

ANNUAL MAINTENANCE CONTRACT TO PROVIDE TAXI HIRING SERVICES FOR TAMIL NADU REGIONAL OFFICE AT CHENNAI 2023-25



Department of Premises, Security and Procurement (DPSP),
NABARD, Tamil Nadu Regional Office
No.48, MG Road, Nungambakkam, Chennai – 600034
dpsp.chennai@nabard.org
044-28304421/4433

ISSUED TO	

Date of issue of tender document	22.02.2023 at 12.00hrs
Pre-Bid Meeting with bidders	02.03.2023 at 15.00hrs
Due date and time for submission of tender	15.03.2023 at 12.00hrs
Date and time of opening technical Bid	15.03.2023 at 14.00hrs
Date and time of opening financial Bid	Will be notified later to the technically qualified bidders



(signature & seal of Bidder) Date:





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Pre-Contract Integrity Pact

(to be executed on non-judicial stamp paper of Rs.200/- by all the participating vendors, and Hard copy to be submitted at NABARD chennai)

Between N	ational Bank for Agriculture and Rural Development (NABARD)
	hereinafter referred to as "The Principal" And
	1 1 6 6 1 1 1991 113 (6) 1 1
	hereinafter referred to as "The Bidder/Contractor"

Preamble

Section 1 -Commitments of the Principal

- The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- 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.
- ii. 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, provided 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.
- The Principal will exclude from the process all known prejudiced persons.
- 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:

The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in





the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.'

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 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 approachtheCourtswhilerepresentingthemattertoIEMsandshallwaitfor 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

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

Section 5 - Previous transgression



- The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anticorruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 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

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

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

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

Section 8 - Independent External Monitor

 The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is:

Shri Pramod Kumar Sangewar, IRSS (Retd.), House no. 12-5-65/1, Flat no. 109, Sri Harsha Sethuram Unique Vijayapuri Colony, Lalaguda South, Secundarabad 500017, Telangana.

Format for complaint to Independent External Monitor (IEM)

Particulars	
Name of the RO/ TE	
Name of Complainant/ Vendor	
Address and Contact No.	





Tenc	ler details:	
a)	Particulars:	
b)	Date of tender called for:	
c)	Last date of submission:	
d)	Date of opening tender:	
Natu	re of complaint, in brief:	
Supp evide	oorting documents enclosed/ ence	
Relie	f sought:	
100		

- 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 impactonthecontractual relations between the Principal and the Contractor. The parties offer to the `Monitor the option to participate in such meetings.
- 6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7. The monitor will submit a written report to the Chairman, NABARD within 8 to lo 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.
- 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

- This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 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.
- Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- 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
F	Bidde	er/Cor	ntracto	r)		

(Office seal)

(Office seal)

Place:

Date:

Witness 1:

Witness 2

(Name and address)

(Name and Address)

(signature & seal of Bidder)
Date:





PART - 1 Technical Bid





Important Definitions

- 1. "NABARD" means National Bank for Agriculture and Rural Development.
- "The Bank" means NABARD, Tamil Nadu Regional Office, Chennai.
- "Recipient", "Respondent" and "Bidder" means respondent to the Tender Document.
- 4. "RO" means Regional Office.
- Selected Bidder and Bank shall be individually referred to as "Party" and collectively as "Parties".
- 6. "Bid" means response to this Tender Document.
- 7. "Tenderer" or "Contractor" shall mean the individual, or Manager of the firm or company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
- 8. "Contract Price" shall mean the final accepted rates in the Bill of Quantities.
- 9. "Accepting Authority" shall mean the Chief General Manager of the National Bank for Agriculture and Rural Development (the Employer), 'Approval' wherever used in the specifications or scope of work shall mean, approved by or approval of the 'Accepting Authority' in writing.
- 10. Notice in writing or written notice shall mean a notice in writing typed or written characters delivered to or sent by contractor, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
- "Letter of Acceptance" shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.
- "Agreement" means these terms together with any Booking accepted by the Contractor in writing and terms and conditions mentioned in Tender Document.

"Cancellation" means any cancellation by the Bank of the Services after



acceptance of Booking

- 14. "Hire Period" means the period of time set out in the Booking or during which the Services are performed, whichever is longer, as amended by agreement or in accordance with this Agreement.
- 15. "Pick-up Address" means the address stated in the Booking where the Services will commence.
- 16. "Pick-up Time" means the date and the time or time slot set out in the Booking or communicated by you to us for commencement of performance of the Services.
- "Booking" means any booking from the Bank and acceptance by the Contractor.
- 18. "Services" means the services of a chauffeur-driven Air-conditioned Vehicle starting from the Pick-up Time at the Pick-up Address.
- "Unacceptable Behaviour" means not wearing a seat-belt, opening or closing doors (this must be done by the chauffeur), leaning out of the window of the Vehicle, exceeding the maximum permitted number of Passengers, smoking or Chewing Pan/Tobacco in the Vehicle, being under the influence of alcohol or under the influence of or in possession of any illegal/intoxicating substance, being rude, violent, aggressive or a danger or potential danger to himself or any other person, being rowdy or being in any way in an unfit state to travel.
- 20. "Vehicle" means the vehicle with the registration number referred to in the Booking or any replacement vehicle agreed by the parties.
- "Writing" includes any written paper document, any fax, mobile text and any e-mail correspondence.





Disclaimer

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

This Tender Document is not an agreement and is not an offer or invitation to bid by NABARD, Tamil Nadu RO, Chennai to any party other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Tamil Nadu RO, Chennai 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, Tamil Nadu RO, Chennai may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

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

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging the Taxi Hiring services for Regional Office of NABARD, Tamil Nadu RO as mentioned in the Scope of Work.





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





NB.TN/DPSP/ 233/Hiring of cars /2022-23

Date: 2, 2 2023

NOTICE INVITING TENDER

M/s.

Dear Sir

ANNUAL MAINTENANCE CONTRACT TO PROVIDE TAXI HIRING SERVICES FOR TAMIL NADU REGIONAL OFFICE – 2023-2025

National Bank for Agriculture and Rural Development (NABARD), Tamil Nadu Regional Office intends to award the Annual Maintenance Contract to provide Taxi Hiring service for Tamil Nadu Regional Office at Chennai for the contract period o1st April 2023 to 31st March 2025 in two parts from all eligible bidders as per the terms and conditions contained in the Tender. The other details are given below:

Type of tender	E – Tender		
Date of commencement of issue of Tender	22.02.2023 at 12.00 hrs		
Availability & submission of tender	https://www.nabard.org (Availability) https://eprocure.gov.in/eprocure (availability) https://nabard.eproc.in (Availability & submission) The tender document will be available on the website, until the last date of submission i.e. 15.03.2023 at 12.00hrs This tender including all relevant documents are to be submitted/ uploaded online through the said website only. Detailed guidelines/procedures to submit e-tender have been mentioned elsewhere in this tender. Offline/Email submission will not be considered.		
Earnest Money Deposit (Bid Security)	Rs.30,000/-		
Last date for submission of Pre bid queries	08.03.2023 at 12.00hrs		
Pre-Bid meeting date, time and venue	15.00 hrs on 02.03.2023 at NABARD Office, No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34		
Last date of bid submission	E -Tenders must be submitted latest by 15.03.2023 at 12.00Hrs at https://nabard.eproc.in		





Type of Bidding system	Two bid (Technical Bid and Price Bid)	
Date and time of opening of technical bids	15.03.2023 by 14.00 Hrs	
Opening of Price bid	To be notified separately to technically qualified bidders only.	
Security deposit	Rs.75,000/-	
Place of opening of tenders	Online on https://nabard.eproc.in The tenderer can be present for opening at: NABARD Tamil Nadu Regional Office, No. 48, M G Road, Nungambakkam, Chennai – 34 Tele: 044-2830 4421 Email: dpsp.chennai@nabard.org	

- 2. National Bank for Agriculture and Rural Development (NABARD) has its Tamil Nadu Regional Office at No.48, MG Road, Nungambakkam, Chennai-600034. The scope of work is mentioned in the tender. Bidders are advised to go through the tender documents carefully <u>and get all clarifications as necessary</u> <u>from NABARD before quoting their rates</u> before quoting the rates.
- 3. Tenders will be submitted in C1 India Portal only. The PART-I (Technical Qualification Bid) of the tender shall contain Technical Qualification bid (as per Section I, II, III & IV), along with proof of having submitted EMD; and terms & conditions in prescribed tender document. The PART-II of the tender shall contain only the financial bid in the prescribed format. No other terms & conditions should be there in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected.
- 4. The PART-I (Technical Qualification Bid) of the tender shall be opened first on the date mentioned above document as per the C1 India portal procedure. Based on the Technical Qualification bid / tender, the financial bids (Part-II) for competitive rates of eligible bidders will only be opened / considered.
- 5. Before filling up the tenders, the bidders may note the following:
- a. The bid shall be valid and open for acceptance for 3 months from the date of opening of the price bid.
- b. NABARD reserves the right to accept or reject any/ all tenders in part or whole of any firm/firms without assigning any reasons for doing so. NABARD also reserve the right to split the items of work.
- c. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper at prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which bidders EMD may stand forfeited.
- d. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to the "Chief

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General Manager, NABARD, Tamil Nadu Regional Office" who will review the queries and if information sought is not clearly indicated or specified, NABARD will issue clarifications to all the bidders, which will become part of the Tender Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of NABARD before seven working days prior to the last date of submission of the tender.

