



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

E – Tender for Empanelment of Car agencies for Providing Car rental services to Reserve Bank of India, Kolkata

Reserve Bank of India (hereinafter referred to as RBI), Human Resource Management Department, Kolkata invites e-tender in two parts (Part I & II) for empanelment of car agencies for supply of cars for official purposes to Reserve Bank of India, Kolkata on hire basis from eligible Car Hiring/ Taxi operator Agencies/ companies etc. fulfilling the pre-eligibility criteria, for the period from May 16, 2020 to May 15, 2021 (12) months.

Estimated cost of the work for 2020 - 21 (Inclusive of GST @12%)	Earnest Money Deposit for 2020 - 21 (2% of Estimated Cost)
₹ 40,00,000/-	₹ 80,000/-

The last date for submission of e-tender is **April 15, 2020 up to 14:00 hrs.** For further details, please visit “Tender” Section at RBI’s website <https://www.rbi.org.in> and for uploading the tender please visit and register on MSTC website at <https://www.mstcecommerce.com>. Please also note that further Addendum / Corrigendum will only be published on RBI website.

Place: Kolkata

Date: March 16, 2020

**CGM & Officer-in-Charge
Reserve Bank of India
Kolkata**

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DISCLAIMER

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2. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by Reserve Bank of India in submitting the Tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or any of their respective officers, employees. Reserve Bank of India reserves the right not to proceed with the work or to change the scope of the work, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.



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IMPORTANT INSTRUCTIONS FOR E-TENDER

This is an e-procurement event of Reserve Bank of India, Kolkata. The e-procurement service provider is MSTC limited. Bidders / vendors are requested to read the terms & conditions of this tender before submitting their online tender.

1. Process of e-Tender:

(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).

SPECIAL NOTE:

BOTH THE TECHNICAL BID AND COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE at www.mstcecommerce.com/eprchome/rbi

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt. Depts. → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact MSTC, before the scheduled time of e-Tender.

Contact person (MSTC Ltd):

1.	Shri. Sabyasachi Mukherjee (ERO)	smukherjee@mstcindia.co.in	7278030407
2.	Shri Mayank. H. Jain Assistant Manager	mhjain@mstcindia.co.in	9721277969
3.	Shri Kaviti Kranthi Kumar	kkkumar@mstcindia.co.in	9174009882

B) System Requirement:

- I. Windows 7 or above Operating System
- II. IE-7 and above Internet Explorer

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- III. Signing type digital signature
- IV. Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system

To disable “Protected Mode” for Digital Signature Certificate (DSC) to appear in the signer box following settings may be applied.

Tools => Internet Options => Security => Disable protected Mode if enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

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 <https://www.mstcecommerce.com> once).

2. The Technical Bid and the Commercial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Bids will be opened electronically on specified date and time as given in the Tender.
3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

4. 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.

5. Transaction fee is non-refundable. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the tender so as to give themselves sufficient time to submit the bid.

6. 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).

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E-Tender cannot be accessed after the due date and time mentioned in Notice Inviting tender.

Bidding in e-Tender:

- a) Vendor(s) need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-Tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority (Reserve Bank of India, Kolkata).

The process involves Electronic Bidding for submission of Technical and Commercial Bid.

- b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e- procurement → PSU/Govt depts → Login under RBI → My menu→ Auction Floor Manager → live event → Selection of the live event.
- c) The vendor(s) 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 does not run then the vendor will not be able to save/submit / their/ his Technical bid.
- d) After filling the Technical bid, vendor(s) should click 'save' for recording his/ 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(s) should click on "save" to record his/ their Commercial bid. Then once both the Technical bid and commercial bid have been saved, the vendor(s) can click on the "Final submission" button to register their bid.
- e) Vendor(s) is/ are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- f) In all cases, vendor(s) should use his/ their own ID and Password along with Digital Signature at the time of submission of bid.
- g) During the entire e-Tender process, the vendor(s) will remain completely anonymous to one another and also to everybody else.
- h) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor(s). Any bid will be considered as valid bid offered

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by that vendor and acceptance of the same by Reserve Bank of India will form a binding contract between Reserve Bank of India and the Vendor for execution of supply.

- i) It is mandatory that all the bids are submitted with Digital Signature Certificate, otherwise the same will not be accepted by the system.
- j) Reserve Bank of India 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.
- k) 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 the terms & conditions of the tender.
- l) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- m) 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.
- n) Vendor(s) are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprochome> to familiarize him/ them with the system before bidding.



NOTICE INVITING TENDER
(Only through e-procurement)
SCHEDULE OF TENDER (SOT)

