

# NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD) NATIONAL BANK STAFF COLLEGE (NBSC), Lucknow NOTICE INVITING TENDERS (NIT) FOR HIRING OF CARS.

NAME OF THE BIDDER

ADDRESS

**CALENDAR OF EVENTS:** 

- a) The Tender document will be available from 14th February 2025
- b) Pre-Bid meeting 1100 hrs. on 24th February 2025
- c) Submission of Tender by 1400 hrs. on 07th March 2025
- d) Opening of Tender (Technical Bid) 1600 hrs. on 07th March 2025
- e) Note: Any bid with incomplete information will be rejected

The Principal, National Bank Staff College (NBSC) Sector-H, LDA Colony Kanpur Road, Lucknow -226012

Index
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DESCRIPTION	PAGE NO.
Notice Inviting Tender	3-6
Schedule Of Events	7-7
Technical BID	8-8
General Instructions and Conditions	9-11
Scope of Work	12-12
Vehicle-Related Details	13-13
Terms & Conditions	14-17
Terms of Payment	18-18
Pre – Qualification Criteria.	18-20
Qualification Of The Tenderer	21-23
Bank's Right To Accept Any Tender And To Reject Any Or All Tenders	24-24
Specific Terms & Conditions	25-28
Specific Conditions of Contract	29-31
Instructions to Bidders	32-34
Payment Terms & Condition	35-35
Adherence to Statutory Requirements	36-36
Dispute Resolution	36-36
Declaration:- Annexure I	37-37
Financial Standing:-Annexure II	38-38
List of Vehicles owner :-Annexure III	39-39
Basic Information :- Annexure IV	40-41
Form of agreement :- Annexure V	42-43
Integrity Pact:- Annexure VI	44-49
Financial BID Terms & Conditions	51-51
Financial Bid :-Annexure (A to G)	52-58

#### **NOTICE INVITING TENDER**

Ref No. NB.LKO/

/ Taxi Hiring/ 2025-2026 Dated:

To,

M/s .....

Dear Sir/s,

#### <u>Tender for providing Taxi Hiring Services at National Bank Staff College (NBSC),</u> <u>Lucknow from 01.04.2025 to 31.03.2026.</u>

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Lucknow-400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

NABARD invites sealed tenders for one of its Training Establishments namely National Bank Staff College (hereinafter referred to as "NBSC") situated at Sector- H, LDA Colony, Kanpur Road, Lucknow " **FOR HIRING OF CARS"** under the Two–bid system from our eligible vendors, for providing Taxi services at NBSC, Lucknow. The estimated amount of service is Rs.25, 00,000/- per annum.

- 1. Sealed tenders are invited in two separate covers Part-I (Technical Bid) and Part-II (Financial Bid) for an Empanelment of Car Rental Agencies and Hiring of Car at NBSC, Lucknow and should be addressed to Principal NBSC, Sector-H, LDA Colony Kanpur Road Lucknow. The financial bid shall not have any corrections/ omissions in figures/ words, otherwise the same will be treated as an invalid offer/ tender. Both the sealed bid documents shall be submitted in one big envelope with proper superscription on these envelopes in the tender box; kept at the DPSP, First Floor, NBSC, Lucknow in the tender box. The last date of submission is 7<sup>th</sup> March 2025 up to 14:00 Hrs.
- 2. A complete set of the Tender Documents/ Instructions for two bid systems can be accessed online on the Government CPP portal, NABARD, and NBSC website. The tender document is accessible free of cost to the vendors registered on the CPP portal or accessing the NABARD website. There is no need to submit any EMD (Earnest Deposit) amount for MSE registered vendor/consultant/agency. As this is a critical activity, the Startups (without meeting PQ criteria) are not permitted to participate in the tender process. The last date for submission/receipt of tender(s) is 07<sup>th</sup> March 2025 till 1400 Hrs. The tender documents may be submitted at DPSP NBSC, Sector-H, LDA Colony Kanpur Road Lucknow.
- 3. The Part I (Technical Bid) of the tender documents will be opened by the Tender / Local Purchase Committee in the presence of tenderers or their authorized representatives who wish to be present on the same day i.e. 07<sup>th</sup> March 2025 at 1600 Hrs. in the Office of NBSC, Lucknow. In case, of any holiday on the day of opening, the tenders will be opened on the next working day at the same time, but the tender box will be sealed on the same day and time, as scheduled above
- 4. Instructions regarding the Technical Bid, Financial Bid, submission process, and description & scope of supply and the services required have been elaborated in the

Terms and Conditions of the tender and other parts of the tender document.

- 5. It must be noted that only those Bidders who are willing to enter into an Integrity Pact (IP) with the Bank at every stage of bidding, will be eligible to participate in the bidding process. The tenderer must implement Integrity Pact (IP) in the prescribed format (Annexure VI) in all phases of the contract.
- 6. Tenders must be submitted not later than 1400 Hrs on 07<sup>th</sup> March 2025. Tenders received after stipulated date and time shall not be entertained.
- 7. The Technical Bids will be opened on 07<sup>th</sup> March 2025 at 1600 Hrs at NBSC Conference Hall, Lucknow – 226012 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 letterhead for participating in the technical bid opening.
- 8. The Financial Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of Financial Bid shall be intimated separately to the technically qualified bidders only.
- 9. The Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.
- 10. NABARD does not bind itself to accept the lowest bid (L1).
- 11. The decision of the bank shall be final and binding with regard to technical and financial bids process.
- 12. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.
- 13. The bids shall remain valid and open for acceptance for 3 months from the date of opening of price/ financial bid.
- 14. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.
- 15. NABARD reserves the right to accept or reject any /all tenders in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers fail to satisfy the bank, the bank reserved the right to reject the tender.
- 16. 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 e-Procurement portal, NABARD's and NBSCs website only.
- 17. 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

NBSC, Lucknow before quoting the rates.

- 18. 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 NBSC, Lucknow.
- 19. 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.
- 20. Earnest Money Deposit (EMD) of ₹50,000/- (Rupees Fifty Thousand Only) is to be deposited through NEFT/RTGS as per details given below.