- e. Applications containing false and / or incomplete information are liable for rejection.
- 6. Tenders, which do not fulfil all or any of the NABARD's conditions or are incomplete in any respect and tenders with the tenderer's own conditions other than those specified by NABARD, are liable to be rejected.
- 7. Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the "The Chief General Manager, National Bank for Agriculture and Rural Development, Tamil Nadu Regional Office, No.48, MG Road, Nungambakkam, Chennai-600034" who will review the same and information sought if not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before seven working days prior to the date of submission of the Tender.
- 8. The tenderer shall deposit Earnest Money Deposit (EMD) amounting to Rs.30,000/- (Rupees Thirty Thousand only), by directly crediting the amount in our Current Account as per the details given below, failing which, the Tender shall be rejected. No interest shall be paid on the EMD submitted by the bidders. EMD of unsuccessful bidders would be refunded after the award of work to the successful bidders. We request you to give us a copy of the acknowledgement crediting our Account along with tender document failing which the tender will not be considered for acceptance. MSE, NABARD empanelled vendors and other eligible organizations will be exempt as per prevailing Govt. instructions upon submission of proof.
- The details of account of NABARD are furnished below:-

Name of Account : National Bank for Agriculture and

Rural Development

Account Number (VAN) : NABADMN21

Bank Name : NABARD

Branch Name : HEAD OFFICE, MUMBAI

IFS Code : NBRD0000002

10. Validity of offer should be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would remain firm until the end of the contract period i.e. up to 31st March 2025 except only if change in GST





/ statutory taxes and subject to other terms & conditions mentioned elsewhere in the tender.

- 11. The successful tenderer will be required to submit Rs.75,000/- of the accepted value of tender, as Security Deposit within 15 days of award of work, which will be reckoned towards the Retention Money Deposit (RMD). The Earnest Money Deposit (EMD) of the successful tenderer shall be adjusted towards Retention Money Deposit. The RMD will be released after 60 days from the expiry of the satisfactory AMC period and will not bear any interest.
- 12. 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.
- 13. The pre-bid meeting date is indicated above. The clarifications in the scope of work/tender document, if any, should be submitted in writing at least two working days prior to the date of pre-bid meeting. All clarifications of the pre-bid meeting will form part of the tender and any corrigenda/addenda/pre-bid clarifications, etc., will be uploaded only on NABARD, C1 and CPP Portal.
- 14. The owner/representative attending the meeting should carry the Letter of Authorization from their organisation as per Annexure-I.
- 15. Intending bidders have to arrange for execution of pre-bid precontract Integrity Pact (as per relevant stamp act of the state) failing which the tender will be rejected. The execution of IP is a pre-tender requirement and without submission of IP, the tender shall be rejected. The pre-contract Integrity Pact should be submitted in original to "The Chief General Manager, NABARD, Tamil Nadu Regional Office, No.48, MG Road, Nungambakkam, Chennai-600034" on or before final date of bid submission.
- 16. The following is the Independent External Monitors (IEMs) appointed by the Central Vigilance Commission.

Shri Pramod Kumar Sangewar, IRSS (Retd.), House no. 12-5-65/1, Flat no. 109, Sri Harsha Sethuram Unique Vijayapuri Colony, Lalaguda South, Secundarabad 500017, Telangana.

- 17. Please note that all the information desired needs to be provided by the bidder in the formats specified by the Bank. The bidder shall bear all the costs associated with the preparation and submission of the bid and NABARD will, in no case, be responsible or liable for such costs, regardless of the conduct or outcome of tendering process.
- 18. The vendor should submit his tender well in advance so that last minute technical glitches can be avoided and NABARD will not be responsible for failure of submission of tender by the bidders in this

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regard. "No extension of time will be permitted if the vendor is facing difficulty or facing technical issues in uploading the document at the fag end of the time specified for closure of tender".

Yours faithfully

COSH

(C. Sumithra)

Deputy General Manager



(signature & seal of

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Date:



Guidelines / Procedures for e-tender

E-procurement is facilitated by C1 India (https:// nabard.eproc.in) on behalf of NABARD. You are requested to read the terms & conditions of this tender before submitting your online tender. Bidder who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

Process of e tendering

- Selection will involve following stages i) upload of e-Tender ii) receipt of e-bids/e-tender iii) opening of technical bids iv) opening of financial bids v) award of contract. Bid will consist of two parts i.e. Technical Bid and Financial Bid.
- If for any reason, it is found that the Technical bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is swapped in the file marked "Technical Bid", the Bid document will be summarily rejected in the first instance itself.
- Separate E-bids for the work-Technical Bid and Financial Bid shall be downloaded from the website of https://nabard.eproc.in. Tenders received after stipulated date/ time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on e-Procurement portal of NABARD to ensure that the bids are submitted on time. Late tenders will not be accepted under any circumstances.

(A) Registration: -

The process involves bidder's registration with C1 India's e-procurement portal, which is free of cost. Only after registration, the bidder(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid over the internet will be done. The Bidder's should possess Class III or above signing type digital certificate. Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. C1 India is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: The price bid and the commercial bid has to be submitted online at https://nabard.eproc.in

(1) Bidders are required to register themselves online with C1 India and create own user id and password. Bidders will receive a system-generated mail confirming

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their registration in their email, which has been provided during filling the registration form. Bidders are advised to refer to the NABARD e-tender manual for detailed guidance. In case of further clarification, please contact C1 India, (before the scheduled time of the e-tender).

Sr. No.	Nameof the Person	email	Contact Number
1.	Fairlin Jivin	fairlin.jivin@c1india.com	+91-124-4302000 Ext
Seco	ndary Contact	(C1 India)	
1.	Sachin Toraskar	sachin.toraskar@c1india.com	+91-124-4302000 Ext
2.	Saranraj Niacker	saranraj.naicker@c1india.com	+91-124-4302000 Ext

(B) System Requirement:-

Hardware Required

- · Minimum Hardware Requirements:-
- · Pentium IV and Above
- · Minimum 4 GB RAM
- An available USB port (If Certificate is in USB-Token)
- User has to install USB-Token drivers into computer system before usage of application.
- If USB-Token driver is not installed before usage of application user cannot use his certificate for application
- Reliable Internet Connectivity.





Other Requirements

Operating System:-Windows 7, vista, Windows 8, etc.

Browser Version: Internet Explorer Versions 10 or above

Note: - Website will work only on Internet explorer

Java Component:-Go to Control panel>Add/Remove Programs/ Programs and features

Check whether Java Runtime Environment is installed on your machine or not.

(Only Single Java should be installed on the Machine)

Java Runtime Environment (Latest Java Download from www.java.com Offline mode)

- Part I Technical Bid will be opened electronically on specified date and time as given in the Notice Inviting Tender (NIT) Bidder(s) can witness electronic opening of the bid.
- Part II Price bid will be opened electronically of only those bidder(s) whose Part I Technical Bid is found to be Technical Bid acceptable by NABARD. Such bidder(s) will be intimated about the date of opening of Part II Price bid, through valid e-mail confirmed by them.
- (2) All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- (3) Bidders are instructed to use attach documents link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 20 MB. For further assistance, please follow instructions of bidder guide.
- (4) All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process until finalization of tender by NABARD. Hence, the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of bidder.
- (5) (i) Bidder are requested to see the web site again before the due date of tender submission to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document.
 - (ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidder (s) who have downloaded the documents from web site. Please see Website nabard.eproc.in
- 6) E-tender cannot be accessed after the due date and time mentioned in NIT.

20 | Page Bidder)



(7) Bidding in e-tender:

- (a) The process involves Electronic Bidding for submission of Technical Bid as well as Price Bid.
- (b) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Technical Bid. If this application is not run, then the bidder will not be able to save/submit the bid.
- (c) After filling the Technical Bid, Bidder should click 'save' for recording their Technical Bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Technical Bid & Price Bid has been saved, the bidder can click on the "Submit" button to register their bid.

