



**BID DOCUMENT – ADDITIONAL TERMS & CONDITIONS - HIRING
DRIVER (LMV) FOR OFFICE CAR ON CONTRACT BASIS
ESTIMATED BID VALUE- ₹ 18 Lakhs**

1. Eligibility Criteria for Bidder

- a. The office of the bidder should be based in Mumbai Metropolitan Region (MMR)/ Thane/ Navi-Mumbai. Attach self-attested photocopy of proof.
- b. The Bidder should have a minimum experience of three years as on 31/03/2024 in the field of providing Drivers on Contract Basis. Attach self-attested photocopy of documents as indicated in following paragraphs.
- c. The Bidder should be possessing/holding a valid License issued by Central/State Government/concerned Department of Government of Maharashtra for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act. In case any other permission or Certificate is required for providing Contract, the Bidder will be required to submit the same within one month of award of the work. The successful Bidder would be required to deploy Manpower / Contract Labour as per norms prescribed under the said Act. Attach photocopy of Licence.
- d. The Bidder should be registered with EPF/ESI/ GST. As a mandatory requirement, the last six months paid challans with an undertaking that ESI & EPF compliance has been made for all coverable staff for the last six months in (Annexure V) is to be enclosed.
- e. The bidder should have experience of executing similar satisfactory services of providing drivers on contractual basis during the last 3 years i.e. 2021-22, 2022-23 & 2023-24 at any Central Govt./ State Govt./ Govt. Undertaking/ PSU/ Banks. The work should have been undertaken for at least 03 different locations at Mumbai Metropolitan Region (MMR)/ Thane/ Navi-Mumbai during the last 03 years. Bidder to submit work experience details, including copies of Purchase Orders, work completion certificates received from the above-mentioned agencies. The documents to also indicate the annual payment given to the bidder.

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

National Bank for Agriculture and Rural Development

पारिसर, सुरक्षा एवं अधिप्राप्ति विभाग

प्लॉट क्र सी-24, 'जी' ब्लॉक, बान्द्रा-कुर्ला कॉम्प्लेक्स, बान्द्रा (पूर्व), मुंबई - 400 051. टेली: 022 681 20050 • ई मेल: dpsp.pss@nabard.org

Department of Premises, Security and Procurement

Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051 • Tel.: 022 681 20050 • E-mail: dpsp.pss@nabard.org

- f. The Bidder should have minimum Annual Turn-over of ₹ 20 Lakhs during the last three financial years i.e. 2021-22, 2022-23 & 2023-24 and must be duly certified by the appropriate Chartered Accountant.
- g. NABARD HO will disqualify from the tender process, all bidders who do not sign the Integrity Pact or violate its provisions.
- h. Bid Offer Validity – 90 days.
- i. Type of Bid- Two packet (Technical & Financial Bids)
- j. The contract will be awarded to the lowest bidder/s (L1) as per terms and conditions mentioned in this document till 31st March 2026 and extendable for a further period of one year for a maximum of two occasions on the same terms and conditions entirely at the Bank's discretion, subject to the satisfactory performance of the bidder.
- k. Work order may be given to more than one agency and in order to engage multiple agencies, bank will offer L2 and L3 bidders to accept L1 rate. If L2 and L3 bidders agree to the lowest rates (L1) and other terms and conditions of this document, then they will also be considered as our approved agencies and work orders will be awarded to them. If either/ both L2 or/ and L3 bidders do not accept the L1 rates, then L1 rates will be offered to L4 and/ or L5 bidders subsequently and so on. If they agree to the lowest rates, then they will be given work orders for providing hired drivers.
- l. "Service Charges" quoted by Bidder in their Financial Bid should not be less than 3.85%.
- m. The rate of "Service Charges" quoted by the Bidder/Tenderer in their Financial Bid shall remain fixed during the contract period except change in minimum wages as per the notification of Government. Any other statutory obligations apart from PF, if applicable, may also be claimed by the agency provided, they submit the evidentiary documents for the same.
- n. National Bank for Agriculture & Rural Development (NABARD), however, reserves the right to terminate the contract at any time without assigning any reason thereof by serving one month's notice.

