



## **e-Tender for Car hiring/Taxi Operator Agencies/Companies for Providing Vehicles to Reserve Bank of India, Lucknow**

E-Tenders are invited from reputed and well-established Car hiring/Taxi Operator Agencies/Companies for Providing Vehicles at Reserve Bank India, Vipin Khand, Gomti Nagar, Lucknow 226010, initially for a period of twelve months starting from July 01, 2019. The tendering would be done through the e-Tendering portal of MSTC Ltd (<https://mstcecommerce.com/eprochome/rbi/>). All interested companies/agencies/firms must register themselves with MSTC Ltd through the above mentioned website to participate in the tendering process. The last date for submission of e-Tender on RBI portal of MSTC website (<https://mstcecommerce.com/eprochome/rbi/>) is 12:00 hrs, June 04, 2019. Pre-bid meeting for any clarification, is scheduled at our office at 16:00 hrs on May 22, 2019.

2. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

**Regional Director Lucknow**



# RESERVE BANK OF INDIA

Human Resource Management Department,  
Lucknow Regional Office

**Tender for Car hiring/Taxi Operator  
Agencies/Companies for Providing Vehicles to  
Reserve Bank of India, Lucknow**

**E-Tender Ref No: RBI/Lucknow/HRMD/45/18-19/ET/362**

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**SCHEDULE OF TENDER (SOT)**

a.	e-Tender no	RBI/Lucknow/HRMD/45/18-19/ET/362
b.	Mode Of Tender	e-Procurement System Online Part I – Techno - Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>
c.	Date of NIT available to parties to download	12:00 Noon of 14/05/2019
d.	Pre-Bid meeting	Offline 16:00 PM of 22.05.2019 Venue- RBI Lucknow 2 <sup>nd</sup> Floor Human Resource Management Department
e.	Estimated cost	Rs. 14,00,000=00 (Rs. Fourteen lakh)
f.	i) Earnest Money Deposit ii) Tender Fees: NIL	Rs 28,000/- (2% of estimated cost of Rs. 14 lakh)
g.	Last date of submission of EMD.	1:00 PM of 03/06/2019
h.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eproc home/rbi">www.mstcecommerce.com/eproc home/rbi</a>	11:00 AM of 14/05/2019
i.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	12:00 Noon of 04/06/2019
j.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid	3:00 PM of 04/06/2019  Shall be informed separately
k.	Transaction Fee	1180/- (Inclusive of GST)  Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

## Important instructions for E-procurement

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

Process of E-Tender:

1.	<p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a></b></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt. Depts → Select RBI Logo → Register as Vendor -- Filling up details and creating own user id and Password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).</p> <p><b>Contact person (RBI):</b></p> <p>Ved Narayan Misra (Manager) : 8052864599 (<a href="mailto:vnmisra@rbi.org.in">vnmisra@rbi.org.in</a>)</p> <p>Vinita Saraswat (Assistant Manager) : 7408405021 (<a href="mailto:vsaraswat@rbi.org.in">vsaraswat@rbi.org.in</a>)</p> <p><b>Contact person (MSTC Ltd):</b></p> <p>Mr Rohit Kr Singh, Assistant Manager, 0522-4244702/9886056499, <a href="mailto:rohitsingh@mstcindia.co.in">rohitsingh@mstcindia.co.in</a></p> <p>Mr Nitin Anand, Manager, 0522-4240445/9769760074, <a href="mailto:anandnitin@mstcindia.co.in">anandnitin@mstcindia.co.in</a></p> <p>B) System Requirement:</p> <ul style="list-style-type: none"><li>i) Windows 7 or above Operating System</li><li>ii) IE-7 and above Internet browser.</li><li>iii) Signing type digital signature</li><li>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</li></ul> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p>
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	<p>Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</p> <p>Other Settings:</p> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/ Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p> <p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>. Tenders will be opened electronically on specified date and time as given in the Tender.</p> <p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
2.	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>NOTE</b></p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
3.	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
4.	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
5.	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD, Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-</p>

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	<p>refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →PSU/Govt. depts.→ Login under RBI →My menu→ Auction Floor Manager→ live event →Selection of the live event</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p>
6.	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
7.	No deviation to the technical and commercial terms & conditions are allowed.
8.	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
9.	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.

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**PART – I**

**TECHNICAL BID**

**Section I**

**Form of Tender**

**PLACE:**

**DATE:**

**Shri Lakshmi Kanth Rao  
Regional Director  
Reserve Bank of India  
Human Resource Management Department,  
Lucknow-226 010**

Madam/Sir,

**Car hiring/Taxi Operator Agencies/Companies for Providing Vehicles to  
Reserve Bank of India, Lucknow**

Having examined the requirements, conditions and schedule of quantities relating to the captioned work at the rates mentioned in the financial bid and in accordance with the terms and conditions of the tender and terms and conditions of contract attached hereto.

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.

