



RESERVE BANK OF INDIA, RANCHI OFFICE

NOTICE INVITING TENDER

(only through e-Procurement)

SCHEDULE OF TENDER (SOT)

a. e-Tender No.	RBI/Ranchi/HRMD/69/22-23/ET/581						
b. Name of Tender	Tender for Empanelment of Ranchi based reputed Firms / Agencies / Companies for providing Cars / Utility vehicles of different variants on hire to the Reserve Bank of India, Kutchery, Ranchi – 834001 for local / outstation tours of Bank's Executives, Staff and Guests on "need basis" for the period from April 1, 2023 to March 31, 2024.						
c. Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II – Financial / Price Bid through www.mstcecommerce.com/eprchome/rbi)						
d. Date of Notice Inviting Tender (NIT) available to parties to download	January 24, 2023 from 11:00 a.m. onwards.						
e. Pre-Bid meeting	January 31, 2023 at 15:00 hours at Conference Room, 4 th Floor, Reserve Bank of India, Pragati Sadan, Kutchery Chowk, 834001. Note: Date and time of the meeting may change subject to the COVID-19 pandemic scenario. The Bank, if it deems necessary may at its own discretion cancel the Pre-bid Meeting.						
f. Estimated Cost of the Tender	₹40,00,000 (Rupees Forty Lakh only)						
g. Earnest Money Deposit	Rs. 80,000/- (being 2% of the total contract value shall be deposited by each bidder) in the form of NEFT on or before February 20, 2023 before 12.00 Noon <table border="1"><tr><td>Beneficiary A/c Name</td><td>RBI NEFT Inward Received</td></tr><tr><td>Beneficiary A/c number</td><td>186003001</td></tr><tr><td>IFSC</td><td>RBIS0RNPA01 (Fifth and Tenth character in IFSC is Zero)</td></tr></table> Kindly mention your name/ company name in the NEFT Transaction remarks. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to the following e-mail ID: hmrdranchi@rbi.org.in	Beneficiary A/c Name	RBI NEFT Inward Received	Beneficiary A/c number	186003001	IFSC	RBIS0RNPA01 (Fifth and Tenth character in IFSC is Zero)
Beneficiary A/c Name	RBI NEFT Inward Received						
Beneficiary A/c number	186003001						
IFSC	RBIS0RNPA01 (Fifth and Tenth character in IFSC is Zero)						
h. Last date of submission of EMD	February 20, 2023 before 12.00 Noon						

i. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/rbi	January 25, 2023 at 11:00 AM
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	February 20, 2023 at 02.00 PM
k. Date/ time/venue of opening of Tender Part I	February 20, 2023 at 03.00 PM at Conference Room, 4th Floor, Reserve Bank of India, Pragati Sadan, Kutchery Chowk, 834001.
l. Date/ time/Venue of opening of Tender Part II	Date and time of opening of Financial bid shall be informed separately.
m. Transaction Fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway through / NEFT / RTGS in favour of MSTC LIMITED or as advised by M/s MSTC Ltd. Please do not transfer the transaction fee to the Reserve Bank of India, Ranchi

In case of any clarification, you may please contact the following officials of RBI:

Shri Sunny, Manager – hmrdranchi@rbi.org.in – 8809501850

Shri Ujjwal Ghosh, Assistant General Manager – hmrdranchi@rbi.org.in - 9771431574

Quotations will be opened on the due date and time as specified in this document. You may nominate a representative to be present on the occasion.

Note: All the bidders may please note that any amendments/corrigendum to the NIT, if issued in future, will be notified on the RBI Website and MSTC Website and **will not be published in the newspaper.**

January 24, 2023

General Manager (OIC)
Reserve Bank of India
Ranchi Office

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.

3. Every tenderer has to **sign (with stamp) each and every page of tender document** and upload the same while uploading documents in MSTC portal.

4. The tenderers are requested not to submit PART II (Financial Bid) along with PART I document (Technical Bid), else the participation will be rejected.

**E-TENDER FOR
EMPANELMENT OF CAR HIRING FIRM / AGENCIES /
COMPANIES FOR RESERVE BANK OF INDIA, RANCHI
Tender No. RBI/Ranchi/HRMD/69/22-23/ET/581**



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Disclaimer

Reserve Bank of India, Ranchi has prepared this document to give background information on the Contract to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believes it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

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 the 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 agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the timetable 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.

IMPORTANT INSTRUCTIONS FOR E-TENDER

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

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 can submit their bids electronically. Electronic Bidding for submission of Technical Bid as well as Financial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Tenderers are to make their own arrangement for bidding from a PC connected with Internet. MSTC/RESERVE BANK OF INDIA is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAVE TO BE SUBMITTED ONLINE AT 'www.mstcecommerce.com/eprochome/rbi'

1). Tenderers are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govtdepts → Select RBI Logo > Register as Vendor -- Filling up details and creating own user id and password → Submit.

2). Tenderers 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/RESERVE BANK OF INDIA, Ranchi, (before the scheduled time of the e-tender)

Contact person (RESERVE BANK OF INDIA):

Sl. No.	Name	Designation	Email	Mobile
1	Shri Ujjwal Ghosh	AGM (P&S)	ujjwalghosh@rbi.org.in	9771431574
2	Shri Sunny	Manager	sunny@rbi.org.in	8809501850

Contact person (MSTC Ltd):

1. MSTC Helpline numbers: 7338878731, 7338878732, 7338878733
2. Shri Pritam Biswas – Mobile No. 9903248755

B) System Requirements:

- I. Windows 7 or above Operating System
- II. IE-7 and above Internet browser.
- 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 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 www.mstcecommerce.com once**)

For more details, vendor may refer to the **Vendor Guide** and **FAQ** available at www.mstcecommerce.com/eprochome

The Technical Bid and the Financial / Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on the specified date and time as given in the Tender.

3). All entries in the tender should be entered in online Technical & Financial/Price Formats without any ambiguity.

4). Transaction fee:

The tenderers shall pay the transaction fee using “**Transaction Fee Payment**” Link under “My Menu” in the vendor login. The tenderers 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 his 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. **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 event so as to give themselves sufficient time to submit the bid.

5). Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the tenderers are required to ensure that their Email ID provided is valid and updated at the time of registration of vendor with MSTC. Tenderers are also requested to ensure validity of their DSC (Digital Signature Certificate).

6). E-tender cannot be accessed after the due date and time mentioned in NIT.

7). Bidding in e-tender:

a) Vendor(s) need to submit necessary Earnest Money Deposit (EMD) and Transaction fees (if any) to be eligible to bid online in the e-Tender. Transaction fees is non-refundable. No interest will be paid on EMD. The EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

b) The process involves Electronic Bidding for submission of Technical and Financial / Price Bid.

c) The vendor(s) who have submitted the transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU / Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.

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, they should click on the Technical bid. If this JAVA application is not run, then the vendor will not be able to save / submit his Technical bid.

e) After filling the Technical Bid, tenderers have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, tenderers have to click on "save" to record the Commercial bid. After both the Technical bid &

Commercial bid have been saved, vendor has to click on the “Final submission” button to register the bids.

f) Tenderers are instructed to use the *Attach Doc button* to upload documents. Multiple documents can be uploaded.

g) In all cases, tenderers are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.

h) During the entire e-tender process, the tenderers will remain completely anonymous to one another and also to everybody else.

i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

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 Bank will form a binding contract between the Bank and Vendor for execution of work.

k) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.

l) The Bank/Bank 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.

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 & conditions for the tender.

8). Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

9). No deviation to the technical and financial terms & conditions are allowed.

10). 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 reasons thereof.

11). Tenderers are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprhome to familiarize with the system before bidding.