Signature & Seal of Bidder

- o. The Bidder/Tenderer quoting the “Service Charges” below the prescribed limit shall be treated as “Unresponsive” and will not be considered.
- p. Earnest Money Deposit: EMD of requisite amount of Rs. 40,00/- (Rupees Forty Thousand Only) as per bid details on GEM portal to be deposited in the form of Bank Guarantee (BG) from Nationalized Bank/ Scheduled Bank latest by closing date & time of the bidding at NABARD Head Office (HO), Mumbai. Bank Guarantee to be uploaded in GeM and original to be sent to this office on the following address through registered post/ in person/ courier failing in which the bid shall be rejected: -

National Bank for Agriculture and Rural Development (NABARD)
 DPSP – PSS
 Ground Floor ‘C’ Wing
 Plot No. C-24, Block 'G'
 Bandra-Kurla Complex, Bandra (East), Mumbai – 400051

Alternatively, the EMD amount of ₹ 40,000/- shall be directly credited to NABARD account as detailed below: –

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFSC code	NBRD0000002
Account Number	NABADMN07

After the deposit of EMD amount through online payment, bidder must intimate the transaction details on dpssp.pss@nabard.org as per the following format: -

Name of Depositor	
Mode of transfer – Online (NEFT / RTGS)	
UTR No.	
Transaction date	
Amount deposited	
** Attach Bank Statement showing amount debited from account, on or before last date of submission of RFQ.	

- q. The EMD must be submitted before last date of submission of tender as per Gem Portal. In case of NEFT & RTGS payment Counterfoil/ receipt/ transaction detail

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for the same has to be uploaded in GeM portal. The Tender without EMD shall be rejected out rightly. No interest is allowed on the EMD/ RMD/ BG. EMD will be returned to the unsuccessful bidders after completion of tender process. The EMD shall be forfeited under the following conditions:

- i. If the bidder, withdraws the bid during the period of bid validity specified in the Bid.
- ii. if the contractor fails to commence the work within the stipulated date as mentioned in the work order.
- r. MSME registered vendor are exempted from EMD. In case of exemption, they need to submit valid MSME registered certificate (specifying hiring of drivers and associated services) along with NSIC enlistment wherein their monetary limit which is required up to EMD value is indicated.
- s. Performance Security Deposit (RMD): The successful Bidder will have to deposit a Performance Security Deposit of ₹ 90,000/- (Rupees Ninety Thousand Only) within 15 days of acceptance of Bid as per Bid Details on GEM in the form of Bank Guarantee which is valid for 60 days beyond the expiry of period. **Alternatively**, security deposit shall be directly credited to NABARD account as mentioned above in para 1 (o). Performance security deposit will not bear any interest.
- t. If at any stage, it is found that the documents, certificates, bills and documents pertaining to mandatory proof of payment of minimum wages, statutory payments and other payments submitted by the Bidder are forged or have been manipulated, the work order issued to the Bidder shall be cancelled and the Security Deposit of the Bidder shall be forfeited without any claim whatsoever on NABARD and the Bidder is liable for action as deemed fit by NABARD.
- u. All the copies of the documents mentioned in the Eligibility Criteria, Annexure I to IX and other necessary documents are required to be attached with the “Technical Bid” to be eligible for opening of “Financial Bid” as these documents will help in evaluating the Technical Bid of the Bidder.

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- v. The drivers to be deployed at NABARD shall be approved by the concerned security officer of the bank keeping in view the skills and personality traits of the drivers. The vendor shall provide new resources if directed to do so by the bank official.
- w. Dinner Allowance (DA) & Travelling Allowance (TA): DA @ ₹ 100/- each per night is payable if driver stays beyond 11:00 PM. If the driver has to report before 06:00 AM then travelling allowance @ ₹ 100 is also payable.
- x. The Bidder, on award of contract, has to sign an Agreement with NABARD on a non/judicial Stamp Paper of ₹ 200/- containing all the terms and conditions mentioned in the Tender Document.
- y. Before quoting the rates, the bidder should read the document carefully. Bidders are advised to visit the office/sites, survey the prevailing conditions to get a better understanding of the nature and scope of work and obtain clarifications, if necessary, from NABARD HO before quoting the rates. This document does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this document.
- z. The Bidders are advised to keep in view all the administrative and financial expenses/arrangements to be made and borne by him/them for providing Driver on Contract Basis including alternate driver in case regular driver is on leave and to make payment of minimum wages, statutory and other payments as per Terms and Conditions and Scope of Services given in the Bid Document. Please note that all payments will be made by the Bidder in time to the driver and to statutory authorities first from his own financial sources and then claim reimbursement of Monthly Contract charges along with mandatory/statutory documents/requirements as per procedure given in the Bid Document. Also NABARD is not responsible for any statutory non-compliance as per labour laws.
- aa. The Bank reserves the right to accept/reject any bid or to annul the bidding process at any time prior to award of the contract, without assigning any reason thereof or without incurring any liability to the affected bidder (s) or

Signature & Seal of Bidder

any obligation to inform the affected bidder(s) of the grounds of Bank's action. Bank also has the right to reject all the bids and to go in for re bidding process without assigning any reason thereof. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder. NABARD shall not be bound to accept the lowest (L1) bid. Bids which do not fulfil all or any of the conditions of NABARD or are incomplete in any respect and if the bidder imposes his conditions in addition to the conditions specified by NABARD, the bids will be rejected.

- bb. The Contract will start from the date of issue of work order.
- cc. The information contained in the document is selective and is subject to update, expansion, revision and amendment. NABARD does not undertake to provide any Bidder with access to any additional information or to update the information in this document or to correct any inaccuracies therein, which may become apparent. NABARD reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available/accessible to all recipients by NABARD.
- dd. NABARD also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document.
- ee. NABARD reserves the right to reject any or all the responses to the documents / Bids received in response to this document at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of NABARD shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process. The decision of the Bank shall be final and binding with regard to price bids.
- ff. NABARD reserves right to change/modify/amend any or all provisions of the document.

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gg. The Contractor shall indemnify and keep indemnified Bank against all claims, demands, suits and proceedings whatsoever that may be brought or made against NABARD by or behalf of any person, body, authority, whomsoever and all penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatever nature which the Bank may now hereafter be liable to pay or sustain by virtue of or as a result of the performance or non-performance by the Contractor of any of the terms and conditions of this document or applicable laws.

hh. Inspection/ Audit: -

- i. The Bidder shall be required to keep complete and accurate records of all the operations and expenses in connection with the Services provided to NABARD. All such records shall be kept in file by the Bidder for a minimum period of 5 (five) years from the date of the transaction. However, the Bank may consider taking over the records from the Bidder from time to time at its sole discretion.
- ii. The Bidder shall, co-operate with Bank's, internal or external auditor to assure a prompt and accurate audit. The Bidder shall also co-operate in good faith with Bank to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of Bank's audit report. Such audits or reviews will be at the expenses of Bank. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Bidder shall be bound and liable to reimburse to Bank such discrepancies or overcharges and for the cost of the audit.

2. Pre-Bid Meeting Details: 14th August 2024 at 1100 Hrs.

3. Risk Clause

- a. NABARD reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other contractor at the cost, risk and responsibilities of Contractor and excess expenditure incurred during the notice period on account of this will be recovered by NABARD from the Contractor's Security Deposit or pending bill.

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- b. Contractors will be solely responsible for any accidents to the personnel engaged by them.
- c. The delay by the contractor in providing a substitute driver beyond 3 working days shall attract penalty of Rs.500/- per day per such cases on the contractor which will be adjusted from the service charges of monthly bill submitted by the vendor without any notice.

4. Dispute Resolution :

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

5. Termination Clause

During the period of agreement if it is found that the agency is not providing proper services or charging by fraudulent manner or otherwise, then agreement will be terminated after giving 1 month notice from NABARD side. Vendor intending to discontinue the service may do so by giving 3 months' notice to NABARD.

6. Variations

The Authorized officer of NABARD may order variations in the scope or quantum of work through a written order. The payment for the variation shall be worked out on the basis of contract rates for manpower.

Signature & Seal of Bidder

ANNEXURE –I

**TECHNICAL BID FORM- (TO BE FILLED UP, SIGNED AND UPLOAD
THE SCANNED COPY)**

Name Of Work: Providing skilled licensed & experienced driver for LMV car to NABARD Head Office, Mumbai

1. Name of the Prop. Concern / Firm / Company

2. Name of the Authorized person submitting the Bid: Shri/Smt/Ms

3. Designation of the authorized person submitting the bid:

4. Address of the Prop. Concern / Firm / Company:

5. Contact Details :

i. Tel No with STD Code: (O) _____

(R) _____ (Fax) _____

ii. Mobile No: (Off) _____

(Pers) _____

iii. E-Mail ID: (Off) _____

(Pers) _____

6. Registration & incorporation particulars of the Prop. Concern / Firm / Company:

i. Private Limited

ii. Public Limited

iii. Any Other – Please specify.

7. Name of the Prop / Managing Partner(s) / Managing Director (s) :

Signature & Seal of Bidder

8. Mobile Number & Email ID of the Prop / Managing Partner(s) / Managing Director(s): _____

9. Bidder's Bank, its Address, IFSC and Current Acct Number:

10. PAN _____

11. GST No with last 6 months challans : _____

12. EPF Registration No with last 6 months challans: _____

13. ESIC Registration No with last 6 months challans: _____

14. EMD exemption required: YES / NO

i. If Yes, Category of Exemption : _____

ii. If No, Particulars of EMD : UTR No./ Bank Guarantee Details _____

Date: _____

Name of the Bank: _____

Address of the Bank: _____

Validity: _____

15. Description of Similar work in providing hired drivers during the last three financial years in Central Govt./ State Govt./ Govt. Undertaking/ PSU/ Banks/ Private Organizations of repute

Description of Work Order executed	Actual value of Work Order executed	Name of the Organization	Start Date	End Date	Document evidence upload (Y/N)

16. Details of Annual turnover & Net profit for last 3 years: (to be certified by CA)

Financial Year	Annual Turn Over	Net Profit	Start Date	End Date	Document evidence upload (Y/N)
2020 – 21					
2021 - 22					

Signature & Seal of Bidder

Financial Year	Annual Turn Over	Net Profit	Start Date	End Date	Document evidence upload (Y/N)
2022 - 23					

17. Whether Police / Legal proceeding in Court pending against Proprietor / Firm / Company / Contract labour engaged by the Agency: YES / NO

18. Whether Agency is Blacklisted by any Central/ State Govt. / PSU during the last three years, if not attach self-certificate : YES / NO

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the Company/ Firm shall be blacklisted and shall not have any dealing with NABARD in future besides forfeiture of EMD. Also, I undertake to abide by the stipulations/conditions of the Tender in full.

Date:

Place:

Signature of Authorized Person

Full Name:

Owner /Company / Firm's Seal

Signature & Seal of Bidder



ANNEXURE II

**FINANCIAL BID
DRIVER (LMV) FOR OFFICE CAR TO NABARD – HO, MUMBAI**

Name of tenderer along with address, E-mail & Telephone No: _____

Bid Estimate Calculation

Type	Zone	Rate (A) ^	No. of Days (B)	Gross Salary per month (C)=(A)*(B)	Statutory Dues (EPF 13%) per month (D)	Overall Cost per resource per month (E)	Service charge # (F)=(E)* X%	GST@ 18% (G)	Overall Cost per Resource per month incl. GST (H) = E+F+G	No. of Person (I)	Overall cost per month (J) = H*I **	Cost Per Year (K)=J*12
Driver^ LMV)	A	₹ 948/-	26	₹ 24,648/-	₹ 1,950/-	₹ 26,598/-				5		
#The Service Charge quoted (X) shall not be less than the 3.85% (including transaction & uniform charges) **Subject to CLC Minimum Wages ^ - Refer Pg 3 of CLC Minimum Wages. (File No. 1/ 7(1)/ 2024 LS-II, Govt. of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C), New Delhi dated 01.04.2024)												

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

National Bank for Agriculture and Rural Development

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प्लॉट क्र सी-24, 'जी' ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400 051. टेली: 022 681 20050 • ई मेल: dpsp.pss@nabard.org

Department of Premises, Security and Procurement

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Note:

1. Overtime charges @ ₹ 237/- per hour will be reimbursed to the agency if the driver works beyond 8 hours of duty per day.
2. Dinner Allowance (DA) & Travelling Allowance (TA): DA @ ₹ 100/- each per night is payable if driver stays beyond 11:00 PM. If the driver has to report before 06:00 AM then travelling allowance @ ₹ 100 is also payable.
3. For outstation stay, lump sum charges shall be paid @ ₹ 300/- per day.
4. Minimum wages amount and overtime amount will be revised as and when notification for revision in minimum wages is issued by concerned statutory authority.
5. Any other statutory obligations, if applicable, in addition to the above-mentioned items may also be claimed by the agency provided, they submit the evidentiary documents for the same.
6. The Service Charges quoted by the Bidder shall remain unchanged for the entire period of contract irrespective of the change in Minimum Wages.
7. Quoting of Service charge below the prescribed limit of 3.85% in the financial bids shall not be accepted.
8. The Bidder, while quoting the service charge shall carefully consider the charges/amount incurred towards statutory taxes, provision for two sets of uniforms every year to the personnel etc., and then quote the service charge.
9. In case, any holiday on the day of quotation opening, they will be opened on the next working day at the same time as stipulated in GeM portal.

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the Company/ Firm shall be blacklisted and shall not have any dealing with NABARD in future.

Date: _____ Signature of Owner/ Managing Partner/ Director
 Full Name: _____
 Place: _____ Owner /Company / Firm's Seal:

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ANNEXURE-III**BID SUBMISSION FORM**

(To be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through GeM Portal)

Date:

LETTER OF BID

To

CGM DPSP
NABARD
Plot No. C-24, Block 'G', Bandra-Kurla Complex
Bandra (East), Mumbai – 400051

Ref: Invitation for Bid document No _____ dated _____

I / We, the undersigned, declare that:

1. I / We have gone through and read the entire terms and conditions, scope of services, penalty clause, procedure for submission of monthly bills along with statutory and mandatory requirements/documents for the release of payments to bidder of the tender document of NABARD Head Office, Mumbai
2. I / We have examined and have no reservations to the Bidding Documents.
3. I / We undertake to provide the Supply of Driver (LMV) to your office in conformity with the Bidding Document.
4. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the bidding documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
6. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any other failure/lapses of serious nature.

Signature & Seal of Bidder

7. I / We undertake, to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc and agreement will be binding on us.
8. I / We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/ lowest bid or any other bid that you may receive.
9. In case any provision of the tender is found violated, I / We agree that the bid shall be liable to be rejected and NABARD Head Office shall without prejudice to any other right or remedy will be at liberty for forfeit the Earnest Money absolutely deposited by me / us along with the bid document and Security Deposit absolutely deposited by me / us upon award of contract to me / us.

Yours sincerely

Authorized Signatory

Full Name and Designation (To be printed on Bidder's letterhead)

Signature & Seal of Bidder

ANNEXURE IV

UNDERTAKING REGARDING NON-BACKLISTING/PROSECUTION OF THE FIRM**(To be submitted on the Letter Head of the Bidder/Tenderer)**

Date:

TO WHOMSOEVER IT MAY CONCERN

I/ We/ Our organization, M/s _____
 hereby undertake and declare that neither me nor our Organization including
 our Partners / Shareholders / Directors were ever blacklisted / prosecuted by
 any government department / statutory body(ies) / Public Sector
 Undertakings in any State or by any Court of Law. I, the undersigned declare
 that my firm has not been convicted of an offence under the Prevention of
 Corruption Act, 1988.

I, the undersigned also declare that no case is pending with the police / legal
 proceedings in court of law against the Proprietor / firm /partners or against
 the company / Agency and contract labour engaged by the contractor.

Date:

Place:

Signature of Authorized Person

Full Name:

Owner /Company / Firm's Seal:

Signature & Seal of Bidder

ANNEXURE V

DECLARATION REGARDING SUPPLY OF REQUISTE MANPOWER
(To be submitted on the Letter Head of the Bidder/Tenderer)

Date:

TO WHOMSOEVER IT MAY CONCERN

I / We, the undersigned HEREBY DECLARE that my / our agency
 M/s _____
 has its own trained manpower on our rolls to provide requisite services in
 accordance with the Bid Document No: _____
 dated _____.

I / We also undertake that the workers employed would be paid at least
 minimum wages as per orders of Govt. of India and oblige all statutory
 requirements with respect to ESI, EPF and other labour compliances etc., with
 reference to those workers in accordance with the conditions of the contract.

I / We also hereby declare that my/our agency have not defaulted any payments
 /monthly compliance with respect GST, ESI & EPF. I / We also hereby declare
 that ESI & EPF compliance has been made for all coverable staff for the last six
 months with no default in any payments.

Date:

Place:

Signature of Authorized Person

Full Name:

Owner /Company / Firm's Seal:

Signature & Seal of Bidder

ANNEXURE – VI

Checklist of documents (Signed stamped and scanned copies)

Sl. No.	Document	Yes/ No
1	Integrity Pact (to be submitted on Non-Judicial stamp paper of ₹ 200/- - Annexure IX	
2	Bid Document signed and stamped	
3	Copies of Audited Balance Sheets, P&L Statements (2020-21, 2021-22 & 2022-23)	
4	Registration/Incorporation Certificate	
5	EMD (If exempted, provide the copies of exemption certificates)	
6	GST Registration with last 6 months challans	
7	ESIC Registration with last 6 months challans	
8	EPFO Registration with last 6 months challans	
9	Contract Labour (Reg & Abolition) Act Registration certificate	
10	Copy of PAN	
11	Copies of Experience certificates, Work Orders, Satisfactory completion certificate of at least 3 different locations in MMR/ Thane/ Navi Mumbai	
12	Details of Annual turnover & Net profit for last 3 years i.e. 2021-22, 2022-23 & 2023-24 (to be certified by CA)	
13	Technical Bid Form - Annexure I	
14	Financial Bid - Annexure II	
15	Bid Submission Form - Annexure III	
16	Undertaking - Annexure IV	
17	Declaration - Annexure V	
18	Checklist - Annexure VI	
19	Performance Bank Guarantee for EMD – Annexure VII	
20	Performance Bank Guarantee for RMD – Annexure VIII	
21	Proforma of Bank Guarantee in lieu of Earnest Money Deposit	

Date:

Place:

Signature of Authorized Person

Full Name:

Owner /Company / Firm's Seal:

Signature & Seal of Bidder

Annexure VII

Proforma of Bank Guarantee in lieu of Earnest Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value as per stamp act prevailing in the state. To be purchased in the name of the issuing bank)

No. _____

Date: _____

To,

The Chief General Manager,

Department of Premises, Security and Procurement

National Bank for Agriculture and Rural Development

Head Office, Mumbai – 400051

THIS DEED OF GUARANTEE executed at on thisday of 2024 by the Bank, a banking company constituted under Act, having its Head Office at (hereinafter referred to as 'the Surety', which expression shall unless repugnant to the context or meaning include its successors and assigns)

IN FAVOUR OF THE NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981, having its Head Office at Plot No. C-24, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 (hereinafter referred as to "NABARD", which expression shall, unless repugnant to the context or meaning include its successors and assigns).

Whereas

1. NABARD desires to execute the said services,..... and accordingly invited tenders for the purpose on various trades in that behalf.

2. NABARD proposed to in the said services and accordingly invited tender dated ----- for the purpose on various terms and conditions as stipulated therein.

3. It is one of the terms and conditions of the said request for quote/ tender that the contractor will have to deposit a sum equivalent of -----/- (₹s

Signature & Seal of Bidder

_____ Only) as and by way of Earnest Money Deposit (EMD) which is payable by the Contractor.

4. M/s. _____ having its Head Office/ registered office at _____ (hereinafter referred to as "our said constituents" which expression shall, unless repugnant to the context or meaning, include its successors and assigns) intend to submit their quotations for this said work.

5. At the request of our said constituents, NABARD has agreed not to insist for Earnest Money Deposit payable by NEFT/ RTGS and accept a guarantee, from the Surety in lieu thereof as hereinafter contained.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESS

That in consideration of NABARD at our request, agreeing not to insist upon the Earnest Money Deposit payable by NEFT/ RTGS and accepting this guarantee in lieu thereof, we the Bank, hereby unconditionally and irrevocably guarantee unto NABARD that our said constituents will perform all their duties and functions and discharge all their obligations under various terms and conditions of the said "Request for tender" conditions to the full satisfaction of NABARD failing which the surety shall on demand by NABARD, Head Office, Mumbai the sum of ₹ _____ (₹ _____ only).

The surety hereby further covenants that

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of ₹ _____ (₹ _____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or defaults in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of ₹ _____

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(₹ _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default or defaults on the part of the contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract.

4. Should it be necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of M/s _____ till such time as may be mutually decided by you and M/s _____.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of ₹ _____ (₹ _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or

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company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety.

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13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to ₹ _____ (₹ _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above-named Bank)

For & on behalf of

(Banker's Name & Seal)

Branch Manager

(Banker's Seal)

Bank Address _____

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Annexure VIII

Proforma of Bank Guarantee in lieu of 5% of Retention Money Deposit

(To be stamped as a Security Bond - To be submitted on Non-judicial stamp paper of appropriate value as per stamp act prevailing in the state. To be purchased in the name of the issuing bank)

No: _____

Date: _____

To,
The Chief General Manager,
Department of Premises, Security and Procurement
National Bank for Agriculture and Rural Development
Head Office, Mumbai – 400051

Dear Sir

Subject - Tender for Providing Driver on Hired Basis at NABARD Head Office, Mumbai

WHEREAS

1. You have awarded a contract dated ----- for to our constituents M/s. ----- having Its Head Office at ----- hereinafter referred to as "the Contractor which expression shall Include its successors and assigns planners for the time being and from time to time) on the terms and conditions mentioned in the contract.

2. One of the terms of the Agreement is that NABARD shall be entitled to receive the deposit from the contractor, a sum equivalent to 5% of contract value for this contract as Retention Money Deposit (RMD) subject to a maximum of ₹----- (₹----- only) in the manner provided in the said Agreement.

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3. The Contractors have requested NABARD and NABARD has agreed to receive a sum equivalent to 5% of contract value for this contract as RMD up to a sum of ₹. ----- (₹ -----only) in the form of a Bank Guarantee.

