

## Tender for Providing Taxi Hiring Services at

**Bankers Institute of Rural Development, NABARD, Krishna  
Nagar Road, Bondel, Mangaluru-575008**



### **BANKERS INSTITUTE OF RURAL DEVELOPMENT**

(An establishment of NABARD under academic collaboration with BIRD, Lucknow)

Krishna Nagar Road, Bondel, Mangaluru -575008

Ph: 0824-2888502, Email-id: bird.mangaluru@nabard.org

Date of issue of tender document	28 May 2024
Pre-Bid Meeting with tenderers	04 June 2024
Due date and time for submission of tender	18 June 2024 at 05:00 PM
Date and time of opening technical bids	19 June 2024 at 11:00 AM
Date of Financial Bid Opening	Subsequent to opening of the technical bids



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## NOTICE INVITING TENDER

Ref. No. BIRD (M)/8319 / A-24 / DPSP / 2024-25

Dated: 27 May 2024

To,

M/s .....

Madam/Dear Sir,

### **Tender for Taxi Hiring Services at Bankers Institute of Rural Development (BIRD), Mangaluru Campus**

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

2. NABARD invites e-bids for providing Taxi Hiring Services at one of its Training Establishment Bankers Institute of Rural Development (hereinafter referred to as "BIRD") located at Bondel, Mangaluru from reputed agencies.

3. The tenderer shall submit two separate e-bids for the work – Technical Bid and Financial Bid through **GeM portal**. Tender document can also be downloaded from CPPP, NABARD's website: [www.nabard.org](http://www.nabard.org) and from BIRD, Mangaluru website: [www.birdmangaluru.in](http://www.birdmangaluru.in).

4. Last date for submission/receipt of tender(s) is **18<sup>th</sup> June 2024 till 05:00 PM**. Tenders received after stipulated date/ time shall not be entertained. Technical bid will be opened online on **19<sup>th</sup> June 2024 at 11:00 AM** by BIRD, Mangaluru in its office in the presence of tenderers or their authorized representatives who wish to be present. In case, any holiday on the day of opening, the tenders will be opened on the next working day at the same time.

5. The Financial Bid of only those tenderers, who fulfil the technical bid requirements, will be opened. The Financial Bids will be opened at a later date after detailed evaluation of Technical Bids.





6. This tender is to identify the tenderer for providing quality Taxi Hiring Services for trainees/staffs/officers/VOF/VEF guests. The shortlisted tenderer will not automatically get award of final work and assigned work will be awarded to the tenderer complying with all the specifications and Terms & Conditions stipulated to the satisfaction of BIRD, Mangaluru. BIRD, Mangaluru reserves its right in this regard. Selected Tenderer shall have to execute an agreement with BIRD, Mangaluru as per the Terms & Conditions of BIRD, Mangaluru. Draft Agreement is enclosed.

Yours faithfully



(Sheela M Bhandarkar)

Deputy General Manager



### SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from website	
	Website	<a href="http://gem.gov.in/">http://gem.gov.in/</a> <a href="http://www.nabard.org">www.nabard.org</a> <a href="http://www.birdmangaluru.in">www.birdmangaluru.in</a>
	From	28 May 2024
	To	18 June 2024
Earnest Money Deposit (EMD)	The tenderer shall deposit Earnest Money Deposit/Bid Security deposit for an amount of Rs.41,000/- (Rupees Forty One Thousand only)	
Account details for depositing EMD	Payee Name	: NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
	Bank Name	: NABARD
	Branch Name	: Head Office, Mumbai
	Account Number	: NABADMN22
	IFSC Code	: NBRD0000002
Pre-Bid meeting	04 June 2024 at 11:00 AM	
Last date of submission of Tender	18 June 2024 until 05:00 PM	
Date, Time & Venue of Opening of Technical Bids	19 June 2024 at 11:00 AM at BIRD, Mangaluru	
Date, Time & Venue of Opening of Financial Bids	Will be intimated subsequent to opening of technical bids	
Contact Details	Joint Director, BIRD, Krishna Nagar Road, Bondel, Mangaluru 575008	
Telephone No.	0824 - 2888511/530	



**PART-I**

**TECHNICAL BID**



## INSTRUCTIONS TO TENDERERS

### 1. GENERAL:

The present tender is being invited for Taxi Hiring Services under which the tenderer shall provide vehicles as per the needs of BIRD, Mangaluru. The detailed SCOPE OF WORK is mentioned at page no. 26.

The rates and service charges should be quoted as one bid (**as per Annexure-X**). The successful tenderer would be required to execute an agreement with NABARD/BIRD, Mangaluru through Joint Director, BIRD, Mangaluru, wherein BIRD, Mangaluru is a confirming party in the agreement and the selected tenderer is required to raise the bills along with the certificates which would be mentioned in the documents.

### 2. ELIGIBILITY CRITERIA

2.1 Bidder shall be a professional Bidder (proprietor, firm, company, etc.) with a minimum of 3 years' experience in providing Taxi Hiring Services to Institutions of Central Government, State Governments, Public Sector Undertakings, Training Institutions of Banks/PSU's, Financial Institutions & Educational Institutes of National Importance recognized by MHRD and name appearing on website of MHRD or reputed Private Organizations. The time period of 3 years shall be reckoned as on 31 March 2024.

2.2 Tenderer shall have an average annual turnover of ₹6.00 Lakh for the last three financial years (i.e., 2020-21, 2021-22, 2022-23 and 2023-24 provisional figures), duly supported by audited or CA certified statement of accounts. The tenderer should have done at least:

- i. Three similar works valuing not less than ₹8.00 lakh, or
- ii. Two similar works valuing not less than ₹10.00 lakh, or
- iii. One similar work valuing not less than ₹16.00 lakh.

2.3 Names and addresses of clients along with details regarding nature, amount and period of the contracts shall be furnished along with Technical Bid. Certificates from the clients regarding the value, quality and duration of service rendered during the last five years shall be submitted to corroborate the details mentioned in ANNEXURE-II.

2.4 **The tenderer should have an office/garage at Dakshin Kannada/Udupi District or be willing to have an office/garage in Dakshin Kannada/Udupi, if awarded the contract.**

2.5 Track record of the tenderer shall be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police/Court/Regulatory/Appellate authorities against the tenderer.





2.6 The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.

2.7 The tenderer must not have been suspended/delisted/blacklisted by any organization, on any grounds. The tenderer should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The tenderer shall give details of all disputes he/she had with his/her clients and furnish the status thereof.

2.8 If the performance of the tenderer is/has been found to be unsatisfactory for any reasons, whatsoever, in any organization, then BIRD-Mangaluru reserves the right to reject the bids submitted by such tenderer.

2.9 The tenderers whose vehicles have taxi permits only need to submit the tenders and attach documentary evidence of taxi permits and Insurance /Registration certificate. The tenderer must possess the following documents: -

- i. Firm Registration Certificate.
- ii. Compliance with Motor Vehicles Act (RTO Certificate).
- iii. Vehicle ownership documents.
- iv. Registration Nos. under various Statutory Acts viz. PAN, GST, Labour License mandatory.
- v. Valid insurance documents.
- vi. Annual turnover of the firm for last 3 years (minimum ₹6.00 lakh per annum) furnished copies to be certified by CA and 3-year IT returns 2020-21, 2021-22 and 2022-23.
- vii. EMD deposit (enclose receipt/UTR number).

2.10 The tenderer shall promptly and timely obtain all such consents, permissions, approvals, licenses etc. as may be necessary or required for carrying out the contract. The tenderer shall also inform and assist BIRD Mangaluru in procuring any registration, permissions, or approvals, which may be statutorily required to be obtained by BIRD, Mangaluru for availing the services. The tenderer shall comply with all terms and conditions thereof strictly and shall keep such license duly validated and/or renewed from time to time.