3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees (in Office) such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

4. The contractor who had earlier worked with RBI as a contractor for Car hiring/Taxi Operator Agencies/Companies for Providing Vehicles in any of the Offices (including Lucknow) of the Bank and was issued termination notice and/or terminated for deficiency of service by the Bank shall not be eligible to apply.

5. I/We understand that the Bank is not bound to accept the lowest tender and reserves the right to accept any tender whether lowest or not. The Bank also reserves the right to reject all the tenders without assigning any reason therefor. The Bank shall also reject any tender which prima-facie violates any law applicable in the context of this tender.



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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

For and on behalf of M/s \_\_\_\_\_

\_\_\_\_\_

(Signature with seal)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

(Certified true copy of the Power of Attorney of the above signatory should be attached).

Witnesses

(1) Signature with \_\_\_\_\_

Name, address and date \_\_\_\_\_

(2) Signature with \_\_\_\_\_

Name, address and date \_\_\_\_\_

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**Section II**

**Check List of documents to be submitted with the tender**

<b>S.No.</b>	<b>Prequalification documents</b>	<b>Attached Yes/No</b>
1.	Name of the Agency/Firm/Company, etc	
2.	Tender documents signed and stamped	
3.	EMD Rs 28,000/- Proof/Slip of Statement for the payment of EMD enclosed	
4.	Proof of Average annual financial turnover of firm during the last 3 years ending 31st March 2019 minimum of Rs 25 lakh each year. Copies of the Income Tax Clearance Certificates/ Income Tax Assessment orders/ IT Returns along with latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.	
5.	Audited balance sheets of the last 3 years For the year 2016-17 For the year 2017-18 For the year 2018-19	
6.	The client-wise names of work(s), year(s) of execution of work (s) awarded, Date of Start and Finish of the work and actual cost(s) of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed furnished along with documentary evidence along with their contract details.	
7.	The details along with documentary evidence of previous experience if any, of carrying out works for the Reserve Bank of India at any of its Office/center given.	
8	Only those contractors/firms may apply who have minimum 3 years of experience (during the last 5 years) as on March 31, 2019 in undertaking similar works in the field of Car hiring/Taxi Operator Agencies/Companies for Providing Vehicles	
9	The tendering firms should have their own office in Lucknow or a franchise in UP who is responsible for the said work with whom the Bank can correspond.	
10	Copy of PAN	
11	Proof of Registration with ESI , if applicable	

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12	Proof of Registration with PF, if applicable	
13	Proof of CGST/SGST Registration	
14	Proof of registration under labour laws as may be applicable	
15	Full particulars (whether contractor is an individual or a partnership firm or a company etc.) of the composition of the firm of contractors in detail should be submitted along with the name(s) and address(es) of the partners/directors, copy of the Articles of Association/Power of Attorney/ any other relevant document.	
16	Name and address of the banker/bankers. Please enclose a certificate from banker/bankers regarding financial standing. As per format at <a href="#">Annex - II</a>	
17	Full particulars of their bank accounts, like account No., type, when opened, IFSC Code etc. should be given. Tendering firms/companies should have current account in scheduled bank and should give an undertaking that they are ready to receive the payments through National Electronic Funds Transfer (NEFT/RTGS).	

**Place:**

**Signature and seal of the contractor**

**Date:**

### **Section III**

#### **General Instructions to Tenderers and Special Conditions**

##### **Issue and Submission of Tender**

Online tenders (E-tender) are invited for reputed car hiring agencies/center Two Bid system(Technical and Financial Bid). Part-I containing terms, conditions and detailed scope of work and Part-II containing price bid only, from Tenderers who satisfy the following minimum pre-qualification criteria for empanelment for initial period of 01 July, 2019 to 30 June, 2020, which may be extended for further periods as may be decided by the Bank based on the performance of the service provider .

##### **A. Minimum Pre-qualification Criteria:**

1. Minimum 3 years' experience in the field of providing transport service and annual turnover should not be less than Rs. 25 lakh during the last three Financial year i.e. 2016-17 ,2017-18 and 2018-19.
2. Should have carried out such works for minimum three years duration in the last five years for Government/semi-government/public sector undertakings, banks/MNCs etc.
3. Tenderers should have minimum fleet of 15 (fifteen) owned cars comprising of following cars : Swift D`zire, Etios, Honda city, Innova, Innova Crysta, Corolla Altis, Toyota Camry, Indigo.
4. The vehicles should have valid Taxi permits. The tenderers whose vehicles have taxi permits only need to submit the tenders. Attach documentary evidence of taxi permits and Insurance /Registration certificate/Fitness
5. Tenderers should have all the valid licenses for the purpose i.e. running of transport agency or company etc. Tenderers should have all applicable tax registrations (PAN, GST etc.).
6. Tenderers should have own office in Lucknow (attach documentary evidence).
7. Tenderers should have current account in scheduled commercial bank for effective payments of Services through NEFT or RTGS.