Payee Name	:	NABARD
Current Account No :	:	NABADMN07
Name of the Bank	:	NABARD
IFSC Code	:	NBRD000002

- 21. After depositing the EMD amount, the tenderers are advised to send an email to dpsp.nbsc@nabard.org with the details of the transaction (UTR No.) and enclose the copy of the transaction on report in the technical bid. Tender without EMD shall be rejected. However, MSMEs as defined in MSME Procurement Policy issued by GoI are exempted from submitting the EMD, a copy of the registration certificate needs to be enclosed with the Technical Bid.
- 22. A Pre-Bid meeting is scheduled to be held **24 February 2025 at 11:00** Hrs in the Conference Hall on the Ground Floor of NBSC, Lucknow, Sector- H LDA Kanpur Road Lucknow 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.nbsc@nabard.org** All the clarifications of the pre-bid meeting will be part of tender and will be updated and uploaded on NABARD website.
- 23. NBSC Lucknow will disqualify from the tender process, all bidders who do not sign the Integrity Pact or violate its provisions or not submitted as per format.
- 24. Security Deposit: Interest free security deposit of ₹ 2,00,000/- only shall be deposited with the Bank by successful L 1 bidders 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 contract period and will not bear any interest. Any loss to the Bank shall be made good from this amount. 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.
- 25. The Price/ Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.
- 26. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.

- 27. NBSC, Lucknow does not bind itself to accept the lowest bid (L1). NBSC, Lucknow reserves the right to accept or reject any /all tender/s in part or whole of any firm/firm without assigning any reasons whatsoever.
- 28. The decision of the Bank shall be final and binding with regard to technical and price bids. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.
- 29. Tenderers must ensure attachment of relevant documents, supporting the Pre- Qualification Criteria and Technical Document Sheets.
- 30. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to "Principal, NBSC Sector-H LDA Colony Kanpur Road Lucknow." who will review the queries and if information sought is not clearly indicated or specified, NBSC, Lucknow will issue clarifications to all the tenderers which will become part of the Tender Document. NBSC, Lucknow 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 NBSC, Lucknow before three working days prior to the last date of submission of the tender.
- 31. The successful bidder shall execute an 'Articles of Agreement' of work contract with NBSC in accordance with the standard / prescribed format (Annexure V) enclosed within 15 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.

Sd/-

Jayant Vishnu Deputy General Manager

### SCHEDULE OF EVENTS

Bid Document Availability	The bidding document can be downloaded from		
	website:	www.nabard.org / www.nbsc.in	
	From	14 <sup>th</sup> February 2025	
	To :	07 <sup>th</sup> March 2025	
Tender Processing Fees	Not Appl	icable	
Earnest Money Deposit (EMD)	Rs.5000	0/-	
Pre-Bid meeting	1100 hr:	s. on 24 <sup>th</sup> February 2025	
Last date of submission of Tender	Up to 1400 hrs. on 07 <sup>th</sup> March 2025		
Opening of Bids	<b>1600 hrs. on 07<sup>th</sup> March 2025</b> Authorized representatives of vendors may be present during opening of the Bids. However, Bids would be opened even in the absence of any or all of the vendors' representatives.		
Contact Details :	NT-t		
Address for Communication	National Bank Staff College, 1 <sup>st</sup> floor DPSP Section,		
And submission of a bid.	Sector-H, LDA Colony,		
		Road, Lucknow -226012	
Telephone	Landline	0522 2497020	

# PART I

# **TECHNICAL BID**

The information contained in this Tender Document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank Staff College, NBSC, Lucknow 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 NBSC, Lucknow 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 the formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its 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 advice. National Bank for Agriculture & Rural Development, NBSC, Lucknow 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, NBSC, Lucknow 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 enabling the Bank in defining the requirements for engaging the Services of an Agency for providing hiring of Taxis 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.

#### **GENERAL INSTRUCTIONS & CONDITIONS:**

- 1. The 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 Staff College, NBSC, Lucknow invites tender from reputed eligible rental agencies, which are locally based at Lucknow with its permanent branch office in Lucknow through two bid systems 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) from all eligible Taxi Rental Agencies at NBSC-Lucknow and should be addressed to The Principal –NBSC, DPSP, Sector H, LDA Colony, Lucknow. The financial bid shall not have any corrections/ omissions in figures/ words; otherwise, the same will be treated as an invalid offer/tender.
- 4. There is no need to submit any EMD (Earnest Deposit) amount for MSE registered vendor/consultant/agency. As this is a 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 for the technical bid. The date for the opening of price bids of technically qualified bidders will be intimated by mail or by phone.
- 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 NBSC, Lucknow for 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 mutually agreed terms and conditions. The renewal shall be at the sole discretion of NBSC-Lucknow.
- 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. The Pre-Bid meeting is scheduled to be held on 24<sup>th</sup> February 2025 at 11:00 Hrs. in the Conference Hall on the first floor of NBSC, Lucknow. The clarifications being sought in the pre-bid meeting should be submitted in writing at least 2 Working days before the date of the pre-bid meeting by email to nbsc@nabard.org. All the clarifications of the pre-bid meeting will be part of the tender and will be updated and uploaded on the NABARD website. If any discrepancy, omission, ambiguity, or any doubt in the meaning of the tender documents is not brought to the notice of NBSC, Lucknow within three working days from the last date of submission of the tender then NBSC, Lucknow shall not be responsible for the same.

- 10. NBSC, Lucknow reserves the right to accept or reject any tender in whole or in part, and NBSC, Lucknow shall not be bound to accept the lowest (L1) tender or any tender.
- 11. Tenders that do not fulfill all or any of the conditions of NBSC, Lucknow, or are incomplete in any respect and if the tenderer imposes his conditions in the tender in addition to the conditions specified by NBSC, Lucknow, the tender will be rejected.
- 12. NBSC, Lucknow will disqualify/debar from the Contract eligible process, all bidders who do not sign the Integrity Pact or violate its provisions.
- 13. The validity of the offer will be 90 days from the date of opening of the price bid.
- 14. The Price/Financial Bid shall be opened later after a 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 or deed as mentioned in the Tender.
- 15. The Price/ Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.
- 16. NBSC, Lucknow does not bind itself to accept the lowest bid (L1). NBSC. Lucknow reserves the right to accept or reject any/all tenders in part or whole of any firm/firms without assigning any reasons whatsoever.