2.11 The tenderers shall submit documentary evidence in support of the above eligibility criteria.

2.12 Financial Bids of only those tenderers will be opened who qualify the technical bids criteria.

2.13 The tenderer must enter Pre-contract Integrity Pact (ANNEXURE-VI) at his own cost on an Rs.200/- non judicial stamp paper with the Bank as per the format given, to become eligible to participate in the tender. Independent Monitor Shri Jagdeep





Kumar Ghai, P&TA, FS (Retd.), has been appointed as monitor for this Pact in consultation with the Central Vigilance Commission. **It would be a preliminary qualification and bid documents will not be considered or will be rejected in the absence of the Integrity Pact.**

2.14 The Tenderer shall apply only through their authorized signatories.

### 3. OTHER INSTRUCTIONS:

3.1 Bidding firms/companies shall have current account in a scheduled commercial bank.

3.2 (a) Memorandum of Understanding shall be provided in case the Tenderer is a Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

(d) The tenderer shall submit full details of his ownership and control or, if the Tenderer is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

3.3 Each Tenderer is required to confirm and declare with his bid that no agent, middleman, or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If BIRD, Mangaluru subsequently finds to the contrary, it reserves the right to declare the Tenderer as non-compliant and declare any contract if already awarded to the Tenderer to be null and void.

3.4 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

3.5 The tenderer is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender



document in every respect will be at the tenderer's risk and may result in rejection of his/her bid.

3.6 The tenderer shall not make or cause to be made any alteration, erasure, or obliteration to the text of the Tender document.

#### **4. ONE BID PER TENDERER:**

Each tenderer shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a tenderer or if any of the partners in a joint venture or any one the members of the consortium participate in more than one bid, the bids are liable to be rejected.

#### **5. COST OF BID:**

The tenderer shall bear all costs associated with the preparation and submission of their bid and the BIRD, Mangaluru will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

#### **6. VISIT TO PREMISES AT BIRD, MANGALURU:**

The tenderers are advised to visit BIRD, Mangaluru Campus and acquaint themselves with the requirements. The costs of visiting shall be borne by the tenderer. It shall be deemed that the tenderer has undertaken a visit to the campus of the BIRD, Mangaluru and is aware of the operational conditions prior to the submission of the tender documents.

#### **7. CLARIFICATION OF TENDER DOCUMENT:**

7.1 In case the tenderer has any doubt about the meaning of anything contained in the Tender document, he/she shall seek clarification from the Office of BIRD, Mangaluru during the pre-bid meeting scheduled on **04 June 2024 at 11:00 AM**. Any such clarification, together with all details on which clarification had been sought, may be issued as corrigendum to the tender document.

7.2 Except for any such written clarification by the BIRD, Mangaluru which is expressly stated to be an addendum to the tender document issued by the Office of the Joint Director, BIRD, Mangaluru (concerned Section), no written or oral communication or explanation by any other employee of the BIRD, Mangaluru shall be taken to bind or fetter the BIRD, Mangaluru under the contract.

#### **8. LIST OF DOCUMENTS TO BE ENCLOSED:**

8.1 At the time of submitting technical bid, the tenderers are required to enclosed/uploaded photocopies of following documents (Documents in original should be produced for verification as and when it is required by BIRD, Mangaluru,





failing which their bids will be summarily / out rightly rejected and will not be considered for any further correspondence):-

- i. Registration Certificate as per existing norms (indicating the legal status – Company/ Partnership firm/ Proprietorship Concern, etc.).
- ii. Copy of GST Registration Certificates.
- iii. Copy of PAN Card.
- iv. Copies of Income Tax Return filed for last three financial years.
- v. Copies of Annual Turnover details in Rupees for last three Financial Years 2022-23, 2021-22, and 2020- 21 including audited balance sheet and Profit & Loss Account.
- vi. Work Experience Details, service provided to Government Departments /PSUs/Autonomous Bodies/ Corporate Bodies (Copies of Purchase Orders and completion certificates as required by the Technical Bids received from Government Departments / PSUs / Autonomous Bodies / Corporates during each of the last seven years) should be enclosed / uploaded with clearly indicating the annual payment given to the tenderer.
- vii. A Short profile of the organization.
- viii. Bid Security (Earnest Money Deposit) for an amount of Rs.40,000/-.
- ix. Pre-Contract Integrity Pact.
- x. Copy of Power of Attorney for authorized signatory.
- xi. Compliance with Motor Vehicles Act (RTO Certificate).
- xii. Vehicle ownership documents.
- xiii. Valid insurance documents.
- xiv. Copy of self-attested KYC documents as applicable to individual, sole proprietor/partnership firm/company, etc as given in Annexure IX.

8.2 The Financial Bid should contain Preamble and ANNEXURE- X i.e., entire PART-II of the tender document duly filled in figures and words. **The financial bids submitted in this format will only be considered for scrutiny.**

**NOTE:**

If required, BIRD, Mangaluru will obtain reports on past performance of the tenderer from their clients and evaluate the said reports before opening of the Financial Bid of the tender. 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 opening of Technical Bid of the tender. The Bank is not bound to assign any reason for rejecting the tender.

- After prima facie scrutiny, if any of the tenderer is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further.
- Each page of the application shall be signed. The application shall be signed by person/persons on behalf of the organization having necessary authorization/Power of Attorney to do so.
- Clarifications, if any required may be obtained from BIRD, Mangaluru.
- 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, the EMD amount received from such tenderers shall be forfeited.
- Notwithstanding anything stated above, BIRD, Mangaluru 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 BIRD, Mangaluru.

## 9. BID PRICES:

9.1.1. Tenderer shall quote the rates in Indian Rupees / the service charges for the entire contract on a 'single responsibility' basis such that it covers tenderer's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Taxi Hiring Service at BIRD, Mangaluru.

9.1.2. All the existing statutory requirements such as ESI / EPF, GST, Group Insurance, other taxes, etc. shall be dealt with as per existing laws / instructions. The offers of those prospective tenderers which do not meet the statutory requirements are liable to be rejected.

9.1.3 Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the tenderer. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Tenderer in words and figures or in the amount worked out by him, scrutiny of the tender shall be done as per BIRD Mangaluru discretion.

9.1.4. Conditional bids/offers will be summarily rejected.

9.2. **FORM OF BID:** The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Tenderer. If the Tenderer is a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participants



thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

9.3. **DURATION OF CONTRACT:** The contract may be valid initially for **Twenty-One (21) months i.e., from 1<sup>st</sup> July 2024 to 31<sup>st</sup> March 2026**, and the Joint Director, BIRD Mangaluru reserves the right to curtail or to extend the validity of contract on the same or revised rates and terms and conditions for such period as may be agreed to, but not beyond further two (02) years. However, if for any reason the contract is terminated by any of the parties, the tenderer shall provide his services till BIRD, Mangaluru makes another or alternate arrangement.

9.4. **BID SECURITY:** The successful tenderer shall deposit Bid Security (Retention Money Deposit) for an amount of Rs.1,02,500/- (Rupees One Lakh Two Thousand Five Hundred only) or 5% of the contract value, whichever is higher. The Bid Security may also be directly credited in our Account, the details of which are:-

Payee Name : NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
Bank Name : NABARD  
Branch Name : Head Office, Mumbai  
Account Number : NABADMN22  
IFSC Code : NBRD0000002

**Note:** MSE's as defined in MSE Procurement Policy issued by GoI or Tenderers who are registered with central Procurement Organization are exempt from submitting EMD. Documentary proof in this regard needs to be enclosed in the Technical Bid.

9.4.1 No interest shall be paid on the EMD submitted by the tenderers. EMD of unsuccessful tenderers would be refunded after the award of work to the successful tenderers.