Notice Inviting Tender (NIT) will be available to parties to view and download from January 24, 2023 from 11.00 AM onwards.

SCHEDULE OF TENDER (SOT)

a. e-Tender No.	RBI/Ranchi/HRMD/69/22-23/ET/581						
b. Name of Tender	Tender for Empanelment of Ranchi based reputed Firms / Agencies / Companies for providing Cars / Utility vehicles of different variants on hire to the Reserve Bank of India, Kutchery, Ranchi – 834001 for local / outstation tours of Bank’s Executives, Staff and Guests on “need basis” for the period from April 1, 2023 to March 31, 2024.						
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General Manager (OIC)
Reserve Bank of India
Ranchi Office

January 19, 2023

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.
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Section V: General & Specific Conditions of Contract

Section VI: Standard Formats

Part 1

Tendering Procedures

Section I - Notice Inviting Tender (NIT)

Reserve Bank of India Ranchi

Date: January 24, 2023

Ref No: RBI/Ranchi/HRMD/69/22-23/ET/581

Reserve Bank of India, Ranchi – 834001 (hereinafter called “the Bank”), invites e-tenders under Two – Bid system (Technical & Financial Bid) for the empanelment of highly reputed and capable Car Hiring Agencies / Companies for hiring cars / utility vehicles of different variants for local and outstation tours of Bank’s Executives, Staff and Guests on “need basis” for the period of one year (April 01, 2023 to March 31, 2024). However, the contract can be extended for further period on yearly basis or other shorter periods, on mutual consent, till March 31, 2026, subject to satisfactory performance of duties and proper fulfilment of all terms and conditions of the agreement by the agency at mutually agreed rates.

2. For the above empanelment, the tenderers should submit their proposal, as per the important instructions regarding e-Tender, along with all supporting documents complete in all respects on or before **February 20, 2023 up to 2:00 PM**. The Tenderers shall submit their tender proposal along with refundable EMD of ₹80,000/-, complete in all respects as per the prescribed format. The technical bids will be opened electronically on **February 20, 2023 at 03:00 PM**. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

3. The Tender document can be downloaded from the RBI website 'www.rbi.org.in' and 'www.mstcecommerce.com'. Any amendment / corrigendum / clarification with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should regularly check the above website / e-portal for any amendment / corrigendum / clarification and submit the bid after verification of the same. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

**General Manager (OIC)
Reserve Bank of India, Ranchi**

Section II - Instructions to Bidders (ITB)

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2. Prohibited Practices
3. Eligible Tenderers

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23. Award Criteria
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25. Signing of Contract
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Section II: Instructions to Bidders

A. General

1	Scope of Tender	<p>1.1 The Bank Invites e-tenders from eligible tenderers to participate in the process of empanelment of Car Hiring Agencies. The empanelment shall be for a period of twelve months (April 01, 2023 to March 31, 2024).</p> <p>1.2 However, the contract can be extended for further period on yearly basis or other shorter periods, on mutual consent, till March 31, 2026, subject to satisfactory performance of duties and proper fulfilment of all terms and conditions of the agreement by the agency at mutually agreed rates.</p> <p>1.3 The detailed scope of the work is outlined in Section V.1 and Section V.2. The estimated value of the contract is ₹40 lakh per annum. The estimate is based on the historical average of the expenditure incurred during the previous years before 2021-22, being the pandemic year and accounting for the increase in petrol prices. It is further clarified that the empaneled service providers may be called to provide limited services depending on the Covid-19 scenario.</p>
2	Prohibited Practices	<p>2.1 The Bank requires that tenderers interested in having business relationship with the Bank, to observe the highest standard of ethics during the period of Contract / engagement. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly</p>

		<p>misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and</p> <p>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(b) Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;</p> <p>(c) May declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for or in executing the contract.</p> <p>2.2 Furthermore, tenderers shall be aware of the provisions stated in Section V (General and Specific Conditions of Contract).</p>
3	Eligible Tenderers / Eligibility Criteria	<p>3.1 The tenderer shall be a highly reputed and capable car Hiring Agency / company. The make / model of cars generally required by the Bank and the format in which the rates are required to be quoted have been listed in the financial Bid format (Form 2).</p> <p>3.2 The tenderer shall have their office and set-up in Ranchi for effective co-ordination in booking of vehicles and timely availability of vehicles even at very short notice.</p> <p>3.3 The tenderer shall have minimum experience of three (3) years in the field of providing transport service and</p>

annual average turnover of last three financial years 2018-19 2019-20, and 2021-22 (excluding FY 2020-21 – being the Pandemic Year) should not be less than ₹40 lakhs per year.

3.4 The tenderer must be providing / have provided cars on contractual hire to at least one Government / semi-Government organization or Public Sector Bank / undertaking / MNC during the last two years.

3.5 The tendering firms / Agency / company should have a minimum fleet of 15 (fifteen) cars owned by /or at disposal of the agency comprising of the following cars, but not restricted to: Maruti Dzire, Toyota Etios, Indigo, Honda Amaze, Hyundai Xcent, Nissan Sunny, Honda City, Toyota Yaris, Maruti Ciaz, Toyota Innova, Innova Crysta, Toyota Corolla Altis, Honda Civic, Toyota Camry (attach copies of Registration Certificates / books). In case of the cars stated to be at disposal of the agency, the bidder must provide relevant documents (agreements with car owners) along with copies of RC and the decision of RBI on adequacy of such documentation and admissibility of such vehicles under eligibility criteria would be final. The vehicles must have valid taxi permits and should also be registered as commercial vehicles.

3.6 The agency must be able to provide vehicles having valid taxi permits (local & all India) registered with RTO as a commercial vehicle and other statutory clearances. The Service provider shall ensure that during the tenure of the agreement, vehicles provided are registered and comply with the Indian Motor Vehicles Act, 1988 as amended from time to time.

3.7 The agencies should be registered under the Jharkhand State Shops & Establishment Rule 2001 and have necessary certificate to run tour & travel services. All the cars deployed by the Service provider for duty with the Bank's guests / officials should be of commercial nature i.e., they must be

		<p>registered with the RTO as a commercial vehicle. List of such vehicles is to be furnished as per Annex- III.</p> <p>3.8 The vehicles provided to RBI should be road worthy and the age of each vehicle in the fleet, as above, shall be less than 5 years or must not have driven more than 1 lakh km whichever is earlier.</p> <p>3.9 The tenderer must have all applicable tax registrations (viz. PAN, TIN, GSTIN, etc.).</p>
4	Sections of Tender	<p>4.1 The Tender Document consists of Part 1 and 2 which includes all the Sections indicated below and should be read in conjunction with any Appendices / Annex issued in accordance with Section II (Instructions to Bidders).</p> <p><u>Part 1 – Tendering Procedures:</u></p> <p>Section I: Notice Inviting Tender (NIT) Section II: Instructions to Bidders (ITB) Section III: Tender Data Sheet (TDS)</p> <p>Section IV: Evaluation / Selection Criteria</p> <p><u>Part 2 – Conditions of Contract and Contract Forms</u></p> <p>Section V: General and Specific Conditions of contract Section VI: Standard Formats</p>
5	Clarification of Tender Document	<p>5.1 A tenderer requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise enquiries latest by January 31, 2023.</p> <p>Email-id – hmrdranchi@rbi.org.in</p>
6	Pre-bid Meeting	<p>Pre-bid meeting will be held at 15:00 hours on January 31, 2023 at the Conference Room, 4th Floor, Reserve Bank of India, Pragati Sadan, Kutchery Chowk, 834001.</p> <p>Note: Date and time of the meeting may change subject to the COVID-19 pandemic scenario. The Bank if it deems necessary may at its own discretion cancel the pre-bid meeting or conduct it online. Absence from pre-bid meeting will not be a criterion for disqualification.</p>