NOTE:-The Technical Bid & Price Bid cannot be revised once the "Final Submission" button has been clicked by the bidder. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

At the time of submitting technical bid, the bidders are required to check photocopies of following documents should be enclosed/uploaded (Documents in original should be produced for verification as and when it is required by NABARD, failing which their bids will be summarily/out rightly rejected and will not be considered <u>for</u> any further correspondence):-

- Registration Certificate as per existing norms (indicating the legal status - Company / Partnership firm/ Proprietorship Concern, etc.)
- b. Copy of GST Registration Certificates
- c. Copy of PAN Card
- Copies of Income Tax Return filed for last three financial years
- e. Copies of Annual Turnover details in Rupees for last three financial years including audited balance sheet and Profit & Loss Account.
- Charted accountant Certificate
- g. Work Experience Details, service provided to Government Departments/PSUs/Autonomous Bodies/Corporate Bodies (Copies of Purchase Orders and completion certificates as required by Technical Bids received from Government Departments/PSUs/Autonomous Bodies/ Corporates during each of the last three years should be

(signature & seal of

Date:



enclosed/uploaded clearly indicating the annual payment given to the bidder. [please refer clause 7 of pre-qualification criteria in page number -16]

h. EMD details or Certificate in case of MSEs





PRE-QUALIFICATION CRITERIA

To be submitted along with EMD of Rs. 30,000/-(Approx. value of tender is Rs.15.00 lakhs)

INSTRUCTIONS TO THE TENDERERS FOR FURNISHING INFORMATION AS A PART OF PRE-TENDER QUALIFICATIONS ELIGIBILITY CRITERIA

- 1) Please note that pre-bid pre-contract integrity pact (in original) is invariably to be executed on or before the final bid submission date, failing which the tender shall be liable to be rejected.
- 2) The Annual Maintenance Contract is for hiring of taxi service for Tamil Nadu Regional Office. Scope of work and services to be provided are indicated in the 'Scope of Work" of this tender. <u>The tenderers are advised to familiarize themselves</u> with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.
- The contractors should have experience of similar works during the last 7 years (ending 31.03.2022) and who fulfill the following criteria are eligible to tender: -
 - Should have carried out minimum 1 similar work with Govt/PSUs during last 3 years (ending 31.03.2022) with contract value (costing individually) not less than Rs,12.00 lakh.

OR

ii) Should have carried out minimum 2 similar works with Govt/PSUs during last 3 years (ending 31.03.2022) with contract value (costing individually) not less than Rs.7.50 lakh.

OR

- iii) Should have carried out minimum 3 similar works with Govt/PSUs during last 3 years (ending 31.03.2022) with contract value (costing individually) not less than Rs.6.00 lakh.
- 4) The tenderers should have average Annual Turnover of Rs.4.50 lakh during the last three years ending 31 March 2022 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
- 5) The tenderers should have applicable registrations (PAN, TIN, TAN, GST, etc.) supported with documentary evidence and licenses, permissions, approvals issued by appropriate authorities such as Labour enforcement and other statutory authorities, wherever applicable and furnish copies of the same with tender (with the Pre-Qualifying Bid). The agency should have registered under Shops & Establishment Act and has necessary certificate to run as Travels agency. Tenderers to note that copies of licenses and registration are to be submitted with the Pre-

(signature & seal of Bidder)
Date:



Qualifying bid i.e. Part I. Tenders without required documents will be summarily rejected.

- Should have their own office within the city limits of Chennai.
- 7) Tenderers are requested to submit the following documents in PART I (Technical bid) for examining their qualification/suitability. Opening of PART - II (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: -
- i) Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies, etc. during the last three years in Tamil Nadu state. "Similar Works" means experience in executing Annual Maintenance Contract for taxi hiring services in similar Government / PSUs / Public Sector Banks / Autonomous Bodies, etc. having registered office or such similar setup in Tamil Nadu.
- ii) IT returns of last three consecutive financial years 2019-20, 2020-21 & 2021-22.
- References of clients / particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives / officials.
- iv) Information in Section I, II, III & IV as per enclosed proforma.
- 8) Intending tenderers are required to submit their full bio-data giving details about their organisation, experience, personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.
- 9) While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of tenderers to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
- The Bank will obtain reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before opening of the PART-II (Financial Bid) of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after qualifying the PART-I (Technical Qualification Bid) of the tender and PART-II (Financial Bid) of the tender will be rejected. The Bank is not bound to assign any reason for rejecting the tender.
- 11) The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.



- Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.
- Applications containing false and/or inadequate information are liable for rejection.
- 14) While filling up the application with regard to the list of important projects completed or on hand, the applicants shall only include those works which individually cost not less than the specified amount.
- 15) Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Tamil Nadu Regional Office, No.48, MG Road, Nungambakkam, Chennai-600034.
- Non-Compliance of any of the conditions mentioned above will amount to non eligibility for the Annual Maintenance Contract and the bid shall be summarily rejected.

I/We have read and understood the instructions contained herein above and are acceptable to us.

Signature of the Tenderer with seal and address

Date: Place:





Section-I-Basic Information

Sr No.	Particulars	Bidder's response
1	Name of the Tenderer/Agency/ Contractor and address of the registered office, telephone no., mobile no., fax no., email-id, and website address.	
2	Year of Establishment	
3	Type of the Agency/ Contractor (whether Sole Proprietorship/Partnership/Private Limited/ Limited or Cooperative Body etc.) Copies of supporting documents to be enclosed	
		1
		2
4	Name of the Proprietor / Partners / Directors of	3
	the agency/ contractor / Firm	4
		5
5	Details of Registration a. Whether Partnership firm, Company, etc. b. Registering Authority c. Date of Registration d. Registration No.	a b c d
6	Whether registered/ empaneled for similar service with a. Government/ Semi - govt / Municipal Authorities or any other public organisation b. If yes, name of the authority c. and since when?	(Yes/ no)
ARR ARR	Work Experience a. Details of work experience in taxi hiring services b. Documentary evidence of previous experience if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department Other Public Sector Undertakings at any other center should also be given.	



8	a. Areas of business activities, other than taxi hiring services, if any, and b. Place and address of such business	
9	a. Address of office through which the proposed work of the Bank will be handled; and b. Name & designation of In-charge	
10	Adequate and satisfactory evidence to indicate financial capacity of the person/agency/contractor to undertake the said work	
11	 a. Names of bankers b. Full address of bankers c. Telephone (landline & mobile Nos), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed) 	
12	Credit worthiness of the Tenderer & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three years ending 31.03.2022.)	Annual turnover 2021-22 Rs. 2020-21 Rs. 2019-20 Rs. 2018-19 Rs.
13	Number of supplementary sheets attached	
14	 a. Whether any civil suit/litigation has arisen in the contracts executed by the applicant during the last five years (Yes/No) b. If yes, please give following information (suit-wise/project-wise): Name of the Project & Organisation Nature of work Work Order No. and Date Present stage of work Value of contract Brief details of litigation 	
15	i. Permanent Account Number (PAN) ii.TIN iii.Goods and Service Tax Registration No. iv. Whether the organization is registered under	



enclose the registration certificate	
(Copy of above documents to be enclosed)	

Notes: Please attach self-certified copies of the following documents:

a) Latest Income Tax Clearance Certificate

b)IT Returns OR Audited Balance Sheet and Profit & Loss Account for the past three years i.e., FY 2021-22, FY2020-21 & FY 2019-20.

Signature of the Penderer with seal & date



Section-II -Previous Experience

a) List of important works executed by the firm during last three years costing Rs.6.00 Lakh and above in providing taxi hiring services (Please attach extra sheets if required).

S.No	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt.	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from eitherside? Give fulldetails.	
(1)	(2)	(3)	(4)	(5)	(6)	(7)

^{**}The previous work order and completion certificate of the previous work Experiences should be uploaded separately

b) List of important ON HAND works costing Rs.6.00 Lakh and above in the field of taxi hiring service. (Please attach extra sheets if required).

			Government or Semi-Govt.		from either side? Give full details.	
(1)	(2)	(3)	(4)	(5)	(6)	(7)





Section-III - Details of Bank Account

1.	Name of the Vendor/Firm	
2.	Name of the Account Holder	
3.	Address of the Vendor/Firm	
4-	Name of the Bank, Branch and Address	
5.	Bank Code and Branch Code	
6.	IFS Code of the Bank Branch	
7.	Type of Account (Saving/Current/Cash Credit)	
8.	Account Number	

Note: Please also enclose a CANCELLED CHEQUE in respect of above account number.





DETAILS OF GSTIN OF THE TENDERER

In order to enable us to report the details of the GST collected from you in the GST returns submitted by us, we request you to furnish your GSTIN (Goods and Services Tax Identification Number) in the following format, along with a self-attested photocopy of the GSTIN allotment communication.

		GSTIN Inf	ormation			
S. N o	GSTIN Deta	iils	Details	to be fille	d up by cu	stomer
1	Name of the Customer					
2	Customer ID					
3	Account No.					
4	PAN					
5	GST Identification Num	ber (GSTIN)				
6	TAN					
7	Composition Scheme (P	lease indicate)		(Yes /	No)	
8	Nature of service render the registration certifica the authorities					
9	Constitution of Business	(Pl. Tick)	Compan	Partners hip	Propriet ary	Others, plz specify
10	Address of principal place of business in the state as per GST registration certificate	Address		.1	1	
		City				
		PIN				
		State				



(signature & seal of Bidder) Date:



	Multiple GST registration ** Please fill the following deta	10.70%	(Yes / No)
	GST Identification Number	(GSTIN)	
		Address	
	of business in the state as	City	
	per GST Registration certificate	PIN	
		State	
	GST Identification Number	(GSTIN)	
		Address	
	Address of principal place of business in the state as per GST Registration certificate	City	
		PIN	
		State	
11	Location	SEZ/STP/DTA	
12	Contact details	Name	
		E-mail ID	
		Phone No.	
Nar	ne of the Authorized Signator	y/Primary Holde	r Signature
Nai	ne of the Authorized Signator	y/Joint Holder 1	Signature
Nar	me of the Authorized Signator	y/Joint Holder 2	Signature

 $^{^{**}}$ In case of multiple GST Registration number, applicant may detail the GST registration of particular state for every transaction or else the default address mentioned in the form shall be selected by the bank for issuance of invoice.