# 17. The decision of NBSC. Lucknow shall be final and binding regarding technical and price bids.

- 18. The tender will be rejected if any bidder proposes any deviation from the prescribed technical criteria requirement.
- 19. Tenderers must ensure attachment of relevant documents, supporting the Pre- Qualification Criteria and Technical Document Sheets.
- 20. The bids shall remain valid and open for acceptance for **90 days** from the date of opening of Price Bid.
- 21. NBSC, Lucknow 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.
- 22. NBSC, Lucknow reserves the 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.
- 23. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to "The Principal, NBSC," Lucknow who will review the queries and if the information sought is not indicated or specified, NBSC, Lucknow will issue clarifications to all the tenderers which will become part of the Tender Document. NBSC, Lucknow will not be responsible if the discrepancies, omissions, or ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of NBSC, Lucknow three working days before the last date of submission of the tender only.

- 24. 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.
- 25. 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.
- 26. Earnest Money Deposit (EMD) of Rs.50000/- (Rupees Fifty Thousand Only) is to be deposited through NEFT/RTGS as per details given below. After depositing the EMD amount, the tenderers are advised to send an email to nbsc@nabard.org with the details of the transaction (UTR No.) and enclose the copy of the transaction on report in the technical bid. Tender without EMD shall be rejected. However, MSMEs as defined in MSME Procurement Policy issued by GoI are exempted from submitting the EMD, a copy of the registration certificate needs to be enclosed with the Technical Bid.

Payee Name :	NABARD
Current Account No :	NABADMN07
Name of the Bank :	NABARD
IFSC Code :	NBRD000002

# Scope of Work

# 1. Supply of Taxis on Hire Basis.

- a) The Bidder shall supply Taxis/Cars/vehicles as per our requirement daily, which will be notified by email or over the telephone or WhatsApp. The Taxis shall be registered as tourist/ cab vehicles in Uttar Pradesh and possess valid taxi permits. It is to be clearly noted that the Taxis may have to go to any part of Uttar Pradesh or other states of India (all India permit) in case of requirement. Bidder shall provide the list of vehicles owned by it in Annexure – III as mentioned in the tender documents.
- b) **Duration of Contract** The contract may be valid initially for Twelve months (12) months from the date of agreement. The Principal, NBSC, Lucknow reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond two years (one year each time) at each occasion. However, if for any reason the contract is terminated by any of the parties, the contractor shall provide his services until NBSC makes another or alternate arrangement.
- c) The contract period is from **01.04.2025 to 31.03.2026** or commencement of contract. 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.
- d) The taxi hiring agencies eligible (bidder) should be locally based at the Lucknow Branch or the permanent office at Lucknow with its permanent office in Bharat/India. The eligible agency should have a permanent booking desk, which is manned 24x7 by mail or WhatsApp or other mode of communication.
- e) The company/applicant should have its office and garage in Lucknow operated with adequate staff for round-the-clock service.
- f) The bidder must have successfully executed/completed at least one work amounting to ₹ **10, 00,000/-** for the supply of vehicles to one single institute/Organization

or

g) Two similar works amounting to ₹<u>6, 25,000/-</u> each of two institutes/Organizations

Or

h) Three similar works amounting **to ₹ 2, 50,000/-** each 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/Organization

# 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 the price range is concerned:-

S.No.	Segment	Proposed Variants of Vehicles to be Hired		
1	Hatch Batch Segment	Wagnor-R, Tiago, Renault-Kwid, Hundai-120, Tata Tiago or equivalent.		
	Mid Segment Sedan	Toyota Etios, Honda Amaze Hyundai-Xcent, Swift Dzire, Hyundai Aura etc or equivalent.		
3	Luxury Sedan	Honda City, Hyundai Verna etc or equivalent		
4	SUV MID	Marrazo , Ertiga,Kia,Seltos or Equivalent,		
5	SUV -LARGE	Innova Crysta, Tata Hexa, Tata Harrier, Scorpio, or equivalent.		

# 3. VEHICLE-RELATED DETAILS:

S.No.	Segment	Proposed Variants of Vehicles to be Hired
1	VIP Fleet	Fortuner, Innova hycross, Kia carnival, BMW,or Equivalent.
2	12, 17, 24 Seater	Tempo traveler or equivalent
3	45-seater	Luxury Bus or Equivalent,

# 4. <u>VEHICLE-RELATED DETAILS:</u>

S N	Segment	Ownership	Ownership	
1	All types of		1 0 0	
	,	<u> </u>	proof of ownership of a	
	SUVs/		minimum of 5 commercial Taxis	
			owned by the proprietor only.	
2.	All types of	Copies of RC books	Copies of RC books regarding	
	Tempo Travelers	regarding proof of	proof of ownership of a	
	or BUS	ownership of a	minimum of 2 commercial	
		minimum of 02 or	Vehicles are legally attached to	
		legally attached vehicles	the firm or eligible agency.	
		on contact.		
3	All Above	The Taxis should not be	Proof submitted as copies of RC	
	mentioned	more than 5 years old.	with valid permits.	
	vehicles		-	
		Audited Delemes Chest		
4	The agencies		2021-22, 2022-23 & 2023-24.	
		, ,	Copies should be attached duly	
		for the last 3 years.	attested by CA with a stamp.	
	turnover of Rs.8			
	Lakhs			

# TERMS AND CONDITIONS

- 1. Travel to places in and around Lucknow 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 Lucknow 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 Lucknow etc. Outstation night halt charges will be payable in that case.
- 2. 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 NBSC office at a particular point of time.
- 3. 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 NBSC-Lucknow. Non-compliance to this requirement, shall be treated as default of contract & NBSC-Lucknow would have right to take necessary action against bidder as per provision of tender documents.
- 4. 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 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. The rate quoted should exclude all taxes. However, all applicable taxes should be mentioned separately. Toll and parking charges shall be paid on production of original receipt. 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.
- 5. NBSC-Lucknow 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. NBSC-Lucknow reserves the right to reject any or all offers without assigning any reason whatsoever.
- 6. L1 rates for each category as per financial bids of vehicle will be computed. Only Vendors willing to provide all vehicles at these L1 rates will be further eligible to execute a rate contract. Taxis may be hired from any of the eligible Taxis hire agencies as and when we require. The Bank and the eligible vendors will have to execute a rate contract that will remain valid for One years. The Contract shall be executed in duplicate. The Bank and the Vendor shall be entitled to one copy each.
- 7. The company/applicant should have its office and garage at Lucknow operated with adequate staff for round the clock service. All the vehicles should be owned by company/applicant and have valid tax permit. The applicant should have applicable tax registrations like GST etc.