7	Amendment of Tender Document	<p>7.1 At any time, prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments / corrigendum on RBI website (www.rbi.org.in) / e-portal and the same will not be published in the newspaper.</p> <p>7.2 Any amendments / corrigendum issued shall be a part of this document.</p> <p>7.3 To give prospective tenderers reasonable time in which to take any / all amendments / corrigendum into account in preparing their Tenders, the Bank may, at its discretion, extend the deadline for the submission of Tenders.</p>
8	Cost of Tendering	<p>8.1 The tenderer shall bear all costs associated with the preparation and submission of tender documents and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.</p>
9	Documents Comprising the Tender	<p>9.1 The Tender shall comprise the following:</p> <ul style="list-style-type: none"> • Notice inviting Tender • Technical bid details • Financial bid details • Earnest Money Deposit through NEFT to Inward NEFT Received Account <p>A/c no: 186003001 IFSC: RBIS0RNPA01 (Fifth and Tenth character in IFSC is Zero)</p>
10	Performance Guarantee	<p>10.1 Performance Bank Guarantee to be furnished by the successful tenderers after award of contract.</p> <p>10.2 The tenderer shall submit the tender document online using the class 3 digital signature via e-tendering process without any alterations. All blank spaces shall be filled in with the information requested.</p>

11	Documents establishing the qualifications of the Tenderer	11.1 To establish their qualifications to perform the Contract in accordance with Section II (Para 3), the tenderer shall provide information in the format prescribed in Section VI (Standard Formats)
12	Validity of tender	12.1 The Tender validity period shall be 90 days from the last date of the submission of tender. 12.2 In exceptional circumstances, prior to the expiration of the tender validity period, the Bank may request the tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.
13	EMD as tender security	13.1 The Tenderers need to submit necessary EMD and transaction fees to be eligible to bid online in the e-tender. Transaction fees is non- refundable. No interest will be paid on EMD. EMD of the unsuccessful bidders will be refunded by the Bank, after completion of the tendering process.
14	Submission - Sealing and Marking of tender	14.1 The Tenderers submitting tenders electronically shall follow the electronic e-tendering submission procedures specified in the instructions regarding the e-Tender. 14.2 The tenderers may submit their Financial Bid (competitive rates) in online in prescribed format along with copies of necessary documents as indicated in the Technical Bid (Part - I) and Financial bid (Part - II). The e-Tender with all information shall be submitted on or before the prescribed time of the Tender. 14.3 If the desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.
15	Deadline for submission of Tender	15.1 The Tender must be filed online through e-tendering process mentioned in this document, not later than the date and time indicated in this document. 152 The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.
16	Late Tenders	16.1 No Tender shall be allowed on the e-portal after the deadline.

17	Tender opening	17.1 The Bank shall open the Tender electronically on the notified date.
18	Confidentiality	18.1 Information relating to the evaluation of Tenders shall not be disclosed to the tenderers or any other persons not officially concerned with such process until information of contract award is communicated to all tenderers.
19	Clarification of tender	19.1 To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to the request made by the Bank, shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders. 19.2 If a tenderer does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be rejected.
20	Evaluation of tender	20.1 The Bank shall use the evaluation criteria indicated in Section IV of this Tender.
21	Qualification of the tenderer	21.1 The Bank shall determine its satisfaction whether the selected tenderer meets the qualifying criteria in technical bid and financial bid.
22	The Bank / Bank's Right to accept any tender, to reject any or all tenders	22.1 The Bank reserves the right to accept or reject any tender and to annul the Tendering process and to reject any or at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected out rightly.
23	Award criteria	23.1 The Bank reserves the right to accept any tender, to reject and or all tenders.
24	Notification of award	24.1 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

25	Signing of contract	<p>25.1 The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of appropriate value. However, the issue of work order 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.</p> <p>25.2 The empanelment shall be for a period of twelve months (April 1, 2023 to March 31, 2024). However, the contract can be extended for further period on yearly basis or other shorter periods, on mutual consent, till March 31, 2026, subject to satisfactory performance of duties and proper fulfilment of all terms and conditions of the agreement by the agency at mutually agreed rates. The stamp duty shall be borne and paid by the agency.</p>
26	Performance Bank Guarantee	<p>26.1 The successful tenderer/s shall furnish along with the contract the Performance Bank Guarantee (PBG) of ₹2,00,000/- (Rupees Two lakh only)</p> <p>The PBG shall be valid for a period of two months after the expiry of contract period. The EMD of such tenderers will be returned on receipt of PBG.</p> <p>26.2 The Bank Guarantee shall be renewed for a further period in case of renewal of the contract by the Bank. Failure of the successful tenderer to deposit / submit the Performance Bank Guarantee of ₹2,00,000/- (Rupees Two lakh only) or sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderers for all future tenders of the Bank.</p> <p>26.3 The PBG shall be released without interest after two months of completion of the contract period only after being satisfied of the successful completion of the contract and ensuring no liabilities from the agency or its employees. In case of any complaint or pending dues, the PBG shall be discharged only after payment of all dues, liabilities, etc.</p>

		26.4 No Interest shall be payable on EMD / Security Deposit / Performance Bank Guarantee.
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Section III – Tender Data Sheet

1	Scope of Tender
1.1	The tender inviting office is: Reserve Bank of India, Pragati Sadan, Kutchery Chowk, 834001.
1.2	The name of the Tender is: Empanelment of Car Hiring Firm / Agencies / Companies Tender Reference No. RBI/Ranchi/HRMD/69/22-23/ET/581
1.3	Eligible Tenderers: The tenderer shall meet the eligibility criteria outlined in para number 3 of Section II.

Tender Document

2	Clarification of Tender Document, Pre-tender meeting
2.1	For clarification purposes only, the address is: Reserve Bank of India, 4th Floor, Pragati Sadan, Kutchery Chowk, 834001.
2.2	Contact Officials in RESERVE BANK OF INDIA, Ranchi: Shri Ujjwal Ghosh, Assistant General Manager, HRMD, Reserve Bank of India, Ranchi – 8340001. E-mail id – ujjwalghosh@rbi.org.in Shri Sunny, Manager, HRMD, Reserve Bank of India, Ranchi – 8340001. E-mail id: sunny@rbi.org.in

3	Documents Comprising the Tender
3.1	The Tender shall comprise the following:
(a)	Notice Inviting Tender, Instructions to Bidders, Evaluation Criteria and General & Specific Terms and Conditions of the Contract.
(b)	Various formats for Technical and Financial Evaluation as also for Performance Bank Guarantee as per Section VI (Standard Formats)

4	Period of Validity of Tenders
4.1	The Tender validity period shall be 90 days from the last date of the submission of tender.

5	EMD / Bank Guarantee as Tender Security
5.1	The tenderer shall provide EMD of ₹80,000/- through NEFT to the 'RESERVE BANK OF INDIA RANCHI' Beneficiary Ac No: 186003001, IFSC: RBIS0RNPA01 ('0' is Zero at both places).

6	Submission of Tenders
6.1	The tender, complete in all respect, shall be submitted electronically. The tenderers may submit their competitive rates along with necessary documents as indicated in the "Technical Bid".

7	Deadline for Submission of Tenders
7.1	The e-tenders, complete in all respect shall be submitted as per the following deadline: Date: February 20, 2023 at 2:00 PM.

8	Tender Opening - Part I
8.1	The Part I of the Tender shall take place electronically on the date and time mentioned in the Notice Inviting Tender. Opening of Part II will be intimated separately.