EVALUATION AND SELECTION OF THE BIDS

Opening of the Bids

Bids will be opened in front of the Committees constituted for this purpose in the Bank in the presence of not more than two representatives of each bidder who choose to attend the bid on the opening date. No separate intimation will be given in this regard to the bidders for deputing their representatives. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him/her to represent and attend the bid opening on behalf of the bidder.

Criteria for Evaluation of Bids

- The Bank will constitute separate Committees for Technical and Financial Evaluation
 of the bids and to decide on selection of the successful bidder. The decision of the Bank
 shall be final and the bidder shall have no right to challenge the decision of the Bank.
- The Technical Bids shall be evaluated on the basis of their response and by applying Evaluation Criteria specified in this Section.
- In the first stage of Technical Evaluation, a proposal would be rejected, if it is found deficient as per the requirements indicated in this document.
- iv. The Technical Bids shall be evaluated first and at this stage the Financial Bids will remain unopened. On completion of Technical Evaluation of all proposals, the Financial Bids of the technically qualified bidders only will be opened.

Evaluation criteria for Technical Bid

 The evaluation of Technical Bid will be completed on a maximum of 50 marks as indicated below:

Sr. No.	Description	Score
1	Legal Structure	20
	Private Limited/Public Limited	20
	Partnership	15
	Proprietorship	10
2	Work Experience in the relevant field of work	10
	Above 20 years	10
	Above 10 years to 20 years	5





	5 years to 10 years	2
3	Average Turn Over during the last three years ended 31.3.2022	10
	>15 lakhs	10
	15 >= 10 lakhs	5
	10>= 4.5 lakhs	2
4	No. of works executed / ongoing in Government Departments / Organisations / PSUs / Banks in last 7 years (as on date of bid submission)	10
	Above 7	10
	Above 4 to 7	5
	Above 2 to 4	2

- All those Bidders who attain a minimum of 20 marks on Technical Evaluation score will be eligible for Financial Bid Evaluation.
- 4. Evaluation of the Financial Bid
 - The financial bids of the technically qualified bidder/s only will be opened.
 - ii. The lowest rates quoted under each Vehicle Category viz., Category I, II & III type of vehicles for the trip plan of '4hrs 4oKms' will be considered for awarding the car hiring contract for FY 2023-25 under the respective category. Thus there could be maximum of three different bidders who could qualify as L1 bidder for three different categories of vehicles.
- In the case of a tie between two or more Bidders under individual category, contract will be awarded on the basis of the Marks obtained in Evaluation of Technical Bid.
- iv. In case of multiple L1 bidders get same marks in Evaluation of Technical Bid also, then the purchase committee of the BANK may visit the work sites of the bidders and award marks to the work being carried out at the site adopting objective criteria. The work will be awarded to the bidder with highest marks.
- v. In case of multiple L1 bidders getting equal marks even after field visits, then final selection will be done based on draw of lots, as may be decided jointly by the BANK and select bidders, or by pulling the highest number from a box containing 30 numbers:



INSTRUCTIONS TO THE TENDERER

- All the pages of the Tender Document shall be signed by the Tenderer. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
- The Execution of Integrity pact (IP) should invariably be on non-judicial stamp paper of Rs. 200/- along with the Tender submission. The execution of IP is a pretender requirement and without submission of IP, the tender is liable to be rejected.
- 3. Intending tenderers shall deposit as earnest money a sum of Rs.30,000/- by crediting the amount into the current account of the National Bank for Agriculture and Rural Development, the details of which are given below:-

Name of Account : National Bank for Agriculture and

Rural Development

Account Number (VAN) : NABADMN21 Bank Name : NABARD

Branch Name : HEAD OFFICE, MUMBAI

IFS Code : NBRD0000002

- 4. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest, after finalisation of work order. In no case EMD shall bear any interest. Under no circumstances, earnest money deposit will be accepted in the form of fixed deposit receipts or Banks or Insurance guarantee or cheque.
- 5. The Earnest Money Deposit paid by the successful tenderer shall be held by the National Bank for Agriculture and Rural Development as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD / Initial Security Deposit (ISD) will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / ISD.
- 6. "Retention Money Deposit" i.e. RMD of 75000/- shall be directly credited to our current account (details given above) by the successful tenderer within 15 days of intimation to him of acceptance of tender. The EMD already furnished shall be taken into account while determining the RMD. In other words, EMD shall become a part of RMD. The RMD 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. This forfeiture is independent of the liquidated damages provided for in the Contract.

 The RMD will be released after 60 days from the expiry of the satisfactory AMC period and will not bear any interest.





- The Tender / Quotation shall be submitted as per procedure of C1 India Portal as PART- I (Technical qualification Bid) and PART-II (Financial Bid) as the case may be.
- Bids submitted other than through C1 India portal shall not be accepted.
- 10. Tenderers are advised to read the tender documents and familiarize themselves with the nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.
- If last date of receipt of Tender / Quotation and opening date is a holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without any change of time and venue.
- 12. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Tenderers.
- 13. The Tenders will be opened in the presence of such Tenderers or their authorised representatives who choose to be present.
- No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any tenderer withdraws his/her tender during the validity period or is subsequently found to have sublet the same, the EMD amount received from such tenderers shall be forfeited.
- 15. The tenderer should fill up rates both in figures and words. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. If there are differences in the rates indicated in words and figures or in the amount worked out by the tenderer, the following procedure shall be followed:
 - When there is difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the bidder shall be taken as correct.
 - ii. When the amount of an item is not worked out by the bidder or it does not correspond with the rate written either in figures or in words, then the rates quoted by the bidders in words shall be taken as correct.
 - iii. When the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and not the amount.

Notwithstanding anything stated above, NABARD reserves the right to assess the tenderers capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

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17. The vendor should submit his tender well in advance so that last minute technical glitches can be avoided and NABARD will not be responsible for failure of submission of tender by the bidders in this regard. "No extension of time will be permitted if the vendor is facing difficulty or facing technical issues in uploading the document at the fag end of the time specified for closure of tender".

DECLARATION BY THE TENDERER

- I/we hereby declare that I/we have read and understood the Generalinstructions, General conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.
- I/we hereby confirm that the tender shall remain in force and valid for acceptance for a period of not less than 90 (ninety) days from the date of opening of the financial bid.
- 3. I/we also note that any additions, clarifications, etc. which we would like to bring to your attention are put in a separate sealed covering letter. I/we have ensured that only relevant entries asked for are made in the tender documents. Entries other than the relevant entry shall make the tender invalid.

DATE: SEAL & SIGNATURE OF THE TENDERER HATE





GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL CONDITIONS OF CONTRACT

- (1) The Bank appoints the Contractor for the purpose of hiring road worthy vehicles on need basis. The contract is valid for a period of 24 months commencing from April 01, 2023 to March 31, 2025. However, the contract may be renewed for further periods (maximum two years, one year at a time) on the existing/ revised terms and conditions to be mutually agreed upon between the parties. The Bank reserves the right to extend the contract for further periods on terms and conditions mutually agreed upon.
- (2) That the Tender Documents with annexures and amendments thereof as modified and finally accepted by both the parties shall form integral part of this Agreement and the Contractor shall comply with all the terms and conditions of the tender documents.
- (3) The Bank shall place an order for their requirement herein after called 'Hire-order' and will receive acknowledgement from the Contractor for supply of vehicles. It is anticipated that the Contractor will supply vehicles to the Bank on regular basis as and when demanded until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
- (4) The Contractor agrees with the Bank and with each authority competent to order, that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
- (5) The Contractor will provide road worthy vehicles to the Bank **not older than** three years from the date of sending the vehicles registered with RTO as commercial vehicle for duty and registered for the commercial purpose only. Taxes, insurance and other dues on such vehicles shall be the liability of the Contractor. The Contractor agrees to provide the details of all vehicles purchased or removed from its fleet in future to the Bank in writing till the expiry of the contract.
- (6) All the papers related to each vehicle viz. insurance, registration, road tax, pollution control certificates, permits, valid license, etc. should be readily available in the vehicles with drivers while on Bank duty.
- (7) All vehicles should be well maintained, in good hygienic condition with its upholstery etc. in proper shape, without any dent or stain. It must be washed properly and be provided with neat and clean seat covers before sending for the duty.