- 8. The eligible vendor shall be solely responsible for full compliance with the provisions of the "Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complain of sexual harassment is received in the Bank against the eligible vendor/s, the complaint will be referred to the appropriate committee constituted under the said act. The eligible vendor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- 9. The eligible vendor 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 eligible vendor during the course of discharging its contractual obligations to any third party and shall at all times hold the same in strictest confidence. The eligible vendor 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 eligible vendor 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 eligible vendor and the vendor shall be liable for damages.
- 10. The eligible vendor shall take all appropriate actions with respect to its employees to ensure the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The eligible vendor's obligations with respect to non-disclosure and confidentiality will survive the expiry or the termination of this agreement for whatever reason.
- 11. If the parties cannot amicably settle a dispute, the parties agree to resolve the same by arbitration proceedings within the Lucknow Jurisdiction.
- 12. The vehicle shall be always kept in good running condition. The agency at its own cost will arrange the procurement of fuel, lubricants, spares etc. Routine maintenance, repair, frequent check-ups, servicing, overhauling, payments of wages to drivers etc, will be the agency's liability.
- 13. 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.
- 14. Service provider to be governed by the latest guidelines of Lucknow Municipal Corporation (LMC) and Transport Department, UP Govt.
- 15. One set of photocopies of all the above documents along with two copies of driver's licenses shall be submitted to NBSC, Lucknow. All drivers should have uniforms, mobile phones & driving license in their own name.
- 16. 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, NBSC, Lucknow 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.

- 17. 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.
- 18. 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.
- 19. Driver should be presentable. Uniform and shoes shall be provided to the drivers and no additional reimbursement will be made on this account. All the drivers should have valid driving licenses, uniforms & smart mobile phones. They should be courteous, well conversant with roads/routes around Lucknow and suburbs and able to converse in Hindi/English. If a driver is found without proper uniform, a deduction of Rs.500/- per trip may be done.
- 20. In addition to Local language, the driver preferably should have knowledge of English and Hindi and have good knowledge of Lucknow and districts in vicinity. The Driver must possess mobile phone in working condition with internet facility. All the papers viz. insurance, registration, road tax, pollution related to the vehicle must remain with the driver.
- 21. Placard with all guest details is mandatory in airport pickups, However, if a vehicle is found without this mandatory Placard with all guest details a deduction of Rs 500/- (Five hundred only) per trip may be done.
- 22. In the 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 NBSC, Lucknow on production of a receipt.
- 23. NBSC, Lucknow reserves the right not to accept any driver/vehicle on duty who does not fulfill the above requirements and the alternate driver/vehicle will be made available at the earliest. eligible Vendors should convey, without fail, at least 6 hours before reporting time, the Taxis no, driver's name and mobile no to officials of Taxis desk and to the guest and PSO/CT/Travel desk by SMS/WhatsApp and by E mail. In case the vendor fails to provide cab / vehicle on our request, the NBSC shall be free to cancel the contract of the vendor and de-list him from the panel without any notice.
- 24. 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 journeys of a minimum of 200 kilometers per day will be paid for all taxis and a minimum of 250 Kms for Tempo Traveler and Bus. The driver should report for duty at the specified time and remain with the Taxis during duty hours. He must ensure to fill the duty

slip details – garage out time, k.m., release time k.m., parking charges etc. and have it signed by the guest. NBSC 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 by the Bank from the pending bill of the contractor.

- 25. Vehicles should be clean and proper and should be provided with at least one (01) bottle of branded mineral water of 01 liter, one English / Financial newspaper of that day, suitable tissue paper/napkin box and an umbrella. No extra charges would be paid for the same. However, if a vehicle is found without these mandatory amenities a deduction of Rs 500/- (Five hundred only) per trip may be done.
- 26. Bills may be submitted to the Bank, along with duty slips, fortnightly for payment. While making payment, Bank will deduct applicable taxes at source and issue certificate in this regard. In case vehicle booked with the agency comes late, office may return vehicle without any compensation.
- 27. The contractor shall be required to raise bills for monthly payments as per requirement of Taxis mentioned above in Terms and Condition of Tender for NBSC. On each requirement of taxis, the booking desk will mention the mail /communication regarding the bill for NBSC. Eligible agencies will raise bills accordingly.

# **Terms of Payment**

a)	The bills will be raised on Monthly basis and would be settled normally within a reasonable period. Adequate care must be taken that bills from the period for which the bills have already been cleared are not raised again. A certificate (format will be provided by NBSC) will be enclosed with the bills every time you submit the bills.
b)	All payments will be made through e-payments after due statutory deductions.
c)	Any objection regarding the payment received by the tenderer may be brought to the notice of the Bank within 10 days of the date of the payment. In case no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.

# PRE – QUALIFICATION CRITERIA.

- 1. The taxi hiring agencies eligible (bidder) should be locally based at the Lucknow Branch or the permanent office at Lucknow with its permanent office in Bharat/India. The eligible agency should have a permanent booking desk, which is manned 24x7 by mail or WhatsApp or other mode of communication.
- 2. The company/applicant should have its office and garage in Lucknow operated with adequate staff for round-the-clock service.
- 3. 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 previous 3 years.
- 4. 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.

All information mention in table should be supported by work orders and documentary evidence. The documents submitted thereon as proof shall be evaluated as per the table given below:-

Sl.No	Particulars	Range	Marks
1	Type of the Organization	Company/Public	10
		Proprietor/Partnership Society	5
2	Office in Lucknow District	Own Premises	10
		Rented Premises	5
3	Work Experience - Departments during the preceding 3 years.	RBI/ SEBI / Public Sector Banks/ PSUs/ Central Govt/State Govt/ AIFIs	20
		Reputed private companies/other institutions	10
4	Average turnover in the last three financial year ending March 2024 i.e. (2021-22,	More than Rs.20.00 Lakh	20
	be verified by competent authority of the agency)	Less than Rs.20.00 lakh	10
5	Fleet of SUV/Premium	More than 10	20
	Sedan/ Cars owned by the agency	Less than 10	10
6	Number of vehicles Tempo Travellers /BUS owned by	More than 2 Vehicles	20
	agency	Less than 2 Vehicles	10

# For qualifying the technical evaluation the agency should score 50% or above 50% i.e. 50 marks or above 50 marks

- 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 fulfils the criteria in different categories will be evaluated by taking average mean marks of different years.
- 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 the supply of vehicles to one single institute.

or

Two similar works amounting to ₹**6, 25,000/-** each of two institutes

Or

Three similar works amounting **to ₹ 2, 50,000/-** each 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.