Section IV: Evaluation / Selection Criteria
A Technical Bid Evaluation

1.1 The tenderers shall furnish information for Technical Evaluation as per Form 1 of the Standard Format.

1.2 The information so given will be evaluated as per the following marks criteria (Maximum Marks - 150):

Particulars	Range and Marks	Maximum Marks
a. Size of Fleet of well- maintained Cars as per specification of eligibility criteria (Para 3 of Section - II), including contract vehicles.	<ul style="list-style-type: none"> • 15 - 24 - 5 marks • 25 - 50 - 10 marks • 51-100 - 15 marks 	15
b. Experience in the field of providing vehicles on hire	<ul style="list-style-type: none"> • 3 to 5 years - 10 marks • More than 5 years and up to 10 years - 15 marks • More than 10 years - 20 marks 	20
c. Service quality by the bidder at current similar facilities, Feedback from the other client	<ul style="list-style-type: none"> • Satisfactory – 5 marks • Good – 10 marks • Very good – 15 marks 	15
d. Average Turnover of the last three financial years 2018-19, 2019-20 and 2021-22 (excluding FY 2020-21-Pandemic Year)	<ul style="list-style-type: none"> • From ₹40 lakh to ₹45 lakh - 5 marks • And from ₹45 lakh up to ₹50 lakh - 10 marks • Above 50 lakh - 15 marks 	15
e. Number of current institutional clients.	<ul style="list-style-type: none"> • 2 to 4 - 10 marks • 5 to 8 - 15 marks • More than 8 - 20 marks 	20
f. Engagement with a particular client continuously for number of Years.	<ul style="list-style-type: none"> • 1 to 3 Years - 5 Marks • 3 to 5 Years - 10 Marks • Above 5 Years - 15 Marks 	15

Total Marks of Tenderer (A-B)

1.1 Minimum Cut-off marks for being considered for empanelment is 60 marks.

1.2 Only the technical proposals scoring more than 60 marks of the total marks will be **considered for opening of financial bids.**

1.3 The price bid of the selected vendor would be considered for agreement for the period **April 01, 2023 to March 31, 2024.**

A. Financial Bid Evaluation

2.1 No terms and conditions should be indicated for the Financial Bid otherwise the same will be treated as invalid.

Part 2
Conditions of Contract
&
Contract Forms

Section V: General and Specific Conditions of Contract Section

V.1: General Conditions of Contract

- 1 1.1 The tenderer shall obtain the Tender Document from the source stated by the Bank in the Invitation for Tenders; otherwise the Bank is not responsible for the completeness of the Tender Document.

- 2 2.1 Conditional tender shall not be entertained.

2.2 In the event of any difference between the figures & words of quoted rates, the rates in words shall be considered for evaluating the tender.

- 3 3.1 The tenderer is expected to carefully read and understand all instructions, forms, terms, and specifications in the Tender Document before submitting the bids.

3.2 Failure to furnish all / any information or documentation as prescribed in the Tender Document may result in the rejection of the Tender.

- 4 4.1 The price quoted shall only be in Indian rupees and **inclusive** of all applicable taxes excluding **GST**.

4.2 The track record of a tenderer should be clean without any involvement in illegal activities or financial frauds. There should not be any such case with the Police / Court / Regulatory authorities against the tenderer or proprietors / partners / directors in case of Proprietorship / Partnership firm / company.

4.3 The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority. The tenderer must not have been suspended / delisted / blacklisted / banned or any such process initiated against him/her, by any organization including the Reserve Bank of India at any location in India on any grounds (Self-declaration on letter head in this regard to be submitted).

4.4 The tenderer should not have rescinded / abandoned any contract awarded by any of his clients before the expiry of the prescribed period of contract. The tenderer shall give details of all disputes he / she had with his / her clients and furnish the current status thereof.

B. Situations leading to disqualification / rejection of tenders

- 5 5.1 Any canvassing by or on behalf of the tenderer or to bring political or other outside influence with regard to their selection shall lead to disqualification from the process. Such Tenderer/s shall be blacklisted for next three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with retrospective effect.
- 5.2 All the tenders should be complete in all respects with all attachments / enclosures / annex. Incomplete forms, or bids received in any format other than the prescribed one or without proper documentary evidence, etc., will be out rightly and summarily rejected by the Bank.
- 5.3 The tenders received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained on this matter.
- 5.4 Bid proposals received without or lesser than the prescribed EMD / processing fee shall be summarily rejected.
- 5.5 The tenders received after the due date and time shall be summarily rejected.
- 5.6 Conditional tenders shall be straightway rejected and no additional clause will be entertained.
- 5.7 No tender may be modified subsequent to the last date of submission of the tender. No tender may be withdrawn in the interval between the last date for submission of tender and the expiry of the tender validity period specified by the tenderer in the tender. Withdrawal of the tender during the interval shall result in forfeiture of the EMD.
- 5.8 Alternative Proposals / Request for extension for final date of submission shall not be permitted.

C. Terms of Payment

6 6.1 Except under cases of circumstances beyond the control of the Bank, the payment of complete and clear bills received at monthly intervals will be made not later than thirty days of receipt of clear and complete bills. The bills may be as per the format attached (refer Form IV).

6.1. (a) As per Indian laws, taxes as applicable, shall be deducted at source and a certificate for the same shall be issued to the Service Provider.

6.1. (b) The invoice / bill issued should be serially numbered and it should contain the name and address of the service provider, service receiver, description of service, value of taxes payable thereon, etc. No request for making advance payment on any ground shall be entertained.

6.1. (c) It shall be binding on Service provider to remit the Taxes paid by the Bank on bills to the respective Government Authorities.

6.2 All the payments shall be released through NEFT / RTGS channel only, for which necessary account details shall be submitted to the Bank.

6.3 Any objection regarding the payment received by the agency may be brought to the notice of the Bank within 10 days of the date of the payment. In case, no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.

6.1 Any change in statutory tax will be borne by the Bank.

D. Necessary requirements to be fulfilled after award of contract

7 7.1 The successful tenderer/s shall execute a Performance Bank Guarantee

7.2 The agreement between the successful tenderer/s and the Bank will be signed by written confirmation of acceptance of lowest rates. The agreement shall be executed in duplicate. The Bank shall retain the original and the Service Provider will be given the duplicate. The stamp duty shall be borne and paid by the Service Provider.

E. Adherence to Statutory Requirements

- 8 8.1 Compliance of regulations viz., Payment of Central Government Minimum Wages Act, Bonus Act, Employers' Liability Act, Contract Labour (Regulation & Abolition) Act, the Workmen Compensation Act, Industrial Disputes Act, Maternity Benefits Act, Employee State Insurance Act, Provident Funds and Miscellaneous Provisions Act and labour license of State and Central Government, applicable from time to time, shall be the whole and sole responsibility of the Agency. In this regard, the Agency shall indemnify the Bank against all claims and will maintain necessary books, logs, registers, verification, returns, receipts, computerized database, etc., mandatory as per the law and as per the Government rules and make the same available for inspection / verification to the concerned Government Officer / Labour Enforcement Officer / Regional Provident Fund Commissioner, etc., as and when required. A copy of all such compliances, statements and payments made to the statutory authorities, etc., including registration number shall be provided to the Bank authority for verification and record as and when so demanded.

F. Prevention of Sexual Harassment

- 9 9.1 The agency shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of Sexual Harassment received from anyone, including staff members of the Bank / Bank during the use / hire period of a vehicle against employee of the agency within the premises of the Bank, premises hired by the Bank or in the hired vehicle, the complaint will be filed before the Internal Complaints Committee constituted by the tenderer / agency and the tenderer / agency shall ensure appropriate action under the said Act in respect to the complaint. The tenderer shall confirm constitution of the Internal Complaints Committee for the purpose.