9.4.2 Tender for which the EMD amount has not been received in our bank account will not be accepted by BIRD, Mangaluru except in case of MSEs as defined in MSE Procurement Policy issued by GoI or tenderers who are registered with Central Procurement Organizations. Such exemption shall be given only on submission of documentary proof.

9.4.3 The EMD of successful tenderer shall be retained by BIRD, Mangaluru towards Retention Money Deposit (RMD)/Security Deposit (SD). The quantum of security deposit shall be 5% of the annual contract amount. The successful tenderer has to submit the balance amount of security deposit within 10 days of issue of work order. Retention Money Deposit (RMD)/Security Deposit (SD) will be refunded after the expiry of the contract period. SD will not bear any interest.

9.4.4 The Bid Security will remain valid for a period of forty-five (45 days) beyond the final bid validity period.





9.4.5 Bid securities of the unsuccessful tenderers will be returned to them at the earliest after expiry of the final bid validity.

9.4.6 Bid Security shall be forfeited if the tenderer withdraws his/her bid during the period of Tender validity.

9.4.7 Bid Security shall be forfeited if the successful tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the BIRD, Mangaluru.

## **10. SUBMISSION OF TENDER:**

10.1 The last date of receipt of Tender is on or before **05:00 PM on 18 June 2024** and Technical Bids of Tenders will be opened on **11:00 AM on 19 June 2024**. Tenders received after stipulated date/ time shall not be entertained. Tenderers are requested to make note of dynamic time being displayed on GeM Portal to ensure that the bids are submitted on time. Late tenders will not be accepted under any circumstances.

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

10.3 BIRD, Mangaluru may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the BIRD, Mangaluru and the Tenderer will be the same.

## **11. BID OPENING AND EVALUATION:**

11.1 The authorized representatives of the BIRD, Mangaluru will electronically open the Technical Bids in the presence of the Tenderers or of their representatives who choose to attend at the appointed place and time, i.e., 19 June 2024 at 11:00AM.

11.2 The bid of any tenderer who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

11.3 Conditional bids will also be summarily rejected.

11.4 Subsequently, the selected technical bids will be evaluated as per information furnished by tenderer and eligibility criteria.

11.5 Financial bids of only the technically qualified tenderers will be opened for evaluation in the presence of qualified tenderers.

11.6 Right to accept any Bid and to reject any or all Bids:-





11.6.1 The BIRD, Mangaluru is not bound to accept the lowest or any bid and may at any time by notice in writing to the tenderers terminate the tendering process.

11.6.2 The BIRD, Mangaluru may terminate the contract if it is found that the tenderer is blacklisted on previous occasions by any of the Govt. Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc.

11.6.3 The BIRD, Mangaluru may terminate the contract in the event of successful tenderer fails to furnish the Performance Security or fails to execute the agreement.

## 12. AWARD OF CONTRACT:

12.1 The BIRD, Mangaluru will award the contract to the successful evaluated tenderer whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

12.2 The BIRD, Mangaluru will communicate to the successful tenderer by an e-mail/letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the Work Order) shall prescribe the amount which the BIRD, Mangaluru will pay to the tenderer in consideration of the execution of work/services by the tenderer as prescribed in the contract.

12.3 The successful tenderer will be required to execute an agreement in the form specified in ANNEXURE-V within a period of 14 days from the date of issue of Work Order. The cost of stamp paper for execution of the agreement shall be borne and paid in full by the Tenderer/agency.

12.4 The successful tenderer shall be required to furnish a Retention Money Deposit/Performance Security within 15 days of receipt of Work Order for an amount of ₹1,02,500/- or 5% of contract value, whichever is higher, through electronic mode to the following bank account:

Payee Name : NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
Bank Name : NABARD  
Branch Name : Head Office, Mumbai  
Account Number : NABADMN22  
IFSC Code : NBRD0000002

12.5 The EMD of the successful tenderer may be converted into RMD / Performance Security and shall not carry any interest whatsoever. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the tenderer accordingly.



12.6 Failure of the successful tenderer to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

12.7 A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to BIRD, Mangaluru on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by BIRD, Mangaluru shall be treated as conclusive proof of payment.

### **13. MISCELLANEOUS:**

13.1 Notwithstanding anything stated above, BIRD, Mangaluru reserves the right to assess the tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of BIRD, Mangaluru.

13.2 The decision of BIRD, Mangaluru in awarding the work shall be final.

13.3 BIRD, Mangaluru reserves the right to accept / negotiate / reject any Tender either in whole or in part without assigning any reasons therefor whatsoever and without entering into any further correspondence and hence, BIRD, Mangaluru shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of BIRD, Mangaluru in this regard shall be final and undisputable.

13.4 BIRD, Mangaluru also reserves the right of supersession of any of the conditions stipulated in the Tender Document.





## GENERAL CONDITIONS FOR TAXI HIRING SERVICES AT BIRD- MANGALURU

1. Initially, the contract will be awarded for the period from the 01<sup>st</sup> July 2024 to 31<sup>st</sup> March 2026. The tenure may thereafter be extended with mutual consent at the sole discretion of BIRD Mangaluru, subject to satisfactory performance, preferably on the same or revised terms and conditions of this tender or on a mutually agreed rate.
2. BIRD, Mangaluru will have the option to terminate the contract, after giving notice of one month in writing without assigning any reason thereof, if the bidder commits breach of any of the conditions contained in this contract or fails to render the services to the satisfaction of BIRD, Mangaluru. However, the Tenderer shall not be entitled to terminate the Contract before completion of the aforesaid period of 21 months and in the event of the contract being extended by BIRD, Mangaluru beyond the said period, the Tenderer may terminate the contract by giving **three months** prior notice in writing.
3. BIRD, Mangaluru reserves the right to reject any or all offers without assigning any reason thereof. BIRD, Mangaluru shall decide not to avail of any services from any Tenderer as a consequence of this Tender. BIRD, Mangaluru also reserves the right to re-issue/ recommence the entire bidding process without the vendors having the right to object. Any decision of BIRD, Mangaluru in this regard shall be final, conclusive and binding on the bidders.
4. EMD of the unsuccessful bidder shall be returned after finalization of the tender. It shall not carry any interest. EMD of the successful bidder shall be retained and adjusted towards Security Deposit/Retention Money Deposit. EMD so retained shall also not bear any interest.
5. The acceptance of offer of contract shall be communicated by the successful Tenderer to BIRD, Mangaluru within **7 working days from the date of issue of the Offer**. Failure to accept the offer and communicate accordingly within this period shall result in forfeiture of the EMD and revocation of the offer. The successful bidder must execute an agreement with BIRD, Mangaluru within **15 working days from awarding the contract**.
6. Successful bidder shall be required to deposit a further sum of **₹61,500/- (Rupees Sixty One Thousand Five Hundred only) in addition to the EMD of Rs.41,000/-** within 15 working days from the date of acceptance of offer, towards **Security Deposit/ Retention Money Deposit** for due performance of the contract. The total Security deposit of **₹1,02,500/- (Rupees One Lakh Two Thousand Five Hundred only)** shall be refundable after expiry/termination of the contract. The contract shall automatically become null





& void and EMD of ₹ 41,000/- will stand forfeited in the event of the tenderer failing to deposit the amount as above. However, BIRD, Mangaluru reserves the right to revive the contract, if circumstances warrant. The security deposit shall not bear any interest.