##### **B. General Instructions**

1. The e-tendering shall be done in two parts i.e. Part-I (Technical Bid) and Part-II (Financial Bid).

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2. Before submitting the tender, the bidders are advised to go through the terms and conditions specified herein, on which the work will be awarded by the Reserve Bank and required to be executed by the successful Bidder. The Bidders may satisfy themselves as to the eligibility and other criteria prescribed therein. It shall also be noted that the terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender.

**C. Pre-Bid Meeting**

A PRE-TENDER BRIEFING MEETING OF THE INTENDING TENDERERS WILL BE HELD AT 16:00 HRS ON 22/05/2019 IN HUMAN RESOURCE MANAGEMENT DEPARTMENT TO CLARIFY ANY POINT/DOUBT RAISED BY THEM IN RESPECT OF THE TENDER. NO SEPARATE COMMUNICATION WILL BE SENT FOR THIS MEETING. ALL THE INTENDING TENDERERS ARE ADVISED TO BE PRESENT AND STUDY THE TENDER DOCUMENTS. THEY MAY INDICATE ANY POINTS/CONDITIONS/SPECIFICATIONS WHICH NEED TO BE CLARIFIED DURING THE MEETING. THESE ISSUES WILL BE DISCUSSED AND ALL THE TENDERERS WILL BE ADVISED SUITABLY. THE TENDERERS ARE EXPECTED TO GET ALL THE ISSUES CLARIFIED DURING THIS MEETING AND THEREFORE SHOULD DESIST FROM DEVIATING FROM THE BANK'S TENDER CONDITIONS/SPECIFICATIONS IN THEIR TECHNICAL (PART I) AND PRICE BIDS (PART II).

**D. Earnest Money Deposit**

(i) The tenderer shall pay as Earnest Money Deposit (EMD) a sum of Rs. 28,000/- (Rupees Twenty Eight thousand only). The Earnest Money Deposit shall be remitted to the bank account of Reserve bank of India, Lucknow before 1:00 pm of 03.06.2019. The tenders submitted without EMD shall be rejected and no correspondence shall be made by the Bank in this regard. The account details for NEFT/RTGS transactions are as follows:

**Beneficiary Name: RBI, Lucknow,**

**IFSC Code: RBIS0LKPA01**

**Account No. : 186003001**

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(ii) The Earnest Money Deposit of the successful tenderer shall be retained and adjusted towards Security Deposit. EMD so retained shall also not bear any interest.

(iii) The Earnest Money Deposit of the vendors who do not qualify the requirements of pre-qualification criteria will be refunded to them, without any interest thereon upon non-acceptance of their bid. The Earnest Money Deposit of unsuccessful tenderers in Part II shall be refunded/returned to them without any interest thereon after finalization of the tender.

**E. Security Deposit**

(i) Successful bidder shall be required to deposit a further sum equal to 10% of the contract value within 7 days from the date of acceptance of offer, towards security deposit for due performance of the contract. The total Security deposit shall be refundable after expiry/termination of the contract. The contract shall automatically become null & void and EMD of Rs. 28,000/- shall stand forfeited in the event of the contracting firm/company failing to remit/deposit the amount as above. However, the bank reserves the right to revive the contract, if circumstances warrant. The security deposit shall not bear any interest.

(ii) A Bank Guarantee of an amount equal to 10% of the contract value may also be submitted by the successful tenderer in lieu of the Security Deposit along with the letter of acceptance, towards security deposit for the due fulfilment of the contract valid after two months of the period of the contract. On submission of Bank Guarantee, the Security Deposit will be refunded to the contractor. The Bank Guarantee shall be renewed for a further period in case of renewal of the contract by the Bank.

(iii) On payment of the security deposit, the contracting firm/company/agency will be required to enter into an Agreement/ Contract on stamp paper of appropriate value containing inter-alia all the terms and conditions of the contract, as approved by the Bank.

(iv) If the successful bidder fails to comply with the terms and conditions of the 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.

(v) All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor remit such amounts in bank account within ten days of issue of demand notice by the Bank.

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(Vi) The security deposit amount will be refunded only after adjustment of all the dues by the contractor and submission of unconditional NOC by the contractor to the Bank.

**F. Opening of the Tender**

The part-I of tender will be opened on **04/06/2019 at 03.00 PM** in the presence of Tenderers. The price Bid of only those Tenderers shall be opened who are found eligible after the scrutiny of Part-I. The date of opening of part-II will be intimated to all the eligible Tenderers. The Tenderers would be required to remain present during the opening of part-II of the tender.