9.2 Any complaint of Sexual Harassment from any aggrieved employee of the agency against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

9.3 The agency shall be responsible for any monetary compensation that may

need to be paid in case the incident involves the employees of the tenderer, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the tenderer is proved.

9.4 The agency shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

G. Rights of the Bank

10 10.1 The Bank reserves the right to extend the period of tender availability and / or the date of opening of the bids.

10.2 The Bank reserves the right to accept or reject any / all applications or annul the tendering process without any liability or assigning any reason thereof.

10.3 The Bank reserves the right to split the scope of the work to more than one agency / agencies without assigning any reason whatsoever. No claim will be entertained on account of this.

10.4 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.

10.5 The Service Provider 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 penalty and / or termination of the agreement forthwith without any notice or any compensation in lieu thereof.

10.6 Without prejudice to above, the Agreement can be terminated with a notice of one month on either side, during the Agreement period.

H. Dispute Resolution

11 11.1 It is to be duly noted that in case of any / all disputes on terms and condition of this tender, the English version of the tender document shall prevail (in case tender is issued in English and any other language simultaneously).

11.2 All disputes and differences of any kind under the agreement shall be referred to the sole arbitrator, i.e., the General Manager (Officer - in - Charge), Reserve Bank of India, Ranchi and his decision, in writing, shall be final and binding on the Service Provider. However, for any dispute / issue, not settled through arbitration, the legal jurisdiction shall be Ranchi only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

I. Force Majeure

12 Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder, if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of Governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war (declared and undeclared)) provided however that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

J. Disclaimer

13 13.1 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 this office immediately. If no intimation is received from any tenderer within seven (7) days from the date of NIT, it shall be considered that this document is complete in all respects.

13.2 The Bank reserves the right to modify, amend or supplement this document including all formats and Annex.

13.3 While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of the

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.

K. Confidentiality Statement

14 14.1 The information contained in this Tender Document or subsequently provided to tenderer(s) whether verbally or in documentary form by or on behalf of the Bank or by any of its employees, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

14.2 The purpose of this tender document is to provide the tenderer(s) with information to assist the formulation of their proposals.

14.3 This Tender Document does not purport to contain all the information each tenderer may require.

14.4 This tender document may not be appropriate for all persons and it is not possible for the Bank and / or its employees to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document.

14.5 Each tenderer should conduct his / her own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and wherever necessary obtain independent advice from appropriate sources.

14.6 The Bank and employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.

14.7 This document and the information provided therein are confidential and intended solely for the use of the Tenderer(s).

L. Insurance

- 15 15.1 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 agency 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 agency does not provide these policies, the Bank reserves the right to recover the cost of loss or damage from the bill of the agencies.

M. Rates

- 16 16.1 The rates offered by the tenderers and acceptance by the Bank, will remain valid, for a period of one year, hereafter they may be reviewed at the time of renewal of the contract depending on prevailing circumstances at the time of renewal viz. 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 General Manager (Officer - in - Charge), RESERVE BANK OF INDIA, Ranchi.

N. Non - Disclosure

- 17 17.1 The agency shall not disclose directly or indirectly any information or materials and details of the Bank's structure / systems / equipment, etc. which may come to the possession or knowledge of the agency during discharging of its contractual obligations in connection with this agreement to any third party and shall at all times hold the same in the strictest confidence. The agency 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 the applicable laws. The agency 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 agency shall indemnify the Bank for any loss suffered by the employer as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the agency, the Bank shall be entitled to claim damages and pursue legal remedies. The agency shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The agency's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

O. Insolvency or death of vendor:

- 18 18.1 In the event of the Vendor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under the Insolvency Act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the vendor failing to comply with any of the conditions herein specified, the Bank shall have the power to terminate the contract without any previous notice. The vendor's heirs / representatives shall not, have the right to continue to perform the duties or engagements of the vendor or under the contract in case of his death without the consent in writing of the Bank. In the event of the vendor, with such consent aforesaid, transferring his business, and in the event of the vendor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the vendor shall make it one of the terms and stipulations of the contract for the transfer of this properties and business, that such other person or company, shall continue to perform the duties or engagements of the vendor under this contract and be subject to his liabilities there under. The proof of death and other relevant documents to this effect shall be submitted to the Bank, in writing. Without prejudice to any of the rights or remedies under this contract, in case of sole proprietorship concern if the vendor dies, the Bank shall have the option of terminating the contract without compensation to the legal heirs, which does not amount to Breach of the contract.

Section V. 2: Specific Conditions of Contract (SCC)

1	<p>1.1 The selected Tenderer/s shall provide AC vehicles such as Cars/ SUVs / MUVs, etc., as and when requisitioned by the Bank / by an official authorized by the Bank.</p> <p>1.2 The service provider shall provide sufficient variant of vehicles having taxi permit as per the requirement of the Bank, viz Subcompact Sedan (Swift Dzire, Toyota Etios, Liva, etc), Sedan (Hyundai Verna, Honda City), Toyota Corolla Altis, Toyota Camry, Innova, Innova Crysta, etc.</p>
2	<p>2.1 All vehicles provided to the Bank shall have valid permit to travel locally and throughout India and all other statutory compliances in place.</p> <p>2.2 All vehicles shall be in good and proper condition with neat and clean upholstery.</p> <p>2.3 COVID-19 Precautions: The vehicles must be sanitized and the driver should wear a mask at all the times during the journey and follow COVID-19 safety guidelines. The authorised officer of the Bank shall conduct surprise check / inspection of the vehicle for verifying the sanitisation requirement. In case of any deficiency, the Bank shall have the right to impose penalty equal to the bill amount for that trip and appropriate the amount from the dues payable to the tenderer or from the security deposit.</p>
3	<p>3.1 The driver shall have a valid driving licence, which should be produced by him as and when demanded by the traffic personnel. Renewal of driving licence from time to time shall be the sole responsibility of the Service Provider. The drivers deployed shall have reasonable experience with good driving record, shall be well-mannered, be polite, courteous and service oriented, at all times and should be able to converse in English as well as Hindi. The driver should provide mobile number to the guest on demand.</p>

	<p>3.2 If the Bank or user complains of misdemeanor / misbehavior / unacceptable behavior by a driver, the Service provider shall take immediate steps to replace such driver and shall ensure that the services of the said driver are not offered to the Bank in future. The drivers deployed should be medically fit with good moral character, medical fitness certificate of the drivers deputed to provide services to the Bank shall be submitted annually.</p>
	<p>3.3 The drivers must report for duty neatly dressed in clean uniform, and at the specified time. He should be able to attend to minor repairs of vehicles en - route, in case of need. They shall maintain a proper record of mileage on a daily basis and get the same authenticated by the user (officer / staff / guest). If for any reason whatsoever, the Bank is not happy with the condition of the vehicle provided, the Service provider's office will be informed immediately and they should accept the Bank's demand to replace it without delay. If for any reason, the Service provider is not in a position to provide a suitable substitute vehicle as demanded by the Bank, then the Bank / Bank will be free to engage a vehicle from the open market and recover the expenditure on account of it on the claims payable to the Service provider. They shall maintain duty slips with complete details of kms travelled / time of relieving, etc., duly authenticated by the officer's signature (refer bill format- Form IV).</p> <p>3.4 The drivers / employees engaged by the Service Provider shall abide by the instructions provided by the security officers / guards of the Bank and vehicles / persons shall have to undergo security checks, as and when required.</p> <p>3.5 The driver shall always be available at the place where the car is parked and strictly follow all traffic rules.</p> <p>3.6 The driver shall carry a placard containing particulars of the arriving Guest / Officer at the Airport / Railway Station, etc. The Service Provider shall ensure that there is no room for complaints from the Guests.</p>