7. A Performance Guarantee (in the prescribed format) from a scheduled commercial bank, payable on demand valid for a period equivalent to duration of the contract of same amount as RMD may be furnished by the successful tenderer in lieu of the Security Deposit, upon award of contract. The Performance guarantee shall be renewed for a further period in case of renewal of the contract by BIRD, Mangaluru.
8. The successful Bidder shall execute an Agreement/Contract on stamp paper of appropriate value containing inter-alia all the terms and conditions of the contract, as approved by BIRD, Mangaluru.
9. If the successful bidder fails to comply with the terms and conditions of this tender or the subsequent agreement/contract in course of the contract period, the security deposit shall be forfeited in full or in part as decided by the Competent Authority.
10. The bidder shall provide taxi hiring services as specified in the "**Scope of work and specific terms & conditions for Taxi Hiring Services**" in page no 26.
11. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
12. No advance shall be paid. Bills for taxi hiring services may be raised by the Tenderer on a monthly basis and the same shall be settled after deducting all applicable statutory taxes. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills.
13. The Tenderer or his staff shall not use the premises, properties, fixtures, fittings, etc., of BIRD Mangaluru for any purpose other than those expressly provided in this tender or the subsequent contract.
14. The Tenderer or his/her authorized representative has to attend the review meetings convened every month or as and when required, for discussion, evaluation of performance of the contract, and compliance to statutory issues, etc.
15. In the event of any damage being caused to the movable or immovable property of BIRD, Mangaluru or its client or to the property of the employees of BIRD, Mangaluru, the BIRD, Mangaluru reserves the right to compute the damage in terms of money and to deduct the money from the bill of the Tenderer or from the



amount payable to the Tenderer by the BIRD, Mangaluru and recover the remaining amount, if any, by way of civil damages.

16. The Tenderer shall not use the logo, name, identity or letterhead of Bankers Institute of Rural Development (BIRD) or National Bank for Agriculture and Rural Development (NABARD) and the relationship between the Tenderer and BIRD, Mangaluru being on principal-to-principal basis, the Tenderer shall not hold himself/herself as an agent of BIRD, Mangaluru.
17. The bidder shall not use BIRD's address on his letterhead/stationery for purposes of Registration with any Government/Local Body or any other organization or person and no tenancy shall be created by the presence of his workmen/employee on BIRD's premises.
18. To ensure effective implementation of this contract, the Joint Director or an authorized official of BIRD, Mangaluru shall issue instructions, either orally or in writing to the Tenderer and such instructions shall be deemed to be a part and parcel of this contract and shall be binding on the Tenderer. In all matters relating to or incidental to this contract, if there arises any doubt or dispute or disagreement, the decision of the Joint Director, BIRD, Mangaluru shall be final and binding on the Tenderer.
19. It shall be the Tenderer's responsibility to ensure that the obligations under the terms of this contract are duly performed and observed.
20. BIRD, Mangaluru reserves the right to amend/modify the tender document or issue any corrigendum to the bid process. The Tenderer shall not contest the right of the BIRD, Mangaluru to do the same.
21. The Tenderer shall maintain and provide all necessary documentation, registers and records and other related documents as proof of compliance with all statutory requirements and provisions of applicable laws and to be furnished for inspection of BIRD, Mangaluru /authorised official as and when required.
22. The Tenderer shall comply with all municipal and other regulations relating to taxi hiring services and BIRD, Mangaluru shall not be responsible in any way for any breach by the Tenderer of the rules and regulations governing the running of such establishments.
23. In case of any labour problems related to the workmen staff of the Tenderer, the same shall be settled at the Tenderer 's end only. The Tenderer shall indemnify BIRD, Mangaluru suitably. It shall be the duty of the Tenderer to clearly inform his own personnel/staff that they shall have no claim whatsoever against BIRD, Mangaluru and they shall not raise any industrial dispute, either directly and/or





indirectly, with or against BIRD, Mangaluru in respect of any of their service conditions or otherwise.

24. The Tenderer shall indemnify and keep indemnified, defend and hold good the BIRD, Mangaluru its officers, employees 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 Bidder or his/her/their services personnel on account of misconduct, omission and negligence by the Bidder or his service personnel.
25. The Tenderer shall be registered with the Central/State Body concerned and shall abide by State Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract, including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, etc., and shall indemnify the BIRD, Mangaluru against risks and damages arising out of the default on the part of Tenderer due to negligence or non-compliance of any of the aforesaid rules, regulations, etc., laid down by the Government, Statutory authorities Regulations and other Government bodies, if any, from time to time.
26. The Tenderer shall arrange to issue Identity Cards and uniforms to all the persons engaged.
27. The Tenderer shall ensure that none of his personnel on duty is in inebriated state or consumes drug, alcohol, prohibited substances, smoke, etc., while on duty or otherwise inside BIRD, Mangaluru premises. The Tenderer shall remove any employee who in the opinion of BIRD, Mangaluru is guilty of misconduct, or is in any manner unfit or unsuitable for service. The Tenderer shall at all times indemnify BIRD, Mangaluru against all claims which may be made under the Workmen's Compensation Act, or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Tenderer shall be solely responsible for the remuneration and other dues to its employees, as also for omissions/commissions done by them.
28. The workmen/persons engaged by the Tenderer shall not have any right/claim over the facilities enjoyed by BIRD, Mangaluru staff, participants, etc. It is clearly understood that the Tenderer's workers shall not have any employee-employer or master-servant relationship with BIRD, Mangaluru.
29. The Tenderer shall not engage minors for taxi hiring service. Any violation will be the sole responsibility of tenderer and BIRD, Mangaluru will not in any way be liable / responsible for the same.



30. The Tenderer shall ensure:

- a) That all instructions, guidelines, and specifications issued to the Tenderer by BIRD, Mangaluru are clearly and effectively communicated by the Tenderer to its employees and personnel.
- b) That all instructions, guidelines, and specifications are strictly adhered to by the workmen and personnel of the Tenderer so that the reputation of BIRD, Mangaluru is not compromised.
- c) That no action of the Tenderer and/or its employees and/or personnel shall violate prevailing laws and regulations. The Tenderer shall not engage any staff with criminal background against whom there is any complaint registered with the law enforcement agencies.

### **31. Failure to Exercise BIRD's rights**

Any omission on the part of BIRD, Mangaluru at any time to exercise any of its rights under the terms of engagement of the taxi hiring tenderer shall not be deemed to amount as waiver on the part of BIRD, Mangaluru of its rights and in no way impair or affect the validity of the terms and the privilege of BIRD, Mangaluru to enforce its rights at any time subsequently.

### **32. Disputes Resolution**

- i. In case of dispute regarding the quality of service provided, the final authority will rest with the Joint Director/Officer-in-Charge, BIRD, Mangaluru and the same will be binding on the tenderer.
- ii. In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this BID and subsequent agreement shall in the first instance, be attempted to be resolved between the parties themselves.
- iii. If the dispute cannot be resolved through consultations between the Parties within 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 Mangaluru. The language of arbitration shall be English.
- iv. The award of the arbitrator/s so appointed shall be final and binding on the parties.

Work under the contract shall be continued by the successful tenderer during the arbitration proceedings unless otherwise directed in writing by





BIRD, Mangaluru. No payment due, or payable by BIRD, Mangaluru, to the Tenderer 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.

33. Tenderer / successful tenderer shall ensure that no person involved in any litigation against any of the offices of NABARD / BIRD, Mangaluru shall be deployed under any circumstances.

34. Any liability arising out of any litigation (including those in consumer courts) due to any act of tenderer's personnel shall be directly borne by the tenderer including all expenses / fines. The concerned tenderer's personnel shall attend the court as and when required.

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

36. If the tenderer is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the BIRD, Mangaluru for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture / consortium / group / partnership shall not be altered without an intimation to the BIRD, Mangaluru.

37. During the course of contract, if any tenderer's personnel are found it to be indulging in any corrupt practices causing any loss of revenue to the BIRD, Mangaluru shall be entitled to terminate the contract forthwith duly forfeiting the tenderer's Performance Guarantee.

38. In the event of default being made in the payment of any money in respect of wages of any person deployed by the tenderer for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the BIRD, Mangaluru may make payment of such claim on behalf of the tenderer to the said Labour



Authorities and any sums so paid shall be recoverable by the BIRD, Mangaluru from the tenderer.

39. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the BIRD, Mangaluru, such money shall be deemed to be payable by the tenderer to the BIRD, Mangaluru within seven days.

40. The BIRD, Mangaluru shall be entitled to recover the amount from the tenderer by deduction from money due to the tenderer or from the Security Deposit/Retention Money Deposit.

41. The tenderer shall not engage any sub-tenderer or transfer the contract to any other person in any manner.

42. The tenderer shall indemnify and hold the BIRD, Mangaluru indemnified from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the tenderer.

43. The personnel engaged should project an image of utmost discipline. They should be above the ages of 18 yrs. NO UNDERAGE / MINOR (below 18 years of age) SHALL BE DEPLOYED UNDER ANY CIRCUMSTANCES. The entire responsibility for such lapse shall be that of the tenderer.

44. The tenderer shall get their staff screened for gross physical disabilities and contagious diseases and will provide a certificate to this effect for each personnel deployed. BIRD, Mangaluru will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

45. The BIRD, Mangaluru shall not be responsible for providing residential accommodation to any of the employee of the tenderer.

46. The BIRD, Mangaluru shall not be under any obligation for providing employment to any of the worker of the tenderer after the expiry of the contract. The BIRD, Mangaluru does not recognize any employee employer relationship with any of the workers of the tenderer.

47. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the BIRD, Mangaluru from the agency.

48. If any underpayment is discovered, the amount shall be duly paid to the agency by the BIRD, Mangaluru.





49. The tenderer shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the BIRD, Mangaluru.

50. **Penalty Clause:** The services provided may be reviewed by the Committee constituted respectively by BIRD, Mangaluru. If the committee is of the view that the services provided by the tenderer is not up to mark, the committee may prescribe a penalty in the range of 5 % to 20 % of the contract value of that month. The decision of BIRD, Mangaluru shall be final and binding on the tenderer in this regard.

#### **51. OBLIGATION OF THE TENDERER:**

The tenderer shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The tenderer shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the tenderer in respect thereof, which may arise.

#### **52. JURISDICTION OF COURT:**

The courts at Mangaluru shall have the exclusive jurisdiction of all disputes, if any, arising out of this agreement between the parties.

#### **53. EXIT:**

The contract is liable for termination by giving one month notice by BIRD, Mangaluru and three months' notice by the tenderer. However, the contract may be terminated by BIRD, Mangaluru without allowing notice period, if the quality of the work is found not to be satisfactory. The Security Deposit under these circumstances will be forfeited.

54. **VALIDITY OF TENDER:** 90 Days from the date of opening of the Tenders.

55. The Tenderer shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.

56. Tenderer shall vouchsafe bonafide, conduct and fidelity of the staff employed by him. Any damage caused willfully or in negligence to the works executed, shall be borne by the tenderer.

57. Recovery of income tax, education cess, work contract tax, GST-TDS etc. as applicable and in force shall be deducted from the bill during the currency of the contract.



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

SIGNATURE AND SEAL OF TENDERER:

DATE:

PLACE:





## SCOPE OF WORK

### Scope of Work and Specific Terms & Conditions

The broad scope of work will include the following –

1. Providing the vehicles (AC only) such as Tempo Traveller/Compact Sedan/Premium Sedan/Luxury Sedan/SUVs etc. as and when requisitioned by the BIRD, Mangaluru/by a person authorized by BIRD, Mangaluru.
2. The Tenderer must be able to provide vehicles in the following segments as mentioned below, having valid taxi permits based on requisition:
  - **Segment-1:** Tempo Traveller (12+1)
  - **Segment-2: Sedan:** Hyundai Accent/Maruti Swift Dzire/Toyota Etios or Equivalent
  - **Segment-3: SUV:** Toyota Innova Crysta or Equivalent.
3. All vehicles provided to BIRD, Mangaluru should have valid taxi permits to travel locally and throughout India. Vehicle must have yellow/commercial registration number/plate.
4. All vehicles should be in good working condition with neat and clean interior and exterior.
5. All vehicles should have valid Pollution Certificate.
6. The driver should have a valid driving license, which should be produced by him as and when demanded by the concerned authorities. Renewal of his driving license from time to time will be the responsibility of the tenderer. The drivers should be well conversant with roads/routes around Mangaluru.
7. The drivers deployed should have reasonable experience with good driving record and should be able to converse in Kannada/Hindi/ English/Other languages. He should be able to attend to minor repairs of vehicles en-route in case of need.
8. The driver in clean uniform (Preferably in white shirt & trouser) must report for duty at the specified time. He should maintain a proper record of mileage on a daily basis and get the same authenticated by BIRD, Mangaluru officer/staff. The drivers should maintain duty slips with complete details of kms travelled/time of relief etc. duly authenticated by BIRD, Mangaluru officer's signature. The driver should be polite, courteous and service oriented at all times.

All vehicles must have clean interior, upholstery, well maintained exterior and noiseless drive.



10. The vehicles should be provided with:

- One English or Hindi and one Financial News Paper of the date.
- Two bottles (500 ml each) of branded Mineral Water (Bisleri/Aquafina/Kinley).
- Face tissue papers in pouch.
- Umbrella.
- Sanitizer
- First-aid box and
- Universal mobile charger.

No extra charges will be paid for the above. If items required to be made available in the vehicle are not provided, then a sum of Rs 500/- shall be deducted from the concerned journey bill.

11. All the documents viz. insurance, registration, road tax, pollution, permits, valid license, etc. related to each vehicle should be readily available in respective vehicle with drivers.

12. The service provider shall take comprehensive insurance with third party unlimited liability risk of the vehicles detailed for BIRD, Mangaluru requirement. The Institute shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of contractor's vehicle by BIRD, Mangaluru.

13. The service provider shall be solely responsible for any claims by any third party and/or employees of BIRD, Mangaluru traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.

14. In the event of any break-down, servicing and repairs of vehicles, the service provider at his own cost shall make alternate arrangement by providing similar class of vehicles for which agreement is entered into. Failure to do so will evoke penalty clause.

15. The Tenderer shall ensure that the taxis provided by them are registered under Motor Vehicle Act, 1988 read with Motor Vehicle (amendment) Act 2015 or any other relevant laws, statutes, rules, and regulations brought by the Central or State Government from time to time.

16. BIRD, Mangaluru will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as service provider shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present and as may be enforced from time to time for which BIRD,





Mangaluru would not be liable/responsible in any manner whatsoever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the service provider only and BIRD, Mangaluru will not be liable in any manner.

17. The service provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever.

18. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

19. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle will be provided by service provider without any extra charges.

20. The service provider shall provide at his own cost proper uniform and badges as per KARNATAKA MOTOR VEHICLES RULES, 1989 and photo identity cards to the drivers. The service provider shall be responsible for the acts and deeds of drivers of the vehicles including following:

- The drivers/staff of the vehicles deployed for BIRD, Mangaluru duties should maintain polite & courteous behaviour towards all Staff.
- Driver must possess a working mobile phone whose number should be given to BIRD, Mangaluru by service provider.
- Drivers should have valid commercial driving licenses.
- Driver should use fresh uniform while on service.
- The driver should not be under influence of liquor or any other intoxicants or smoke while on duty. In the event of such happenings, the driver will have to be removed from services and any damages caused by such tenderer's employees will be totally borne by the tenderer.
- In case of any eventuality/complaint, the service provider will provide another Driver immediately within one hour.
- The service provider shall get character and antecedents of the Driver verified from the Police Authority and the service provider shall be responsible for the same.

21. At the option of BIRD, Mangaluru, Service provider shall provide vehicle tracking system and will submit the record /data of journey including pickup time and drop time along with mileage.