1	Description of Works	Tender document for Empanelment of Car agencies for supplying Cars to Reserve Bank of India, Kolkata on hire basis for various official requirement on actual basis.
2	Estimated Cost	₹ 40,00,000/-
3	Earnest Money Deposit	₹ 80,000/- (2% of Estimated Cost) [To be deposited through NEFT in favour of Reserve Bank of India, Kolkata in the A/c No. - 186003001, IFSC – RBIS0KLPAO1 mentioning Name/ Company Name of the vendor in NEFT transaction remarks] or through DD in favour of RBI Kolkata
4	Validity of Quoted Rates	Initially for 1 (one) year (to be renewed and extended on mutual terms and conditions for a period of one year at a time but not beyond three years).
5	Bank Guarantee	₹ 2,00,000/- (5% of Estimated Cost) (to be submitted by successful bidder)
6	Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II - Commercial Bid) through https://www.mstcecommerce.com
7	E – Tender No.	RBI/Kolkata/Kolkata/11/19-20/ET/367
8	Date of NIT available (viewing of Tender) to parties for download	March 16, 2020 at 15:00 hrs
9	Transaction Fees	Fees will be submitted to MSTC https://www.mstcecommerce.com
10	Schedule of offline Pre-bid meeting	March 20, 2020 at 15:00 hours at Conference Room, 11 th Floor, Reserve Bank of India, 15, N.S Road, Kolkata 700001.
11	Date of Starting of e-Tender for Online submission on MSTC website	March 21, 2020 at 10:00 hrs.
12	Last Date of Submission of EMD to RBI, Kolkata	April 15, 2020

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13	Date of Closing of Online e-tender for submission of Technical & Commercial Bid	April 15, 2020 at 14:00 hrs.
14	Date and Time of Opening of Part I i.e. Technical bid	April 15, 2020 at 15:00 hrs.
15	Date & Time of Opening of Part II i.e., Commercial Bid	Will be communicated in Due course.



PART I

Tender document of Invitation for Empanelment of Car agencies for supplying Cars to Reserve Bank of India, Kolkata on hire basis.

Name of the Tenderer: _____

Address: _____

Date of pre-bid meeting: **March 20, 2020 (15:00 hrs.)**

Date of on line submission: **March 21, 2020 to April 15, 2020**

Date of opening of Tender (Part-I): **April 15, 2020 (15:00 hrs.)**



Pre-Eligibility Criteria

Criteria	Requirement
1. Duration of Past experience	Should have a minimum 3 years of experience in the field of transport service with Government/semi-governments/ PSUs, banks, MNCs, preferably in a training centre as on March 31, 2020. Tenderers should furnish their Client list showing the details of work carried out by them during the last 3 years. The list shall include details such as Name of Client, Value of Work executed, Date of Starting and Finishing of the work, Reasons of delay, if any, etc. The Tenderer should submit documentary evidence in support of minimum experience of 3 years.
2. Yearly Turnover	Should have an average annual turnover of 100% of the Estimated Cost or more during the last three financial year ended March 31, 2018. A Certificate from Chartered Accountant (CA), along with the Balance Sheet, duly certified must be mandatorily submitted along with the tender. Any tender document without the Balance sheet and a CA certificate regarding the turnover will be rejected.
3. Service Set up	Certificate in support of having a full-fledged service set up for the job specified in the Tender documents in Kolkata should be uploaded. (To be uploaded in e-tendering portal)
4. Details of Company/ Firm/ Agency	The full particulars of the Company/Firm/Agency/ in details are required to be submitted. In case of a company, the certificate of registration, Memorandum and Article of Association of the Company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm and in case of an agency or proprietorship, the particulars of the individual/individuals involved therein along with the names(s) and address(es) etc. are to be submitted.



5. Credit worthiness of the Contractor	Copies of the Income Tax Clearance Certificates / Income Tax Assessment Orders along with creditworthiness certificate from the bankers with a copy of the latest final accounts of the business of the bidder duly certified by a Chartered Accountant should be uploaded in proof of their creditworthiness and turnover for last three years. (To be uploaded in the e-tendering portal)
6. Name and Address of the Banker and their present contact executive	Written information about the names and addresses of the bankers of tenderers along with full details, like names, postal addresses, e-mail IDs, telephone nos. (Landline and mobile), fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their banker by RBI in case it is so needed) should be uploaded . (Annex-I to be filled and uploaded in the e-tendering portal)
7. Details of Bank Accounts	Full particulars of the bank accounts of the tenderers like the bank branch address, IFS Code, account no and type, when opened, etc., should be submitted (uploaded).
8. Names and Addresses of the Clients and their present contact executives	Written information about the names and addresses of the clients like e-mail IDs, telephone numbers, fax numbers, etc., should be uploaded.
9. Details of Work	The Client wise type of the work executed, awarded, actual cost of executed work, names, addresses and contact details of officers/ authorities/ departments under whom the work was executed should be furnished/ uploaded.
10. Documents to be submitted	<ul style="list-style-type: none"> a) Trade License b) Registration under shops & Establishment Act c) Feedback from clients d) List of vehicles with details viz. model, registration, insurance, date of purchase etc. e) Audited or Chartered Accountant certified statement of accounts for the last 3 accounting years. (Indicating separately turnover through supply of vehicles on hire) f) Copies of Income Tax Return filed with the Income Tax Department for the last three years. g) Copies of applicable tax registrations. viz PAN, TIN, GST, etc. h) Copies of Registration Certificates of the Company/ firm/ agency issued by the relevant authority.

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	<ul style="list-style-type: none">i) Copies of E.P.F Registration Certificate and E.S.I registration certificates, if any.j) Solvency Certificate issued by the tenderer's bankers specifically for this work for an amount equivalent to the estimated cost of the present work, indicating financial soundness of the tenderer.k) Details of the Bank Account held by them in a scheduled bank in India.l) Bank Guarantee
11. List of Deviation-Technical, if any	
12. List of Deviation – Commercial, if any	

Note:

1. RBI shall obtain reports on the past performance of the tenderer from his/ their clients and shall evaluate the said reports as per the evaluation criteria before opening of the Part- II of the tenders. If any tender is not found to possess the required eligibility for participating in the tendering process at any point of time and /or his/ their performance reports received from his/ their clients and /or his bankers' report are found unsatisfactory, RBI reserves the right to reject his tender offer.
2. RBI is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and also reserves the right to reject all the tenders without assigning any reasons thereof.