**Broad Scope of Work and Guidelines to be followed by the Tenderers for providing taxis/cars to officers on tour/visit/Guests/VIPs of the Bank**

The broad scope of work will include the following –

1. Providing the vehicles (AC/Non AC) such as Car/SUVs/Vans/Traveller/Bus etc. as and when requisitioned by the Bank/by a person authorized by the Bank.
2. The Tenderer must be able to provide sufficient types of vehicles having valid taxi permits viz Tata Manza, Tata Indigo, Toyota Etios, Honda City, Toyota Innova, Toyota Innova Crysta, Mahindra XYLO, Toyota Corolla, Toyota Accord, etc. Tenderers must have at least 20 (Twenty) vehicles including minimum three SUVs (Innova/Innova Crysta) and two Luxury cars (Honda City/Corolla).
3. All vehicles provided to the Bank should have valid taxi permits to travel locally and throughout India. Vehicle must have yellow number plate.
4. All vehicles should be in good condition with upholstery etc. in proper shape.
5. All vehicles should have valid Pollution Certificate.
6. All vehicles should have valid Fitness Certificate.
7. The driver should have a valid driving license, which should be produced by him as and when demanded by traffic personnel. Renewal of his driving license from time to time will be the responsibility of the Agency.
8. The drivers deployed should have reasonable experience with good driving record and should be able to converse in English as well as in Hindi. He should be able to attend to minor repairs of vehicles on route in case of need.
9. The driver in clean uniform must report for duty at the specified time. He should maintain a proper record of mileage on a daily basis and get the same

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authenticated by the user officer/staff. The drivers should maintain duty slips with complete details of kms travelled/time of relief etc. duly authenticated by the officer's signature. Besides he/she should be polite, courteous and service oriented at all times.

10. The vehicles should be provided with (i) One English or Hindi Newspaper and one Financial News Paper of the date (ii) Two bottles of branded Mineral Water (iii) face tissue papers in pouch (iv) Umbrella (v) first-aid box and (vi) Universal mobile charger(vii) packet of biscuits (minimum rates of Rs. 20/-). No extra charges would be paid for the same.

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

12. The Tenderer shall ensure that the taxis provided by him 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.

13. 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 to the Bank.

14. 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 the Bank (say within an hour in case of emergency). In case the transport provider fails to provide taxi on Bank's requirement either verbal over phone or written, the Bank shall be free to remove the transport provider from the panel of transport providers.

15. The Tenderer shall comply with the provision of Contract Labour (Regulation & Abolition) Act, 1970, the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Minimum Wages Act 1948, Employee State Insurance Act, 1948, Payment of wages Act 1936, Workman's Compensation Act 1923, The Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Payment of Bonus Act 1965, Employer's Liability act 1938, Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. Bank reserves the right to call for proof of such compliance whenever deemed necessary and the 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



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the Bank indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. In case of Tenderer's failure to fulfill any of the obligations hereunder and / or under the said Acts/rules/ regulations/ or any bye-laws or rules framed under or any of these, the RBI, Lucknow 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.

16. The persons engaged by the Tenderer shall be the employees of the Tenderer and neither the Tenderer nor his employees shall have any right to claim any employment in the Bank. The Tenderer and his personnel will not be eligible for any benefits like provident fund, gratuity etc. available to the staff of the Bank.

17. The drivers / employees engaged by the Tenderer shall also abide by the instructions provided by the security officers / guards of the Bank and vehicles/ persons will have to undergo security check as and when required.

18. The Tenderer shall ensure that its personnel do not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Bank and shall not disclose to anybody any information about the affairs of Bank. This clause does not apply to the information, which becomes public knowledge.

19. The Tenderer shall ensure that the taxis provided by him are registered under Motor Vehicle Act 1988, read with Motor Vehicle (Amendment) Act, 2015 or any other relevant Act brought out by the Central or State Government from time to time. The tenderer shall also ensure that the drivers must have proper and valid license for driving transport vehicle and other requirements for the purpose as required under Motor Vehicle Act 1988, read with Motor Vehicle (Amendment) Act, 2015 or any other laws, statutes, rules and regulations brought by the Central or State Government from time to time. Non-compliance for the same shall be the sole liability and responsibility of the tenderer.

20. The Tenderer shall arrange to obtain police verification regarding the antecedents of the persons/drivers engaged by him so as to ensure no undesirable person is engaged by him for Bank's duty. The Tenderer shall submit details, such as names, parentage, residential address, age etc., along with recent photograph of the persons deployed by him. For the purpose of proper identification of the employees of the Tenderer deployed for the work, he

**Tender for Car hiring/Taxi Operator Agencies/Companies for Providing Vehicles to  
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shall issue identity cards bearing their photographs / identification etc. and such employees shall display their identity cards at the time of duty.

21. The successful tenderer shall execute an agreement with the Bank on stamp paper of requisite value within one month of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions of the Tender shall apply on this contract. Normally, the contract will be valid for one year, renewable after due performance appraisal of the Tenderer by the Bank.

22. The stamp duty for execution of the agreement shall be borne and paid by the Tenderer in full.

23. The rates offered by the tenderers and acceptance by the Bank, shall remain valid, for a period of one year, where after they may be reviewed at the time of renewal of the contract provided any major changes occur in labour laws or Govt. decision affecting fuel pricing etc. However, this can be done only with the permission of the Regional Director, RBI, Lucknow.