22. A logbook of each instance of violation of contractual obligations by the tenderer shall be maintained. Every violation shall attract penalty as mentioned against each obligation. Before imposing a penalty, BIRD, Mangaluru will provide 3 days



prior notice to the vendor to make its representation. The vendor confirms and agrees that penalty whenever becomes payable the same shall be deducted by BIRD, Mangaluru from the payments due to the vendor.

23. There should not be any refusal of services during night/odd hours.
24. The agency shall ensure the safety of women passengers at all times.
25. Parking bill if paid by the agency, shall be reimbursed only on production of receipt of proper receipt along the Invoice.
26. Vehicle should be fuelled before the commencement of journey so as to avoid any inconvenience to the passenger.
27. Any complaint from BIRD, Mangaluru/staff of BIRD, Mangaluru with respect to their behaviour/ uniform will be viewed seriously and it will be brought to the notice of the service provider, who shall take suitable action.
28. Separate duty slip will be maintained for each vehicle, which will be signed by the authorized signatory of BIRD, Mangaluru. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during office hours and after completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the staff of BIRD, Mangaluru using the vehicle or by the staff deployed by the administration of BIRD, Mangaluru. On the basis of each vehicle's duty slip, the service provider shall prepare monthly bills enclosing therewith a consolidated statement of each vehicle's monthly running and original copies of duty slip.
29. The vehicles deployed for duty for BIRD, Mangaluru shall at no point of time carry any person other than personnel authorized by the Institute. The service provider has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speed, rash driving, and driving vehicle without brakes/defective brakes.
30. The service provider shall ensure that the vehicles deployed by him are maintained well, cleaned thoroughly both internally and externally, boot kept clear off dust, rubbish, oil and any personal belongings of the driver. Adequate spares such as bulbs, belts, spare tyres etc., in good condition shall be kept in the vehicles at all times along with toolkit for use, if necessary. Also, all vehicles should have an emergency medical kit and Fire Extinguisher.





31. Preferably, the Tenderer should have ability to liaison with Govt./Insurance Authorities besides arranging for emergency transport/touring facility providers, in case of breakdown of a vehicle provided.
32. The Tenderer shall provide taxi on written/e-mail or verbal instructions over phone within the time specified therein. The Tenderer shall also be required to provide taxi at short notice from BIRD, Mangaluru (say within an hour in case of emergency). They should have 24x7 one point contact or Customer Desk for providing service to BIRD, Mangaluru. In case, the tenderer fails to provide taxi on BIRD, Mangaluru's requirement either verbal over phone or written, BIRD, Mangaluru shall be free to remove the tenderer from the empanelment & terminate the contract.
33. The Tenderer shall comply with the provision of Contract Labour (Regulation & Abolition) Act, 1970, the Contract Labour (Regulation and Abolition) Central Rules, 1971, 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. BIRD, Mangaluru reserves the right to call for proof of such compliance whenever deemed necessary, and the Tenderer shall be bound to abide by the same. The tenderer shall be solely responsible for any violation of provision of the above-mentioned legislative enactments or any other statutory provisions and shall further keep BIRD, Mangaluru 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 Tenderer's failure to fulfil any of the obligations hereunder and/or under the said Acts/rules/regulations/ or any byelaws or rules framed under or any of these, BIRD, Mangaluru, shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the tenderer's monthly payment and Security Money Deposit.
34. The drivers/employees engaged by the tenderer shall also abide by the instructions provided by the security officers/guards of BIRD, Mangaluru and vehicles/persons will have to undergo security check as and when required.
35. The tenderer shall ensure that its personnel do not at any time, without the consent of the BIRD, Mangaluru in writing, divulge or make known any trust, accounts matter, or transaction undertaken or handled by the BIRD, Mangaluru and shall not disclose to anybody any information about the affairs of BIRD, Mangaluru. This clause does not apply to the information, which becomes public knowledge.
36. It shall be the responsibility of the Tenderer to provide taxi(es)/vehicles as and when requisitioned by the BIRD, Mangaluru including Night/Early Morning. Any delay shall attract penalty as mentioned above. Without prejudice to the above, the



Tenderer shall also have to make alternate arrangements in case of breakdown of his vehicles(s). In case of failure, the Tenderer shall be responsible to compensate all expenses incurred in this regard and the same will be deducted from the outstanding bill of the Tenderer. Decision of BIRD, Mangaluru in this regard shall be final and binding on the Tenderer. Such compensation shall be in addition to any penalty levied under para 22 above. Penalty and compensation, if any, shall be deducted from any outstanding bill of the Tenderer.

37. The Tenderer shall ensure that the cars provided must not be more than 5 years old.
38. The Tenderer should convey without fail the car details i.e., Car make & color, Car Registration No., Driver's Name and his mobile number to Car Booking Desk and to the user of the car by a telephone call, e-mail and through an SMS respectively at least 6 hours prior to the commencement of journey.
39. The driver must always be available at the place where the car is parked once the car has reported to the guest.
40. The driver must carry a placard depicting particulars of the arriving Guest/Officer at the Airport/Railway Station, etc. The agencies should ensure that there is no room for complaints from any guests.
41. The drivers will carry out the orders given by the authorized officers of the BIRD, Mangaluru and will also observe the rules and regulations of BIRD, Mangaluru regarding safety and security.
42. 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 BIRD, Mangaluru shall render itself liable for summarily termination of the agreement forthwith without any notice or any compensation in lieu thereof.
43. The driver should report for duty at specified time and remain with the car during duty hours. He must ensure to fill the duty slip details – garage out time, k.m., release time k.m., parking charges etc. and have it signed by the guest.
44. In case the vendor fails to provide cab / vehicle on our request, BIRD, Mangaluru shall be free to cancel the contract of the vendor and de-list him from the panel without any notice.
45. In case of any break down of the vehicle en-route, replacement vehicle should be immediately sent.





46. The rate quoted should exclude all taxes. However, all applicable taxes should be mentioned separately. Toll and parking charges shall be paid on production of original receipt.

47. Bills may be submitted to BIRD, Mangaluru, along with duty slips, monthly for payment. While making payment, BIRD, Mangaluru will deduct applicable taxes at source and issue certificate in this regard. In case vehicle booked with the agency comes late, office may return vehicle without any compensation.

### **Penalties for Non-Compliance of Service Level Agreement**

Penalties will be levied on the service provider, for the violation of Service Level Agreement of the contract as mentioned below:

**1. Major Penalties:** The following incidents will be considered as major and will attract immediate termination of the services for their non-compliance:

<b>S. No.</b>	<b>Major Incident</b>
<b>1</b>	No Valid Registration papers of the vehicles
<b>2</b>	No Valid Comprehensive Insurance
<b>3</b>	No Valid Pollution Under Control (PUC) Certificate
<b>4</b>	Odometer Tampering and Odometer not working
<b>5</b>	Tampering with Log Book

### **2. Deficiencies in Services:**

- First Aid Box missing.
- Tool Kit missing.
- Driver without License.
- Vehicle without proper document.
- Driver without Uniform.
- Uniform not washed everyday.
- Vehicle delayed beyond 10 minutes and up to 30 minutes at 1<sup>st</sup> pick up.
- Vehicle delayed beyond 30 minutes.
- Misbehaviour with staff.
- Exterior and interior, including seat covers, floor mattresses, dashboard and windows not clean.
- Re-fuelling while pickup/ drop.



- Driver found under the influence of Alcohol or any other intoxication substance.
- Driver found smoking while driving.
- Driver engaged in distracting conversation or loud music or speaking on phone while driving.
- A/C not working (if air-conditioned vehicle).
- Over-speeding.

**DECLARATION BY THE TENDERER:**

We/I have read and understood all the instructions/conditions made above and We/I have taken into account the above Instructions/Terms and Conditions while quoting the rates. We/I accept all the above Terms and Conditions without any reservation, in all respects.