INSTRUCTIONS TO TENDERERS

1. Pre- Bid Meeting

- a) Tenderers requiring any clarification regarding this document shall contact RBI in writing at the mentioned email address provided in this document or raise enquiries during the pre-Bid meeting.
- b) The tenderers' designated representatives are invited to attend a pre-bid meeting on **March 20, 2020 at 15:00 hrs.** at Conference Room, Reserve Bank of India, 11th Floor, 15, N.S. Road, Kolkata – 700001. The purpose of the meeting will be to clarify issues and to answer questions raised at that stage.
- c) The tenderers shall submit queries, if any, by sending e-mail, to RBI's email address mentioned in this document, not later than one day before the date of the pre-Bid meeting.
- d) Absence from the pre-Bid meeting will not be a cause for disqualification for a tenderer.

2. Documents comprising the Tender

The Tender shall comprise of the following:

- Notice Inviting e-tender
- Technical Bid Details
- Commercial Bid Details
- Earnest Money Deposit (EMD) through NEFT to following A/c:

A/c Number	186003001
IFS Code	RBIS0KLPA01 @

Format of Performance Bank Guarantee to be furnished after award of contract by the successful bidder.

- Format of Agreement to be entered into between the successful bidder and the RBI.
- **@ 0 = Zero**

3. Period of Validity of Tenders

- a) The tender shall be valid for a period of Ninety (90) days from the date of opening of tender.
- b) In exceptional circumstances, prior to the expiration of the tender validity period, RBI may request tenderers to extend the period of validity of their tender. The requests and the responses shall be made in writing.

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4. Submission, Sealing and Marking of Tenders

- a) Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the instructions regarding E-Tender.
- b) The tenderers shall submit their technical bid as well as the commercial bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.
- c) If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of tender.

5. Deadline for Submission of Tenders

- a) Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.
- b) RBI may, at its discretion, extend the deadline for the submission of e-tenders by amending the Tender Document.

6. Late Tenders

No Tender after the deadline shall be allowed on the e- portal.

7. Tender Opening

RBI shall open the tender electronically on the notified date. Part - I (Technical Bid) of the tender will be opened in the presence of those tenderers/ their authorized representatives who choose to be present. Part-II (Commercial Bid) only will be opened of those tenderers who qualify/ are found suitable after scrutiny of Part-I (Technical Bid) by RBI on a subsequent date which will be intimated to all the eligible tenderers in advance by Courier/ E-mail/ Telephone call. The decision of RBI in this regard will be final.

8. Bid Evaluation Criteria

The Technical Bids shall be evaluated based on the available documents submitted by the bidder on MSTC.

(Note: Information relating to the evaluation of tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process.)

9. Clarification of Tenders

- a) To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, RBI may, at its discretion, ask any tenderer for a clarification regarding its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by RBI shall not be considered. RBI request for clarification and the response shall be in writing. No change in the prices or substance of

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the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by RBI in the evaluation of the tenders.

b) If a tenderer does not provide clarifications regarding its tender by the date and time set in the RBI's request for clarification, its tender shall be liable to be rejected.

10. Signing of Contract

The successful tenderer shall execute an agreement with RBI on Non-Judicial stamp paper of value not less than ₹100/- within 10 days of award of work. The stamp duty shall be borne by the successful tenderer. However, the issue of intimation of award of work by RBI shall be considered as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

11. Bank Guarantee

a) The successful tenderer shall furnish along with the execution of the contract, a Bank Guarantee (BG) of ₹2,00,000/- (Rupees Two lakh only) in accordance with the Performa given in [Annex-III](#). The BG shall be valid for a period of Sixty (60) days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of the Bank Guarantee.

b) Failure of the successful tenderer to submit the Bank Guarantee of ₹2,00,000/- (Rupees Two Lakh only) in or to sign the Agreement shall constitute sufficient ground for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.

c) The Bank Guarantee shall be released without interest after two months of expiry of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the successful tenderer or its employees. In case of any complaint or pending dues, the Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.

12. Disclaimer

a) Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to RBI immediately. If no intimation is received from any tenderer within seven (7) days from the date of notice inviting e-tender, it shall be considered that this document is complete in all respects.

b) RBI reserves the right to modify, amend or supplement this document including all formats and Annex.

c) While this document has been prepared in good faith, neither RBI nor its employees or advisors will make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Note- The tenderers may visit the site before quoting the rates to assess the quantum of work.

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PART I – TECHNICAL BID

From,

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To

The Regional Director (West Bengal & Sikkim)
Reserve Bank of India
15, N.S. Road
Kolkata – 700001

Sl. No.	Particulars	Details to be filled in by the Tenderer
1	Name of the Tenderer	
2	(a) Type of Tenderers – (whether Proprietorship / Partnership / LLP / Pvt. Ltd./ Ltd. Company) (b) Date of Establishment (c) Details of Registration (Firm, Company etc.), (d) Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship). Please enclose relevant documents in support of the same	
3 a	Name of the proprietor/ partners/ directors of the Tenderer with designation	
3 b	Authorized person of the tenderer to make commitment to the Bank. (Name, designation, contact details including telephone/fax/e-mail)	
4	Regd. Office / Business Address of the Tenderer along with Telephone No., Mobile No., Fax No. and e-mail. (a) Whether having own office in Kolkata (b) Address of the local office at Kolkata. (c) Address of the Garage Please enclose relevant documents in support of the same.	