**24. Liquidated Damages**

For deficiency in services and inconvenience caused to the Bank and its officials, liquidated damages not exceeding 25% of the estimated bill for the relevant month or 25% of the bill amount for a particular/relevant bill may become leviable. However, the Bank will levy it only after giving due notice. In case of dispute an appeal shall be made to the Regional Director, Reserve Bank of India, Lucknow whose decision will be final in the matter. However, the Bank reserves the right to impose liquidated damages upto 10% of the contract amount. In the event of liquidated damages reaching 10% of the contract amount, the Bank reserves its right to terminate the contract and the Tenderer shall be liable to risk and cost.

25. It shall be the responsibility of the Tenderer to provide taxi(es)/vehicles as and when requisitioned by the Bank 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 any other bill of the Tenderer. Decision of the Bank in this regard shall be final and binding on the Tenderer. Such compensation shall be in addition to any penalty levied under para 24 above. Penalty and compensation, if any, shall be deducted from any pending bill of the Tenderer.

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26. The Tenderer shall ensure that the cars provided must not be more than 3 years old.

27. The Tenderer should convey without fail the car details i.e. Car make & colour, 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.

28. The driver must always be available at the place where the car is parked once the car has reported to the guest.

29. 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 quarters.

30. The drivers will carry out the orders given by the authorized officers of the Bank and will also observe the rules and regulations of the Bank regarding safety and security.

31. The Tenderer or its agents/employees/drivers committing any breach of terms and conditions mentioned herein and/or rendering unsatisfactory services, in the opinion of the Bank shall render itself liable for summary termination of the agreement forthwith without any notice or any compensation in lieu thereof.

32. Without prejudice to above, contract shall be terminated on last day of contract period or with a notice of one month on either side, during the contract period.

33. Punctuality and quality of service shall be the essence of the Agreement. Therefore, the renewal of the agreement shall also be subject to punctuality in twice and satisfactory performance by the Tenderer.

**34. Settlement of dispute by Arbitration:**

That in case of any dispute arising out of this contract, the matter shall first be resolved through mutual dialogue and reconciliation failing which the dispute shall be resolved through arbitration by invoking the provisions of the "Arbitration & Conciliation Act, 1996" by appointing sole arbitrator with the mutual consent of the parties. In case the parties do not agree to the appointment of sole arbitrator, each party will appoint its arbitrator and the arbitrators so appointed shall appoint a presiding arbitrator to decide the dispute between the parties under the contract. The provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder shall govern the arbitration proceedings. The venue of the arbitration shall be at Lucknow. The courts at Lucknow shall have the exclusive jurisdiction.

**35. Sexual Harassment:**

a. The Tenderer shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee/driver within the premises of the Bank or outside while on duty, the complaint shall be filed before the Internal Complaints Committee constituted by the Tenderer and he/she shall ensure appropriate action under the said Act in respect to the complaint\*.

b. Any complaint of sexual harassment from any aggrieved employee/driver of the Tenderer against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c. The Tenderer shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees/drivers of the Tenderer, for instance any monetary relief to Bank’s employee, if sexual violence by the employee/driver of the Tenderer is proved.

d. The Tenderer shall be responsible for educating its employees/drivers about prevention of sexual harassment at work place and related issues.

\* As per the section 6 read with section 4 of this act, it is mandatory for each employer to constitute an “Internal Complaints Committee” where his 10 or more employees are employed. As per section 6 of said act, inter alia, provisions have been made that whereas Internal Complaints Committee is not constituted then “Local Complaints Committee” will be responsible for full compliance of bye laws of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013” at work place of Contractor/Agency/Tenderer. Any complaint related with Sexual Harassment in Bank premises or while on duty against any employee/driver then it should be presented before Internal Complaints Committee and Contractor/Agency shall take appropriate action on the complaint in accordance with the provisions of said act and other rules for the purpose.

**36. Terms of Payment:** That the payment of bill as presented by the Tenderer will be made in full by the Bank through NEFT/Electronic means only. The payment shall be made within two weeks from the date of receipt of a proper bill. In case, the bill is not proper or contains any deficiency, the Bank will forthwith return the bill and the Tenderer will submit a fresh bill. The payment will be made after the same is duly certified by the Bank’s Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc. The details of Tenderer’s Account maintained with a scheduled commercial

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bank in Lucknow shall be provided to the Bank for this purpose within seven days of the signing of this agreement.

37. **Taxes:** The amount quoted in the bill shall be inclusive of all taxes as applicable to the Tenderer such as local levies, etc. imposed/to be imposed by Central/State Government/ Local Bodies except Goods and services tax which will be applicable and paid as per government notifications. If the Tenderer fails to include such taxes and duties in the bill, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, taxes as applicable, will be deducted at source and a certificate for the same will be issued to the Tenderer.

38. The tenderer should have a valid and active GSTIN on the invoice raised. In case the GSTIN no. has expired, no payment of the same shall be made to the vendor and any statutory liability on account of it will be the sole responsibility of the vendor.

39. The contract shall be deemed to end in any of the following contingencies:

(i) On the expiry of the contract period or terminations in terms of para 32 of this agreement.