- (8) The driver deployed should carry a valid driving license when on duty, which should be produced by him if demanded by traffic personnel. Renewal of their driving license from time to time will be the responsibility of the contractor.
- (9) The driver of the vehicle provided by the Contractor shall carry with himself the duty slips given by the Contractor where date, time, kilometres reading and places visited are to be filled in and signed by the users/ Bank officials. On the basis of these duty slips, the bills shall be raised to the Bank by the Contractor. Counting of distance will be from garage, but chargeable distance in this respect shall not be more than 05 kilometres in each way between user delivery address and the garage/normal parking place.
- (10) The drivers deployed should be medically fit with good moral character and reasonable experience of driving and should be well groomed and be able to converse in Tamil and English. They should be able to attend to minor repairs of vehicles en-route, in case of need.
- (11) The driver should also have some knowledge of car mechanism so that he can attend minor repairs and should be well conversant with the roads and routes in Chennai and adjacent areas.
- (12) The driver must follow all the traffic rules and regulations (seat belt, speed limits, red lights, overtaking etc.) to ensure safety of the passengers.
- (13) If the Bank or user complains of misdemeanour/misbehaviour/unacceptable behaviour by a driver, the contractor shall take immediate steps to replace such driver and shall ensure that the services of the said driver are not offered to the Bank in future.
- (14) The contractor shall arrange to obtain Police Verification Certificate regarding the antecedents of the persons/ drivers engaged by them so as to ensure no undesirable person is engaged by them for Bank's duty. Such certificate has to be obtained annually before engaging the services of the driver for the purpose of this agreement. The Bank reserves its right to call for such certificate.
- (15) The drivers/ employees engaged by the contractor 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.
- (16) The driver must report for duty at specified place at least 15 minutes prior to the time of reporting in neat and clean uniform. While going for airport for picking up the guest, the flight landing time should regularly be checked by him or the Contractor's employee as some times flights land before their schedule time. It is the duty of the contractor to ensure that the vehicle reaches to the airport/railway Station/pick up point on time.





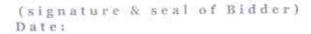
- The driver must carry a placard depicting particulars of the arriving guest / officer of the Bank and be present to receive the guest(s) at the exit point from Railway Platform /Airport. In case of multiple exit points/ gates at Airport/ railway station, the driver should inform the guest about his presence on a particular exit point/ gate after landing of the flight/ reaching the train. The drivers should make a phone call to get in touch with the users to inform about his arrival at the pickup location instead of waiting for the users to make a call to ascertain their arrival.
- (18) Driver should maintain a proper record of mileage on a daily basis and get the same authenticated by the authorized user. The driver should maintain duty slips with complete details of kilometres travelled / time of releasing, etc., duly authenticated by the officer using the service. The make of vehicle and registration number of the vehicle, which is provided to the guest should be mentioned on the duty slip. Besides the driver should be polite, courteous and service oriented at all times. He should provide his mobile number to the guest on demand.
- (19) The persons deployed for the purpose of the agreement shall not be in an inebriated condition or under the influence of any intoxicating material. Smoking or Chewing Pan/Tobacco is strictly prohibited inside vehicle/ Bank premises.
- (20) The driver must always be available with the car once he has reported to the guest/user officer of the Bank. His mobile should be operational (with battery regularly charged) during the entire duty. He should carry his mobile with him while going away from the vehicle for any urgent work. While driving, the driver should not take the mobile calls. If he is required to take any urgent call while driving the vehicle, he should stop the vehicle at a proper place and then respond to the call.
- (21) The drivers will comply with the orders given by the authorized officers of the Bank and will also observe the rules and regulations of the Bank regarding safety and security.
- (22) The Bank or its guests are not responsible for payment of any salary or remuneration to the car/ taxi driver provided by the Contractor.
- (23) The driver should not ask for any money/ swipe of card from the guest in name of fuel, repair charges, toll etc. In the long journeys, the driver should be provided adequate money/ card by the contractor with adequate balance to cover all such expenses.
- The contractor should have a 24x7 customer care service support with prompt and robust complaint resolution mechanism. It should provide the adequate contact numbers/ mail IDs to the Bank for booking of vehicles and resolution of

ABARD Page



complaints with escalation matrix. The contractor shall nominate experienced staff /official(s) for liaison with the Bank on day- to-day basis. The contact particulars of such official/person should be provided to the Bank at the time of execution of this agreement.

- (25) The contractor shall provide taxi on written or verbal instructions over phone within the time specified therein. The contractor shall also be required to provide taxi at short notice from the Bank (say within an hour in case of emergency). In case the contractor fails to provide taxi on the Bank's request, either verbal over phone or written, the Bank shall be free to remove the contractor from the panel of transport service providers without prejudice to the Bank's right to forfeit the security deposit and other remedies under the agreement.
- (26) Contractor must ensure proper sealing of kilometre. The Bank reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tampering of meter reading shall be viewed seriously, leading to even cancellation/termination of empanelment and forfeiture of security deposit, besides any other penal action.
- (27) The contractor should convey without fail the car details i.e. car make / colour, car registration no., driver's name and his mobile number, reporting time and place, to officials of Car Desk and to the user of the car through telephone and through SMS at least four hours prior to the arrival/departure of the user. It is contractor's duty to ensure that these details reach to the user and car desk of the Bank.
- (28) There shall be no-employer- employee relationship between the Bank and the persons engaged for the purpose of this agreement. All the workers or persons deployed by the contractor shall be considered as the employees of the contractor and NABARD shall not have any liability what so ever with regard to such workers/employees.
- (29) The Contractor shall pay the applicable stamp duty on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the Contractor shall retain the duplicate.
- (30) All notices and other communications required to be served on the parties including for violation of the terms of this Agreement shall be considered to be duly served if the same shall have been delivered by hand or posted by registered mail to the office addresses of the parties as mentioned in the agreement.
- (31) The Contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by the Contractor. The Bank will not be liable for any loss, damages, etc. suffered/ to be suffered by the Contractor or third party as the case may be. The Bank shall not be responsible for payment





of any compensation for death of or injury or accident to any of the Staffs/ driver deployed by the contractor which may arise out of and in the course of their duties and employment for the purpose of this agreement, whether in the bank premises or otherwise. It is agreed and understood that the Contractor alone shall be liable to pay such damages or compensation to such Staffs and their families.

- (32) Any bribe, commission, gift or advantage given/ promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or on their behalf to any employees(s) of the Bank or to any person on his or on their behalf in relation to the obtaining or the executing of this or any other contract with the Bank shall entitle the Bank to rescind all contracts with him in addition to any criminal liability the contractor may incur. The contractor shall not lend to or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee(s) of the Bank.
- (33) Terms of Payment: The invoice /bill issued should be serially numbered and it should contain the name and address of the service provider, service receiver, description of service, value of taxes payable thereon etc. The Contractor shall raise the bill on completion of every fortnight along with feedback forms and the payment shall be made within 30 days through electronic mode from the date of submission of complete and correct bill with all supporting documents. No request for making advance payment on any ground shall be entertained. Under no circumstances is the Contractor entitled to claim any charges over and above the charges prescribed in the terms of this contract. Bills shall be settled after deducting tax as per all applicable laws i.e. Income tax, GST etc. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills. Any objection regarding the payment received by the contractor may be brought to the notice of the Bank within 7 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.
- Taxes: The amount quoted in the bill shall be inclusive of all taxes as applicable such as local levies, etc. imposed/to be imposed by Central/State Government/ Local Bodies except Goods and Services Tax which will be applicable as per government notifications. If the Contractor fails to include such taxes and duties in the bill, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, taxes as applicable, will be deducted at source and a certificate for the same will be issued to the Contractor. It shall be binding on Contractor to remit the Taxes paid by the Bank on bills to respective government Authorities.



- Compliance: The Contractor shall comply with the provision of Contract (35)Labour (Regulation & Abolition) Act, 1970, the Contract Labour (Regulation and Abolition) Central Rules, 1971, Code on Wages, 2019, Employee State Insurance Act, 1948, Employees Compensation Act 1923, Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Employer's Liability act 1938, Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. Bank reserves the right to call for proof of such compliance whenever deemed necessary and the Contractor shall abide by the same. The Contractor shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep the Bank indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. In case of Contractor's failure to fulfill any of the obligations hereunder and / or under the said Acts/rules/ regulations/ or any bye-laws or rules framed under or any of these, the Bank shall be entitled to recover any of such loses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payment and Security Deposit.
- (36) Indemnification: The contractor shall be responsible for any injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself/herself or any of his/her employee/driver, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this agreement. This clause shall include inter alia, any damage to buildings, vehicles, property, and any damage to roads, streets, footpaths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Bank and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or animals or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.
- (37) **Sexual Harassment:** The Contractor 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 complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the Contractor

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shall ensure appropriate action under the said Act with respect to the complaint". Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees/ driver of the contractor, for instance any monetary relief to the Bank's employee, if sexual harassment by the employee of the contractor is proved by the Committee. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

- (38) **Disputes Resolution:** All disputes arising out of the Agreement shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the sole Arbitrator mutually agreed by the parties. In case the parties do not agree upon the sole Arbitrator, each party shall appoint one Arbitrator, and the two appointed Arbitrators, shall appoint the third Arbitrator who shall act as the presiding Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings and the Arbitration shall be held at Chennai. The award of the Arbitrator so appointed shall be final and binding. During the Arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Chennai only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.
- (39) Penalty Clause: It shall be the sole responsibility of the contractor to provide road worthy cars/vehicles as and when requisitioned by the Bank during night/early morning as desired/requisitioned by the Bank. For deficiency in services and serious inconvenience caused to the Bank or its officials or to those for whom the Bank directs to provide services (including violating any terms and conditions governing contract as mentioned in tender document), penalty not exceeding four times the estimated bill for the relevant instance will be imposed. Any delay will attract penalty as deemed fit by the Bank. The decision of the Bank in this regard will be final and binding on the contractor. However, the Bank will impose any penalty after giving due notice. If repeated lapses in the services are found, then the bank reserves the right to terminate the agreement by giving one calcular months' notice in writing.