## **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) Bidders must submit the above information in Technical Bid with relevant documents in support of the same.
- d) If desired/ prescribed information as mentioned in Tender 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. No Bid received after the deadline shall be entertained.
- g) Copies of the RC books regarding proof of ownership of minimum 5 cars.
- h) Copies of the current contract/agreement/work order from Public Sector Banks/Public Sector Undertaking/State/Central Government Departments entered into during preceding 3 years.
- i) IT Returns for the preceding 3 years.

j) Copy of General Terms and Conditions duly agreed upon and countersigned by the bidder.

# **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.

# **QUALIFICATION OF THE TENDERER**

Part 1 of Quotation i.e. "Technical Bid" will be evaluated based on the Pre – Qualification Criteria mentioned in the tender document and supporting documents submitted by the Agency.

The Evaluation / Selection Criteria is provided at above table. Offers from Agencies scoring 50 or more that 50 Marks as per evaluation criteria shall be considered as qualified for opening of Financial Bid.

The Bank reserves its rights to constitute a committee for evaluation and to verify the performance and authenticity of the documents submitted by the Agency from any of its client, on Bank's own discretion.

Incomplete Offers or Conditional Offers will be summarily rejected. Information relating to the evaluation of Offers shall not be disclosed to Agencies or any other persons not officially concerned with the process until information on contract awarded is communicated to all Agencies.

Part 2 of Quotation i.e. Financial Bids will be opened on separate date which shall be communicated only to the agencies who qualify and are selected in the technical evaluation. The selected agencies who choose to be present for the Financial Bid opening may do so as per the schedule. However, the Financial Bids shall be opened as per the schedule, even if none of the agency chooses to be present.

The Financial Bids shall be evaluated on the basis of following, the lowest rate quoted by any of the vendor for any duty/work item under a vehicle category will be taken as L1 rate for that item of work (under that vehicle category) and accordingly L1 rate chart for vehicle category will be prepared and offered to all technically qualified vendors. The same methodology will be applicable for all vehicle categories. The L1 rates arrived so will be offered to all technically qualified vendors accepting L1 rates would be eligible to provide taxi services.

The rates will remain fixed during the empanelment period. Only such tenderers among above shall be considered for eligible who agree in writing to work at the lowest rates quoted under each category of vehicles and under different duties. Until a final contract is prepared and executed, the work order/ notification of award shall constitute a binding contract.

- a. NBSC, Lucknow reserves the right to carry out capability assessment & office visit of the bidders and its decision shall be final in this regard.
- b. Conditional tender shall not be entertained.
- c. Alternative Proposals / Time for Completion shall not be permitted.
- d. The intending tenderer shall pay EMD as mentioned in the Notice Inviting tender /Bids. Tender without EMD will be rejected
- e. The rate quoted should exclude all taxes.
- f. Failure to furnish all / any information or documentation required by the Tender Document may result in the rejection of the Tender.
- g. Any canvassing by or on behalf of the Tenderer or to bring political or other outside influence with regard to 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.
- h. 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.
- i. 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.
- j. In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender
- k. After eligible of successful bidders, NBSC, Lucknow will assess their performance for first ninety days and after satisfactory performance in these three months, NBSC, Lucknow will render confirmation to the service providers in this regard. In case of unsatisfactory performance during initial ninety days, NBSC, Lucknow will have the right to remove the concerned service provider from vendors' panel.
- I. Tenders received after the due date and time shall be summarily rejected.
- m. 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.
- n. The bidder/ agency must be able to provide different categories of vehicles having valid taxi/ car permits and other statutory clearances.

- o. 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 labourers for the aforesaid work and give assurance every year in this regard.
- p. The Bidder firm / Agency shall ensure that the taxis / cars provided by him/ them are registered under Motor Vehicle Act 1988.
- q. The vehicles provided should be authorized to be used as taxis / cars and should have proper permission/ permit to travel in Uttar Pradesh and other states of India.
- r. 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 black listed by any office of NABARD or any other establishments. Declaration should be given as per Annexure II of this document.
- s. The service provider / agency shall arrange to obtain police verification certificate regarding the attachments of the persons / drivers engaged by him.
- t. In case the service provider is not able to provide the category of car for which booking has been made by the bank, he has to provide higher category of vehicle. However, payment will be made for the category of vehicle demanded by the bank.
- u. 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.
- v. The persons engaged by the service provider / agency will be the employees of the agency and neither the agency nor the labourers shall have any right to claim any employment in the bank.
- w. 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.
- x. 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 NBSC, Lucknow.

# 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 out rightly.
- 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 NBSC, LUCKNOW 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.

# SPECIFIC TERMS AND CONDITIONS

- 1) Award of Contract: L1 rates for each category of vehicle will be computed as per financial bids. Only Vendors willing to provide all vehicles at L1 rates will be further eligible for booking of taxis after their willingness to provide on L-1 rates in written format. Taxis may be hired from any of the eligible hire agencies as and when we require. The Bank and the eligible vendors will have to execute a rate contract that will remain valid for one year.
- 2) NBSC-Lucknow also reserves the right to accept or reject part or full tender at its sole discretion without assigning any reasons thereof.
- 3) NBSC-Lucknow reserves the right to carry out capability assessment & office visit of the bidders and its decision shall be final in this regard.
- 4) Conditional tender shall not be entertained.
- 5) Alternative Proposals / Time for Completion shall not be permitted.
- 6) The intending tenderer shall pay EMD as mentioned in the Notice Inviting tender /Bids. Tender without EMD will be rejected.
- 7) The rate quoted should exclude all taxes.
- 8) Failure to furnish all / any information or documentation required by the Tender Document may result in the rejection of the Tender.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender.
- 13) After eligible of successful bidders, NBSC-Lucknow will assess their performance for first ninety days and after satisfactory performance in these three months, NBSC-Lucknow will render confirmation to the service providers in this regard. In case of unsatisfactory performance during initial ninety days, NBSC-Lucknow will have the right to remove the concerned service provider from vendors' panel.