Or

(ii) A notice at any time 'during the currency of services, in case the services rendered by the contractor are not found satisfactory and not in conformity with the general norms and the standard prescribed for the services.

Or

(iii) For committing breach of any of the terms and conditions of the contract by the Tenderer.

Or

(iv) On assigning the contract or any part thereof any benefit or interest therein or thereunder by the Tenderer to any third person for sub-letting the whole or a part of the contract to any third person.

Or

(v) On Tenderer being declared insolvent by the competent Court of Law.

40. During the notice period for termination of the contract, in the situation and circumstances as contemplated above, the Tenderer shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the Tenderer to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption / hindrance / problem of any nature to Reserve Bank of India. Violation of the same shall be the sole liability and responsibility of the Tenderer.

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41. In the event of exigencies arising due to the death, infirmity, insolvency of the Tenderer or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Bank may think proper, namely:

- (i) Legal heirs in case of sole proprietor.
- (ii) The next Directors / Partners in the case of company or firm as the case may be.

**42. Insurance**

The successful tenderer shall take “all risk policy” for the contract value for one year renewable thereafter if the contract is renewed by the Bank. The Tenderer shall indemnify the Bank for any loss or damage that occurs to persons or building or third party during the period of contract. If the Tenderer does not provide these policies, the Bank reserves the right to recover the cost of loss or damage from the bill of the Tenderer.

**43. Confidentiality:**

The Tenderer shall not disclose directly or indirectly any information, materials and details of the Bank’s infrastructure / systems/ equipment’s etc, which may come to the possession or knowledge of the Tenderer during the course of discharging its contractual obligations in connection with this empanelment, to any third party and shall at all times hold the same in strictest confidence. The Tenderer shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Tenderer shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Tenderer shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Tenderer and the Bank shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate and prudent actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor’s obligations with respect to non-disclosure and confidentiality shall survive the expiry or termination of this agreement for whatever reason. The Tenderer shall also ensure the compliance of this clause by employees/drivers deployed by him/her and in case of any violation the Tenderer shall be liable for the same.

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**44. Right to accept any Tender and to reject any or all Tenders:-**

44.1 The Bank shall not be bound to accept the lowest or any tender and may at any time terminate the tendering process without assigning any reason.

44.2 Rates quoted by tenderers for all the categories of the vehicles shall be multiplied with the tentative average yearly booking of that category of vehicle to form a Total ( $T_c$ ). The Bidder whose cumulative total ( $T_c$ ) is the lowest will be considered the lowest bidder (L1) and awarded with the contract.

Bidders are advised to consider the tentative yearly booking of the vehicles, labour cost (cost of driver) and other items ( two newspapers one English and one Hindi, two bottles water, Umbrella, one biscuit packet minimum cost twenty rupees face-tissue paper and first aid box) to be provided with the vehicle while quoting the rates for the items in the Part-II (Financial Bid).

44.3 The Bank may call for the client report from the organizations in which the contractor has provided similar services. If any of the client report is not found satisfactory, the Tender shall be rejected outright and its Part II shall not be opened.

**45. Canvassing**

Canvassing, soliciting or endeavouring to entice or inducement in any form by any person with a view to influencing acceptance of a bid shall be an offence under Laws of India. Such action shall result in the rejection of bid, in addition to other punitive measures.

46. If any certificate/documents enclosed or details furnished by the Tenderer are found to be incorrect/fake/bogus tampered with or information not disclosed, the tenderer shall be debarred and shall not be awarded any future work in Reserve Bank of India. Joint ventures or partnership firms or any other nature of firms in which the contractor is a party shall also not be awarded any work. The tenderer in such event shall also be liable to be placed in negative list and shall be disqualified from participating in any tender floated by the Bank for a period of three years. In the event of failure to execute the work after award of the work, the Bank reserves the right to debar the contractor/tenderer, its associates and entities in which it is interested from award of any contract in the Bank. The Bank also reserves its right to debar the contractor/tenderer who fails to discharge the contractual obligation under this contract, from participating in any tender or from award of any work in the Bank for a period of three years. The Bank shall issue a 10 days' notice to the contractor/tenderer before debarring

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the contractor and consider reply, if any, given by the Contractor/Tenderer to such notice. The decision of the Regional Director shall be final in this regard.

47. The terms and conditions mentioned in the tender document shall form the part and parcel of the agreement.

48. Hindi Version of the Agreement/Tender Document is for ready reference only. In case of any doubt/difference arising with reference to the interpretation of any clause of the agreement/Tender Document, English version of the agreement/Tender Document shall prevail for the same.

49. I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers. I/We hereby also declare that I/We have read and understood all the above instructions/conditions and the same will remain binding upon me/us in case the above mentioned Contract is entrusted to me/us. I/we also note that this letter shall form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

**Signature of TENDERER**

**Seal**

**Address**

**(Note:** In case the Tenderer is a company, the certified true copy of the resolution from the Board of Directors authorizing the executive of the company to submit and sign by and on behalf of the company is to be enclosed. If the tenderer is a partnership firm, it must be registered under the Partnership Act and the authorization from all the partners is necessary authorizing one of the partners who is signing the Tender document. A notarized true copy thereof may be enclosed.)



