on actual basis on production of proof/cash receipts. Parking charges will not be entertained if the vehicle is reporting at Bank's Head Office and Bank's residential quarters.

c. Rates quoted by the bidder for different nature of duty will be exclusive of GST.

d. Whenever cars are sent to airport/ railway station for pick-up, driver must carry pla card in the name of the guest and park the car in VIP parking only to avoid any inconvenience. NABARD J&K RO will reimburse any toll or car parking charges incurred on our duty against production of documentary evidence.

e. Bidder shall ensure following accessories in the car hired on daily basis at all times without any additional cost to NABARD J&K RO: -

- i. Neat & clean interior & exterior
- ii. Neat & clean seat covers
- iii. Sanitizer
- iv. Tissue Paper box
- v. Car perfume
- vi. Mobile phone with GPS Facility with Driver
- vii. Umbrella
- viii. Night torch
- ix. Mineral Water bottle – 500ml. X 4 bottles (Reputed Make)
- x. English & Hindi News Paper
- xi. Small Hammer for breaking the window glass in case of emergency.
- xii. Fire Extinguisher
- xiii. First Aid Medical Box

f. Additionally, for vehicles booked for Chairman, Deputy Managing Directors (DMDs), NABARD Board Members and other NABARD distinguished guests, following additional points need to be ensured:

- i. One pair of new hand towel to be changed on daily basis
- ii. Facewipes
- iii. Drivers to be presentable with properly worn uniform and shoes

g. Comfort of our executives shall be of utmost importance, and we shall not compromise on this. The Bidder shall ensure this while deploying the vehicle.

h. NABARD J&K RO reserves the right to inspect the car at any point of time during the entire contract period and failure of meeting any of the contractual obligations on part of contract will result in penalty.

i. In case of any complaint of non-fulfilment of any obligation under the contract, NABARD J&K RO reserves the right to withhold payments due to the bidder and out of such amounts or payment of security held, if any, or the amounts likely to fall due to the bidder (but without obligation to do so) to make such payments as it may consider necessary for smooth and unhindered working.

j. In case cars supplied to NABARD J&K RO staff are financed through Bank/ other financial institutions, the timely EMI must be paid to such financial institutions to avoid seizure of cars. Disclosure in this regard must be communicated to the authorized representative.

k. The bidder will be solely responsible for payment of wages/ salaries, OT, bonus, and allowances including other facilities to his employees that might become applicable under any Act. NABARD J&K RO shall have no liability whatsoever, in this regard. The bank liability is restricted to the payments towards the mileage used by our staff in respect of the cars, so hired.

l. The driver deployed should have a valid driving license, which should be produced by him as and when demanded by traffic personnel. Renewal of his driving license from time to time will be the responsibility of the agency.

m. The driver deployed should have good moral character and reasonable experience of driving and be able to converse in English and Hindi. They should have adequate knowledge of car machinery systems so that they can attend to minor repairs of the vehicles enroute, in case of need.

n. The drivers deployed should be medically fit and agency should arrange police verification of the driver whenever called for.

o. The driver must report for duty at specified place and time in neat and clean uniform.

p. Vehicle shall be made available on all days including Sundays and holidays as per our requirement.

q. Driver should maintain a proper record of mileage and get the same authenticated by the authorized user. The driver should maintain trip sheets with complete details of starting kilometers, end kilometers, time of start of trip, time of releasing of vehicles etc. duly authenticated by officer using the service. The payment of bill will be subject to the submission of this record, authenticated by the person using the vehicle. The officials using the car may be requested to indicate their names under their signatures. The places visited may be invariably mentioned on the reverse of the duty/ trip slip. Besides, the drivers should be polite, courteous, and service oriented at all times. He should provide his mobile number to the guest on demand.