- 14) Tenders received after the due date and time shall be summarily rejected.
- 15) 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.
- 16) The bidder/ agency must be able to provide different categories of vehicles having valid taxi/ car permits and other statutory clearances.
- 17) 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.
- 18) The Bidder firm / Agency shall ensure that the taxis / cars provided by him/ them are registered under Motor Vehicle Act 1988.
- 19) The vehicles provided should be authorized to be used as taxis / cars and should have proper permission/ permit to travel in Uttar Pradesh and other states of India.
- 20) 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.
- 21) The service provider / agency shall arrange to obtain police verification certificate regarding the attachments of the persons/drivers engaged by him.
- 22) 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.
- 23) 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.
- 24) The persons engaged by the service provider/agency will be the employees of the agency and neither the agency nor the labourers shall have any right to claim any employment in the bank.
- 25) 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.
- 26) Future Price Escalation: No other escalation like increase in price of spares, mobiles, labour cost, lubricants etc. shall be payable by NBSC-Lucknow

- 27) FUTURE PRICE ESCALATION FOR DIESEL /PETROL will not be considered during duration of the contract.
- 28) The drivers will comply the orders given by the authorized officers of the bank and will observe the rules and regulations of the bank regarding safety and security.
- 29) 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.
- 30) 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.
- 31) NBSC-Lucknow 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.
- 32) In cancellation of vehicle by the bank, no charges will be paid to the agency by the bank.
- 33) 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 decision of Principal, NBSC-Lucknow 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.
- 34) 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.
- 35) **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 eligible , 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.

- 36) The Sexual Harassment of women at workplace:
  - a. 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."
  - b. 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.
  - c. 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.
  - d. 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.
  - e. The agency shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

#### Settlement of dispute:

All disputes and differences of any kind in this regard shall be referred to the Principal, NBSC-Lucknow for settlement who shall state his/her decision in writing, which will be binding on both the parties.

#### 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.

### **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 contract shall be resumed as soon as practicable after the event do receased 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.

# 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 eligible car hire agencies as and when we require.
- b. The service provider shall provide sufficient variants of vehicles having taxi permits as per the requirement of the Bank.
- c. All vehicles provided to the Bank shall have valid permits 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 driver 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 kilometre 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 Kilometre should be in good condition. **Night charges will be payable between 10:01 PM and 06:01 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, NBSC -Lucknow 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).
- 1. 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 48months.
- 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 for taxies and for tempo travellers minimum is 250 KM.

- 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.

#### **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 NBSC-Lucknow against original receipts in proof of such payment.
- b. Parking charges at all places including outstation duties shall be reimbursed by NBSC-Lucknow to bidder on actual basis on production of proof/cash receipts. Parking charges will not be entertained if the vehicle is reporting at NBSC 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 placard in the name of the guest and park the car in parking only to avoid any inconvenience. NBSC-Lucknow 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 NBSC-Lucknow :
  - 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
  - vii. Night torch
  - viii. Mineral Water bottle 500ml. X 4 bottles (Reputed Make)
    - ix. English & Hindi News Paper xi. Small Hammer for breaking the window glass in case of emergency.
    - x. Fire Extinguisher
    - xi. 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:
  - 1. One pair of new hand towel to be changed on daily basis
  - 2. Face wipes
  - 3. 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. NBSC-Lucknow 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, NBSC-Lucknow 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 NBSC-Lucknow 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. NBSC-Lucknow 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.
- 1. 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 kilometres, end kilometres, 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 30 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, in case of breakdown of a vehicle provided to NABARD officers and staff/Guests.
- t. The agency should provide cars on written or verbal instructions over mail or phone. A confirmatory message to be sent immediately. The agency is also expected to provide car at short notice from NBSC-Lucknow. In case either the agency fails to provide taxi on our request, verbal over phone or written, NBSC-Lucknow 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 at least 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 eligible 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 60 months old. NBSC-Lucknow reserves the right not to accept any car whose look/ comfort/ condition is not acceptable and the payment against the same shall not be made.
- z. For operational flexibility, NBSC-Lucknow reserves the right to award the job to any eligible Bidder.
- aa. In case the service is found to be unsatisfactory, the NBSC-Lucknow reserves the right to terminate the contract by giving one month's notice in writing and without any compensation in lieu thereof.

#### **PAYMENT TERMS & CONDITION**

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

#### **PAYMENT CONDITION**

- i. The payment shall be made as per the financial quotes submitted by the service providers and accepted by the buyer. TDS/statutory taxes as applicable shall be deducted from the payment. If applicable, RCM will be levied. 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 Thirty days and not later than forty- five days of production of bills. Payment will be made through electronic mode.

#### PAYMENT CYCLE

- ii. Payment shall be made once the service provider submits the invoice for the same as per the prescribed process flow.
- iii. Bank shall make the payment within prescribed timelines as per the payment process flow upon the submission of invoice.

#### iv. All the bills to be submitted in the first week of every month without fail.

#### PAYMENT PROCESS

- a. Payment shall be made only after submission of invoices. Non submission may lead to delay in payment.
- b. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service provider shall not have any objection on the same.
- c. Payment will be made through bank transfer only, in no circumstance cash/cheque payment will be made.

#### 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 eligible vendor 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 eligible vendor during the course of discharging its contractual obligations to any third party and shall at all times hold the same in strictest confidence. The eligible vendor 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 eligible vendor 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 eligible vendors and the vendor/shall be liable for damages.

#### **DISPUTE RESOLUTION**

- a. Any type of disputes arising out from either side will be resolved through arbitration by court within Lucknow 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.

### 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 eligible , I/We would be under the obligation to supply taxis / cabs to NABARD NBSC Lucknow 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 eligible .
- 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

#### 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

### ANNEXURE – III LIST OF VEHICLES OWNED

Sl. No.	Make of Vehicle	Registration No.	Model & Year of Manufacture	Present Mileage	
	Mid Segment				
	Toyota Etios, Hyundai-Xcent, Swift Dzire, Amaze Honda, Hyundai Aura etc or equivalent.				
(b)	Luxury Sedan Honda City, Hyundai Verna etc or equivalent				
(c)	Mid SUV Marrazo , Ertiga,Kia seltos or Equivalent,				
(d)	High -End SUV Innova Crysta, Tata Hexa, Tata Harrier, Scorpio, or equivalent.				
(e)	Hatch Batch Segment Wagnor-R, Tiago, Renault- Kwid, Hundai-120, Tata Tiago or equivalent				
(f)	Tempo Traveler & Bus or equivalent				

- **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 National Bank Staff College Lucknow may not take cognizance of this.