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5	Work Experience – Details of work experience as per the requirement in the Pre-Eligibility Criteria and Terms and Conditions supported by work orders, documents and certificates. The details along with documentary evidence of previous experience, if any, of similar services at any office of Reserve Bank of India or Government/ Semi – Government/ Public Sector Undertakings/ Banks/ MNCs should also be given.	
10	Names and Addresses of the existing clients along with their full details. The feedback from top three existing clients is required to be uploaded as per format attached with this tender document (Annex-II).	
6	Copies of Audited Balance Sheet as well as P & L A/c statement for last 3 years (indicating separately turnover through supply of vehicles on hire) certified by a Chartered Accountant.	
7	Income Tax Returns of last three Financial years – F.Y. 2016 – 17, F.Y. 2017 – 18 and F.Y. 2018 – 19 (Self-Attested Copy to be submitted)	
8	Whether the organization is registered under shops & Establishment Act and has necessary certificate to run Tours and Travels? Please enclose the Registration Certificate.	
9	Names and Addresses of the bankers. The bankers Certificate regarding creditworthiness of the tenderer is to be given by the banker on their letter head through e-mail as per format attached with this tender document. (Annex – I)	
10	The Bank Account (IFS Code and Account Number) where payments would be received by the organisation of the tenderer.	

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11	List of Cars owned in the name of the applicant with Registration Number/s, Permit Number/s, Date of Purchase, Insurance Policy. Copies of the documents should be attached. The list should be category wise (categories as indicated in Price Bid) and in descending order of date of purchase with documentary evidence.	
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Copies of Documents required to be submitted for Technical Bid:

- a) Trade License
- b) Registration under shops & Establishment Act
- c) Copies of Registration Certificates of the Company/ firm/ agency issued by the relevant authority.
- d) List of Clients and Feedback from top three existing clients.
- e) Audited annual financial statements for last 3 years i.e. F.Y. 2015-16, F.Y. 2016-17 and F.Y. 2017-18. (Indicating separately turnover through supply of vehicles on hire)
- f) Income Tax Returns for last three financial years i.e., F.Y. 2015-16, F.Y. 2016-17 and F.Y. 2017-18.
- g) Copies of applicable tax registrations. viz PAN, TIN, GST, etc.
- h) Copies of E.P.F Registration Certificate and E.S.I registration certificates, if any.
- i) Solvency Certificate issued by the tenderer's bankers specifically for this work for an amount equivalent to the estimated cost of the present work, indicating financial soundness of the tenderer.
- j) Details of the Bank Account held by them in a scheduled bank in India.
- k) Bank Guarantee
- l) List of vehicles with details viz. model, registration, insurance, date of purchase etc
- m) Any other document/s required to be submitted, as mentioned above or as demanded by the Bank.

The Bank reserves the right to call for proof/ verification of any or all of the above mentioned particular.



DECLARATION

(To be submitted in the Technical Bid on the Letter head of the tenderer, duly signed by its authorised signatory)

1. The information provided by me/us is/ are true to the best of my/ our knowledge and if any information is found incorrect or false, I/ we may be debarred from the tender process/ being awarded the contract.
2. I/ We agree to abide by the terms and conditions stipulated by RBI as mentioned in the tender documents.
3. I/ We also agree that our tender will remain valid for acceptance by the RBI for a period of 90 days from the date of opening of the tender and this period of validity can be extended for such further periods as may be mutually agreed upon between RBI and us in writing. I/ We also agree to keep the earnest money valid during the entire period of validity of tender.
4. I/ We understand that RBI, Kolkata reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.
5. I/We understand that after empanelment, I/We would be under the obligation to supply vehicles to Reserve Bank of India, 15, N. S. Road, Kolkata-700001 at the lowest quote given in the price bid by the co-bidders, under each category.
6. I/We understand that
 - I. Prices will be all inclusive (except applicable taxes)
 - II. Cost of mineral water bottles, face tissue papers, newspapers and first aid box in the vehicle will not be paid extra.
 - III. Parking/Toll charges shall be reimbursed to the successful tenderer on production of valid receipts.

Dated this _____ day of _____ 2020.