- r. The bills will be raised on fortnightly basis and would be settled normally within a period of 15 working days. All payments will be made through e-payments after due statutory deductions.
- s. The agency should arrange for emergency transport/ touring facility providers, incase of breakdown of a vehicle provided to NABARD J&K RO.
- t. The agency should provide cars on written or verbal instructions over phone. A confirmatory message to be sent immediately. The agency is also expected to provide car at short notice from NABARD J&K RO. In case the agency fails to provide taxi on our request, either verbal over phone or written, NABARD RO shall be free to remove the agency from the panel of taxi providers.
- u. The agency should convey without fail the car details i.e., car make and colour, car registration No, driver's name and his mobile number to officials of car booking desk and to the user of the car through telephone and through SMS atleast 6 hours prior to the arrival/departure of the user.
- v. The driver must always be available with the car once he has reported to the guest/user officer of NABARD.
- x. The empaneled agencies shall indemnify the Bank for payment of any loss, damage and legal actions and cost/ compensation/ charges/ fines/ claims owing to violation of any traffic rules accident or any other eventuality.
- y. The supplied car should not be more than 48 months old. NABARD J&K RO reserves the right not to accept any car whose look/ comfort/ condition is not acceptable and the payment against the same shall not be done.
- z. For operational flexibility, NABARD J&K RO reserves the right to award the job to one or more than one Bidder(s) who accept the L-1 rates, on the accepted terms and conditions basis.
- aa. In case the service is found to be unsatisfactory, the NABARD J&K RO reserves the right to terminate the contract by giving one month's notice in writing and without any compensation in lieu thereof.

12. **PAYMENT TERMS**

The details about the terms and conditions of payment towards the services, it may also include deduction of payment incase of faulty service.

a. PAYMENT CONDITION

- i. The payment shall be made as per the financial quotes submitted by the service provider and accepted by the buyer.
- ii. TDS/statutory taxes as applicable shall be deducted from the payment. If applicable, RCM will be levied.
- iii. No advance payment shall be made to the service provider.
- iv. The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.
- v. Nonetheless, any charges borne by the service provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.
- vi. Except under cases of circumstances beyond the control of the bank, the payment of bills will be made within fifteen days and not later than forty-five days of production of bills. Payment will be made through electronic mode.

b. PAYMENT CYCLE

- i. Payment shall be made once the service provider submits the invoice for the same as per the prescribed process flow.
- ii. Bank shall make the payment within prescribed timelines as per the payment process flow upon the submission of invoice.
- iii. **All the bills to be submitted in the first week of every month without fail.**

c. PAYMENT PROCESS

- i. Payment shall be made only after submission of invoices. Non submission may lead to delay in payment.
- ii. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service provider shall not have any objection on the same.

- iii. Payment will be made through bank transfer only, in no circumstance cash/cheque payment will be made.

13. **ADHERENCE TO STATUTORY REQUIREMENTS**

a. Compliance of regulations viz., Payment of Central Government Minimum Wages Act, Bonus Act, Employers' Liability Act, Contract Labour (Regulation & Abolition) Act, the Workmen Compensation Act, Industrial Disputes Act, Maternity Benefits Act, Employee State Insurance Act, Provident Funds and Miscellaneous Provisions Act and labour license of State and Central government applicable from time to time, shall be whole sole responsibility of the Agency. In this regard, the Agency shall indemnify Bank against all claims and will maintain necessary books, logs, registers, verification, returns, receipts, computerized database, etc., mandatory as per the law and as per the Government rules and make the same available for inspection/verification to the concerned Government Officer/Labour Enforcement Officer/Regional Provident Fund Commissioner, as and when required. A copy of all such compliances, statements and payments made to the statutory authorities, etc., including registration number shall be provided to the Bank authority for verification and record as and when so demanded.

b. The empaneled vendor/s shall not disclose directly or indirectly any information, material and details of the Bank's infrastructure/ systems/ equipment's/ Security Area etc., which may come to the possession or knowledge of the empaneled vendor/s during the course of discharging its contractual obligations to any third party and shall at all times hold the same in strictest confidence. The empaneled vendor/s shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The empaneled vendor/s shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the empaneled vendors and the vendor/shall be liable for damages.

14. **DISPUTE RESOLUTION**

a. Any type of disputes arising out from either side will be resolved through arbitration by court within Jammu jurisdiction only.

b. The Service Provider shall indemnify the Bank for any loss or damage that occurs to third party (persons or building, etc.) and/ or to the officials/ guests of Bank, property of the Bank on account of hiring of car/cars hired during the period of Agreement. The Bank reserves the right to recover the amount of loss and/or damage from the bill of the Service Provider.