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**Section IV**



**Reserve Bank of India  
Human Resource Management Department  
Lucknow**

**TENDER/APPLICATION FOR EMPANELMENT OF CAR HIRING/TAXI  
OPERATOR AGENCIES/COMPANIES FOR PROVIDING VEHICLES TO  
RESERVE BANK OF INDIA, LUCKNOW**

**The Format for Technical Bid – Part I**

To  
The Regional Director  
Reserve Bank of India  
Human Resource Management Department  
Second Floor, 8-9 Vipin Khand,  
Gomti Nagar  
Lucknow-226010

**APPLICATION FORM**

**BASIC INFORMATION (Attach a separate sheet wherever required.)**

<b>S.No.</b>	<b>Information required be submitted (Attach a separate sheet, if required)</b>	<b>Comments of the Tenderers</b>
1	Name & Address of the organization/ firm/company  a. Address and telephone number of Registered Office.  b. Address of the Office through which work with RBI would be handled. Also indicate the name of the authorized	

**Tender for Car hiring/Taxi Operator Agencies/Companies for Providing Vehicles to Reserve Bank of India, Lucknow**

	official and his/her telephone number.	
2	Type of Organization – (Whether Proprietorship/Partnership/ (Pvt. Limited/Limited Company) and date of establishment. Please enclose relevant documents.	
3	Name of proprietor/directors/ partners of organization	(a) (b) (c)
4	Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship)	
5	Experience in the field of providing car service. Please enclose certificate from minimum of two clients, preferably Govt. /public sector/reputed MNCs availing the car service.	
6	Yearly turnover of the organization for the last 3 years (with proof)  2016-17  2017-18  2018-19	
7	Name and address of the banker / bankers. Please enclose a certificate from banker / bankers regarding financial standing.	
8	Whether the firm/company has been issued PAN. A copy of last Income Tax return certificate may be attached.	
9	Registration with GST AUTHORITIES (please attach necessary documentary evidence)	

**Tender for Car hiring/Taxi Operator Agencies/Companies for Providing Vehicles to Reserve Bank of India, Lucknow**

10	Indicate if involved in any litigation or any civil suits pending relating to the service provided. Attach a separate sheet, if required.	
10	List of owned cars with Registration Numbers/s, Permit number/s with documentary evidence. (Copies of Registration Certificate, Taxi Permit, Insurance Papers, Fitness Certificate, Pollution Certificates etc. to be attached)	
11	Whether the empaneled agency is willing to furnish Performance Guarantee and enter into a written hiring agreement with the Bank to Indemnify the Bank against deficiency in customer service?	
12	Whether the agency is registered under Uttar Pradesh Shops & Establishment Act and having necessary certificate to run Tours & Travels? (copy to be attached)	
13	Whether registered with Labour Department under the Contract Labour (R & A) act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971. If yes, Indicate the date of registration.  Please submit a copy of certificate/ registration.	
14	The Bank Account (IFSC Code and Account Number) where payments would be received by the Firm. Whether the firm is ready to accept the payments through NEFT/Electronic Means?	

**Tender for Car hiring/Taxi Operator Agencies/Companies for Providing Vehicles to  
Reserve Bank of India, Lucknow**

**Copies of Documents submitted:**

1. Audited annual turnover statements (for last 3 years ending on 31<sup>st</sup> March, 2019)
2. Audited Profit & Loss Accounts and Balance sheet (for last 3 years ending on 31<sup>st</sup> March, 2019)
3. Income Tax Returns (for last 3 years ending on 31<sup>st</sup> March, 2019)
4. Bankers certificate on financial standing
5. Client Feedback
6. Firm's Incorporation documents
7. Copy of the PAN
8. List of owned cars
9. Registration Certificates
10. Insurance Papers
11. Taxi Permits
12. Pollution Certificates
13. Fitness Certificates
14. GSTIN Registration
15. Any other document/s

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

**DECLARATION**

1. The above information is true to the best of my knowledge and if any information is found untrue or false, I/We may be debarred from the tender process/being given the contract.
2. I/We agree to abide by the terms and conditions stipulated by the Bank and mentioned in [Annex I](#).
3. I/We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of part I of the tender and this period of validity can be extended for such period as may be mutually agreed in writing between the Bank and tenderer. We also agree to keep the earnest money valid during the entire period of validity of tender ([Annex I](#)). I/We also agree that Earnest Money Deposit or Security Deposit shall not bear any interest thereon and I/We shall not make claims for any interest on the Earnest Money Deposit or Security Deposit.
4. I/We understand that the Bank reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.

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Reserve Bank of India, Lucknow**

5. I/We understand that after empanelment, I/We would be under the obligation to supply taxis/required vehicle for Reserve Bank of India, Lucknow at the lowest quote given in the price bid by the co-bidders, under each category.