**SIGNATURE AND SEAL OF TENDERER:**

DATE:

PLACE:





**ANNEXURE-I**

Photo

**BASIC INFORMATION OF THE TENDERER**

<b>Sr.No</b>	<b>Particulars</b>	<b>Details</b>
<b>1</b>	Name of the Applicant/Organisation and address of the registered office	
<b>2</b>	Year of Establishment	
<b>3</b>	Type of the Organisation (Whether Sole Proprietorship/Partnership/ Private Limited/ Limited or Cooperative Body etc.)	
<b>4</b>	Name of the Proprietor/Partners/Directors of the Organisation/Firm	
<b>5</b>	Details of Registration (Whether Partnership firm, Company, etc.)- Registering Authority, Date, Registration No., etc. mentioning the business/ activity of the firm	
<b>6</b>	Whether registered with Govt./Semi-Govt./Municipal Authorities or any other public organization and if so, in which class and since when?	
<b>7</b>	Experience in the field of taxi hiring Services of similar campuses/training establishments etc.	
<b>8</b>	Qualified personnel available with the organization	
<b>9</b>	Adequate and satisfactory evidence to indicate financial capacity of the Organisation to undertake the said work with names of Bankers and their full address. (Solvency certificate from the Bank or Certified copies of balance sheet and Income Tax clearance certificate for the last three years shall be attached).	
<b>10</b>	Yearly turnover of the company during the last 3 years	2020-21 Rs. 2021-22 Rs. 2022-23 Rs.
<b>11</b>	Permanent Account Number (PAN)	



12	Ability to provide Bank Guarantee or other equivalent forms of security from a Scheduled Bank.	
13	Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. (If yes, please furnish the details in the proforma given below:)	
14	Whether suspended/delisted/blacklisted by any organization on any grounds? (If yes, please furnish the details:)	
15	Whether the tenderer has rescinded/abandoned any contract awarded by any of this client before the expiry of the prescribed period of contract. (If yes, please furnish the details:)	

Sr. No.	Name of the Work & the Employer	Nature of Work	Work Order No. & Date	Present Stage of Work	Value Contract (Rs.)	Brief details of litigation, if any

**SIGNATURE AND SEAL OF THE TENDERER**

**DATE:**

**PLACE:**





## ANNEXURE-II

### PREVIOUS EXPERIENCE

i) List of important works executed by the firm during last five years with experience in executing works of similar nature i.e., taxi hiring services for training institutes/ establishments. Please arrange to provide value of job, approximate capacity of each contract where taxi hiring services were/was/is being undertaken and the year of contract along with copy of work orders, performance certificates / completion certificates. **Please note that the details furnished should be for taxi hiring services of a similar nature only.**

Sr. No	Name of the Work & Location	Nature of the Work	Name & Full Postal Address of the Client	Contract Amount(Rs.)

ii) List of important works ON HAND:

Sr. No	Name of the Work & Location	Nature of the Work	Name & Full Postal Address of the Client	Contract Amount(Rs.)
(1)	(2)	(3)	(4)	(5)

Contract/Completion Period	Present Stage of Completion With reasons for delay, if any	Any Other information
(6)	(7)	(8)

**SIGNATURE AND SEAL OF THE TENDERER**

**DATE:**

**PLACE:**



### ANNEXURE-III

## BANKERS INSTITUTE OF RURAL DEVELOPMENT, MANGALURU CHECK-LIST FOR TECHNICAL BID FOR TAXI HIRING SERVICES

Sr. No	Document to be uploaded	Whether enclosed or Not
1	Bid Security/EMD.	
2	Copies of Annual Turnover details in Rupees for last three Financial Years (2022-23, 2021-22 and 2020-21) including audited balance sheet and Profit & Loss Account.	
3	Undertaking on own Letterhead as per format prescribed in Annexure-IV.	
4	Self-attested copy of the PAN card.	
5	Self-attested copy of GSTIN.	
6	Self-attested copy of valid Registration number of the Firm /agency.	
7	Compliance with Motor Vehicles Act (RTO Certificate).	
8	Vehicle ownership & insurance documents.	
9	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
10	Proof of experiences of last three financial years along with satisfactory performance certificates from the concerned employers.	
11	Annual IT returns of previous three years (2020-21, 2021-22 and 2022-23)	
12	<b>Signed Copy of Pre-Contract Integrity Pact mentioned in Annexure-VI on Rs.200/- Stamp Paper.</b>	
13	Short profile of the Organisation	
14	Self-attested copy of Power of Attorney	
15	Duly filled Annexures with stamp and signature at appropriate places	





**ANNEXURE-IV**  
**(ON THE LETTER HEAD OF THE AGENCY)**  
**UNDERTAKING**

To  
The Joint Director,  
Bankers Institute of Rural Development,  
Mangaluru-575008

Name of the firm/Agency \_\_\_\_\_  
Name of the tender \_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/we undertake to offer my/our services in conformity with scope/nature of work and the terms and conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.
4. I/We abide by the provisions of Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1970 and other statutory provisions like Provident Fund Act, ESI, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
5. I/We do hereby undertake to provide quality taxi hiring services as mentioned in the tender document.

(Signature of the Tenderer)  
Name and Address of the Tenderer:

Date: \_\_\_\_\_

Place: \_\_\_\_\_



## ANNEXURE-V

### BANKERS INSTITUTE OF RURAL DEVELOPMENT, MANGALURU

#### FORM OF AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_ day  
\_\_\_\_\_ (Month) \_\_\_\_\_ (Year) between National Bank for  
Agriculture and Rural Development (NABARD) through the Joint Director, Bankers  
Institute of Rural Development, Mangaluru (hereinafter called "the BIRD, Mangaluru"  
which expression shall, unless excluded by or repugnant to the context be deemed to  
include his successors in office and assigns) of the one part AND  
\_\_\_\_\_ (Name and address of the contractor ) through  
Shri \_\_\_\_\_, authorized representative (hereinafter called "the  
contractor " which expression shall, unless excluded by or repugnant to the context,  
be deemed to include his successors, heirs, executors, administrators, representatives  
and assigns) of the other part for providing Taxi Hiring Services to its Campus situated  
at Krishna Nagar Road, Bondel, Mangaluru, Karnataka 575008, unless excluded by or  
repugnant to the context be deemed to include his successors in office and assigns the  
conforming party to the agreement.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. Terms and Conditions;
  - c. Notice inviting Tender and the terms and conditions contained in the Tender;
  - d. Bill of Quantities;
  - e. Scope of work;
  - f. Addendums, if any; and
  - g. Any other documents forming part of the contract.

3. In consideration of the payments to be made by the BIRD, Mangaluru to the Contractor as hereinafter mentioned, the Tenderer hereby covenants with the BIRD,





Mangaluru to execute the Taxi Hiring Services w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender document.

4. The BIRD, Mangaluru hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

6. In case, any dispute or issue arises regarding the interpretation of any of the clauses of this agreement or of any of the documents prepared or to be prepared in this regard, the contents of the Tender Documents shall prevail over this agreement and /or any other document.