	<p>3.7 The drivers shall carry out the orders given by the authorized officers of the Bank and shall also observe the rules and regulations regarding safety and security. “Unacceptable Behavior” means not wearing a seat- belt, opening or closing doors (this must be done by the chauffeur), leaning out of the window of the vehicle, exceeding the maximum permitted number of passengers, smoking or chewing pan/ tobacco in the vehicle, being under the influence of alcohol or under the influence of or in possession of any illegal / intoxicating substance, being rude, violent, aggressive or a danger or potential danger to himself or any other person, being rowdy or being in any way in an unfit state to travel.</p>
4	<p>4.1 The vehicles shall be provided with two branded (viz., Bisleri, Kinley, Aquafina, Himalaya, etc.) Mineral Water bottles of 500 ml every day during booking of cars, face tissue paper (in pouch), first- aid kit, universal mobile charger, fire-extinguisher, face mask, sanitizer, gloves and two newspapers – one English and Hindi or financial / economic newspaper. No extra charges shall be paid by the Bank for these amenities and utilities.</p> <p>4.2 All the valid papers, viz., comprehensive insurance, registration, road tax, pollution under control certificate, permits, valid license, etc., related to each vehicle shall be readily available in each of the vehicles / with drivers.</p> <p>4.3 The service provider shall have ability to arrange emergency transport / touring facility providers, in case of breakdown of a vehicle provided to the Bank and should also be able to liaison with the Government / Insurance agency arranging for emergency transport / touring facility providers, in case of breakdown of a vehicle provided to the Bank. Alternate vehicles shall also be arranged immediately, in case of break-down.</p>
5	<p>5.1 The Service provider should have a 24x7 customer care service support with prompt and robust complaint resolution mechanism. It should provide adequate contact numbers/ mail IDs to the Bank for booking of vehicles and resolution of complaints with</p>

escalation matrix. The Service provider shall nominate experienced staff / official(s) for liaison with the Bank on a day - to - day basis. The contact particulars of such official / person should be provided to the Bank at the time of execution of this agreement. The Service provider should also depute any of their staff member(s) to act as a “coordinator(s)” to co-ordinate for any group booking(s) made by the Bank (vehicle requirement of 5 or more vehicles in one booking / for multiple days booking) and this person will be responsible on behalf of the Service provider for smooth operations of the vehicular requirements of the Bank for the captioned booking(s).

52 The Service Provider shall provide vehicle on written or verbal instructions over phone / e-mail within the time specified therein. The Service Providers shall also be required to provide vehicle on short notice from the Bank (say within an hour in case of emergency).

53 The Service provider shall ensure that the vehicles provided are well maintained, without dents / scratches and are not old. The mileage of the car provided shall be less than 1,00,000 kms.

54 The Service Provider shall ensure that the vehicles provided are registered and comply with the Motor Vehicle Act as amended from time to time.

55 The Service Provider shall arrange to obtain Police Verification certificate regarding the antecedents of the persons / drivers engaged by them.

5.5 The Service Provider shall convey by e-mail without fail the confirmation of booking to the Protocol & Security Cell of the Bank and to the guest followed by SMS of car details at least four hours prior to the time specified in the requisition i.e. Car make, Car Registration No., Driver's Name and his / her mobile number.

6

61 For airport drop / pick-up railway station drop / pick up, only a fixed amount as per [Annex "A"](#) shall be paid. Parking charge as per the actuals shall be paid separately. In case of multiple exit points / gates at Airport / railway station, the driver should inform the guest about his presence on a particular exit point / gate after landing of the flight / arriving of the train. The drivers should make a phone call to get in touch with the users to inform about his arrival at the pickup location instead of waiting for the users to make a call to ascertain their arrival.

62 The maximum distance that can be claimed in respect of garage and point of pickup / drop is restricted to 10 kms (BOTH SIDES INCLUDED) and from garage to pick-up and drop and back to garage shall be 60 minutes in total. This shall not be applicable to airport drop / pick-up, where only fixed amount shall be paid.

63 Local run charges shall be charged upto 250 Kms. Beyond 250 Kms, outstation charges shall become applicable. For Outstation Sedan, SUV, etc., are required to have an average running of 250 Kms. per day, if needed.

64 Toll and parking charges shall be extra only for outstation trips based on production of original receipt. The agency should be enrolled for Fast tag for automated toll in line with the guidelines issued by NHAI. All outstation cars have to be mandatorily FASTag enabled.

65 The persons engaged by the Service Providers shall be the employees of the Service Provider and neither the Service Provider nor the drivers, shall have any right to claim any employment in the Bank / Bank.

66 If the Service Provider provides on his own any other make or model of car higher than the one requested, the payment shall be

	<p>made according to the rates approved for car requisitioned by the Bank.</p> <p>6.7 The rates accepted by the Bank shall remain valid for a period of one year subject to review at the time of renewal of contract in view of major changes that may occur in labour laws / fuel prices. Any revision in the rate shall be at the discretion of the Bank.</p> <p>6.8 The Service Provider will make vehicles available from / at any other place in Ranchi.</p>
7	<p>7.1 The Service Provider shall indemnify the Bank for any loss or damage that occurs to any third party (persons or building, etc.) and / or to the officials / guests / property of the Bank on account of hiring of vehicles hired during the period of Agreement. The Bank reserves the right to recover the amount of loss and / or damage from the bill or Performance Bank Guarantee of the Service Provider.</p>
8	<p>8.1 It shall be the sole responsibility of the Service Provider to provide vehicles as and when requisitioned by the Bank including late night / early morning timings. Any delay will attract penalty as deemed fit by the Bank.</p> <p>8.2 In case of deficiencies in service, non-sending of substitute vehicle after intimation of car booking confirmation to the Bank / guest and no alternative arrangement made by the service provider, then double the pro-rata amount per day or the actual expenses incurred by the Bank or its official / guest whichever is more shall be deducted from the bills. If service is not made available for part of a day, no payment shall be made for that day.</p> <p>8.3 Without prejudice to the above, the Service Provider shall also make alternate arrangements in case of breakdown of vehicle(s). In case of failure, the agency shall be responsible to compensate all expenses incurred in this regard subject to the above limit. The Bank shall have authority to deduct such amount from any bill payable to the Service Provider. The decision of the Bank in this regard shall</p>

	<p>be final and binding on the Service Provider. Penalty as above shall also be imposed if vehicles breaks down on duty or the driver along with vehicle does not turn up at the appointed time.</p> <p>8.4 No payment for the day is admissible if the vehicle meets with an accident.</p> <p>8.5 If items required to be made available in the vehicle are not provided then a sum of Rs.500/- shall be deducted from the bill.</p> <p>8.6 In case, the service provider fails to provide vehicle on Bank's request (either verbal over phone or written), the Bank shall be free to take penal and other action as it deems fit.</p> <p>8.7 The Bank shall levy the penalty only after giving reasonable opportunity to the agency. In case of dispute, an appeal can be made to the General Manager (Officer - in - Charge), RESERVE BANK OF INDIA, Ranchi whose verdict shall be final in the matter.</p>
9	<p>9.1 Subject to other provisions of this agreement, the Bank hereby enters into agreement with the Service Provider/s for a period beginning from April 01, 2023 and valid till March 31, 2024 for provision of cars on hire as per rates mentioned in Annex "A". However, the contract can be extended for further period on yearly basis or other shorter periods, on mutual consent, till March 31, 2026, subject to satisfactory performance of duties and proper fulfilment of all terms and conditions of the agreement by the agency at mutually agreed rates.</p> <p>9.2 The Service Provider will agree to strictly abide by the Broad Scope of Work and Guidelines as above while providing cars to officers / staff and guests of the Bank.</p>