In the event the agreement is terminated by the Bank before the completion of the period of contract, the Contractor shall be liable to be debarred/disqualified for five years



from participating in any tender or executing any work in the Bank. However, before debarring the Contractor, the Bank shall give a seven days show cause notice and consider the reply if any given by the Contractor. The decision of the Bank in this regard shall be final.

- (41) The contractor will also have to make immediate alternate arrangements in case of breakdown of vehicle(s). In case of failure, the contractor will be responsible to compensate all expenses incurred by the Bank in this regard. Such compensation may be in addition to any penalty imposed under Para (39) above. Penalty and compensation, if any, will be deducted from any pending bill of the contractor or security deposit.
- (42) Under any circumstances, Sub-contracting of vehicles is not permitted. If this condition is violated then the Bank reserves the right to recover penalty not exceeding four times of the estimated bill for the relevant instance, from the periodic payment/ Security deposit. If repeated instances of sub-contracting are found, then the Bank reserves the right to terminate the agreement by giving one calendar months' notice in writing.
- (43) The Contractor shall provide the particular model or make of the vehicle as agreed upon in the contract or as demanded by the Bank. If vehicle's model is not as per the request and Bank's permission is not taken before changing the vehicle's model, then the Bank reserves the right to recover penalty not exceeding four times of the estimated bill for the relevant instance, from the periodic payment/ Security deposit. If repeated instances of changing the model of the vehicles without the Bank's permission are found, then the Bank reserves the right to terminate the agreement by giving one calendar months' notice in writing.
- (44) If for any reason whatsoever, the Bank is not happy with the condition of the vehicle provided, the Contractor's office will be informed immediately, and they should accept the Bank's demand to replace it without delay. If for any reason, the Contractor is not in a position to provide a suitable substitute vehicle as demanded by the Bank then the Bank will be free to engage a vehicle from the open market and recover the expenditure on account of it on the claims payable to the Contractor.
- (45) If any vehicle is not provided with the amenities such as newspaper, water bottles, tissue papers, umbrella, first-aid box, fire-extinguisher or universal mobile charger then the Bank may deny the payment for the bill for the relevant instance. If repeated lapses in this regard are found, then the Bank reserves the right to terminate the agreement by giving one calendar months' notice in writing.
- (46) Non-disclosure: The Contractor or its employee shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/

(signature & seal of Bidder) Date:



equipment etc., which may come to the possession or knowledge of the Contractor or its employee during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor 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 Contractor 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 Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

- (47) 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 its 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. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract.
- (48) **TERMINATION OF AGREEMENT:** Without prejudice to what is contained herein above, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forth with by written notice without assigning any reason and without payment of any compensation and at the risk and cost of the Contractor, if
- In the opinion of the Bank (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuse to perform this agreement to the Bank's satisfaction and/or
- The Contractor commits a breach of any terms and conditions of this agreement and/or

The Contractor is adjudged an insolvent or has entered into compromise with his ditors or if distress or executions or other process is levied upon or receiver is appointed for any part of the assets or property of Contractor and/or



- In the event of exigencies arising due to the death or infirmity of the Contractor
 or for any other reason or circumstances, liabilities/performance obligation thereof of the
 contract shall be borne by the following on such terms and conditions, as the Bank may think
 proper, namely:
- Legal Heirs/Representative in case of sole proprietor.
- The next Directors / Partners in the case of company or firm as the case may be.
- However, in such an eventuality purely as a stop-gap arrangement, it will be the
 prerogative/ right of the Bank to continue the contract for the remaining period or till new
 agreement is executed, whichever is earlier.
- For any reason whatsoever, the Contractor becomes disentitled in law to perform his/her/its obligations under this agreement and/or
- There is any variation in the ownership/ partnership or management of the Contractor or his business without the prior approval in writing of the Bank to such variation.
- In the event of termination of this agreement for any reason whatsoever, the Contractor/or persons employed by him/her/it or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise

I / We accept all the above Terms and Conditions in all respects without any reservation.

DATE:		
PLACE:		

Signature of the Tenderer NAME AND SEAL

ADDRESS:





SPECIAL TERMS AND CONDITIONS - SCOPE OF WORK

Scope of work and Terms & Conditions governing Contract

- LProviding air-conditioned chauffeur-driven road worthy vehicles, as and when requisitioned (which may be either oral or email/ written instructions) by the Bank / by officials authorized by the Bank. The tenderers are also required to provide car at short notice from the Bank (say within an hour in case of emergency).
- 2The contractor must be able to provide vehicles having valid taxi permits (local & all India) registered with RTO as a commercial vehicle and other statutory clearances. The contractor/tendering firm/company shall ensure that during the tenure of the agreement, vehicles provided are registered and comply with the Motor Vehicle Act as amended from time to time. The agencies should be registered with GoI for necessary permission and have required certificate to run tour & travel services. All the cars deployed by the contractor for duty with the Bank's guests/officials should be of commercial nature i.e., they must be registered with the RTO as a commercial vehicle.
- 3 The rates quoted should be in Indian Rupees and inclusive of all applicable taxes (Except Goods and Services Tax), local levies, duties, charges etc. imposed by Central/State Government and local bodies. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. The rates should be exclusive of GST.
- 4. The tenderer should have a valid and active GSTIN and the same should be included in the invoice raised. The statutory liability on account of expiry of GSTIN shall be the sole responsibility of the vendor. At present scenario, the payment of GST under RCM is being followed by the bank.
- 5.If the contractor is able to provide any make or model of taxi, other than those mentioned in the tender document, these may be included along with the charges under relevant category.
- 6.In case the contractor is not able to provide the category of car for which booking has been made by the Bank, he may provide higher category of vehicle after intimating the Bank.

 However, payment will be made for the category of vehicle booked by the Bank.
 - The Tenderer should have its office and garage space in Chennai. Please note that no parking arrangement will be made by the Bank for the vehicles deployed for the Bank's duty.



- 8.The vehicles should be provided with (i) one English or Hindi daily and one financial newspaper. (ii) Two bottles of branded mineral water of 500 ml each (Bisleri, Kinley, Aquafina, Bailey, Catch, Himalaya or equivalent), (iii) good quality face tissue papers in case/pouch, (iv) first-aid box, (v) fire-extinguisher and universal mobile charger. No extra charges will be paid for these amenities.
- 9.For the purpose of proper identification of the driver deployed for the work, the Tenderer shall issue identity cards bearing their photographs / identification etc. and such drivers shall display their identity cards at the time of duty.
- 10. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the Agency/ Contractor. The Bank shall have no liability whatsoever. No payment for the day is admissible if the vehicle meets with an accident.
- 11. The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of applicable value within one month of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions of the agreement shall apply. All the expenses including stamp duty towards execution of the agreement shall be borne and paid by the contractor.
- 12. The Bank reserves the right to extend the contract for further period (maximum two years, one year at a time) on terms mutually agreed upon. The rates may be reviewed at the time of renewal of the contract in view of major changes that may occur in labor laws or Government decision affecting fuel pricing, inflation etc. The Contract may be terminated by either of the parties by giving one months' notice in writing of such termination to the other party. The Contractor shall however continue to discharge the contractual obligation during the notice period unless dispensed by the Bank. If the Contractor fails to carry out any of his obligations/duties during notice period, then the Bank reserves the right to forfeit its security deposit.
- 13 The successful tenderer shall ensure full compliance with tax laws in India with regard to this contract and shall be solely responsible for the same. The successful tenderer shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Bank fully indemnified against any liability of tax, interest, penalty etc. of the successful tenderer in respect thereof, which may arise.
- 14 If any of the tenderer(s) who have provided similar services in other Offices of the Bank in the past and whose services were either discontinued for non- performance or whose





services were not found satisfactory and the same has been communicated by them in writing, the Bank has the right to reject the bid of that tenderer(s) without assigning any reasons or without seeking further clarifications and their price bid shall not be opened.

- 15 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 contractor. The tenderer or its agents/employees/drivers committing any breach of terms and conditions mentioned herein and/or rendering unsatisfactory services, in the opinion of the Bank shall render itself liable for summary termination of the agreement forthwith without any notice or any compensation in lieu thereof.
- 16.A feedback form (as per Annex B) should be provided to each guest/ user of the service before the commencement of the journey. The signature of the user should be obtained on this feedback form and it should be submitted to the Bank along with duty slip for payment. In case the user is not willing to provide feedback, then user may be requested by the driver to tick 'no' in the first line of the form (I am willing/ not willing to provide the feedback for the journey) and sign the form. The invoices sent for payment without the feedback form/ without user's signatures on the feedback form may be denied payment by the Bank.
- 17. Though adequate care has been taken while preparing the tender document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within seven days from the date of Notice inviting Tender, it shall be considered that this document is complete in all respects. The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures. While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
- 18.The Bank reserves the right to extend the period of tender availability and / or change the date of opening of the technical and price bids.
- 19 The Bank does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning



any reasons for doing so.