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

(Signature of the contractor) Name and Address of the contractor.  Telephone No.	Signature of Authorized Signatory of Bankers Institute of Rural Development, Mangaluru
(Signature of Witness 1) Name of Witness  Address of Witness	(Signature of Witness 1) Name of Witness  Address of Witness
(Signature of Witness 2) Name of Witness  Address of Witness	(Signature of Witness 2) Name of Witness  Address of Witness



(On a Rs.200/- Non- Judicial stamp paper)

**ANNEXURE-VI**

**INTEGRITY PACT**

Between

**Bankers Institute of Rural Development, Mangaluru, an  
establishment of National Bank for Agriculture and Rural  
Development (NABARD)**

hereinafter referred to as "**The Principal**"

And

..... hereinafter referred to as "**The Bidder/Contractor**"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

**Section 1 – Commitments of the Principal**

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in





this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)/Contractor(s)**

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

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

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



### **Section 3 – Disqualification from tender process and exclusion from future contracts**

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

### **Section 4 – Compensation for Damages**

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

### **Section 5 – Previous transgression**

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

### **Section 6 – Equal treatment of all Bidder(s)/Contractor(s)/ Sub-contractor(s)**

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

### **Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s) / Subcontractor (s)**

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





## Section 8 – Independent External Monitor

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

The Independent External Monitor appointed for NABARD is

Shri Jagdeep Kumar Ghai, PTA & FS (Retd.)  
Flat 1032, A Wing, Vanashree Society,  
Sector 58 A&B, Palm Beach Road,  
Nerul, Navi Mumbai-500706

- (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 Bidders(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor (s) with confidentiality. The Monitor has also signed declarations on Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.



- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

### Section 9 – Pact Duration

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

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

### Section 10 – other provisions

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

(For & On behalf of the Principal)

(Office Seal)

(For & on behalf of the Bidder/Contractor)

(Office Seal)





Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## ANNEXURE-VII

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

Performance details of the Firm: M/s

Located at:

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

Signature of the Reporting Officer Place  
(Office Seal)

Place:  
Date:







## Annexure - IX

### List of KYC documents to be enclosed:

#### 1. Individuals –

##### (a) Certified copies of documents to be obtained for proof of identity:

- i. Passport
- ii. Driving license
- iii. UID document (Aadhaar Card)
- iv. Voter's Identity Card issued by Election Commission of India
- v. Job card issued by NREGA duly signed by an Officer of State Govt.
- vi. Letter issued by the National Population Register containing details of name and address.

*(Any of of the documents specified in sl. No.1.(a) (i) to (vi) above to the satisfaction of BIRD-M)*

- vii. One recent photograph
- viii. Permanent Account Number (PAN)
- ix. Income Tax Returns

##### (b) Certified copies of documents to be obtained for proof of address:

- i. Telephone bill (not more than two months old)
- ii. Bank a/c statement (not more than two months old)
- iii. Letter from a recognized public authority on letter head
- iv. Electricity bill (not more than two months old)
- v. Ration Card
- vi. Letter from employer (to the satisfaction of the Bank)

*(Any of of the documents specified in sl. No. 1 (b) (i) to (vi) above to the satisfaction of BIRD-M)*

#### 2. Sole Proprietorship – Certified copies of following documents: Any two of the following documents indicated from(a) to (or the equivalent e-documents thereof as a proof of business/activity in the name of Proprietary firm):

- i. Registration certificate
- ii. Certificate/license issued by the Municipal authorities under Shop and Establishment
- iii. Sales and Income Tax returns
- iv. CST/VAT/GST certificate (Provisional/Final)
- v. Utility bills viz. Electricity, Water, Telephone bills, etc. (not more than two months old)
- vi. OVD (proof of address)





- vii. Permanent Account Number of the firm
- viii. Photograph (Latest)

**3. Company - Certified copies of following documents:**

- i. Certificate of Incorporation
- ii. Memorandum & Articles of Association
- iii. Permanent Account Number (PAN)/card of the Company
- iv. A resolution from the Board of Directors (BoDs) and power of attorney to its Managers, Officers or Employees to transact on its behalf.
- v. OVD relating to beneficial owner, Managers, Officers or Employees, as the case may be, holding an attorney to transact on the Company's behalf.
- vi. Utility bills viz. Electricity, Water, Telephone bills, etc. (not more than two months old)
- vii. Permanent Account Number (PAN)/Director Identification Number

**4. Partnership firms - Certified copies of following documents:**

- i. Registration certificate
- ii. Partnership deed
- iii. Permanent Account Number (PAN) of the Partnership firm
- iv. Power of attorney to its Managers, Officers or Employees to transact on its behalf.
- v. OVD relating to beneficial owner, Managers, Officers or Employees, as the case may be, holding an attorney to transact on the Company's behalf.
- vi. Utility bills viz. Electricity, Water, Telephone bills, etc. (not more than two months old)
- vii. Bank Account Statement (not more than two months old)



**PART-II**

**FINANCIAL BID**





## PREAMBLE

### Price Bid for Taxi Hiring Services:

- 1) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The Rates Quoted as per ANNEXURE-X should be filled carefully.
- 2) In case the rates quoted are found unreasonable and do not conform to the specifications or stipulations given in the tender document, the financial bids submitted would be rejected outright and the final decision in this regard will be that of BIRD Mangaluru.
- 3) Rates quoted by the tenderer should include Tenderers Profit, materials required on monthly basis, tools, and equipment as per requirement, other overheads, etc. Tenderers may be advised to quote service charges after due diligence which should be reasonable and workable.
- 4) The rates quoted **should not** include Goods and Services Tax. GST, as applicable, shall be paid depending upon the rate decided by Government of India from time to time.
- 5) Rates shall have to be quoted both in words and figures.
- 6) BIRD, Mangaluru does not bind itself to accept abnormally low bids. The rates quoted by the tenderer should be able to demonstrate the capability of the tenderer to deliver the contract at the offered price. Abnormally low bids will be subject to analysis by BIRD, Mangaluru. If required, BIRD, Mangaluru may call written clarification from the tenderer, including detailed price analysis of the Financial Bid. BIRD, Mangaluru reserves the right to reject the bid, if the bid is found to be abnormally low to deliver/perform the contract.
- 7) BIRD, Mangaluru, in no way, shall be liable for non-compliance with statutory obligations such as Minimum Wages, EPF and ESI.
- 8) An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax to be submitted.
- 9) No escalation or increase in the rates will be given during the contract period, except due to revision of statutory taxes like GST to the relevant extent.
- 10) In case multiple L1 bidders, the final selection of bidder is done by GeM portal through system logic.



- 11) **The financial bids submitted in the format prescribed in Annexure-X will only be considered for scrutiny.**
- 12) **The bid not adhering to above mentioned directions is liable to be rejected.**

**DECLARATION BY THE TENDERER**

We/I have read and understood all the instructions/conditions made above and We/I have taken into account the above Instructions/Terms and Conditions while quoting the rates. We/I accept all the above Terms and Conditions without any reservation, in all respects.

SIGNATURE AND SEAL OF TENDERER:

DATE:

PLACE:





**ANNEXURE-X****SCHEDULE OF RATES (Amt. in Rs.)**

Sl. No.	Type of Usage	AC Tempo Traveller (12+1)	AC SEDAN Toyota ETIOS/ Hyundai Accent/ Swift Dezire or equivalent	AC SUV Innova Crysta or equivalent
1	Airport Drop from BIRD Mangaluru (Fixed Rate)			
2	Airport- Pick up (Fixed Rate)			
3	Railway Station drop /pickup -Mangalore Central (Fixed Rate)			
4	Railway Station drop /pickup -Mangalore Junction (Fixed Rate)			
5	Local Trips-(4 hrs or 40 kms)			
6	Local Trips-(8 hrs or 80 kms)			
7	Full Day Trips – (10 hrs or 250 kms)			
8	For extra kms or time:			
	a) Per km			
	b) Per hour			
9	Night charges, if any (please specify)			
10	Outstation Charges, if any (please specify)			
11	Any other charges, if any (please specify)			

**Note:** Toll, Parking, and other govt. levies will be paid on actual bases on submission of receipts.



I/we declare that:

- a) The rates quoted are as per the conditions mentioned in this tender document.
- b) The charges for executing the work mentioned above is inclusive of the mandatory charges and other statutory provisions.
- c) The Financial Bid is liable to be rejected if any of the above rates are found not to be in compliance with the respective statutory laws.

**SIGNATURE OF THE TENDERER WITH SEAL**

**DATE:**  
**PLACE**