Section VI: Standard Formats

Form 1	Details of Technical bid
Form 2	Details of Financial bid
Form 3	Performance Bank Guarantee
Form 4	Bill Format
Annexure- I	Details of Banker
Annexure- IA	Work Experience
Annexure- II	Form of Bankers' Certificate
Annexure- III	List of Vehicles in the Fleet
Annexure- IV	Client's Certificate
Annexure- A	Rate Chart

PART I – TECHNICAL BID

NAME OF THE TENDERER: _____

ADDRESS:

CONTACT NO: _____

Technical Bid by the Tenderer

(To be given on the applicant's letter head)

Name of the tenderer:

Address:

Sl. No.	Particulars	Details to be filled in by the tenderer
1.	Name of the Organization	
2.	<p>a) Type of organization – (whether Proprietorship/ Partnership / LLP / Pvt. Ltd. / Ltd. Company).</p> <p>b) Date of establishment</p> <p>c) Details of Registration (Firm, Company, etc.), Registering Authority, Date, Number, etc., (not applicable in the case of a sole proprietorship).</p> <p>Please enclose relevant documents in support of the same.</p>	
3.	Name of the proprietor / partner / directors of the organization with designation.	
4.	<p>Regd. Office / Business Address of the organization along with the Telephone No., Mobile No., Fax No. and e-mail.</p> <p>a) Whether having own office in Ranchi</p> <p>b) Address of the local office at Ranchi</p> <p>c) Whether having own Office at any other important cities of Jharkhand (If so details thereof)</p> <p>d) Name of the authorized official and his / her telephone number.</p> <p>Please enclose relevant documents in support of the same.</p>	

5.	<p>Work Experience - Details of work experience as per the requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents, and certificates as per Annex – I A.</p> <p>The details along with documentary evidence of previous experience, if any, of providing car / taxi hiring services for the Reserve Bank of India at any centre or Government / semi-Government / public sector undertakings / banks / MNCs should also be given.</p>	
6.	Whether average annual business turnover of last three financial years (excluding FY 2020-21- Pandemic Year) i.e. F.Y. 2018-19, F.Y. 2019-20 and F.Y. 2021-22 is ₹40 lakh. (Supporting documents should be enclosed in proof of turnover).	
7.	Income Tax Returns of last three Financial years i.e. F.Y. 2018-19, F.Y. 2019-20 and F.Y. 2021-22 (excluding FY 2020-21 -Pandemic Year) (Self-attested copy to be submitted)	
8.	Whether registered with Labour Department under the Contract Labour (R & A) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971, Whether MSME? If yes, indicate the date of registration. (A copy of certificate / registration to be submitted).	
9.	Name and address of the bankers. Please enclose a certificate from the banker regarding financial standing as per format attached with this tender document. Annex - I and II	
10.	<p>Number of vehicles owned with details such as type/ make / model of the vehicle.</p> <p>Condition / age of vehicle with their registration tax permit No., etc. (attach documentary evidence).</p> <p>List of vehicles in the fleet along with photocopy of their RC / fitness and permit owned to be submitted as per Annex - III</p>	
11.	Whether the organization is registered under Jharkhand State Shops & Establishment Rule 2001 and having necessary certificate to run Tours and Travels.	
12.	Name and address of the existing clients along with full details. The feedback from top two existing clients is required as per Annex - IV	
13.	The bank Account (IFSC Code and Account Number) where payments would be received by the organization.	
14.	PAN and GST Details	

Copies of Documents required to be submitted for Technical Bid

1. Audited annual financial statements (for F.Y. 2018-19, F.Y. 2019-20 and F.Y. 2021-22)
2. Income Tax Returns for the last three Financial Years (excluding 2020-21, being the Pandemic Year) i.e. F.Y. 2018-19, F.Y. 2019-20 and F.Y. 2021-22).
3. Details of Banker ([Annex - I](#))
4. Work Experience ([Annex - IA](#))
5. Bankers certificate on financial standing ([Annex - II](#))
6. List of clients.
7. List of owned cars ([Annex - III](#))
8. Incorporation documents
9. Copy of the PAN, TIN and GST Registration wherever applicable
10. Client Feedback ([Annex - IV](#))
11. Any other document/s (Please specify)

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 / our 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.
3. I / We also agree that my / 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. I / We also agree to keep the earnest money during the entire period of validity of tender.
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, therefore.
5. I / We understand that after empanelment, I / We would be under the obligation to supply vehicle/s for the Reserve Bank of India, Ranchi at the rates quoted by me/us.
6. Details of Earnest Money Deposit:

Particulars	Amount	Name of Bank	Name of Bank Branch	Transaction Number
EMD				

Dated this _____ day of _____ 2023

Signature

Name and seal of the TENDERER

Annex - I

Details of Bankers

(To be given on the applicant's letter head)

Particulars	Banker 1	Banker 2
Name of the Branch and its Complete postal Address including IFSC and e-mail id.		
Name and Job-title of the Branch Manager / Relationship Manager along with his / her telephone no. (s) and e-mail id		
Type of Account and Account No.		
The period from which the Service provider has been banking with the Banker (specify number of years).		
Any other information which the service provider may like to furnish about its Bankers.		

Annex – I A

Work Experience

List of similar works executed by the tenderer

Sl. No.	Details of Service provided	Name and address of the organization	Name and address of the employee / officer under whose supervision services were provided	Total Amount in Rs. (for entire annual contract)	Whether services were provided for the originally contracted length of time or not	No. of years dealing with the organization

Annex - II

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

(To be submitted by the Tenderer - to be uploaded in the Technical Bid)

1. Composition of the firm (whether Partnership / LLP / Private Limited / Proprietorship / Public Limited)
2. Name/s of the Proprietor / Partners / Directors of the firm.
3. Turnover of the firm for the last 3 years (excluding FY 2020-21, being the pandemic year) i.e., 2018-19, 2019-20 & 2021-22.
4. Credit facility / Overdraft facility enjoyed by the firm.
5. Nature of dealings and opinion thereon.
6. The period from which the firm has been banking with the bank.
7. Any other remarks.
8. Opinion on whether the party is considered financially sound to be entrusted with the contract for works estimated to cost ₹40 lakh.

(Signature)
Authorised Signatory of the Bank Branch

Note:

1. Bankers' certificates should be on the letter head of the Bank.
2. The certificate to include names of all partners and directors of the party as recorded with the Bank.

List of vehicles in the Fleet
(To be given on the applicant's letterhead)

S. No.	Make of Vehicle	Regd. No.	Model and Year of manufacturing	Present Mileage
Own Vehicles				
Contract Vehicles				

Attach following documentary evidence:

- (a) Registration Certificate
- (b) Insurance papers
- (c) Taxi permit
- (d) Any other relevant document

Signature of Tenderer with Seal / Stamp
Date:
Place:

Annex - IV

CLIENT's CERTIFICATE REGARDING PERFORMANCE OF AGENCY

(To be uploaded in the Technical Bid)

1. Name & address of the Client:
2. Details of work/s executed by Shri / M/s:
3. Name of work with brief particulars:
4. Agreement No. and date:
5. Agreement amount (Rs.):
6. Date of commencement of contract:
7. Date of expiry of contract:
8. Duration of relationship with the Car Agency:
9. Quality of vehicles provided by the firm:
10. Quality of driver/s provided by the firm:
11. Integrity and reliability of the partners / proprietor of the firm:
12. Details (Date of levy of penalty, Amount of penalty and reasons) of penalty levied for deficiencies in services rendered:
13. Details of disputes with the agency during the contract:
14. General Feedback on the quality of service by Car Agency:
15. Rating of car services rendered: Outstanding / Very Good / Good / Satisfactory / poor
16. Recommendation, if any or any other feedback