Signature of the Authorized Representative Bidder Stamp / Seal

## Annexure IV

Sl.No.	Information Required	Information submitted by the Applicant (Attach Separate Sheet if Required)
1.	Name of the Organization	
2.	Type of Organization, whether	
	Proprietorship, Partnership,	
	Company, Society etc.	
3.	Name of the Proprietor/	
	Partners/Directors	
4.	Authorized 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	Banker's Name :
	and	Branch Address :
	Bank Account Details (A	Contact No :
	cancelled Cheque should be	Type of Account :
	attached along with this)	Account No. :
	_	IFSC No :
8.	Annual Turnover	
	2021-22	
	2022-23	
	2023-24	
9.	Registered office address and	
-	telephone number	
10.	Office address through which the	
	work will be handled	
11.	0	
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# **BASIC INFORMATION OF THE CONTRACTOR**

16.	List of Taxis 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 list	
	should be 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:

1) Registration under Shops and Establishment Act.

2) Work-orders/Experience certificates from clients (Government /Semi-government /public sector undertakings, Banks etc.) also indicating the period of Taxis hire service provided by the contractor.

3) PAN Card.

4) GSTIN

5) Cancelled Cheque

6) Audited Balance Sheet & P & L A/C statement for financial year 2021-22, 2022-23 & 2023-24

7) List of owned Taxis (category wise) with details viz. Model, Registration Number, and Date of Purchase etc.

8) All documents pertaining to technical scrutiny evaluation page no-19 & 20 indicating provided by the contractor

Note: The Bank reserves the right to call for proof/verify the furnished information.

## NATIONAL BANK STAFF COLLEGE, LUCKNOW

#### FORM OF AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_\_ day \_\_\_\_\_\_ (Month) \_\_\_\_\_\_ (Year) Between National Bank for Agriculture and Rural Development (NABARD) through the Principal, National Bank Staff College, Lucknow (hereinafter called "the NBSC, Lucknow " which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND \_\_\_\_\_\_\_ (Name and address of the contractor) through Shri \_\_\_\_\_\_, authorized representative (hereinafter called "the contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Taxi Services to its Campus situated at Sector H, LDA Colony, Kanpur Road, Lucknow – 226012.

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, viz:

- a. Letter of acceptance of award of contract;
- b. Terms and Conditions;
- c. Notice inviting Tender and the terms and conditions contained in the Tender;
- d. Bill of Quantities;
- e. Scope of work;
- f. Addendums, if any; and
- g. Any other documents forming part of the contract.

3. In consideration of the payments to be made by the NBSC, Lucknow to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the NBSC, Lucknow to execute the Taxi hiring services w.e.f\_\_\_\_\_\_ as per the provisions of this Agreement and the tender document.

4. The NBSC, Lucknow hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. (Rupees in words

5. Being the sum stated in the letter of acceptance 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.

6. 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 Authorized Signatory of National Bank Staff College, Lucknow
(Signature of Witness 1) Name of Witness
Address of Witness
(Signature of Witness 2)
Name of Witness
Address of Witness

### **INTEGRITY PACT**

Between

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

### And

Preamble

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 serf 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

 The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of Page 46 of 58 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

- Dr.Rabindra Kumar, IFOS (Retd), 37, Bhagirathipuram GSM Road, Dehradun, Uttarakhand Pin-246001 Email : rabindra\_vs@yahoo.com.
- Shri Jagdeep Kumar Ghai, P&TA, FS (Retd), Flat 1032, A Wing, Vanashree Society, Sector 58 A&B, Palm Beach Road, Nerul, Navi Lucknow – 400706. Email : jkghai@gmail.com
- (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. he 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. Lucknow .
- (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)	(For & on behalf of the Bidder/Contractor)			
(Office seal)	(Office seal)			
Name	Name			
Place	Place			
Date	Date			
Witness 1	Witness 1			
Name	Name			
Address	Address			
Witness 2	Witness 2			
Name	Name			
Address	Address			

# FORMAT FOR CLIENT'S REPORT (ON CLIENT'S LETTER HEAD)

Performance details of the Firm: M/s

Located at:

-		
1.	Work order/reference No.	
2.	Gross Value of the Contract(in Rupees)	
3.	Date of commencement of Contract	
4.	Whether the Service carried out as per agreement and the scope of the work entered with the Firm	
5.	Reason for delay (if any)and whether any penalty/liquidated damage, if any, was imposed on the firm	
6	Comments on capabilities of the firm (indicate grading)	
a.	Quality of service provided by the firm	Outstanding/Very Good/ Good/Satisfactory/Poor
b.	Technical proficiency/competence	Outstanding/Very Good/ Good/Satisfactory/Poor
c.	Integrity and reliability of the partners/proprietors of the firm	Outstanding/Very Good/ Good/Satisfactory/Poor
d.	Integrity and reliability of the Personnel deployed	Outstanding/Very Good/ Good/Satisfactory/Poor
e.	Dealings in the execution of the work, adherence To schedule and time	Outstanding/Very Good/ Good/Satisfactory/Poor
7.	Did the firm go for arbitration?	
8.	Any other information in your view will help us in making our decision.	

Signature of the Reporting Officer Place

(Office Seal)

Place:

Date:

# **Financial BID**

#### Terms and conditions 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 may kindly 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. Night Charges will be applicable between 10.01 PM to 6.01 AM only.
- 6. 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 10 kms. (i.e. garage to first reporting point and last reporting point to garage) or at actual kilometers, whichever is lowest shall be taken into account for calculation of total mileage.
- 7. The price quoted to be mention in absolute figures or to the nearest rupees (not in paisa) example quote Rs.6/- per km not Rs.6.25 paisa.
- 8. In case the rates quoted are found unreasonable or abnormally low or high as per market rates or rates approved by Public Sector Banks/ Central Govt. / Public Sector Undertaking/ Central Government Departments/ Private Sector Entity/ Govt Institutions/Rates of Airport Taxi Union for pickup and drop and do not conform to the specifications or stipulations given in the tender documents, the financial bids submitted would be rejected outright and the final decision in this regard will be that of NBSC.
- 9. The bid not adhering to the above mentioned directions is liable to be rejected.

Signature & Seal of Bidder/ Tenderer

## ANNEXURE-A

## Price Bid for Normal Cars

S/N	Particulars	<b>Mid Segment Sedan</b> Toyota Etios, Amaze Honda, Hyundai-Xcent, Swift Dzire, Hyundai Aura etc or equivalent.
1	Airport Pickup and Drop 4 Hrs -40 Km	
2	8 Hrs 80 Km. (Full Day)	
3	Extra Kms.	
4	Extra Hours	
5	Over Night Charges	
6	Out Station Per Km.	

### **Terms & Conditions:**

(i) Out Station Charges is subject to minimum run of 200 Km's per day.