20.Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Bank shall have the option of terminating the Contract without incurring any liability for such termination.

21. The terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Tenderer to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Tenderer, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender.

I/We hereby declare that I/we have read the Scope of Work and Terms & Conditions explicitly mentioned above and accept the same to execute the contract, if awarded.

Signature of Tenderer:

Seal/Stamp:

Date:

Place:





FORM OF TENDER

Annual Maintenance Contract for Taxi Hiring Service for Tamil Nadu Regional Office at Chennai.

Please Note: Works/Work here and elsewhere in the tender shall mean Annual Maintenance Contract for Taxi Hiring Service for NABARD, Tamil Nadu Regional Office at Chennai.

The Chief General Manager, National Bank for Agriculture and Rural Development, Tamil Nadu Regional Office, No.48, MG Road, Nungambakkam, Chennai-600034 Dear Sir 1. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of the Contract Agreement annexed thereto. 2. Our Bankers are: (i.) (ii.) 3. Address of the firm: Tel. No: Fax: Email: Mobile No(s): ii) ii) Name of the person(s) authorised to sign the contract i) ii) esta stolli) Name of the partner(s) of the firm authorised to sign the contract



iii)	
5. The names of the Partners	s/Directors of our firm are
i)	ii)
iii)	
아이들이 되었다. 그리는 이번에 가는 맛있다면 그 그리는 이번 가는 이 경험 점점 없었다면 했다. 그렇다	nd understood the Scope of Works with its Schedule of Conditions relating to the Tender for the said works after r invited by you.
	ne scope of works specified in the Tender Document and rmation relating thereto as affecting the Tender.
Tender Document at the r all respects as per the Tern	ecute and complete the works in strict accordance with the rates quoted by me / us in the attached Bill of Quantities in his & Conditions and Scope of Works described in the Tender hires containing Terms and Conditions.
Rs.30,000/- (Rupees Thi forfeited in the event of ou of offer and / or in case of	interest free Earnest Money Deposit receipts of (EMD) of rty Thousand only) by e-payment and the sum shall be ur withdrawal of Tender before expiry of the validity period breach of contract in the event of our failure to execute the n to do so by accepting our Tender. I agree that EMD shall
	vernment (Central and State) Taxes such as trade tax, Excise as applicable and other taxes prevailing from time to time.
of fluctuation in the marke	et rates or any other reasons whatsoever during currency of up to 31st March 2025) except only if, any changes in nents.
	uted pre-bid pre-contract Integrity Pact as per the proforma ent (as per relevant stamp act of the state).
i)	ii)





iii)	

NAME OF THE PERSON(s) AUTHORISED TO SIGN AND SUBMIT THE TENDER

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

YOURS FAITHFULLY

(SIGNATURE OF THE TENDERER with Seal)

NAME AND ADDRESS OF THE TENDERER AND SEAL

DATE:





Categorization of Cars

Sl.No.	Vehicle hiring Categorisation	Make & Model of Cars	Remarks
1	CAT-I Cars (Car costing less than Rs.10.00 lakhs)	Swift-Dzire/Toyota-ETIOS/ Honda-Amaze or similar vehicles	Full AC
2	CAT-II Cars (Car costing above Rs.10.00 lakh less than Rs.20.00 lakhs)	Honda City/Hyundai-Verna/ Toyota Yaris/Innova or similar vehicles	Full AC
3	CAT-III Cars (Car costing above Rs.20.00 lakh less than Rs.35.00 lakhs)	Innova Crysta / Corola- Altis/Forturner or similar vehicles	Full AC

Note: The hiring of other car make & model not indicated above may also be included as per the above categorization (cost wise), during the contract period.





USER FEEDBACK FORM

(To be provided to the user before commencement of the journey)

I am willing to provide the feedback for the journey - (Yes / No)

N	ame of Agency:	
Ca	ar No:	
Ca	ar Type:	
Di	river Name:	
Di	river Contact Numbers:	
Pe	eriod of Booking – From: To:	
1.	Did the driver receive the guest with a placard (if applicable)	Yes/No)
2.	. Was the driver on time?	Yes/ No)
3.	. Was starting meter reading shown by the driver?	Yes/ No)
4,	. Was the driver neatly dressed/ well-behaved/ experienced? (Yes/ No)
5-	. Was the car model as per specified in the booking mail (\) intimation?	Yes/ No)
6.	. Was the car in good & clean condition (inside/outside)?	Yes/ No)
7.	Tissue Paper, Water bottles, Umbrella, Newspaper provided? (Yes/ No)
8.	. Was the driver using his mobile while driving?	Yes/ No)
9.	. Will you prefer to use the same agency again? (Y	Yes/ No)
10.	Any other suggestion/ complaint/ observation, please provide details -	
Sigr	nature:	
Nan	me of the guest:	
Des	signation of the guest:	
Cen	ntre of posting of the guest:	

(To be handed over to the driver on release of vehicle for submitting with the invoice to the Bank)

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Draft Articles of agreement

(to be executed on a non-judicial stamp paper of Rs.200/-)

THIS AGREEN	IENT is	made at	Chennai	on th	nis	day of	2023

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Tamil Nadu Regional Office at No.48, MG Road, Nungambakkam, Chennai-600034, herein after referred to as "NABARD" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

AND

						(ndividual/Pr			
or R/o,	and	having	its	(place	01	business	Or	Office)	aı
							.herein	after referre	ed to
as 'Vendo	r' (which	expressio	n shall	unless repu	ignant	to the context	meani	ng be deem	ed to
						trators and ex			
PART.									

WHEREAS the NABARD is desirous of awarding work of Annual Maintenance Contract hiring of taxi Service for NABARD, Tamil Nadu Regional Office at Chennai and has caused specifications describing the work to be done and prepared by Tamil Nadu Regional Office, NABARD, Chennai.

AND WHEREAS the Vendor has visited the site and fully understood the existing conditions of site for execution of work.

AND WHEREAS the Vendor has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable thereunder (hereinafter referred to as "the said contract amount").

NOW, THE AGREEMENT WITNESS THAT IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:-

- In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the vendors shall upon and subject to the said conditions annexed, carry out, execute and complete the supply/work shown in the contract, described by or referred to in the schedule of quantities and in the said conditions.
- The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and



(signature & seal of Bidder)
Date:



perform the agreements on their part respectively in the said conditions and the documents contained herein.

- 3. The Scope of work and all the terms and conditions as enumerated in this tender is part and parcel of this agreement and binding on the parties. The vendor shall ensure that all items of work specified in the scope of work is attended to. In case of difference between the tender document and this agreement, the agreement will prevail.
- This Agreement and documents mentioned herein shall form the basis of this
 contract.
- NABARD reserves to itself the right of altering the nature/quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.
- The Vendor shall provide to NABARD a security deposit of Rs.75,000/- (Rupees Seventy Five Thousand Only) (Interest Free).
- In case of breach of any terms and conditions attached to this contract, the Security Deposit of the Vendor will be liable to be forfeited by NABARD besides annulment of the contract,
- In case any of the documents furnished by the Vendor is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.
- The NABARD shall pay the vendor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- 10. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.
- All payments by the NABARD under this contract will be made only at Chennai.
- 12. The Vendor shall afford every reasonable facility for carrying out all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.
- 13. The Vendor shall indemnify and keep indemnified, defend and hold good NABARD, its staff and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Vendor or their personnel on account of misconduct, omission and negligence by the Vendor or his staff.
- 14. The Vendor shall ensure proper conduct of its personnel enforce prohibition of consumption of alcoholic drinks, paan, smoking, etc..
- 15. NABARD shall not be responsible for any damages, losses. Claims, financial or other injury to any person/s engaged by Vendor in the course of their performing the functions/works, or for payment towards any compensation.
- 16. Time shall be considered as the essence of this contract, and the Vendor hereby agrees to execute the work/ job immediate as per the schedule conveyed to him

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- 17. NABARD reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
- 18. DISPUTE RESOLUTION
- (a) In case of dispute regarding the quality of work and product / unsatisfactory services etc., the final authority will rest with the Chief General Manager, NABARD, RO, Chennai and the same will be binding on the Vendor.
- (b) In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this agreement and subsequent agreement shall in the first instance, be attempted to be resolved between the parties themselves.
- (c) If the dispute cannot be resolved through consultations between the Parties with in 30 (thirty) days after 1(one) Party has served a written notice on the other Party requesting the commencement of such discussions, any Party may thereafter in writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this Agreement and shall have prior experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Chennai. The language of arbitration shall be English.
- (d) The award of the arbitrator/s so appointed shall be final and binding on the parties.
- (e) Work under the contract shall be continued by the Vendor during the arbitration proceedings unless otherwise directed in writing by NABARD. No payment due, or payable by NABARD, to the Vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof
- 19. If the vendor becomes insolvent or found to have offered any bribe in connection with the contract or the Vendor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said security deposit and recover from the Vendor any loss suffered by NABARD on account of the contract being terminated.
- 20. This agreement is being executed in duplicate, NABARD shall keep the original and the Vendor shall keep the duplicate.
- The Vendor shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.
- 22. That the several parts of this contract have been read by the Vendor and fully understood by the Vendor.