Signature:

Name:

Seal of the Tenderer



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Scope of Work and Terms and Conditions of the agreement

1. The vendor will provide chauffeur-driven vehicles (Vehicle types as mentioned in Commercial Bid – Air-conditioned) as and when requisitioned by the Bank/ by a person authorized by the Bank and all the vehicles should have registration for commercial use.
2. Tenderers should have fleet of at least four vehicles of various capacities (Starting from Swift Dzire or similar category car).
3. All vehicles must have clean interior, upholstery, well maintained exterior & noiseless drive.
4. All vehicles must have a) one newspaper b) two bottles of branded packaged drinking water of 500 ml per day c) face tissue papers and d) first aid kit.
5. The Tenderer should have its office and garage space in Kolkata. Please note that **No parking arrangement will be made by the Bank for the vehicles deployed for the purpose.**
6. The drivers should have valid driving licence, which should be produced by them as and when demanded by traffic personnel. Renewal of their driving licence from time to time will be the sole responsibility of the tenderer.
7. The drivers deployed should have reasonable experience with good driving record. He should be able to attend to minor repairs of vehicles on route, in case of need.
8. The driver must report for duty at the specified time in clean uniform. They should be neatly turned out and be polite, courteous and service oriented at all times.
9. The drivers should carry cell phone with them and the phone number should be made available with Reserve Bank of India, Kolkata.
10. All the documents viz. insurance, registration certificate, road tax, pollution, permits, valid licence, etc. related to each vehicle should be readily available in each of the vehicles/with drivers.
11. The contractor shall provide vehicles on written or verbal instructions over phone within the time specified therein. The contractor shall also be required to provide vehicles at short notice from the Bank. In case the tenderer fails to provide the vehicle on our request, the Bank shall be free to cancel the contract of the tenderer and de-list him from the panel without any notice.

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12. The tenderer should confirm without fail the vehicle details i.e. vehicle make, Registration No., driver's Name etc. for each booking beforehand to the nodal person of Reserve Bank of India and update the records at the Bank from time to time.
13. The driver must always be available with the vehicles as and when demanded by RBI, Kolkata. He must ensure to fill the duty slip details viz. garage out time with K.M. reading, release time with K.M. reading, parking/toll charges etc and have it signed by the guest.
14. Without prejudice to above, the contract will be terminated on last day of contract period or with a notice of one month on either side, during the contract.
15. The persons engaged by the tenderer shall have no right to claim any employment in the Bank. RBI shall not be under any obligation to provide employment to any of the personnel deployed by successful bidder after the expiry of the contract. No right of any employment in RBI shall accrue or arise, by virtue of engagement of personnel for any assignment under the contract.
16. The drivers/employees engaged by the tenderer shall abide by the instructions provided by the security officers/guards of the Bank and vehicles/persons will have to undergo security check as and when required.
17. (a) The successful tenderer shall execute an agreement with the Bank on stamped paper within 10 days 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 shall apply on this contract. Normally, the tender will be valid up to one year. The contract may be renewed after expiry for a further period of one year each at a time subject to satisfactory performance and annual review on mutual acceptance terms and conditions for a period up to three years.
(b) The stamp duty shall be borne and paid by the tenderer.
18. The rates offered by the tenderers and acceptance by the Bank, will remain valid, for a period of one year, thereafter they may be reviewed at the time of renewal of the contract provided any major changes occur in labour laws or Government decision affecting fuel pricing. etc. However, this can be done only with the permission of the Regional Director, RBI, Kolkata.
19. For deficiencies in services and serious inconvenience caused to the Bank and its officials or those whom Bank directs to provide services, penalty not exceeding 25% of the estimated bill for the relevant instance may become leviable. However, the Bank will levy it only after giving due notice. In case of dispute an appeal may be made to



the Regional Director, Reserve Bank of India, Kolkata whose verdict will be final in the matter.

20. The tenderer will also have to make alternate arrangements in case of breakdown of his vehicle(s). In case of failure, the tenderer will be responsible to compensate all expenses incurred in this regard. Decision of the Bank in this regard will be final and binding on the tenderer. Such compensation may be in addition to any penalty levied under paragraph 19 above. Penalty and compensation, if any, will be deducted from the subsequent bill/s of the tenderer.
21. The tenderer should ensure that there will be no room for complaints from any quarters.
22. The successful bidder shall ensure full compliance with tax laws in India with regard to this contract and shall be solely responsible for the same. The successful bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep RBI fully indemnified against liability of tax, interest, penalty etc. of the successful bidder in respect thereof, which may arise.
23. **SEXUAL HARASSMENT:** The successful bidder 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 employees within the premises of RBI, the complaint will be filed before the Internal Complaints Committee constituted by the successful bidder and it shall ensure appropriate action under the said Act in respect to the complaint.
24. Any complaint of sexual harassment from any aggrieved workmen of the successful bidder against any employees of RBI shall be taken cognizance of by the Regional Complaint Committee of RBI. The successful bidder shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
25. The successful bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the successful bidder, for instance any monetary relief to the RBI employee, if sexual misconduct by the employee of the successful bidder is proved.
26. The successful bidder shall ensure that none of its employee enters or remains in the RBI's premises beyond the specified time limits unless absolutely necessary for fulfilling successful bidder's obligations and with permission of the Caretaker/ Security officials of RBI.
27. **Non-Disclosure Clause:** The successful bidder shall not disclose directly or indirectly any information, materials and details of RBI's infrastructure/ systems/ equipment etc., which may come to the possession or knowledge of the successful bidder during the



course of discharging contractual obligations in connection with the agreement to be entered into with RBI, to any third party and shall at all times hold the same in the strictest confidence. The successful bidder 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 successful bidder shall not publish, permit to publish, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of RBI. The successful bidder shall indemnify RBI for any loss suffered by RBI 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 successful bidder and RBI shall be entitled to claim damages and pursue legal remedies for the same. The successful bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this clause are fully satisfied. The successful bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement to be entered into with RBI for whatever reason.