4. The Contractors who are our constituents have since requested us to furnish the said Guarantee to NABARD in respect of the said sum of ₹..... (₹ ----only)

NOW, THEREFORE, THIS LETTER OF GUARANTEE WITNESS THAT –

1. In consideration of the National Bank for Agriculture and Rural Development having agreed to receive a sum equivalent to 5% of contract value till 31st March 2026 for this contract towards RMD in terms of the said Agreement dated _____ in excess of ₹ ----- (₹ -----only). We, the bank, hereby unconditionally and irrevocably guarantee unto the National Bank for Agriculture and Rural Development (hereinafter referred to as "NABARD", which expression shall include its successors and assigns) that in the event of NABARD coming to the conclusion that the Contractors have not performed their obligations under the said Agreement or have committed a breach thereof in particular failed to rectify the defect in the services/ workmanship brought to their notice in terms of the said Agreement which conclusion shall be final and binding on us, WE shall on demand and without demur pay to NABARD the sum of ₹ ----- (₹ -----) only) or any lower amount that may be demanded by NABARD and our this guarantee shall be treated as equal to the Retention Money Deposit kept with NABARD for the due performance of the aforesaid obligations of the Contractors under the said Agreement.

2. We, the bank, also agree and confirm that the sum not exceeding ₹ _____ (₹ _____ only) as indicated in the written demand issued by NABARD shall be final and binding on us and we shall not ask for any further proof or evidence and we shall not question the same either inside or outside in any Court, Tribunal or Arbitration, etc.; and that we will make the payment pursuant to the demand notice issued by NABARD without reference to the Contractors and notwithstanding any dispute or

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difference that may exist or arise between NABARD and the Contractors or any other person; and that this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABARD ;

3. We hereby further agree that -

- a Any neglect or forbearance, act or omission on the part of NABARD in enforcing any of this conditions of the contract or granting of any time or the showing of any indulgence by NABARD to the Contractors in respect of the performance of services or any other matter in connection therewith or any variation in the terms of the said contract made by mutual agreement between NABARD and the Contractors or any other act or deed on the pan of NABARD, which, but for this Clause, may have the effect of discharging the guarantor under the Law of Sureties, shall not discharge us in any way and our obligation under this guarantee shall be discharged only by payment in full of the sums guaranteed hereunder;
- b It shall not be necessary for NABARD to exhaust its remedies against the Contractors before invoking this guarantee and the guarantee herein contained shall be forceable notwithstanding that any other security, which the National Bank may have obtained or may obtain from the Contractors, is outstanding and unrealized.
- c Our liability under this guarantee shall not be affected by any infirmity or irregularity on the part of the Contractors in entering into the said contract or by the dissolution or change in the constitution or name of the Contractors;
- d Our liability under this guarantee shall not exceed the sum of ₹ -----
----- (₹ -----only)
mentioned above;
- e This guarantee shall remain in force up to _____ provided that if so desired by NABARD, this guarantee shall be renewed by us for a further period as may be indicated by NABARD on the same terms and conditions as contained herein but at the cost of the Contractors, failing

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which the amount guaranteed hereunder shall become payable to NABARD on demand.

- f Our liability under this guarantee will terminate on the aforesaid date, unless renewed as provide hereinabove, or on the day when the Contractors comply with the obligations under the said Agreement, in particular that relating to the rectification of defects in the construction or workmanship during the period of defects liability as provided in the with Agreement (as to which a certification In writing by NABARD alone shall be conclusive proof), whichever date Is earlier. Unless a claim or suit or action Is filed against us within 6 months from the date aforesaid or the extended period of this guarantee, all the rights of NABARD against us under this guarantee shall stand forfeited and we shall be released and discharged from all our obligation and liabilities hereunder.

Yours faithfully,

N.B : This guarantee will require stamp duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

Branch Manager

(Banker's Seal)

Bank Address _____

Signature & Seal of Bidder