Signature

Name and seal of the TENDERER

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**Tender for Car hiring/Taxi Operator Agencies/Companies for Providing Vehicles to Reserve Bank of India, Lucknow**

**Section V**



**Reserve Bank of India  
Human Resource Management Department  
Lucknow**

**TENDER/APPLICATION FOR EMPANELMENT OF CAR HIRING/TAXI  
TENDERER  
AGENCIES/COMPANIES FOR PROVIDING VEHICLES TO RESERVE BANK  
OF INDIA, LUCKNOW**

**PART – II – PRICE BID ONLY**

NAME OF THE TENDERER/FIRM: \_\_\_\_\_

ADDRESS:

For providing cars/utility vehicles of different variants (AC/Non-AC) for local and outstation tours. Rate structure variants wise both AC/Non-AC for Full day/Half day/Outstation/Airport pick-up/drop including parking charges and toll tax should be comprehensive furnishing the details of the different types of vehicles available with the tenderer and various type of services

<b>Rate (Rs.)</b>	<b>Indigo/ Manza/ D'zire/ Etios</b>	<b>Xylo/ Innova/ Tata Hexa</b>	<b>Honda City/ Vento/ Verna</b>	<b>Toyota Corolla Altis/Toyota Accord</b>	<b>@</b>
<b>Estimated No of vehicles per year *</b>	<b>140</b>	<b>150</b>	<b>60</b>	<b>40</b>	
Pick-up & drop at Lucknow Airport					
Pick-up & drop at Lucknow Railway Station					
<b>Local Travel</b>					
4 Hrs./ 40 km					
8 Hrs./ 80 km					
Extra km #					

**Tender for Car hiring/Taxi Operator Agencies/Companies for Providing Vehicles to Reserve Bank of India, Lucknow**

Extra Hrs. #					
<b>Outstation Travel</b>					
Min. Km per day	200 km	200 km	200 km	200 km	
Rate per Km					
Night halt (for outstation duties – 10 :01pm to 5:59 am ) #					

*\*Estimated number of vehicles is just an estimation, number of vehicles which may be required during the year may vary.*

**THE ABOVE QUOTED RATES ARE INCLUSIVE OF ALL TAXES EXCEPT GOODS AND SERVICES TAX WHICH WILL BE PAID EXTRA AS PER GOVERNMENT NOTIFICATIONS.**

@ If the Tenderer would be able to provide any other make or model of taxi, the same may be included along with the charges under each category. In any case, if the Tenderer provides, whether of his own or on the asking of the Bank, any other make or model of car, he will be paid according to the rates approved for similar category of cars.

**# These parameters will not be considered while calculating L1 rates.**

**2. Prices should be all inclusive except GOODS AND SERVICES TAX.**

3. All charges like Toll Charges / Parking Charges and taxes applicable to Tenderer etc. would be paid by the Bank on production of original receipts.

4. For airport dropping/picking, railway station drop/picking, a fixed amount would only be paid.

5. The lowest rates quoted under each category of vehicles by tenderers shall be applicable for all other tenderers.

**SIGNATURE OF TENDERER**

**SEAL**

**DATE:**

**PLACE**

**Tender for Car hiring/Taxi Operator Agencies/Companies for Providing Vehicles to  
Reserve Bank of India, Lucknow**

**Annexure I**

**Proforma of Bank Guarantee for Security Deposit**

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No. \_\_\_\_\_ Date \_\_\_\_\_

To:

The Regional Director  
Human Resource Management Department  
Reserve Bank of India  
Lucknow

Madam/Sir,

In consideration of your agreeing to accept the security deposit of INR 1,40,000=00 (INR One lakh forty thousand only) furnish able to you by Messrs. \_\_\_\_\_ (hereinafter referred to as "the Contractor") in terms of their contract with you for Car hiring/Taxi Operator Agencies/Companies for Providing Vehicles to Reserve Bank of India, Lucknow as per their Tender dated \_\_\_\_ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated \_\_\_\_\_ in the form of guarantee from us in the manner hereinafter contained, we \_\_\_\_ (Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR 1,40,000=00 (INR One lakh forty thousand 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 default 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 INR 1,40,000=00 (INR One lakh forty thousand only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default 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 and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said



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- date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
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 your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
  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 INR 1,40,000=00 (INR One lakh forty thousand 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 company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
  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 by the Bank.

**Tender for Car hiring/Taxi Operator Agencies/Companies for Providing Vehicles to  
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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 INR 1,40,000=00 (INR One lakh forty thousand 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)

Address \_\_\_\_\_

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**Annexure II**

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK  
(To be submitted by the Tenderer along with the Tender)**

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Credit facility/ Overdraft facility enjoyed by the firm.
4. Dealings
5. The period from which the firm has been banking with the bank.
6. Any other remarks.
7. You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs. 14 lakhs.

(Signature) For the Bank

**Note:**

1. Bankers' certificates should be on letter head of the Bank, (in sealed cover).
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank