

Reserve Bank of India
Protocol & Security Establishment
NOTICE INVITING TENDER (NIT)

(Only through e-procurement)

TENDER FOR RATE CONTRACT WITH CAR HIRING AGENCIES/COMPANIES BY RESERVE BANK OF INDIA, MUMBAI

1. Reserve Bank of India, Protocol & Security Establishment, Mumbai Regional Office, Mumbai (RBI) invites E-tenders from eligible car hiring agencies/companies for “**RATE CONTRACT WITH CAR HIRING AGENCIES/COMPANIES BY RESERVE BANK OF INDIA, MUMBAI**”. The period of contract will be up till March 31, 2022 from January 01, 2021.
2. All the Pre-Qualification papers shall be uploaded on MSTC site and same will be downloaded at the time of opening part-I of tender for examination by the Bank.
3. The Earnest Money Deposit (**EMD**) of **Rs.2,10,000/- (Rupees Two Lakh Ten Thousand only)** may be remitted through NEFT or in form of Bank guarantee and documentary evidence in support of remittance shall be submitted in sealed cover addressed to The Regional Director, Reserve Bank of India, P&SE, Mumbai-400 001 so as to reach P&SE Office by **2:00 PM on December 15, 2020** superscripted as “**EMD for RATE CONTRACT WITH CAR HIRING AGENCIES/COMPANIES BY RESERVE BANK OF INDIA, MUMBAI**”. The Bank Guarantee (from Scheduled Commercial bank) submitted towards EMD has to be valid for the period of the tender plus additional 45 days.
4. Online tenders will be available for viewing /download from **6.00 PM on November 05, 2020** from the website www.mstcecommerce.com and www.rbi.org.in
5. A pre-bid meeting (off-line mode) of the intending Tenderers will be held **on November 11, 2020 at 1200 hrs** at Reserve Bank of India, Mumbai Regional Office, Mumbai-400 001.
6. The duly filled in tender documents shall be uploaded on MSTC site till **5.00 PM on December 15, 2020**.
7. Part I of the tenders will be opened online at **3.00 PM on December 16, 2020** in the presence of the authorised representative of the Tenderers who choose to be present. Part-II (Price bid) of the eligible Tenderers shall be opened on a subsequent date which will be intimated to the Tenderers in advance.
8. RBI is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject any or all the tenders without assigning any reason there for.

Regional Director
Reserve Bank of India
Mumbai

**Reserve Bank of India
Human Resource Management Department
Mumbai Regional Office
Main Building, SBS Road
Fort, Mumbai**

**Notice inviting Tender for Rate Contract with Car Hiring
Agencies/Companies by Reserve Bank of India, Mumbai**

Tender No. – RBI/Mumbai/Mumbai/14/20-21/ET/271

Reserve Bank of India (RBI), Mumbai Regional Office, Mumbai invites E - tenders under Two – Bid system (Technical & Financial Bid) for the empanelment of reputed and capable Car Hiring Agencies/Companies with good track record, for the purpose of hiring cars and buses on need basis by Reserve Bank of India, Mumbai.

For more details, please visit “TENDERS” link on our website <https://www.rbi.org.in>.

The last date for submission of e-tender on MSTC portal (www.mstcecommerce.com) is December 15, 2020.

The Bank reserves the right to reject any tender without assigning any reason thereof.

Regional Director for Maharashtra and Goa

Reserve Bank of India
Protocol & Security Establishment

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2. All the Pre-Qualification papers shall be uploaded on MSTC site and same will be downloaded at the time of opening part-I of tender for examination by the Bank.
3. The Earnest Money Deposit (**EMD**) of **Rs.2,10,000/- (Rupees Two Lakh Ten Thousand only)** may be remitted through NEFT or in form of Bank guarantee and documentary evidence in support of remittance shall be submitted in sealed cover addressed to The Regional Director, Reserve Bank of India, P&SE, Mumbai-400 001 so as to reach P&SE Office by **2:00 PM on December 15, 2020** superscripted as **"EMD for RATE CONTRACT WITH CAR HIRING AGENCIES/COMPANIES BY RESERVE BANK OF INDIA, MUMBAI"**. The Bank Guarantee (from Scheduled Commercial bank) submitted towards EMD has to be valid for the period of the tender plus additional 45 days.
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Regional Director

DISCLAIMER

Reserve Bank of India (RBI), Protocol and Security Establishment, Mumbai, 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 believe 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 Reserve Bank of India in submitting the e-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 time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

SCHEDULE OF TENDER

A	Name of Work	Rate Contract with Car Hiring Agencies/ Companies with good track record, for the purpose of hiring cars and other vehicles on need basis by Reserve Bank of India (RBI), Mumbai
B	e-Tender no	RBI/Mumbai/Mumbai/14/20-21/ET/271
C	Mode of Tender	e-Procurement System through www.mstcecommerce.com/eprochome/rbi (Online Part I – Technical Bid and Part II - Financial Bid)
D	Date of NIT available to parties to download	November 05, 2020, 1800 hrs.
E	Date of Pre-Bid meeting (offline)	November 11, 2020, 1200 hrs.
F	Venue of Pre-Bid meeting	Car Desk, Protocol and Security Establishment, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, Fort, SBS Road, Mumbai- 400001
G	Estimated total value of tender	₹105 Lakhs for 15 months
H	Transaction fees #	0.05% of estimated value of tender = ₹ 5,250.00 + applicable GST
I	Date of Starting of online submission of e-tender (Technical Bid and Financial Bid) at www.mstcecommerce.com/eprochome/rbi	
J	Date of closing of online submission of e-tender (Technical Bid and Financial Bid).	December 15, 2020, 1700 hrs.

K	Date & time of opening of Part-I (Technical Bid)	December 16, 2020, 1500 hrs.
L	Date of opening of Part-II (Financial Bid)	Part-II (Financial Bid) will be opened electronically of only those tenderer(s) whose Part-I (Technical Bid) is found acceptable by Reserve Bank of India, Mumbai. Such tenderer(s) will be intimated regarding date of opening of Part- II (Financial Bid) through valid email given by them.
M	Earnest Money Deposit (EMD) or in the form of Bank Guarantee	The Tender Application must be submitted along with Earnest Money Deposit (EMD) amounting ₹2,10,000/- (Two Lakh Ten Thousand only) payable through NEFT, as per details given below or in the form of a bank guarantee (Annex E) before 1400 hrs. on December 15, 2020, without which applications will be rejected. EMD will not carry any interest. It would be refunded to the unsuccessful tenderers within 10 working days of the award of the contract. In the case of successful tenderers, the EMD/BG will be returned after submission of Security Deposit in the form of a Bank Guarantee. The amount of the Bank Guarantee will depend on the number of vendors empaneled and accordingly will be intimated at a later date. The BG which will not carry any interest. The Bank Guarantee, from a scheduled commercial bank has to be valid for the validity period of the contract plus additional 2 months.

		<table border="1"><tr><td data-bbox="790 280 1027 418">A/c Name</td><td data-bbox="1027 280 1428 418">Reserve Bank of India, Mumbai (P&SE)</td></tr><tr><td data-bbox="790 418 1027 539">A/c Number</td><td data-bbox="1027 418 1428 539">04869229906</td></tr><tr><td data-bbox="790 539 1027 660">IFS Code</td><td data-bbox="1027 539 1428 660">RBIS0MBPA04</td></tr></table> <p data-bbox="742 689 1449 772">Note- Please read 5th and 10th letters of IFS Code as “Zero”</p>	A/c Name	Reserve Bank of India, Mumbai (P&SE)	A/c Number	04869229906	IFS Code	RBIS0MBPA04
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**E-Tender for Rate Contract with Car Hiring Agencies/Companies by Reserve
Bank of India, Mumbai**

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2. The tenderer is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the tenderer's risk and may result in rejection of his bid.

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

PART I (Section I)

Important Instructions for E-tender

This is an e-procurement event of Reserve Bank of India (RBI), Mumbai Regional Office. The e-procurement service provider is MSTC Limited. Tenderers are requested to read and understand the Notice Inviting e-tender and subsequent Corrigendum, if any, before submitting their online tender.

A) Registration:

The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Financial Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC/ RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: The Technical Bid and Financial Bid have to be submitted online only at http://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt. Depts → RBI. Register as Vendor by filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.
- 3) In case of any clarification, please contact MSTC/RBI, Mumbai Regional Office, (before the scheduled time of the e- tender).

Contact person (MSTC):

1. Ms Archana, Asst. Manager- archana@mstcindia.co.in - Mob- 09990673698
2. Ms. Rupali Pandey, Asst. Mrg.- rpandey@mstcindia.co.in –Mob-9458704037

Contact person (RBI, Mumbai):

1. Shantanu Kumar, AM: 022-2260 3112, 9267915775, shantanuk@rbi.org.in
2. Ashok R Shinde, AM: 022-2260 3172, 9833493698, ashokshinde@rbi.org.in

B) System Requirements:

- i) Windows XP-SP3 & above/Windows 7 Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 7 update 9 and above 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

C) Process of E-tender:

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

2. All entries in the tender should be entered in online Technical & Financial formats without any ambiguity.

3. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail.

Transaction fee is non-refundable.

A vendor will not have the access to online e-tender without making the payment towards transaction fee.

NOTE: Tenderers 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.

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

5. E-tender cannot be accessed after the due date and time mentioned in the Notice inviting e-tender.

6. 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. EMD of the unsuccessful tenderers

will be refunded by the tender inviting authority within 10 working days of the award of the contract.

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

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

d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.

e) After filling the Technical Bid, vendor should click 'save' for recording their Technical Bid. Once the same is done, the Financial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Financial Bid. Once both the Technical Bid & Financial Bid have been saved, the vendor can click on the "Final submission" button to register their Bid.

f) Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.

g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

h) During the entire e-tender process, the vendors 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 the vendor for execution of supply.

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 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.

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

o) No deviation from the technical and financial terms & conditions are allowed.

p) The Bank reserves the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

q) Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprchome to familiarize with the system before bidding.

Part I (Section II)

General Instructions regarding technical and financial bids

1. PART- I (Technical bid)

- 1.1** Tenders in two parts (Part I – Technical Bid and Part II - Financial Bid) are invited for empanelment of reputed and capable Car Hiring Agencies/Companies with good track record, for the purpose of hiring cars on need basis by Reserve Bank of India, Mumbai, for a period of 15 months up to March 2022 (extendable further as decided by the Bank based on the performance of the service providers), at an estimated cost of ₹ 1,05,00,000/- (Rupees One Crore Five Lakh only).
- 1.2** The tender should be complete in all respects with all attachments/enclosures/annexures. Incomplete forms or without proper documentary evidence etc. (as advised) will be out-rightly and summarily rejected by the Bank.
- 1.3** Tender document can be downloaded from website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications 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 on the above website.
- 1.4** The tenderers should submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects on or before 1700 hrs. on December 15, 2020. Tenderers shall submit e-tender proposal along with Earnest Money Deposit of ₹2,10,00/- (Rupees Two Lakh Ten Thousand only), complete in all respect and as per the prescribed formats.
- 1.5** A pre-bid meeting of the intending tenderers will be held at 12:00 hours on November 11, 2020 in P&SE, Car Desk, First Floor, Main Building, Mumbai Regional Office, Shahid Bhagat Singh Road, Fort, Mumbai - 400001. The Bank will clarify any point/doubt raised by the tenderers in respect of the tender. No separate communication will be sent for this meeting except for the change of date or time of the meeting, by the Bank. All the intending tenderers are advised to be present. They may indicate points/conditions/specifications which need to be clarified during the meeting in advance to the following e-mail ids:

cardeskmumbai@rbi.org.in and shantanuk@rbi.org.in. These issues will be discussed in the meeting. The tenderers are expected to get all the issues clarified during this meeting. No further clarifications/doubts will be entertained after the pre-bid meeting.

- 1.6** The Part-I (Technical Bid) will be opened electronically on December 16, 2020 at 1500 hrs. 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.
- 1.7** Before submitting the tender, the Tenderers may go through the scope of work, articles of agreement and terms & conditions governing contract, on which the work will be awarded by the Bank and required to be executed by the successful Tenderer. The Tenderers may satisfy themselves as to the eligibility and other criteria prescribed therein. No queries or requests for clarifications shall be entertained in this regard. It may also be noted that the terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Tenderer to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Tenderer, 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 to be awarded under this Tender.
- 1.8** Tenderer/authorized signatory of the Tenderer shall sign on each page of the tender before uploading.
- 1.9** Corrections, if any, in the quotation shall be duly authenticated with full signature.
- 1.10** In the first stage, the Technical Bids will be opened. The bid of any tenderer who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected. Subsequently, the selected technical bids will be evaluated as per evaluation criteria of the Tender document. Decision in this regard will be at the sole discretion of the Bank.
- 1.11** Falsification/suppression of information shall lead to disqualification of the tenderer/ cancellation of contract even after award of work during the currency of the contract.
- 1.12** Each Tenderer (each member in the case of partnership firm / joint venture/consortium) or any associate is required to confirm and declare

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

1.13 Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under relevant laws as applicable in the matter. Such action will result in the rejection of bid, in addition to other punitive measures.

1.14 The Bank shall obtain reports on the past performance of the Tenderer from his clients and bankers. The Bank shall evaluate the said reports before opening of the price bid of the tenders. If any Tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers' report are found unsatisfactory, the Bank reserves the right to reject his offer and his EMD will be returned. The Bank is not bound to assign any reason for doing so.

1.15 This tender document is neither an offer letter nor a legal contract, but an invitation for offer from prospective contractors. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Contractor. Further, the Bank will not be liable for any costs incurred by the contractor in the preparation of the response to this tender. The preparation of contractor's proposal will be made without any obligation by the Bank to acquire any of the items included in the tender, or to discuss the reasons why the contractor's proposal is accepted or rejected. All information furnished by the vendors in their proposal will be treated as strictly confidential.

1.16 Eligibility criteria for participating in the tender –

- i. Minimum experience of five years is required in the field of providing transport service.
- ii. Should have provided/ been providing car hire services to at least three Government/ semi-government/ public sector undertakings/ banks/ MNCs, etc, at least for three years during the last five years (Attach experience certificates as per "[Annex A](#)").
- iii. The tendering firms/company should have minimum fleet of 20 (twenty) owned cars comprising of the following cars: Maruti Dzire/ Toyota Etios, Honda City, Hyundai Verna, Maruti Ciaz, Toyota Innova, Toyota Innova Crysta, Toyota Corolla Altis. Of the total cars, the tendering firm should have minimum 09 Honda City/Ciaz/Verna and 06 Innova/Innova Crysta in their fleet. (Attach copies of Registration Certificates/ books). The vehicles provided to RBI should be road worthy and not more than 3 years old from the date of sending the vehicles registered with RTO as commercial vehicle for duty.
- iv. The agencies should have an average annual turnover of not less than ₹1 crore during last three accounting years (assuming at least four agencies are empaneled).
- v. The vehicles should have valid all India taxi permits (Attach copies of taxi permits for all vehicles).
- vi. The tendering firms/companies should have all applicable tax registrations viz PAN, TIN, GSTIN, etc. (Attach copies of the same).
- vii. The tendering firms/company should have own office in Mumbai (attach documentary proof).
- viii. The tendering firms/company should have a current account in a scheduled commercial bank for effecting payments (attach documentary proof).
- ix. The tendering firms/companies must be a profit-making entity for last three consecutive accounting years.
- x. The tendering firms/companies should submit Income Tax Return Acknowledgement/ Assessment Order and audited Balance Sheet, Profit and loss account etc. for the last three financial years.

- xi. The tenderer should submit the list of clients served (current and previous). The tenderer must also give references of minimum two organizations/ companies where it is providing the vehicles hire services.
- xii. 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.
- xiii. The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- xiv. The tenderer must not have been suspended / delisted / blacklisted/ banned or any such process initiated against him/her, by any organization including Reserve Bank of India at any location in India on any grounds (Self-declaration on letter head in this regard to be submitted).
- xv. The tenderer should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The tenderer shall give details of all disputes he/she had with his/her clients and furnish the current status thereof.
- xvi. The tenderer should have a valid registration under Maharashtra Shops & Establishment (Regulation of Employment & condition of service) Act, 2017.
- xvii. All vehicles provided to the Bank should have valid taxi permits (commercial) to travel locally and throughout the State of Maharashtra and all other statutory clearances. These vehicles must be registered with the RTO as a commercial vehicle.
- xviii. All the vehicles should have valid PUC and fitness certificate. The tenderers shall submit documentary evidence in support of all the above eligibility criteria as also the other terms and conditions enumerated above, wherever applicable.

1.17 Details of the company/firm/agency

a) The full particulars of the Company/Firm/Agency, are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of

all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual(s) involved therein along with the name(s) and address(es) etc. are required to be submitted. In case of proprietorship, duly executed and registered deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of the death of the proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the prerogative/right of the Bank to continue the contract with the identified representative/assignee for the remaining period or till a new agreement is executed, whichever is earlier.

b) Details of work experience as per the requirements in the eligibility criteria supported by work orders, documents, and certificates shall be submitted. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other center should also be given.

c) Income Tax Assessment orders along with latest final order and credit worthiness certificate from the bankers with a copy of the specified accounts of the business of the contractor for a period of last three financial years duly certified by a Chartered Accountants should be enclosed in support of credit worthiness and turnover for the last three years.

d) Written information about the names and address of the Bankers with full details like names, present contact postal addresses, e-mail IDs, telephone (landline executives and mobile) Nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.

1.18 Documents required to be uploaded for technical bid - Scanned copy of Original Documents to be uploaded online through 'mstcecommerce' portal in PDF format while submission of E-tender (Each file size should not exceed 5 MB)

1. Attach the complete set of articles of agreement, Scope of work and Terms & conditions governing contract duly signed.
2. Incorporation documents.
3. Audited Income-tax returns/ Assessment order for last 3 accounting years.
4. Photocopies of the minimum 20 owned vehicle's Registration Certificate (RC).
5. Audited annual financial statement for the last 3 accounting years.
6. List of current and previous clients.
7. Bankers Report on financial standing as per format.

8. All documents related to work experience supported by work orders, completion certificates and other details.
9. Copy of the PAN, DIN/ TIN and GST Registration, Registration Certificate under valid registration under Maharashtra Shops & Establishment Act, License to run tour and travels etc.
10. Self-declaration on letter head regarding no suspension/ blacklisting etc.
11. Details such as make of vehicle, registration number, model, year of manufacturing etc of all other owned vehicles (other than minimum 20 required).
12. Power of Attorney/ authorization with the seal of the company/ firm in the name of the persons signing the tender documents.
13. One self-attested recent passport size photograph of each authorized person of the firm/agency, with name, designation, and address, mobile number, email ID etc.
14. Any other information the tenderer wishes to furnish (any litigation, court case etc).

1.19 Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature. The Bank reserves the right to call for proof / verification of any of the above-mentioned documents.

1.20 The Tender application must be submitted together with details of proof of deposit of ₹2,10,000/- (Rs. Two Lakh Ten Thousand only) towards Earnest Money Deposit (EMD) in bank details given in Schedule of tender through NEFT in the bank account mentioned for the purpose of EMD, without which applications will be rejected. EMD will not carry any interest. All Successful tenderers will have to deposit Security deposit in the form of a Bank Guarantee (as per the proforma in [Annex F](#)) for execution of the contract. The Security Deposit (Bank Guarantee) will be refunded to the contractors without interest after the expiry of two months from the date of completion of the contract period or termination of the contract after deduction/adjustment of claims/penalty, if any, payable by the Contractor to the Bank. Failure to pay the security deposit shall be treated as failure to discharge the duties obligations under the contract and shall result in cancellation of the offer of the contract. Such applicants shall be liable to compensate the Bank for any loss incurred by the Bank. Security deposit will

not carry any interest. If the successful tenderer refuses to sign/ enter into agreement subsequently, Earnest Money Deposit/ Security Deposit shall stand forfeited and the Contractor shall also be liable to be debarred for three years from participating in any tender or executing any work in the Bank. The EMD of unsuccessful tenderers shall be refunded within 10 working days of awarding contract and no interest shall be paid on such money.

2. PART- II (Financial Bid)

2.1 Part-II of the online tender should contain only the service provider's quoted rates in the prescribed format.

2.2 The Part-II (Financial bid) of only those tenderer's who qualify in the Technical Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers through valid email IDs furnished by them. The Tenderers may choose to be present during the opening of Part II of the tender. The rates quoted by individual vendor under each category of vehicles and for each kind of use will be for analyzing the lowest rates among vendors and shall not form the basis for empanelment. Further, the minimum rates for each category/use quoted by the vendor will be offered immediately after opening of price bid to all other eligible vendors for acceptance and consequent empanelment. The Bank also reserves its right to divide the order between two or more tenderers and the contractor shall carry out even the part orders based on the lowest rate for each category.

2.3. The rates/quotes in the Financial Bid shall be firm and final and will not be enhanced under any pretext during the period of the contract and as such the tenderers may quote their rates taking into account the probable future revisions in prices. The Bank will not entertain the contractor's claim for revision of rates during the period of the contract under any circumstances.

2.4 All statutory deductions, as applicable shall be made from the bills submitted by the company/agency/firm. The Financial Bid shall, therefore, be all inclusive (excluding GST). GST as applicable may be shown separately in the bill and the same will be reimbursed or paid by the Bank as per eligibility. The Bank may call for documentary proof showing deposit of GST.

2.5 Financial Bid should contain only the price filled in Indian Rupees in figures and

words.

2.6 The Financial Bid shall be completed in all respects and duly signed and stamped by an authorized representative of the tenderer.

2.7 No terms and conditions should be indicated in Part-II of the Tender. If any Tender is found with conditions mentioned therein, the same will be treated as “invalid”.

3. Opening of Tender

3.1. Validity of Tender: The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of Part-I, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.

3.2. The tender documents which do not comply with the terms and conditions prescribed in the tender document will be summarily rejected.

3.3. No deviations / conditions shall be stipulated by the contractor in both technical and commercial bids. Conditional tenders will not be accepted and will be summarily rejected.

3.4. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

3.5. Reserve Bank may modify the Tender Document by issuing addenda/corrigenda, for any reason, and at any time. Any addenda to the Tender Document shall be part of the Tender Document. All Tenderers will be notified of the addenda to Tender through e-mail or in writing and it will be binding on them. To allow Tenderers reasonable time to take any addenda into account in preparing their proposals, the Bank will extend, if necessary, the deadline for the submission of proposal.

Note: All the tenderers may please note that any amendments / corrigendum to the tender, if issued in future, will be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Place:

Signature and seal of the Tenderer

Date:

Name of Authorized signatory

Section III

Articles of Agreement

ARTICLES OF AGREEMENT made at Mumbai on this _____ day of _____ between the Reserve Bank of India, Mumbai Regional Office, Mumbai having its Central Office at Mumbai (hereinafter called "the Bank") which expression shall unless repugnant to the context include his successors in office on the one part and (proprietorship/partnership firm/ Company/Agency), incorporated under the provisions of the Companies Act (in case of a Company) and having its registered office at _____ (hereinafter called "the Contractor") represented by Shri who is authorized to enter this agreement by its Board of Directors which expression shall include its/his successors, assigns and legal representative on the other part.

WHEREAS the Bank has intention of engaging contractors for the empanelment of reputed and capable Car Hiring Agencies/Companies with good track record, for the purpose of hiring cars on need basis and has caused specifications describing the work to be done [as detailed in Tender Documents (Part I, Part II, annexures and amendments thereof)]. AND WHEREAS the said specifications and the scope of work [as detailed in Tender documents (Part I, Part II, annexures and amendments thereof)] have been signed by or on behalf of the parties hereto.

AND WHEREAS the Bank had called for tenders from eligible contractors for the empanelment of reputed and capable Car Hiring Agencies/Companies with good track record, for the purpose of hiring cars on need basis, as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Contractor has agreed to execute the work subject to the conditions set forth herein and to the conditions set forth in the Tender Documents (Part I, Part II, annexures and amendments thereof) as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works described in terms and conditions and included in the detailed scope of work as detailed in Tender Documents (Part I, Part II, annexures and amended thereof) at the respective rates therein set forth, amounting to the sum as therein arrived at or such

other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

Definitions

In this Agreement, unless the context requires:

“Agreement” means these terms together with any Booking accepted by the Contractor in writing and terms and conditions mentioned in Tender Document.

“Cancellation” means any cancellation by the Bank of the Services after acceptance of Booking.

“Hire Period” means the period of time set out in the Booking or during which the Services are performed, whichever is longer, as amended by agreement or in accordance with this Agreement.

“Pick-up Address” means the address stated in the Booking where the Services will commence.

“Pick-up Time” means the date and the time or time slot set out in the Booking or communicated by you to us for commencement of performance of the Services.

“Booking” means any booking from the Bank and acceptance by the Contractor.

“Services” means the services of a chauffeur-driven Air-conditioned Vehicle starting from the Pick-up Time at the Pick-up Address.

“Unacceptable Behaviour” 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.

“Vehicle” means the vehicle with the registration number referred to in the Booking or any replacement vehicle agreed by the parties.

“Writing” includes any written paper document, any fax, mobile text and any e-mail correspondence.

In this Agreement, unless the context requires otherwise words denoting any gender include all genders and words denoting the singular include the plural and vice versa.

NOW THESE PRESENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENT AS FOLLOWINGS:

- (1) The Bank appoints the Contractor for the purpose of hiring road worthy vehicles on need basis. This contract is valid for a period of 15 months commencing from January 01, 2021 upto March 31, 2022. However, the contract may be renewed for further periods (maximum two years, one year at a time) on the existing/ revised terms and conditions to be mutually agreed upon between the parties. The Bank reserves the right to extend the contract for further periods on terms and conditions mutually agreed upon.
- (2) That the Tender Documents (Part I, Part II, annexures and amendments thereof) as modified and finally accepted by both the parties shall form integral part of this Agreement and the Contractor shall comply with all the terms and conditions of the tender documents.
- (3) The Contractor has deposited a sum of _____ on _____, 2020 with the Bank as Security deposit in the form of a Bank Guarantee for the due performance of the contract for the entire contract period. This Security Deposit amount will not carry any interest and will be refunded to the contractor without interest after the expiry of two months from the date of completion of the contract period or termination of the contract after deduction/adjustment of claims/penalty, if any, payable by the Contractor to the Bank.
- (4) The Bank shall place an order for their requirement herein after called 'Hire-order' and will receive acknowledgement from the Contractor for supply of vehicles. It is anticipated that the Contractor will supply vehicles to the Bank on regular basis as and when demanded until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.

- (5) The Contractor should depute any of their staff member(s) to act as a “co-ordinator(s)” to co-ordinate for any group booking(s) made by the Bank (vehicle requirement of 20 or more vehicles in one booking/ for multiple days booking), and this person will be responsible on behalf of the Contractor for smooth operations of the vehicular requirements of the Bank for the captioned booking(s).
- (6) The Contractor agrees with the Bank and with each authority competent to order, that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
- (7) The Contractor will provide road worthy vehicles to the Bank not older than three year from the date of sending the vehicles registered with RTO as commercial vehicle for duty and registered for the commercial purpose only. Taxes, insurance and other dues on such vehicles shall be the liability of the Contractor. The Contractor agrees to provide the details of all vehicles purchased or removed from its fleet in future to the Bank in writing till the expiry of the contract.
- (8) All the papers related to each vehicle viz. insurance, registration, road tax, pollution control certificates, permits, valid license, etc. should be readily available in the vehicles with drivers while on Bank duty.
- (9) All vehicles should be well maintained, in good hygienic condition with its upholstery etc. in proper shape, without any dent or stain. It must be washed properly and be provided with neat and clean seat covers before sending for the duty.
- (10) The driver deployed should carry a valid driving license when on duty, which should be produced by him if demanded by traffic personnel. Renewal of their driving license from time to time will be the responsibility of the contractor.
- (11) The driver of the vehicle provided by the Contractor shall carry with himself the duty slips given by the Contractor where date, time, kilometers reading and places visited are to be filled in and signed by the users/ Bank officials. On the basis of these duty slips, the bills shall be raised to the Bank by the Contractor. Counting of distance will be from garage, but chargeable distance in this respect shall not be more than 15 kilometers in each way between user delivery address and the garage/normal parking place.
- (12) The drivers deployed should be medically fit with good moral character and reasonable experience of driving and should be well groomed and be able to converse

in English and Hindi. They should be able to attend to minor repairs of vehicles en-route, in case of need.

(13) The driver should also have some knowledge of car mechanism so that he can attend minor repairs and should be well conversant with the roads and routes in Mumbai and adjacent areas.

(14) The driver must follow all the traffic rules and regulations (seat belt, speed limits, red lights, overtaking etc.) to ensure safety of the passengers.

(15) If the Bank or user complains of misdemeanor/misbehavior/unacceptable behavior by a driver, the contractor 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.

(16) The contractor shall arrange to obtain Police Verification Certificate regarding the antecedents of the persons/ drivers engaged by them so as to ensure no undesirable person is engaged by them for Bank's duty. Such certificate has to be obtained annually before engaging the services of the driver for the purpose of this agreement. The Bank reserves its right to call for such certificate.

(17) The drivers/ employees engaged by the contractor 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.

(18) The driver must report for duty at specified place at least 15 minutes prior to the time of reporting in neat and clean uniform. While going for airport for picking up the guest, the flight landing time should regularly checked by him or the Contractor's employee as some times flights land before their schedule time. It is the duty of the contractor to ensure that the vehicle reaches to the airport/ railway Station/pick up point on time.

(19) The driver must carry a placard depicting particulars of the arriving guest / officer of the Bank and be present to receive the guests at the exit point from Railway Platform/Airport. 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/ reaching 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.

(20) Driver should maintain a proper record of mileage on a daily basis and get the same authenticated by the authorized user. The driver should maintain duty slips with

complete details of kilometers travelled / time of releasing, etc., duly authenticated by the officer using the service. The make of vehicle and registration number of the vehicle, which is provided to the guest should be mentioned on the duty slip. Besides the driver should be polite, courteous and service oriented at all times. He should provide his mobile number to the guest on demand.

(21) The persons deployed for the purpose of the agreement shall not be in an inebriated condition or under the influence of any intoxicating material. Smoking or Chewing Pan/Tobacco is strictly prohibited inside vehicle/ Bank premises.

(22) The driver must always be available with the car once he has reported to the guest/user officer of the Bank. His mobile should be operational (with battery regularly charged) during the entire duty. He should carry his mobile with him while going away from the vehicle for any urgent work. While driving, the driver should not take the mobile calls. If he is required to take any urgent call while driving the vehicle, he should stop the vehicle at a proper place and then respond to the call.

(23) The drivers will comply with the orders given by the authorized officers of the Bank and will also observe the rules and regulations of the Bank regarding safety and security.

(24) The Bank or its guests are not responsible for payment of any salary or remuneration to the car/ taxi driver provided by the Contractor.

(25) The driver should not ask for any money/ swipe of card from the guest in name of fuel, repair charges, toll etc. In the long journeys, the driver should be provided adequate money/ card by the contractor with adequate balance to cover all such expenses.

(26) **The contractor should have a 24x7 customer care service support with prompt and robust complaint resolution mechanism.** It should provide the adequate contact numbers/ mail IDs to the Bank for booking of vehicles and resolution of complaints with escalation matrix. The contractor shall nominate experienced staff /official(s) for liaison with the Bank on 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.

(27) The contractor shall provide taxi on written or verbal instructions over phone within the time specified therein. The contractor shall also be required to provide taxi at short notice from the Bank (say within an hour in case of emergency). In case the contractor fails to provide taxi on the Bank's request, either verbal over phone or

written, the Bank shall be free to remove the contractor from the panel of transport service providers without prejudice to the Bank's right to forfeit the security deposit and other remedies under the agreement.

(28) Contractor must ensure proper sealing of kilometer. The Bank reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tampering of meter reading shall be viewed seriously, leading to even cancellation/ termination of empanelment and forfeiture of security deposit, besides any other penal action.

(29) The contractor should convey without fail the car details i.e. car make / colour, car registration no., driver's name and his mobile number, reporting time and place, to officials of Car Desk and to the user of the car through telephone and through SMS at least four hours prior to the arrival/departure of the user. It is contractor's duty to ensure that these details reach to the user and car desk of the Bank.

(30) Cushion time after four hours/40 kilometers before charging higher bracket fare shall be two hours/twenty kilometers.

(31) There shall be no-employer- employee relationship between the Bank and the persons engaged for the purpose of this agreement. All the workers or persons deployed by the contractor shall be considered as the employees of the contractor and Reserve Bank of India shall not have any liability what so ever with regard to such workers/employees.

(32) The Contractor shall pay the applicable stamp duty on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the Contractor shall retain the duplicate.

(33) All notices and other communications required to be served on the parties including for violation of the terms of this Agreement shall be considered to be duly served if the same shall have been delivered by hand or posted by registered mail to the office addresses of the parties as mentioned in the agreement.

(34) The Contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by the Contractor. The Bank will not be liable for any loss, damages, etc. suffered/ to be suffered by the Contractor or third party as the case may be. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the Staffs/ driver deployed by the contractor which may arise out of and in the course of their duties and employment for the purpose of this agreement, whether in the bank

premises or otherwise. It is agreed and understood that the Contractor alone shall be liable to pay such damages or compensation to such Staffs and their families.

(35) Any bribe, commission, gift or advantage given/ promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or on their behalf to any employees(s) of the Bank or to any person on his or on their behalf in relation to the obtaining or the executing of this or any other contract with the Bank shall entitle the Bank to rescind all contracts with him along with forfeiture of security deposit in addition to any criminal liability the contractor may incur. The contractor shall not lend to or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee(s) of the Bank.

(36) **Terms of Payment:** 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. The Contractor shall raise the bill on completion of every fortnight along with feedback forms and the payment shall be made within 30 days through electronic mode from the date of submission of complete and correct bill with all supporting documents. No request for making advance payment on any ground shall be entertained. Under no circumstances is the Contractor entitled to claim any charges over and above the charges prescribed in the terms of this contract. Bills shall be settled after deducting tax as per all applicable laws i.e. Income tax, GST etc. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills. Any objection regarding the payment received by the contractor may be brought to the notice of the Bank within 7 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.

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

(38) **Compliance:** The Contractor shall comply with the provision of Contract Labour (Regulation & Abolition) Act, 1970, the Contract Labour (Regulation and Abolition)

Central Rules, 1971, Code on Wages, 2019, Employee State Insurance Act, 1948, Employees Compensation Act 1923, Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Employer's Liability act 1938, Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. Bank reserves the right to call for proof of such compliance whenever deemed necessary and the Contractor shall abide by the same. The Contractor shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep the Bank indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. In case of Contractor's failure to fulfill any of the obligations hereunder and / or under the said Acts/rules/ regulations/ or any bye-laws or rules framed under or any of these, the Bank shall be entitled to recover any of such loses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payment and Security Deposit.

(39) **Indemnification:** The contractor shall be responsible for any injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself/herself or any of his/ her employee/ driver, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this agreement. This clause shall include inter alia, any damage to buildings, vehicles, property, and any damage to roads, streets, footpaths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Bank and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or animals or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

(40) **Sexual Harassment:** The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and

the Contractor shall ensure appropriate action under the said Act with respect to the complaint". Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees/ driver of the contractor, for instance any monetary relief to the Bank's employee, if sexual harassment by the employee of the contractor is proved by the Committee. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

(41) **Disputes Resolution:** All disputes arising out of the Agreement shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the sole Arbitrator mutually agreed by the parties. In case the parties do not agree upon the sole arbitrator, each party shall appoint one arbitrator, and the two appointed arbitrators, shall appoint the third arbitrator who shall act as the presiding arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings and the arbitration shall be held at Mumbai. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Mumbai only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

(42) **Penalty Clause –**

(a) It shall be the sole responsibility of the contractor to provide road worthy cars /vehicles as and when requisitioned by the Bank during night/early morning as desired/requisitioned by the Bank. For deficiency in services and serious inconvenience caused to the Bank or its officials or to those for whom the Bank directs to provide services (including violating any terms and conditions governing contract as mentioned in tender document), penalty not exceeding four times the estimated bill for the relevant instance will be imposed. Any delay will attract penalty as deemed fit by the Bank. The decision of the Bank in this regard will be final and binding on the contractor. However, the Bank will impose any penalty after giving due notice. If repeated lapses in the services are found, then the bank reserves the right to terminate the agreement by giving one calendar months' notice in writing.

(b) In the event the agreement is terminated by the Bank before the completion of the period of contract, the Contractor shall be liable to be debarred/disqualified for five years from participating in any tender or executing any work in the Bank. However, before debarring the Contractor, the Bank shall give a seven days show cause notice and consider the reply if any given by the Contractor. The decision of the Bank in this regard shall be final.

(c) The contractor will also have to make immediate alternate arrangements in case of breakdown of vehicle(s). In case of failure, the contractor will be responsible to compensate all expenses incurred by the Bank in this regard. Such compensation may be in addition to any penalty imposed under Para (a) above. Penalty and compensation, if any, will be deducted from any pending bill of the contractor or security deposit.

(d) Under any circumstances, Sub-contracting of vehicles is not permitted. If this condition is violated then the Bank reserves the right to recover penalty not exceeding four times of the estimated bill for the relevant instance, from the periodic payment/ Security deposit. If repeated instances of sub-contracting are found, then the Bank reserves the right to terminate the agreement by giving one calendar months' notice in writing.

(e) The Contractor shall provide the particular model or make of the vehicle as agreed upon in the contract or as demanded by the Bank. If vehicle's model is not as per the request and Bank's permission is not taken before changing the vehicle's model, then the Bank reserves the right to recover penalty not exceeding four times of the estimated bill for the relevant instance, from the periodic payment/ Security deposit. If repeated instances of changing the model of the vehicles without the Bank's permission are found, then the Bank reserves the right to terminate the agreement by giving one calendar months' notice in writing.

(f) If for any reason whatsoever, the Bank is not happy with the condition of the vehicle provided, the Contractor's office will be informed immediately, and they should accept the Bank's demand to replace it without delay. If for any reason, the Contractor is not in a position to provide a suitable substitute vehicle as demanded by the Bank then the 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 Contractor.

(g) If any vehicle is not provided with the amenities such as newspaper, water bottles, tissue papers, umbrella, first-aid box, fire-extinguisher or universal mobile charger then the Bank may deny the payment for the bill for the relevant instance. If repeated lapses in this regard are found, then the Bank reserves the right to terminate the agreement by giving one calendar months' notice in writing.

(43) **Non-disclosure:** The Contractor or its employee shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor or its employee during the course of discharging 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 works in any trade or technical paper or elsewhere without the previous written consent of the Bank. 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. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

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

(45) **TERMINATION OF AGREEMENT:** - Without prejudice to what is contained herein above, the Bank 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 and at the risk and cost of the Contractor, if

- i) In the opinion of the Bank (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuse to perform this agreement to the Bank'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) In the event of exigencies arising due to the death or infirmity of the Contractor or for any other reason or circumstances, liabilities/performance obligation thereof of the contract shall be borne by the following on such terms and conditions, as the Bank may think proper, namely:
 - (i) Legal Heirs/Representative in case of sole proprietor.
 - (ii) The next Directors / Partners in the case of company or firm as the case may be.

However, in such an eventuality purely as a stop-gap arrangement, it will be the prerogative/ right of the Bank to continue the contract for the remaining period or till new agreement is executed, whichever is earlier.

- v) For any reason whatsoever, the Contractor becomes disentitled in law to perform his/her/its obligations under this agreement and/or
 - vi) There is any variation in the ownership/ partnership or management of the Contractor or his business without the prior approval in writing of the Bank to such variation.
 - vii) 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 the Bank by way of compensation, damages or otherwise
- (46) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF the parties have caused their common seal to be affixed to these presents and a duplicate hereof, the day and year first hereinabove written.

If the Contractor is a partnership or individual proprietorship	IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.
If the Contractor is a company	IN WITNESS WHEREOF the Bank set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed in its behalf, the day and year first hereinabove written.

For and on behalf of the Bank

For and on behalf of contractor

Sign : _____

Sign

Name :

Name :

Title :

Title

In the presence of –

Witnesses –

1. _____

Address:

2. _____

Address:

Place:

(Signature of tenderer)

Date:

(Seal of tenderer)

Section IV

Scope of work and Terms & Conditions governing Contract

1. Providing air-conditioned chauffeur-driven road worthy vehicles, as and when requisitioned (which may be either oral or email/ written instructions) by the Bank / by officials authorized by the Bank. The tenderers are also required to provide car at short notice from the Bank (say within an hour in case of emergency).
2. The contractor 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 contractor/tendering firm/company shall ensure that during the tenure of the agreement, vehicles provided are registered and comply with the Motor Vehicle Act as amended from time to time. The agencies should be registered under Shops & Establishment Act and have necessary certificate to run tour & travel services. All the cars deployed by the contractor for duty with the Bank's guests/officials should be of commercial nature i.e., they must be registered with the RTO as a commercial vehicle.
3. The rates quoted should be in Indian Rupees and inclusive of all applicable taxes (Except Goods and Services Tax), local levies, duties, charges etc. imposed by Central/State Government and local bodies. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. **The rates should be exclusive of GST.**
4. If the contractor is able to provide any make or model of taxi, other than those mentioned in the tender document, these may be included along with the charges under relevant category.
5. In case the contractor is not able to provide the category of car for which booking has been made by the Bank, he may provide higher category of vehicle after intimating the Bank. However, payment will be made for the category of vehicle booked by the Bank.
6. The Tenderer should have its office and garage space in Mumbai. Please note that no parking arrangement will be made by the Bank for the vehicles deployed for the Bank's duty.
7. The final empanelment will be done after the car hiring/rent-a-car agencies convey in writing that the rates fixed by the Bank and the terms and conditions

as enlisted in tender document, are fully acceptable to them and that the guidelines/ instructions will be meticulously followed by them.

8. The Car Hiring Agency/Company shall be responsible for payment of GST (for non-corporate agencies, the bank will pay GST) and any other tax/ charges levied by Central/ State Government or any other competent authority on the services being provided by the Car Hiring Agency/Company. The tenderer should have a valid and active GSTIN and the same should be included in the invoice raised. The statutory liability on account of expiry of GSTIN shall be the sole responsibility of the vendor.
9. The vehicles should be provided with (i) one English or Hindi daily and one financial newspaper. (ii) Two bottles of branded mineral water of 500 ml each (Bisleri, Kinley, Aquafina, Bailey, Catch, Himalaya or equivalent), (iii) good quality face tissue papers in case/pouch, (iv) umbrella and first-aid box, (v) fire-extinguisher and universal mobile charger. No extra charges will be paid for these amenities.
10. For the purpose of proper identification of the driver deployed for the work, the Tenderer shall issue identity cards bearing their photographs / identification etc. and such drivers shall display their identity cards at the time of duty.
11. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the Agency/ Contractor. The Bank shall have no liability whatsoever. No payment for the day is admissible if the vehicle meets with an accident.
12. The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of applicable value within one month of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions of the agreement shall apply. All the expenses including stamp duty towards execution of the agreement shall be borne and paid by the contractor.
13. The Bank reserves the right to extend the contract for further period (maximum two years, one year at a time) on terms mutually agreed upon. The rates may be reviewed at the time of renewal of the contract in view of major changes that

may occur in labor laws or Government decision affecting fuel pricing, inflation etc. The Contract may be terminated by either of the parties by giving one months' notice in writing of such termination to the other party. The Contractor shall however continue to discharge the contractual obligation during the notice period unless dispensed by the Bank. If the Contractor fails to carry out any of his obligations/duties during notice period, then the Bank reserves the right to forfeit its security deposit.

14. The successful tenderer shall ensure full compliance with tax laws in India with regard to this contract and shall be solely responsible for the same. The successful tenderer shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Bank fully indemnified against any liability of tax, interest, penalty etc. of the successful tenderer in respect thereof, which may arise.
15. If any of the tenderer(s) who have provided similar services in other Offices of the Bank in the past and whose services were either discontinued for non-performance or whose services were not found satisfactory and the same has been communicated to them in writing, the Bank has the right to reject the bid of that tenderer(s) without assigning any reasons or without seeking further clarifications and their price bid shall not be opened.
16. Punctuality and quality of service will be the essence of the agreement. Therefore, the renewal of the agreement will be subject to punctuality and satisfactory performance by the contractor. The tenderer or its agents/employees/drivers committing any breach of terms and conditions mentioned herein and/or rendering unsatisfactory services, in the opinion of the Bank shall render itself liable for summary termination of the agreement forthwith without any notice or any compensation in lieu thereof.
17. A feedback form (as per [Annex D](#)) should be provided to each guest/ user of the service before the commencement of the journey. The signature of the user should be obtained on this feedback form and it should be submitted to the Bank along with duty slip for payment. In case the user is not willing to provide feedback, then user may be requested by the driver to tick 'no' in the first line of the form (I am willing/ not willing to provide the feedback for the journey) and

sign the form. The invoices sent for payment without the feedback form/ without user's signatures on the feedback form may be denied payment by the Bank.

18. Though adequate care has been taken while preparing the tender 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 days from the date of Notice inviting Tender, it shall be considered that this document is complete in all respects. The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures. 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 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.
19. The Bank reserves the right to extend the period of tender availability and / or change the date of opening of the technical and price bids.
20. The Bank does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
21. Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Bank shall have the option of terminating the Contract without incurring any liability for such termination.
22. The terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Tenderer to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Tenderer, 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.

I/We hereby declare that I/we have read the Scope of Work and Terms & Conditions explicitly mentioned above and accept the same to execute the contract, if awarded.

Signature of Tenderer:

Seal/Stamp:

Date:

Place:

Section V
Evaluation Criteria

A. Technical Bid Evaluation

The tenderers shall furnish information required for Technical Evaluation as per part II, section I of the tender document. The information so given will be evaluated as per the following marks criteria (**Maximum Marks - 100**):

S. No	Particulars	Range	Marks
1	Size of fleet of well-maintained cars (models specified in eligibility criteria)	More than 100	20
		51 to 100	15
		20 to 50	10
2	Experience in the field of providing vehicles on hire	More than 15 years	20
		More than 10 and upto 15 years	15
		5 to 10 years	10
3	Average age of fleet of minimum 20 vehicles notified for tender	Less than a year	20
		1 to 2 years	15
		2 to 3 years	10
4	Average turnover of last 3 financial years	More than Rs.2 crore	20
		Rs.1.5 to 2 crore	15
		Rs.1 crore to 1.5 crore	10
5	Number of current corporate clients	More than 8	20
		6 to 7	15
		3 to 5	10
	Total marks	(A)	

Minimum Cut off marks are 50.

B. Financial Bid Evaluation

2.1 The lowest rate quoted under each category of vehicles by tenderers who qualify the Technical Evaluation process shall be applicable for all other Technical Evaluation

successful tenderers. Only such tenderers among above shall be considered for empanelment who agree in writing to work at the lowest rates offered for each category of vehicle.

2.2 The hire rate table prepared by the Bank, on the basis of lowest rates for each category of vehicle as quoted by successful tenderers of Technical Evaluation, shall be shared with them for acceptance, in writing.

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

Annex A

Work Experience

List of similar works executed by the tenderer during the last 5 years

Sr. No.	Details of services provided	Name & address of the organization	Name & address of Employee/ Officer under whose supervision services were provided	Amount (for entire annual contract)	Whether services were provided for the originally contracted length of time or not	No. of years dealing with the organization
1						
2						
3						
4						
5						
6						
7						
8*						

*add more rows if required.

Signature of the applicant/authorized signatory

Annex B

Format of Bank Report

Confidential

**Empanelment of car hire service providers by Reserve Bank of India, Mumbai-
Confidential Report on the means and standing of the company/firm/concern to
be furnished by the bank**

1. Name of the Firm/Agency/Company
2. Account Type and Number
3. Names of Proprietor/Partners/directors
4. Turnover of the firm for last 3 years
5. Credit facility/OD facility availed of by the firm
6. Nature of dealings of the firm and opinion thereon
7. The Period from which the firm/agency/company has been banking with your bank
8. Opinion on whether the party is considered financially sound to be entrusted with the contract for works estimated to cost Rs. 50 lakhs
9. Any other relevant information/ remarks.

Signature of Branch Manager/ Authorized signatory with seal

Name of the bank with branch address:

Annex C

Format of Client Report

Confidential

Rate Contract with Car Hire Agencies/ Companies by Reserve Bank of India, Mumbai

1. Name/s & Address of the client
2. Details of value of works executed
3. Agreement date and amount
4. Date of commencement and expiry of contract
5. Quality of vehicles provided by the firm:
6. Quality of driver/s provided by the firm
7. Integrity and reliability of the of the firm/Agency
8. Details of disputes with the firm/ agency, if any
9. Whether any penalty imposed with reasons (provide details)
10. Rating of car services rendered: Outstanding/ Very good/ Good/ Satisfactory/ Poor (please tick any one).
11. Any other information/ feedback which you consider will help us in making our decision

Signature of authorized signatory & stamp:

Designation of signing authority:

Name of the organization:

Annex D

USER FEEDBACK FORM

(To be provided to the user before commencement of the journey)

I am willing to provide the feedback for the journey - (Yes / No)

Name of Agency:

Car No:

Car Type:

Driver Name:

Driver Contact Numbers:

Period of Booking – From _____ To _____

1. Did the driver receive the guest with a placard (if applicable) (Yes/No)
2. Was the driver on time? (Yes/ No)
3. Was starting meter reading shown by the driver? (Yes/ No)
4. Was the driver neatly dressed/ well-behaved/ experienced? (Yes/ No)
5. Was the car model as per specified in the booking mail intimation? (Yes/ No)
6. Was the car in good & clean condition (inside/outside)? (Yes/ No)
7. Tissue Paper, Water bottles, Umbrella, Newspaper provided? (Yes/ No)
8. Was the driver using his mobile while driving? (Yes/ No)
9. Will you prefer to use the same agency again? (Yes/ No)
10. Any other suggestion/ complaint/ observation, please provide details -

Signature:

Name of the guest:

Designation of the guest:

Centre of posting of the guest:

(To be handed over to the driver on release of vehicle for submitting with the invoice to the Bank)

ANNEX E

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Regional Director

Dear Sir,

Name of Work:

.....
.....
.....
.....

Ref.: NIT/Advt.No. date

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the „RBI“) has invited tenders for the captioned work (hereinafter called “the said tender”) on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. (Rupees _____ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) _____, (hereinafter called as “the Tenderer/ Bidder”), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. (Rupees only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We _____(Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only). 2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid. 3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only). b) Our liability under these presents shall not exceed the sum of Rs. (Rupees only). c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents. d) This guarantee shall remain in force upto (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the

same terms and conditions as contained herein. e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of _____ Bank.

Authorised Official (with seal)

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

ANNEX F

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)

To:

The Regional Director for Maharashtra & Goa
Reserve Bank of India
Protocol and Security Establishment
Mumbai Regional Office, 1st Floor, Main Building
S B Singh Road, Fort, Mumbai – 400001

Place:
Date:

Dear Sir,

Bank Guarantee for performance security deposit – RATE CONTRACT WITH CAR HIRING AGENCIES/COMPANIES BY RESERVE BANK OF INDIA, MUMBAI

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Fort, Mumbai, (hereinafter called “the RBI”) has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called “the Bank”), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs. _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We ----- (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor, we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. (Rupees----- only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the

Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs..... (Rupees----- only).

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

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, mail, 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.

We hereby further agree that –

a) Any forbearance, act or omission on the part of the RBI in enforcing any the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs..... (Rupees only).

b) Our liability under these presents shall not exceed the sum of Rs..... (Rupees only)

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to ----- (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed

for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

f) 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

g) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

Part II
Section I
(Technical Bid)

To,
The Regional Director for Maharashtra and Goa
Reserve Bank of India
Human Resource Management Department
Main Building, First Floor
Shahid Bhagat Singh Marg
Fort, Mumbai - 400 001

Dear Sir,

Application for Rate contract with car hiring agencies / taxi operators / companies for providing vehicles to Reserve Bank of India, Mumbai.

Basic Information (attach a separate sheet wherever required)

1.	(a) Name of the tenderer (b) Address of Registered Office, with mobile number and email ID. (c) Address for correspondence, with mobile number and email ID. (d) Name of authorised officials with mobile numbers and email IDs.	
2.	(a) Type/ form of organisation: (proprietorship firm/ partnership firm/ private limited/ limited company) (b) Date of establishment/ incorporation (c) Registering authority (d) Registration no. and date	

	(enclose relevant supporting documents for a to d above)	
3.	Name/s of proprietor/ partners/ directors of firm/ agency with designations and contact details	
4.	Annual turnover for the last 3 accounting years (attach documentary proof) (a) Year 2017-18 (b) Year 2018-19 (c) Year 2019-20	(a) ₹ (b) ₹ (c) ₹
5	Income tax return details for last 3 years. (Attach documentary proof).	
6	Details of Work Experience. (attach documentary proof)	
7	Name and address of the bankers. (Enclose a confidential report on financial standing in a sealed cover from the bankers as per format - Annex B).	
8.	PAN No. and GST number (enclose copies).	
9	Details of DIN / TIN etc. (attach proof).	
10.	Registration No. under Shops & Establishment Act and license/ certificate to run tour and travels/ car-hiring agency	

11.	Indicate if involved in any litigation or any court cases pending relating to the service provided. (attach a separate sheet if required)	
12.	(a) Total number of vehicles owned (Attach minimum 20 vehicle's RC copy as per requirement) (b) List of cars/ vehicles owned with model, make, year of registration, registration numbers, permit Number/s supported by documentary evidence. (attach separate sheets if required)	
13.	Bank Account details (IFS code, account number, account type etc.) for refund of EMD. Please enclose copy of cancelled cheque.	
14.	Full details of NEFT (for EMD deposited)	
15.	List of existing clients along with client report (see format at Annex- C)	
16.	Whether Micro and Small Enterprise? If yes, indicate the date of registration (attach documentary proof).	

The Bank may call for documentary evidence for and / or verify the information furnished.

DECLARATION

1. The above information is true to the best of my knowledge and belief. If any information is found untrue or false, I/we may be debarred from the tender process / award of the contract.
2. I/We agree to abide by all the terms and conditions stipulated by the Bank as mentioned in the [Annexure A](#)
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 me/ us.
4. I/We understand that the Bank reserves the right to accept or reject any or all the tender/s either in full or in part, without assigning any reason therefor.
5. I/We understand that after empanelment, I/We would be under the obligation to supply cars/taxis to the Reserve Bank of India, Mumbai at the lowest quote given in the price bid by the co-tenderers, under each category.

Signature:

Name and seal of the applicant:

Date:

Place:

Part II (Section II)**Price Bid only**

Tender/application for Rate contract with car hiring agencies / taxi operators / companies for providing vehicles to Reserve Bank of India, Mumbai

Name of the tenderer/firm: - _____

Address:

For providing cars/utility vehicles of different variants for local and outstation tours. Rate variant-wise as per different usage given below should be comprehensive furnishing the details of the different types of vehicles available with the tenderer and various types of services. The rates should be exclusive of GST.

(Do not quote rates here. Rates to be quoted on MSTC portal only)

S.No.	Item Description	Unit	Qty	Rate
1	Dzire/Etios/Amaze/Xcent/Sunny car for local duty 4hrs/40kms #	Each	1	
2	Dzire/Etios/Amaze/Xcent/Sunny car for local duty 8hrs/80kms #	Each	1	
3	Dzire/Etios/Amaze/Xcent/Sunny car for local duty 250hrs/2000kms (monthly basis)#	Each	1	
4	Dzire/Etios/Amaze/Xcent/Sunny car – Rate for Extra KM	Each	1	
5	Dzire/Etios/Amaze/Xcent/Sunny car – Rate for Extra Hour	Each	1	
6	Dzire/Etios/Amaze/Xcent/Sunny car – Night Halt Charges (outstation duty* only)	Each	1	

7	Dzire/Etios/Amaze/Xcent/Sunny car – Airport /Railway Station Drop/Pick-up	Each	1	
8	Innova/Innova Crysta/Ertiga car for local duty 4hrs/40kms #	Each	1	
9	Innova/Innova Crysta/Ertiga car for local duty 8hrs/80kms #	Each	1	
10	Innova/Innova Crysta/Ertiga car for local duty 250hrs/2000kms (monthly basis)#	Each	1	
11	Innova/Innova Crysta/Ertiga car – Rate for Extra KM	Each	1	
12	Innova/Innova Crysta/Ertiga car – Rate for Extra Hour	Each	1	
13	Innova/Innova Crysta/Ertiga car – Night Halt Charges (outstation duty* only)	Each	1	
14	Innova/Innova Crysta/Ertiga car – Airport /Railway Station Drop/Pick-up	Each	1	
15	Honda City/Ciaz/Verna/Yaris car for local duty 4hrs/40kms #	Each	1	
16	Honda City/Ciaz/Verna/Yaris car for local duty 8hrs/80kms #	Each	1	
17	Honda City/Ciaz/Verna/Yaris car for local duty 250hrs/2000kms (monthly basis)#	Each	1	
18	Honda City/Ciaz/Verna/Yaris car – Rate for Extra KM	Each	1	
19	Honda City/Ciaz/Verna/Yaris car – Rate for Extra Hour	Each	1	

20	Honda City/Ciaz/Verna/Yaris car – Night Halt Charges (outstation duty* only)	Each	1	
21	Honda City/Ciaz/Verna/Yaris car – Airport /Railway Station Drop/Pick-up	Each	1	
22	Corolla Altis/Honda Civic/Hyundai Elantra car for local duty 4hrs/40kms #	Each	1	
23	Corolla Altis/Honda Civic/Hyundai Elantra car for local duty 8hrs/80kms #	Each	1	
24	Corolla Altis/Honda Civic/Hyundai Elantra car for local duty 250hrs/2000kms (monthly basis)#	Each	1	
25	Corolla Altis/Honda Civic/Hyundai Elantra car – Rate for Extra KM	Each	1	
26	Corolla Altis/Honda Civic/Hyundai Elantra car – Rate for Extra Hour	Each	1	
27	Corolla Altis/Honda Civic/Hyundai Elantra car – Night Halt Charges (outstation duty* only)	Each	1	
28	Corolla Altis/Honda Civic/Hyundai Elantra car – Airport /Railway Station Drop/Pick-up	Each	1	
29	AC Mini Bus (15 to 25 seater) for local duty 4hrs/40kms #	Each	1	
30	AC Mini Bus (15 to 25 seater) for local duty 8hrs/80kms #	Each	1	
31	AC Mini Bus (15 to 25 seater) for local duty 250hrs/2000kms (monthly basis)#	Each	1	

32	AC Mini Bus (15 to 25 seater) – Rate for Extra KM	Each	1	
33	AC Mini Bus (15 to 25 seater) – Rate for Extra Hour	Each	1	
34	AC Mini Bus (15 to 25 seater) – Night Halt Charges (outstation duty* only)	Each	1	
35	AC Mini Bus (15 to 25 seater) – Airport /Railway Station Drop/Pick-up	Each	1	
36	AC Mini Bus (35 to 45 seater) for local duty 4hrs/40kms #	Each	1	
37	AC Mini Bus (35 to 45 seater) for local duty 8hrs/80kms #	Each	1	
38	AC Mini Bus (35 to 45 seater) for local duty 250hrs/2000kms (monthly basis)#	Each	1	
39	AC Mini Bus (35 to 45 seater) – Rate for Extra KM	Each	1	
40	AC Mini Bus (35 to 45 seater) – Rate for Extra Hour	Each	1	
41	AC Mini Bus (35 to 45 seater) – Night Halt Charges (outstation duty* only)	Each	1	
42	AC Mini Bus (35 to 45 seater) – Airport /Railway Station Drop/Pick-up	Each	1	

Applicable for local duties for Mumbai City & Suburbs, Thane, Palghar, Pune, Raigad and Nashik.

* Outstation (minimum 250 KMs) will be duties other than duties covering Mumbai City & Suburbs, Thane, Palghar, Pune, Raigad and Nashik.

If the service provider is able to provide any other make or model of taxi, the same may be included along with the charges under each category. In any case, if the service provider provides higher category vehicle on his own, he will be paid according to the rates approved for category of cars for which booking has been made.

1. For airport drop/pick up, railway station drop/pick up, a fixed amount would only be paid. No extra charges would be paid.

2. **Quoted rates should be all inclusive but exclusive of GST** (no extra charges or taxes would be paid unless specified otherwise in this document).

3. The charges for maximum distance that can be claimed in respect of garage to point of pick-up and back to garage from drop point would be restricted to 15 Kms each side (to and fro) and bill will be paid for actual distance or 15 Kms each side (to and fro) whichever is less. This would not be applicable in the case of airport drop/pickup and railway station drop/pick up.

4. The cost of item no. 5 in the broad scope of work (mineral water bottles, face tissue papers, umbrella, first aid box and newspapers in the vehicle) would not be paid extra.

5. **No parking charges would be paid in the case of airport/ railway station 'drop'.**

6. For Airport/Railway pick up duty, the parking charges (from upto 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.

7. The rates quoted by individual vendor under each category of vehicles and for each kind of use will be for analysing the lowest rates among vendors and shall not form the basis for the empanelment. Further, the minimum rates for each category/use quoted by the vendors will be offered to all other eligible vendors for acceptance and consequent empanelment.

8. I/We understand that vehicles will have to be provided to the Bank, at the lowest rates for empanelment only, during the period of Agreement. In case there is any downward revision in the prices, benefit of the same will be passed on to the Bank.

SIGNATURE OF TENDERER

SEAL

DATE:

PLACE:

Common and Technical Terms for Car Desk, RBI Mumbai

Tech Spec: CHECK LIST (Common Terms)

1 Tender Conditions: The Bank may not consider any changes in terms and conditions as laid down in the tender. Component: Agree Only

2 Date of commencement: January 01, 2021 or later as specified in the letter of award of the contract: component: Agree Only

3 EMD: Tenderer has to submit EMD of Rs.2,10,000/- (Rs. Two Lakh Ten Thousand only) through NEFT in the account details as given in SOT. The EMD of successful tenderers will be returned after submission of Bank Guarantee and execution of the Contract. The EMD of unsuccessful tenderer/s shall be refunded within 10 working days of the award of contract: Component: Agree Only

4 Quoted rates shall be inclusive of all taxes (other than GST) unless specified otherwise: component: Agree Only

5 Period of contract: upto 15 months: component: Agree Only

6 Release of Security Amount: On termination of contract and submission of certificate that no bills are pending with the Bank for payment: component: Agree Only

7 Part II (Section II): Upload duly filled format for Price Bid and input in the MSTC website

8 Vendors should ensure to upload all the documents mentioned/listed in Section II in Part I of the tender.

9 The rates quoted by individual vendor under each category of vehicles and for each kind of use will be for analyzing the lowest rates among vendors and shall not form the basis for the empanelment. Further, the minimum rates for each category/use quoted by the vendors will be offered to all other eligible vendors for acceptance and consequent empanelment.

BY BIDDING IN THIS TENDER, TENDERER CONFIRMS THAT HE/SHE HAS READ AND UNDERSTOOD BOTH THE PARTS OF THE TENDER DOCUMENT INCLUDING [ANNEX- A TO ANNEX - D](#) AND AGREES TO THE SAME