(ii) Miscellaneous charges such as Toll Tax, Parking will be paid extra.

(iii) Night Charges will be applicable between 10.01 PM to 6.01 AM only.

(iv) Rates will be applicable w.e.f the date of acceptance of the quotes for one year.

(v) Time & distance will be calculated on garage to garage basis subject to maximum 10 kms per trip.

(vi) Rates are exclusive of taxes. Taxes as applicable shall be paid extra.

Sign-Address

Date

### ANNEXURE-B

## Price Bid for Premium Cars

C/N	Particulars	Luxury Sedan
S/N		Honda City, Hyundai Verna etc or equivalent
		oquivalent
1	Airport Pickup and Drop 4 Hrs -40 Km	
2	8 Hrs 80 Km. (Full Day)	
3	Extra Kms.	
4	Extra Hours	
5	Over Night Charges	
6	Out Station Per Km.	

### **Terms & Conditions:**

(i) Out Station Charges is subject to minimum run of 200 Km's per day.

(ii) Miscellaneous charges such as Toll Tax, Parking will be paid extra.

(iii) Night Charges will be applicable between 10.01 PM to 6.01 AM only.

(iv) Rates will be applicable w.e.f the date of acceptance of the quotes for one year.

(v) Time & distance will be calculated on garage to garage basis subject to maximum 10 kms per trip.

(vi) Rates are exclusive of taxes. Taxes as applicable shall be paid extra.

Sign-Address

Date

### ANNEXURE-C

# Price Bid for SUV-Mid.

S/N	Particulars	SUV		
		Marrazo, Ertiga, Kia Seltos or equivalent,		
1	Airport Pickup and Drop 4 Hrs -40 Km/			
2	8 Hrs 80 Km. (Full Day)			
3	Extra Kms.			
4	Extra Hours			
5	Over Night Charges			
6	Out Station Per Km.			

### **Terms & Conditions:**

(i) Out Station Charges is subject to minimum run of 200 Km's per day.

(ii) Miscellaneous charges such as Toll Tax, Parking will be paid extra.

(iii) Night Charges will be applicable between 10.01 PM to 6.01 AM only.

(iv) Rates will be applicable w.e.f the date of acceptance of the quotes for one year.

(v) Time & distance will be calculated on garage to garage basis subject to maximum 10 kms per trip.

(vi) Rates are exclusive of taxes. Taxes as applicable shall be paid extra.

Sign-Address

Date

### ANNEXURE-D

### Price Bid for SUV-LARGE.

S.N	Particulars	SUV Large Innova Crista, Tata Hexa, Tata Harrier, Scorpio, or equivalent.
1	Airport Pickup and Drop 4 Hrs -40 Km/	
2	8 Hrs 80 Km. (Full Day)	
3	Extra Kms.	
4	Extra Hours	
5	Over Night Charges	
6	Out Station Per Km.	

### **Terms & Conditions:**

(i) Out Station Charges is subject to minimum run of 200 Km's per day.

(ii) Miscellaneous charges such as Toll Tax, Parking will be paid extra.

(iii) Night Charges will be applicable between 10.01 PM to 6.01 AM only.

(iv) Rates will be applicable w.e.f the date of acceptance of the quotes for one year.

(v) Time & distance will be calculated on garage to garage basis subject to maximum 10 kms per trip.

(vi) Rates are exclusive of taxes. Taxes as applicable shall be paid extra.

Sign-Address

Date

### ANNEXURE-E

## Price Bid for SUV Luxury.

S/N	Particulars	SUV Luxury
		Fortuner, Innova hycross, Kia carnival, BMW, or Equivalent.
1	Airport Pickup and Drop 4 Hrs -40 Km/	
2	8 Hrs 80 Km. (Full Day)	
3	Extra Kms.	
4	Extra Hours	
5	Over Night Charges	
6	Out Station Per Km.	

### **Terms & Conditions:**

(i) Out Station Charges is subject to minimum run of 200 Km's per day.

- (ii) Miscellaneous charges such as Toll Tax, Parking will be paid extra.
- (iii) Night Charges will be applicable between 10.01 PM to 6.01 AM only.
- (iv) Rates will be applicable w.e.f the date of acceptance of the quotes for one year.

(v) Time & distance will be calculated on garage to garage basis subject to maximum 10 kms per trip.

(vi) Rates are exclusive of taxes. Taxes as applicable shall be paid extra.

Sign-Address

Date

## ANNEXURE-F

# Price Bid for Traveller/Bus

		Traveller/Bus			
S/N	Particulars				
		Force traveller (12 seater AC)	Force traveller (17 seater AC)	Force traveller (24 seater AC)	45 Seater AC Luxury Bus or Equivalent
1	Airport Pickup and Drop 4 Hrs -40 Km/				
2	8 Hrs 80 Km. (Full Day)				
3	Extra Kms.				
4	Extra Hours				
5	Over Night Charges				
6	Out Station Per Km.				

### **Terms & Conditions:**

(i) Out Station Charges is subject to minimum run of 250 Km's per day.

(ii) Miscellaneous charges such as Toll Tax, Parking will be paid extra.

(iii) Night Charges will be applicable between 10.01 PM to 6.01 AM only.

(iv) Rates will be applicable w.e.f the date of acceptance of the quotes for one year.

(v) Time & distance will be calculated on garage to garage basis subject to maximum 10 kms per trip.

(vi) Rates are exclusive of taxes. Taxes as applicable shall be paid extra.

Sign-Address

Date

### ANNEXURE-G

S/N	Particulars	Hatch Batch Segment Wagnor-R, Tiago, Renault-Kwid, Hundai-120, Tata Tiago
1	Airport Pickup and Drop 4 Hrs -40 Km	
2	8 Hrs 80 Km. (Full Day)	
3	Extra Kms.	
4	Extra Hours	
5	Over Night Charges	
6	Out Station Per Km.	

### Price Bid for Normal Cars

### **Terms & Conditions:**

(i) Out Station Charges is subject to minimum run of 200 Km's per day.

(ii) Miscellaneous charges such as Toll Tax, Parking will be paid extra.

(iii) Night Charges will be applicable between 10.01 PM to 6.01 AM only.

(iv) Rates will be applicable w.e.f the date of acceptance of the quotes for one year.

(v) Time & distance will be calculated on garage to garage basis subject to maximum 10 kms per trip.

(vi) Rates are exclusive of taxes. Taxes as applicable shall be paid extra.

Sign-Address

Date