IN WITNESS WHEREOF the NABARD and Vendor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the NABARD has set its hand to these presents through its duly authorized official and the Vendor has caused its common seal to be affixed hereunto and





the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

SIGNATURE CLAUSE:
SIGNED AND DELIVERED BY the National Bank for Agriculture and Rural Development by the hand of
Signature
Name & Designation
In the presence of
Signature
Name & Address
Signed and sealed by the vendor by the
Hand of Shri/Smt
Signature of the Vendor
Name of the authorized official Address:
In presence of Shri/Smt

Signature
Name & Address



Annexure-I

Specimen of Letter of Authorisation (to be given by bidder/tenderer)

The Chief General Manager NABARD, Tamil Nadu Regional Office Chennai-34

Dear Sir,

Subject: Letter of Authorisation

We (name of the company) have submitted our bid for participating in Bank's Bid/Tender No. dated for AMC for providing taxi hiring service for NABARD Tamil Nadu Regional at Chennai. We also confirm having read and understood the terms of Bid/Tender as well as the scope of work & requirements.

As per the terms of Bid/Tender, we nominate Mr. , designated as of our company to participate in the bidding process.

NABARD shall contact the above named official for any and all matters relating to the bidding process.

We, hereby confirm that we will honour the bids placed by Mr.

on behalf of the company in the bidding process, failing which we will forfeit the EMD. We agree and understand that NABARD may debar us from participating in future tenders for any such failure on our part.

Signature with company seal	
Name –	Name of Authorised Representative
Company / Organization -	Designation of Authorised Representative
Designation within Company / Organization –	Signature of Authorised Representative
Address of Company / Organization -	Verified by





Annexure II

Letter of Indemnity and Undertaking

(To be submitted by the successful bidder)

To
The Chief General Manager,
National Bank for Agriculture and Rural Development
Tamil Nadu Regional Office,
No.48, MG Road,
Nungambakkam, Chennai-600034.

Sir

Subject: Letter of Indemnity and Undertaking

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail Annual Maintenance Contract for Taxi Hiring Service for NABARD, Tamil Nadu Regional Office and its Quarters at Chennai as per this tender and which are hereinafter for brevity sake referred to as Pest control/Disinfection services, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the	(contractor	·/bidder) hereby declare an	d certify th	at we are	the
rightful owners	/ licensees of the sai	id service offered to NABA	RD and the	at the sale	e of
the said service	to NABARD by us a	and the use thereof by NAI	BARD does	not infri	nge
the property or	other intellectual pr	operty or copy rights of an	y other per	son and t	that
	The state of the s	y of Rights Act, 1957 or any	The same of the sa		
being in force.	G 1.				
We, the said		(contractor/bidder)	hereby	agree	to
indemnify and l	keep indemnified an	d harmless NABARD, its O	fficers, ser	vants, age	ents
and other author	orized persons agair	ast any action that may be	brought a	gainst us	for
infringement of	the right of proper	ty or other intellectual pro	perty or co	opy right:	s in
respect of the s	aid systems package	e supplied by us to NABAl	RD and wi	ll defend	the
same at our cos	t and consequences	and will pay or reimburse	NABARD	, its offic	ers,
servants, agents	and other authoriz	ed persons from all costs a	nd other e	xpenses t	that
they may be put	to or incur in that co	onnection in accordance wit	h the term:	s as provi	ded
for within the en	nd User License Agre	eement that accompanies t	he said sys	tems.	
We, the said		(contractor/bidder)	hereby al	so agree	to

(signature & seal of Bidder)
Date:



indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

Yours faithfully

(Name and Designation) of Authorized Official





PART II (Financial Bid)





PREAMBLE TO SCHEDULE OF QUANTITIES

ANNUAL MAINTENANCE CONTRACT TO PROVIDE TAXI HIRING SERVICES FOR TAMIL NADU REGIONAL OFFICE AT CHENNAI

- Preamble to schedule of quantities form a part of schedule of quantities for contractual purpose and should be studied carefully prior to filling up the schedule of quantities.
- Schedule of quantities supersedes Technical specifications, General and Particular conditions of Contract in case there are any discrepancies between any of these sections.
- 3. Items are described to the best possible extent in schedule of quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final rate for a particular item. No claim for any unclear and missing information shall be entertained after opening of the financial bid and also once the contract is awarded.
- If no rate/amount is mentioned against any of the items in Bill of Quantities, the same shall be considered to be covered in the quoted items, or the tender may be rejected at the discretion of NABARD.
- 5. Notes given in the Bill of Quantities should be read carefully before quoting the rates.
- All quoted rates shall be exclusive of all GST, toll, etc. No other claim whatsoever in this respect shall be entertained.
- 7. Income Tax, Works Contract Tax or any other Tax as applicable will be deducted from any payment due to the Contractors. The Contractor shall furnish necessary documentary evidence related to PAN and Certificate for Registration under Works Contract Tax/ Goods and Service Tax.

RATES TO BE FILLED IN BILL OF QUANTITIES

- The financial bids of the technically qualified bidder/s only will be opened.
- A separate Rate chart will be prepared by NABARD by considering the lowest rates against each category.
- 3. The lowest rates quoted under each Vehicle Category viz., Category I, II & III type of vehicles for the trip plan of '4hrs 40Kms' will be considered for awarding the car hiring contract for FY 2023-25 under the respective category. Thus there could be maximum of three different bidders who could qualify as L1 bidder for three different categories of vehicles.
- In the case of a tie between two or more Bidders under individual category, contract will be awarded on the basis of the Marks obtained in Evaluation of Technical Bid.





- 5. In case of multiple L1 bidders get same marks in Evaluation of Technical Bid also, then the purchase committee of the BANK may visit the work sites of the bidders and award marks to the work being carried out at the site adopting objective criteria. The work will be awarded to the bidder with highest marks.
- In case of multiple L1 bidders getting equal marks even after field visits, then final selection will be done based on draw of lots, as may be decided jointly by the BANK and select bidders, or by pulling the highest number from a box containing 30 numbers.
- 7. The tenderer is requested to fill up rates both in figures and words only for sl.no.1 of the financial bid under each category of vehicles (viz., I, II & III). If on check there are differences between the rates given by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
- a) When there is a difference between the rates in figure and in words, the rates, which correspond to the amounts worked out by the contractor shall be taken as correct.
- b) When the amount of an item not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
- c) When the rates quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- The Bank do not bind itself to accept the lowest or any tender and reserve its right to
 accept or reject any or all the tenders, either in whole or in part without assigning any
 reason for doing so.

DECLARATION BY THE CONTRACTOR

We/ I have read and understood all the instructions/conditions stated above and we / I accept all the above terms and conditions without any reservation. We/ I have taken in to account the above terms and conditions while quoting the rates.

Place:

Signature of Contractor (with Name and Seal)

Date:

Address:



ANNUAL MAINTENANCE CONTRACT TO PROVIDE TAXI HIRING SERVICES FOR TAMIL NADU REGIONAL OFFICE - 2023-2025 Financial Bid

(Amt. in Rs.)

CI N		Category of Cars					
Sl.No.	Plans Hrs/Km	CAT-I	CAT-II	CAT-III			
LOCAL	TRIPS - WITHIN	CHENNAI					
	4 hrs 40 km						
1	Amount in words	Rupees	Rupees	Rupees			
2	6 hrs 60 km	1993/1996					
3	10 hrs 100 km						
4	Extra hour charges						
5	Extra Km charges						
OUTST	ATION TRIPS - O	UTSIDE CHENN	AI (minimum of 25	o KM)			
6	Charges per KM						
7	Driver Batta per night (after 10 pm. to 6 am.)						

Note:

- Rate quoted above should be without the GST rates/toll & permit charges/etc.
- A separate Rate chart will be prepared by NABARD by considering the lowest rates against each category.
- The lowest rates quoted under each Vehicle Category viz., Category I, II &





III type of vehicles for the trip plan of '4hrs 40Kms' will be considered for awarding the car hiring contract for FY 2023-25 under the respective category. Thus there could be maximum of three different bidders who could qualify as L1 bidder for three different categories of vehicles.

Signature of the Tenderer with seal and address

Date: Place:





Checklist of Items to be uploaded as part of tender in GeM portal

- 1. Pre-Contract integrity Pact (To submitted at Office in Hard copy)
- 2. Duly signed and sealed copy of the tender document
- 3. Proof of EMD remitted.
- 4. Registration certificate/ Certificate of incorporation
- 5. GST registration certificate
- 6. Bank details/Cancelled cheque
- 7. Duly filled Proformas given in various sections and annexures
- Work completion certificates and certificates for works in hand (work orders) certificate.
- 9. Turnover certificate attested by a Chartered Accountant
- 10. Audited financial statements for FY 2021-22, 2020-21, 2019-20
- 11. Specimen of Letter of Authorisation
- 12. Letter of Indemnity and Undertaking
- 13. Various licenses/certificates as indicated in the document