Notice for Termination of Contract

28. The contract to be entered into with the Bank can be terminated by either party by giving one month's notice.

ARBITRATION

29. Any dispute and/or difference arising out of or relating to the contract to be entered into with RBI will be resolved through joint discussion of the authorised representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Regional Director, Reserve Bank of India, Kolkata.

30. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

31. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of continuation of the arbitration procedure and payment to the successful bidder shall continue to be made in terms of the contract.

32. The agreement to be entered into with RBI shall be subject to the jurisdiction of the **Courts in Kolkata only.**

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33. AWARD OF CONTRACT

- I. RBI will award the contract to the successful evaluated bidder on fulfilment of all the terms and conditions of this tender.
 - II. RBI will communicate its decision to award the contract through a “Letter of Offer”.
 - III. The successful bidder will be required to execute an agreement within a period of 10 days from the date of issue of the said Letter of Offer.
 - IV. The successful bidder shall be required to furnish a Bank Guarantee within 10 days of receipt of “Letter of Offer”. The amount of Bank Guarantee @ 5% of the contract value will have to be furnished.
 - V. The Bank Guarantee shall remain valid for a period of Sixty (60) days beyond the date of completion of all contractual obligations.
 - VI. In case the contract period is extended further, the validity of Bank Guarantee shall also be extended by the successful bidder accordingly.
34. Among the tenders received, the lowest rate quoted by any tenderer will be accepted by the Bank as the agreed rate during the contract period
35. The tender submitted shall be signed by a competent authority of the organisation. In case of partnership firm, it shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. In case of a company, it shall be signed by a competent authority/ by a person having power of Attorney. Otherwise the tender may be rejected by the Bank.
36. Except under cases of circumstances beyond the control of the Bank, the payment of bills will be made within fifteen days and not later than thirty days of production of bills. Payments will be made through electronic mode. The successful bidder should furnish mandate/s for ECS/RTGS/NEFT. Bank will deduct applicable tax at source and issue quarterly certificate in this regard.
37. The rate quoted should exclude all taxes. However, all applicable taxes should be mentioned separately.

I/ We have read the Scope of Work and Terms and Conditions of the agreement explicitly mentioned above and accept the same while executing the contract, if awarded.

SIGNATURE & SEAL OF THE APPLICANT

Address: -

(Please sign at the bottom of all pages)

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Tender for Empanelment of Car agencies for supplying Cars to Reserve Bank of India, Kolkata on hire basis.

PART II – Commercial Bid Only

Name of the Tenderer: _____

Address: _____

Quotation for Hiring of Vehicles (Rates in Rupees)

Description of work	Make/Model Swift Dzire / Etios / Honda Amaze /Ford Aspire etc.	Make/Model Honda City/Ciaz /Verna etc.	Make/Model ALTIS etc.	Make/Model Innova (Old Model)	Make / Model Innova Crysta	Make/Model Sumo / Bolero / Scorpio / Travera / Ecosport etc.	Make/Model Winger/Tem po Traveller etc. (all variants)	Make/Model Bus (40/50 seater)
	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
Charges per km								
Charges per hour								
Extra Km Charges								
Extra hour charges								
Long distance charges								
Minimum running								
Overnight halt charges								

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- I. The above quoted rates are excluding taxes. The applicable taxes are_____
- II. Among the tenders received, the lowest rate quoted by any tenderer will be accepted by the Bank as the agreed rate during the contract period

Signature of the tenderer

Name and Seal of the tenderer

Dated this.....Day of2020



Annex- I

Details of Bankers

Name of the Banker-

Name of the Branch and its Complete Postal Address:

Name and job title of the Contact Person along with his/her Telephone No(s) and Fax No(s)., etc.

Type of Account:

Account Number:

IFSC Code:

Whether Credit facility / Overdraft Facility enjoyed by the bidder:

The period from which the bidder has been banking with the Banker:

Any other information which the bidder may like to furnish about its Banker

**Authorised Signatory (With
Name and Seal)**



Annex- II

(To be submitted by the client in hard copy in sealed through the tenderer)

Client's Report

(On Client's Letter Head)

Performance details of the Firm: M/s Located at.....

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

Name & Signature of the Reporting Officer (with Office Seal)

Place:



Annex- III

Proforma for Bank Guarantee

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place: _____

Date: _____

The Regional Director
Reserve Bank of India
13 &15, N.S. Road
Kolkata-700001

Dear Sir,

Contract for supplying Cars to Reserve Bank of India, Kolkata on hire basis.

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, 15, N.S. Road, Kolkata (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s..... (Name of the Contractor) (Hereinafter called " the said Contractor", which expression shall include its successors and assigns).