(Authorised signatory of the Client)

Part – II

Form 2
Annex A

Financial Bid

RATE CHART FOR CAR HIRE including applicable taxes and exclusive of GST

Particulars (Local / City rates)	Lower End Sedan	Mid End Sedan	Higher End Sedan	Executive High-End Sedan	Luxury High End Sedan	SUV Segment/MUV	Higher End SUV / MUV	Mini Bus (15 - 25 seater) *
Vehicle Model	Indica / Nissan Micra / Maruti Ritz / Liva	Toyota Etios / Hyundai Xcent / Maruti Dzire	Honda City / Maruti Ciaz / Nissan Sunny	Toyota Corolla / Toyota Altis / Honda Civic	Toyota Camry / Honda Accord	Maruti Ertiga / Mahindra Xylo / Toyota Tavera / Toyota Innova	Toyota Innova Crysta	Tempo Traveller or equivalent
4 hrs / 40 kms								
8 hrs / 80 kms								
Extra charges per km								
Extra charges per hour								
Airport pick up from OR drop to RBI Ranchi								
Per Km(extra after 250 kms per day)OUTSTATION								
Driver Bhatta/ Allowance (OUTSTATION)								
Night retention Charges (OUTSTATION)								
Total	A	B	C	D	E	F	G	

L1 will be selected on the basis of $(A+B+C+D+E+F+G)/7$

* Mini bus variant is not used for evaluating Financial Bid. The indicative rates may be used for future purposes, as and when needed.

1. Fixed charges for airport pick up and drop. For airport drop / pick up, a fixed amount would only be paid.
2. No parking charges would be paid in the case of airport / railway station 'drop'.
3. In case of airport pickup, parking charges would be paid for period starting maximum one hour before the scheduled flight arrival time up to the time of leaving the airport after the pickup of the guest.
4. Toll and parking charges shall be paid as per actuals only for outstation trips based on production of original receipt.
5. For airport drop / pick up, from the above mentioned location, the fixed amount is all inclusive of taxes and parking charges, etc., excluding GST. For Airport/ Railway Station drop / pick up from other locations, no parking charges would be paid in the case of airport / railway station 'drop'. For Airport / Railway station pick up duty, the parking charges (from up to 1 hour before scheduled / actual flight arrival time till after pick up of guest) will be paid on production of original bills / receipts. The toll charges would be paid only on production of original receipt.
6. All vehicles should be in good condition with its upholstery, etc., in proper shape. It must be washed and be provided with proper seatcovers.
7. The charges quoted above include cost of items mentioned in the "Scope of work" like two Mineral water bottles of 500 ml each per day from reputed brand such as Bisleri, Kinley, Aquafina, Himalaya, etc., face tissue paper, one English daily and one financial newspaper of date, mobile phone for the driver on duty, fire extinguisher and first aid box in the vehicle, failing to do will attract a penalty of Rs.500/- per trip.

8. The Bank reserves the right to review the case of any tenderer whose services are found to be unsatisfactory and even cancel his contract.
9. The rated quoted shall be inclusive of all taxes and exclusive of GST.
10. The Bank reserves the right to source / requisition up to 60% of vehicles under different categories from the tenderer quoting lowest rates under the respective category. The hiring / requisition of vehicles will be subject to satisfactory performance of services by the Vendor and at the sole discretion of the Bank / Bank.
11. Any other brand / variety of car not mentioned above may be requested by the Bank / Bank from the empaneled agencies on need basis.

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 General Manager (Officer - in - Charge),

Reserve Bank of India, Ranchi

Dear Sir,

In consideration of your agreeing to empanel M/s _____ (hereinafter referred to as "the Agency") in terms of their contract with you for EMPANELMENT OF CAR HIRING FIRM / AGENCIES / COMPANIES FOR PROVIDING VEHICLES TO THE RESERVE BANK OF INDIA, RANCHI 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 / 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 **₹2,00,000/- (Rupees Two lakh 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 **agency** of any of the terms and conditions contained in the said Contract and in the event of the **agency** 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 ₹----- (Rupees-----) 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 **agency**.

2 Notwithstanding anything to the contrary, your decision as to whether the **agency** 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 **Agency** after expiry of the relative guarantee period of the said Contract and after the **agency** 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 two months after the day of expiry of the contract without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing.

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 **Agency** or to postpone for any time or from time to time any of your rights or powers against the **Agency** 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 **Agency** or any other forbearance, act or omission on your part or any indulgence by you to the **Agency** 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 ₹- _____ (Rupees _____) as aforesaid.

6 This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the **Agency** 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 **Agency**.

7 In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your General Manager (Officer - in - Charge) debtors in respect of all your claims against the **Agency** 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 **Agency** 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 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 **Agency** 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.

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 agency or any other person.

15 Notwithstanding anything contained herein above ₹----- (Rupees-----). Unless a written claim is lodged on us for payment under this guarantee before the expiry date, 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 there under, 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 _____

Bill Format

1	Guest Name	
2	Trip Date	
3	Company Name	
4	Company Address	
5	Booked by	
6	Vehicle No.	
7	Vehicle Type	
8	Driver Name	
9	Driver Mobile	
10	Duty	Local / Outstation

Pick up / Drop details

Pick up address	
Pick up Time	
Pick up (starting Kilometers)	
Drop address	
Drop time	
Drop (Closing kilometers)	
Garage to pick up point (in kms)	
Drop point to garage (in kms)	

Driver Signature

Guest Signature

ARTICLE OF AGREEMENT

THIS AGREEMENT is made at Ranchi on this.....day of Two Thousand and Twenty Three between RBI, Ranchi (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, Ranchi.

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 for a period of one year i.e. from April 01, 2023 to March 31, 2024 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 HERE TO 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 ₹ (Rupees only) 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.
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 preferably should have fleet of 15 (Fifteen) vehicles of various capacities (Starting from Innova Crysta or similar category car).
8. All vehicles must have clean interior, upholstery, well maintained exterior & noiseless drive.

9. All vehicles must have a) one newspaper (English/ Hindi) b) two bottles of branded packaged drinking water of 500 ml per day c) face tissue papers, d) first aid kit with essential medicines and e) sanitizers and surgical masks f) fire extinguisher
10. The tenderer should have its office and garage space in Ranchi. 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, Ranchi.
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 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, at least 3 hours before the reporting time, the car number, Driver's name and mobile number to the Nodal officials of the Car Desk of the Bank and to the guest by SMS and update the records at the Bank from time to time.
18. The driver must always be available with the vehicles as and when demanded by RBI, Ranchi. 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. 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.
20. 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.
21. The rates offered by the tenderers and acceptance by the Bank, will remain valid, for a period of three years. However, they may be reviewed before the time of expiry of the contract provided any major changes occur in labour laws or Government decision affecting fuel pricing. etc. Accordingly, this may be done on mutually agreed terms and conditions.
22. That there shall not be any escalation of car hire rates during the continuance of the agreement.
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 General Manager and Officer in Charge, Reserve Bank of India, Ranchi 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 binding on the tenderer. Such compensation may be in addition to any penalty levied under paragraph 23 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.

29. 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.

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. In case of any complaint of sexual harassment is received by RBI against the Vendor/its employees/Chauffeurs during this agreement period, the complaint will be filed before the Internal Complaints Committee constituted under the said Act and the vendor shall be responsible for educating its employees/Chauffeurs about the Act and related issues. 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 Internal Complaint Committee of RBI.

v) 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.

vi) 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 Shillong and only Courts in Shillong shall have jurisdiction to determine the same.

In Witness whereof the parties have set their respective hands at Ranchi on today for one year 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, Ranchi

Signature :

Name:

Designation:

Seal

In the presence of witnesses

Witness 1

Witness 2