1. ANNEXURE I**DECLARATION**

(On the letterhead of Bidder)

1. The information submitted in tender application is true to the best of my/ our knowledge and if any information is found untrue or false, I/We may be debarred from the tender process/being given the contract.
2. I/We hereby agree to abide by all terms and conditions laid down in tender document.
3. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions/instructions/scope of work contained therein and undertake myself/ourselves abide by the said terms and conditions.
4. I/We also agree that my/our tender will remain valid for acceptance by the bank for 90 days from the date of opening of the tender and this period of validity can be extended for such period as may be mutually agreed in writing between the bank and bidder.
5. I/We understand that the bank reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason, therefore.
6. I/We understand that after empanelment, I/We would be under the obligation to supply taxis / cabs to NABARD J&K RO, Jammu at the lowest quote given in the price bid by the co-bidders, under each category.
7. No other firm/company having one of our partners/directors has applied for empanelment.
8. I/We understand that:
 - a. Prices will be inclusive (except applicable taxes).
 - b. Cost of mineral water bottles, face tissue papers, first aid box and newspapers in the vehicles will not be paid extra.
 - c. Parking/Toll charges shall be reimbursed to the vendor on production of valid receipts.
9. I/ We also understand that my/our bid is liable to be rejected if any of the information provided by me/ us is found to be incorrect/ false.

Signature of the Authorized Representative Bidder
Stamp/Seal

2. ANNEXURE II

Declaration – Financial Standing
(On the letterhead of Bidder)

This is to certify that our agency/ company/ firm has not been blacklisted by any of the office of NABARD/ PSU / GOVT Undertaking/ Private Organizations of repute.

We further declare that our agency/ firm is not under liquidation, court receivership or any other similar proceedings.

Signature of the Authorized Representative Bidder
Stamp / Seal

3. ANNEXURE – III

LIST OF VEHICLES OWNED

<u>Sl.No.</u>	<u>Make of Vehicle</u>	<u>Registration No.</u>	<u>Model & Year of Manufacture</u>	<u>Present Mileage</u>	<u>No. of Vehicles Owned</u>
(a)	Mid Segment Sedan (Toyota Etios, Honda Amaze, Hyundai-Xcent, Swift Dzire, Hyundai Aura etc)				
(b)	Luxury Sedan (Corolla Altis, Honda City, Hyundai Verna etc.)				
(c)	SUV (Innova Crysta, Tata Safari etc)				
(d)	High -End SUV (Fortuner etc.)				

1. Note:

1. Only list of vehicles shown above or its equivalent models (as far as price range is concerned) to be indicated.
2. Additional sheets can be used as per this format if no. of vehicles owned by the agency are more.
3. Please attach photocopies of RC Book, failing which NABARD J&K RO- may not take cognizance of this.

Signature of the Authorized Representative Bidder Stamp / Seal

4. ANNEXURE - IV**FORM OF AGREEMENT**

(To be submitted on ₹ 200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

THIS AGREEMENT made at Jammu, this _____ day of 2024 between National Bank for Agriculture and Rural Development (NABARD), J&K Regional Office at Jammu (hereinafter called "the Employer") of the one part (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context be deemed to include its successors and assigns) of the one part and (Name of the Company and Address) (hereinafter referred to as "the Service Provider", which expression shall, unless repugnant to the context, be deemed to include its partners, successors and assignees and their heirs, administrators, executors, legal representatives) of the other part and made effective from August 01, 2024 and valid till July 31, 2027.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement: -
 - a. Work Order Ref. No. _____ Dated _____.
 - b. All clauses and paragraphs mentioned in Notice Inviting Tender, viz.
 - i. Scope of Work
 - ii. Terms and Conditions (Including General, Other & Specific Terms & Conditions)
 - iii. Corrigendum, if any
 - iv. Addendums, if any; and

Any other documents forming part of the contract.

3. In consideration of the payments to be made by NABARD J&K RO to the Service Provider, to execute the taxi hiring services w.e.f. 01.08.2024 as per the provisions of this Agreement and the tender document.
4. Being the price mentioned in work order Ref. No. __ dated __ subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.
5. In case, any dispute or issue arises regarding the interpretation of any of the clauses of this agreement or of any of the documents prepared or to be prepared in this

regard, the contents of the Tender Documents shall prevail over this agreement and /or any other document.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

(Signature of the Bidder) Name: Address:	Signature of Authorized Signatory of NABARD HO Name: Designation:
(Signature of Witness No. 1) Name: Address:	(Signature of Witness No. 1) Name: Designation:
(Signature of Witness No. 2) Name: Address:	(Signature of Witness No. 2) Name: Designation:

5. ANNEXURE - V

INTEGRITY PACT

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 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:
 - 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 cartelization 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 contracts

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 (in case EMD/RMD is applicable).
- (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 three 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) Sub – contracting is not permitted. The Bidder/ Contractor shall take the responsibility of the adoption of Integrity Pact.
- (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 of an employee or a representative or an associate of a Bidder/ Contractor 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

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

(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 Head Office of the Principal, i.e. Mumbai.

(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)

Name _____

Place _____

Date _____

Witness 1

Name _____

Address _____

Witness 2

Name _____

Address _____

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

Name _____

Place _____

Date _____

Witness 1

Name _____

Address _____

Witness 2

Name _____

Address _____

PART II
FINANCIAL BID

Appendix - I**Taxi Packages for Ladakh UT**

<u>Sr. No.</u>	<u>Destination</u>	Mid Segment Sedan	Luxury Sedan	SUV	Hig End SUV
1.	Kargil				
2.	Manali				
3.	Srinagar				
4.	Nubra				
5.	Lamayuru				
6.	Alchi				
7.	Hemis				
8.	Tso Moriri				
9.	Tsaga La				
10.	Pangong				
11.	Shayok				
12.	Turtuk				
13.	Dha-Hanu				
14.	Tso Kar				

Note : Starting Destination is Leh District Headquarter

Appendix - II

Presence of Taxi Services in Various Districts of J&K UT and Ladakh UT

J&K UT

Jammu	Samba	Kathua	Reasi	Doda	Ramban	Kishtwar	Poonch	Rajouri	Udhampur

Srinagar	Anantnag	Baramulla	Budgam	Bandipore	Ganderbal	Kupwara	Kulgam	Pulwama	Shopian

Ladakh UT

Leh	Anantnag

Note : Please Tick the relevant Districts where Taxi Services are being offered.

The rates quoted above comply with the following terms and conditions:

1. The quoted rates are inclusive of insurance charges, uniform charges, and any other duties/ levies whether existing or future, levied by the Central Government or any State or Local Authority, as applicable, for which no separate claim shall be made. The quoted rates shall be exclusive of GST (Goods and Services Tax). As per law, taxes as applicable may be deducted at source and a certificate for the same will be issued.
 2. Toll taxes and parking charges would be paid on production of original receipt.
 3. If the service provider provides, on his own, any higher make or model of car, he will be paid according to the rates approved for vehicle requested by the Bank.
 4. The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.
 - 5. Empanelment will not be a guarantee for getting orders for supply of vehicles from the bank. Even after empanelment bank reserves the right to order for supply of vehicles from any of the empaneled vendors.**
 - 6. Outstation charges are subjected to a minimum run of 200 kms per day.**
 7. The Package Trip Rates valid for Ladakh may be separately mentioned in an enclosed rate sheet as laid out in the prescribed format as Appendix I.
 8. The Bank reserves the right to negotiate the quoted rates with the Participating Vendors.
 9. Any trip covering /starting/ending in Hilly District will be treated under Hilly District Trip and will be charged as per Hilly District Rates.
 10. Presence of Taxi Services in various districts of J&K UT and Ladakh UT should be mentioned (ticked) in the prescribed format as laid out in Appendix - II.
 11. In case no bid is received for providing Taxi Services in any district, NABARD reserves the right to offer work to other qualified vendors from other neighboring districts or any alternative arrangement like seeking sealed quotations.
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