AND Whereas under the said contract the Contractor is bound by the said Contract to submit to RBI, Kolkata a Performance Bank Guarantee for a total amount of ₹2,00,000/- (Rupees Two Lakh only) in for the due fulfilment by the said Contractor of the terms and conditions contained in the contract. We,(Name of the Bank), (hereinafter called "the Bank"), at the request of M/s, the Contractor, do hereby undertake to pay to RBI, an amount not exceeding 2,00,000/- (Rupees Two Lakh only) in as Performance Guarantee for due fulfilment of terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of RBI coming to the conclusion that the Contractor has not performed his obligations as per the terms & conditions of the said contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by RBI, pay without demur to RBI, a sum of ₹2,00,000/- (Rupees Two Lakh only) or any lower amount that may be demanded by RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹2,00,000/- (Rupees Two Lakh only)

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1. We also agree to undertake and confirm that the sum not exceeding ₹2,00,000/- (Rupees Two Lakh only) as aforesaid shall be paid by us without any demur or protest, merely on demand from RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by RBI within a period of one week from the date of receipt of the notice as aforesaid.
2. We confirm that our obligation to RBI under this guarantee shall be independent of the agreement or agreements or other understandings between RBI and the Contractor.
3. This guarantee shall not be revoked by us without prior consent in writing of RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said contract or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹2,00,000/- (Rupees Two Lakh only) Our liability under these presents shall not exceed the sum of ₹2,00,000/- (Rupees Two Lakh only)
- b) Our liability under these presents shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- c) This guarantee shall remain in force up to Sixty (60) days beyond the Defect liability period provided that if so desired by RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- d) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof, I/We of the bank have signed and sealed this guarantee on the -----
-- day of------(Month) (Year) being herewith duly authorized.

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For and on behalf of _____ (Name of the Bank)

Signature and Seal of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature

Name

Address

(NB: This Bank 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).



Article of Agreement

THIS AGREEMENT is made at Kolkata on this.....day of (Two Thousand and) between RBI, 15, N.S. Road, Kolkata (having its Central Office at Shahid Bhagat Singh Marg, Mumbai and a body Corporate established under RBI Act, 1934) hereinafter referred to as the “**Bank**” represented by its (which expression shall include his successors in office and assignees) of the **FIRST PART**

AND

M/s.....having it's Regd. Office athereinafter referred to as the “**VENDOR**” represented by its Director and authorised signatory Shri (Which expression shall mean and include its legal representatives and assignees and successors) of the

SECOND PART

WHEREAS- The first party was desirous to engage car hire service providers for availing cars on hire basis for the use of RBI, Kolkata.

AND WHEREAS the first party is desirous to award the contract to the vendor (Second Party) on the basis of the price bid submitted by the vendor as specified in the Schedule 'A' of this agreement for a period of one year i.e. from May 16, 2020 to May 15, 2021 under the following terms and conditions.

AND WHEREAS the written offer of contract issued to the vendor has been accepted by the vendor by its letter of consent dated _____

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOW:

1. This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms herein after contained.
2. The quoted charge of ₹ (Rupeesonly) covering the cost of all aspects for efficient rendering of services shall be payable on actual basis subject to submission of invoice. The payment there on will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/ taxes, etc.
3. The above charges are firm and subject to labour conditions, exchange variations or any other conditions whatsoever. The above charges exclude Goods and Services Tax.

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4. The above charges include service charges & GST, insurance charges and any duty or other levy, whether existing or levied in future by the Central Government or any other state Government or any other Local Authority.
 5. The vendor shall be responsible for providing Services on regular basis as per the terms and conditions of the tender and the tender document will be treated as part of this document.
 6. The vendor will provide the chauffeur-driven vehicles (Vehicle types as mentioned in Commercial Bid – Air-conditioned) as and when requisitioned by the Bank/ by a person authorized by the Bank and all the vehicles should have registration for commercial use.
 7. Tenderers should have fleet of at least four vehicles of different capacity.
 8. All vehicles must have clean interior, upholstery, well maintained exterior & noiseless drive.
 9. All vehicles must have a) one newspaper b) two bottles of branded packaged drinking water of 500 ml per day c) face tissue papers and d) first aid kit.
 10. The Tenderer should have its office and Garage space in Kolkata. Please note that no parking arrangement will be made by the Bank for the vehicles deployed for the purpose.
 11. The drivers should have valid driving licence, which should be produced by them as and when demanded by traffic personnel. Renewal of their driving licence from time to time will be the sole responsibility of the tenderer.
 12. The drivers deployed should have reasonable experience with good driving record. He should be able to attend to minor repairs of vehicles on route, in case of need.
 13. The driver must report for duty at the specified time in clean uniform. They should be neatly turned out and be polite, courteous and service oriented at all times.
 14. They should carry cell phone with them and the phone number should be made available with Reserve Bank of India, Kolkata.
 15. All the documents viz. insurance, registration certificate, road tax, pollution, permits, valid licence, etc. related to each vehicle should be readily available in each of the vehicles/with drivers.
 16. The contractor shall provide vehicles on written or verbal instructions over phone within the time specified therein. The contractor shall also be required to provide vehicles at short
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notice from the Bank. In case the tenderer fails to provide the vehicle on our request, the Bank shall be free to cancel the contract of the tenderer and de-list him from the panel without any notice.

17. The tenderer should confirm without fail the vehicle details i.e. vehicle make, Registration No., driver's Name etc. for each booking beforehand to the nodal person of RBI, Kolkata and update the records at RBI, Kolkata from time to time.
18. The driver must always be available with the vehicles as and when demanded by RBI, Kolkata. He must ensure to fill the duty slip details viz. garage out time with K.M. reading, release time with K.M. reading, parking/toll charges. etc and have it signed by the guest.
19. Without prejudice to above, contract will be terminated on last day of contract period or with a notice of one month on either side, during the contract.
20. The persons engaged by the tenderer shall have no right to claim any employment in the Bank. RBI shall not be under any obligation to provide employment to any of the personnel deployed by successful bidder after the expiry of the contract. No right of any employment in RBI shall accrue or arise, by virtue of engagement of personnel for any assignment under the contract.
21. The drivers/employees engaged by the tenderer shall abide by the instructions provided by the security officers/guards of the Bank and vehicles/persons will have to undergo security check as and when required.
22. The rates offered by the tenderers and acceptance by the Bank, will remain valid, for a period of one year, thereafter they may be reviewed at the time of renewal of the contract provided any major changes occur in labour laws or Government decision affecting fuel pricing. etc. However, this can be done only with the permission of the Regional Director, RBI, Kolkata.
23. For deficiencies in services and serious inconvenience caused to the Bank and its officials or those whom Bank directs to provide services, penalty not exceeding 25% of the estimated bill for the relevant instance may become leviable. However, the Bank will levy it only after giving due notice. In case of dispute an appeal may be made to the Regional Director, Reserve Bank of India, Kolkata whose verdict will be final in the matter.
24. The tenderer will also have to make alternate arrangements in case of breakdown of his vehicle(s). In case of failure, the tenderer will be responsible to compensate all expenses incurred in this regard. Decision of the Bank in this regard will be final and

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binding on the tenderer. Such compensation may be in addition to any penalty levied under paragraph 19 above. Penalty and compensation, if any, will be deducted from subsequent bill/s of the tenderer.

25. The tenderer should ensure that there will be no room for complaints from any quarters.
26. The successful bidder shall ensure full compliance with tax laws in India with regard to this contract and shall be solely responsible for the same. The successful bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep RBI fully indemnified against liability of tax, interest, penalty etc. of the successful bidder in respect thereof, which may arise.
27. RBI will deduct Income Tax at Source under Section 194-C of Income Tax Act, 1961 at the prevailing rates as income tax on the income comprised therein. Any other statutory deductions, if required shall also be made as applicable.
28. The successful bidder shall produce registers and records and comply with any directions issued by RBI for compliance of the statutory provisions.

STAMP DUTY

The Contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and RBI shall retain the original and the Contractor shall retain the duplicate.

Non-Disclosure Clause: - The Contractor shall not disclose directly or indirectly any information, materials and details of RBI's infrastructure/ systems/ Standard Operating Procedures /equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging his/her/its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the work in any trade or technical paper or elsewhere without the previous written consent of RBI. The Contractor shall indemnify RBI for any loss suffered by the employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and RBI shall be entitled to claim damages and pursue legal remedies.



- i) The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.
- ii) **The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.**
- iii) The Contractor shall indemnify and keep indemnified RBI against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965 or any other labour laws/rules/regulations/statute that may be applicable. The Contractor only shall be responsible for liabilities, if any, in this regard.
- iv) The Contractor shall comply 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 /he/she/its employee within the premises are brought to notice of RBI, RBI will undertake action that may deem fit, including criminal proceedings and Termination of contract/agreement.
- v) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of RBI shall be taken cognizance of by the Regional Complaints Committee constituted by RBI.
- vi) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to RBI's employee, if sexual violence by the employee of the Contractor is proved. The Contractor shall be responsible for educating his/her/its employees about prevention of sexual Harassment at work place and related issues.
- vii) That RBI shall not be responsible for payment of any compensation for death of or injury or accident to any of the Staffs deployed by the contractor which may arise out of and in the course of their duties and employment. It is agreed and understood that the Contractor alone shall be liable to pay such damages or compensation to such Staffs and their families.
- viii) That all precautions shall be taken by the contractor towards the safety of its employees deployed and it will be the sole responsibility of the contractor towards any untoward incident i.e. compensation etc., to its employees.



TERMINATION OF AGREEMENT: -

Without prejudice to what is contained herein above, RBI shall at its sole and absolute discretion, be entitled to terminate this agreement forth with by written notice without assigning any reason and without payment of any compensation, if.

- i) In the opinion of RBI (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuse to implement this agreement to RBI's satisfaction and/or
- ii) The Contractor commits a breach of any terms and conditions of this agreement and/or
- iii) The Contractor is adjudged an insolvent or has entered into compromise with his creditors or if distress or executions or other process is levied upon or receiver is appointed for any part of the assets or property of Contractor and/or
- iv) For any reason whatsoever, the Contractor becomes disentitled in law to perform his/her/its obligations under this agreement and/or
- v) There is any variation in the ownership/ partnership or management of the Contractor or his business without the prior approval in writing of RBI to such variation.
- vi) In the event of termination of this agreement for any reason whatsoever, the Contractor/or persons employed by him/her/it or his agents shall not be entitled for any sum or sums whatsoever from RBI by way of compensation, damages or otherwise.

ARBITRATION

If at any time any dispute, difference or question arise between the parties as to the construction of this agreement or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the parties, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/ panel of arbitrators shall be final and binding on both the parties. Further such disputes, differences or questions, if any shall be deemed to have arisen at Kolkata and only Courts in Kolkata shall have jurisdiction to determine the same.



In Witness whereof the parties have set their respective hands at Kolkata on today for six months and this Agreement in Duplicate is being signed on the day herein above written.

Signed and delivered by the within named

Signature

Name

Designation -

Seal

For Reserve Bank of India, Kolkata

Signature

Name

Designation

Seal

In the presence of witnesses

Witness 1

Witness 2