



भारतीय रिज़र्व बैंक / Reserve Bank of India
शिलांग / Shillong

NOTICE INVITING TENDER (NIT)

Tender for Empanelment of Car Hiring Agencies / Companies

Reserve Bank of India, Shillong invites sealed tenders/ applications from reputed and experienced Shillong based car hiring agencies/ companies for empanelment by the Bank, i.e. Reserve Bank of India, for providing vehicles for use of its officers and authorized person(s) on need basis. It may be noted that the Bank reserves the right to engage more than one vendor through this tendering process.

Interested Agencies/ Companies may collect the Tender Form / Application consisting of two parts i.e. Technical Bid and Financial Bid having all the detailed terms and conditions from Reserve Bank of India, Human Resource Management Department, Apphira Building, Fruit Garden, Shillong – Jowai Road, Shillong.

The tender form/ application with all the detailed terms and conditions can also be downloaded from 'Tenders section' of the Bank's website www.rbi.org.in. The Tender may be submitted in a sealed envelope superscribed "Tender for Car Hire" till 12.00 noon of May 31, 2019, complete in all respects as per the prescribed format to the below mentioned address:

Reserve Bank of India
Human Resource Management Department
Apphira Building
Fruit Garden, Shillong - Jowai Road
Shillong – 793003

Forms/ Applications received after the said date and time will not be entertained. The Bank reserves the right to accept or reject any or all of the offers without assigning any reason thereof.

The General Manager-in-Charge



**RESERVE BANK OF INDIA
SHILLONG**

**TENDER FOR
EMPANELMENT OF CAR HIRING AGENCIES/ COMPANIES**

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



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भाग 1 / PART I

खंड 1 / Section 1

निविदा आमंत्रण सूचना / NOTICE INVITING TENDER (NIT)

भारतीय रिज़र्व बैंक / Reserve Bank of India

शिलांग / Shillong

भारतीय रिज़र्व बैंक, शिलांग अपने अधिकारियों और अधिकृत व्यक्तियों हेतु आवश्यकता के आधार पर वाहन प्रदान करने वाली शिलांग स्थित प्रतिष्ठित और अनुभवी एजेंसियों/कंपनियों को सूचीबद्ध करने हेतु कार किराये पर देने के लिए एजेंसियों/कंपनियों से निविदाएँ मुहरबंद आवेदन आमंत्रित करता है। यह ध्यान दिया जाए कि बैंक इस निविदा प्रक्रिया के माध्यम से एक से अधिक विक्रेताओं को संलग्न करने का अधिकार रखता है।

Reserve Bank of India, Shillong invites sealed tenders/ applications from reputed and experienced Shillong based car hiring agencies/ companies for empanelment by the Bank, i.e. Reserve Bank of India, for providing vehicles for use of its officers and authorized person(s) on need basis. It may be noted that the Bank reserves the right to engage more than one vendor through this tendering process.

इच्छुक एजेंसियां/कंपनियां भारतीय रिज़र्व बैंक, मानव संसाधन प्रबंध विभाग, 'अफिरा बिल्डिंग', फ्रूट गार्डन, शिलांग-जोवाई रोड, शिलांग – 793003 से निविदा फॉर्म / आवेदन दो भागों में अर्थात् तकनीकी बोली और वित्तीय बोली प्राप्त कर सकते हैं।

Interested Agencies/ Companies may collect the Tender Form / Application consisting of two parts i.e. Technical Bid and Financial Bid having all the detailed terms and conditions from Reserve Bank of India, Human Resource Management Department, Apphira Building, Fruit Garden, Shillong – Jowai Road, Shillong.

सभी विस्तृत नियम और शर्तों सहित निविदा फॉर्म/आवेदन बैंक की वेबसाइट www.rbi.org.in “निविदा पेज” से भी डाउनलोड किया जा सकता है। निर्धारित फॉर्मेट के अनुसार हर तरह से पूर्ण निविदा को एक सीलबंद लिफाफे में रखकर जिसके ऊपर "कार किराया के लिए निविदा" लिखा हो, उसे 31 मई 2019 को दोपहर 12.00 बजे तक या उससे पहले नीचे उल्लिखित पते पर प्रस्तुत किया जा सकता है:

मानव संसाधन प्रबंध विभाग

भारतीय रिज़र्व बैंक

अफिरा बिल्डिंग

फ्रूट गार्डन, शिलांग-जोवाई रोड

शिलांग – 793003

The tender form/ application with all the detailed terms and conditions can also be downloaded from 'Tenders section' of the Bank's website www.rbi.org.in. The Tender may be submitted in a sealed envelope superscribed “**Tender for Car Hire**” till 12.00 noon of May 31, 2019, complete in all respects as per the prescribed format to the below mentioned address:

Human Resource Management Department

Reserve Bank of India

Apphira Building

Fruit Garden, Shillong - Jowai Road

Shillong – 793003

उक्त दिनांक और समय के बाद प्राप्त फॉर्म स्वीकार नहीं किए जाएंगे। कोई भी कारण बताए बिना किसी भी या सभी प्रस्तावों को स्वीकार या अस्वीकार करने का अधिकार बैंक के पास सुरक्षित होगा।

Forms received after the said date and time will not be entertained. The Bank reserves the right to accept or reject any or all of the offers without assigning any reason thereof.

दिनांक: 30 अप्रैल 2019
Date: April 30, 2019

महाप्रबंधक (प्रभारी अधिकारी)
General Manager-in-Charge

डिसक्लेमर(दावा-अस्वीकरण) / DISCLAIMER

भारतीय रिज़र्व बैंक, शिलांग (बैंक) ने इस निविदा दस्तावेज को तैयार किया है। इसमें भारतीय रिज़र्व बैंक, शिलांग को आवश्यकतानुसार वाहन उपलब्ध कराने के लिए किराए पर कार देने वाली एजेंसियों / कंपनियों को सूचीबद्ध करने के लिए संभावित बोलीदाताओं को बोली लगाने की जानकारी दी गई है। यह निविदा, इस निविदा में निर्धारित की गई नियमों और शर्तों और ऐसी जानकारी से संबंधित किसी अन्य नियमों और शर्तों के अनुसार जारी की गई है। यद्यपि यह दस्तावेज सद्भावनापूर्वक तैयार किया गया है, तथापि न तो बैंक और न ही उसके कर्मचारी या सलाहकार किसी भी वक्तव्यों या इसमें चूक, या सूचना की सटीकता, सम्पूर्णता या विश्वसनीयता के संबंध में कोई अभ्यावेदन या वारंटी व्यक्त अथवा अंतर्निहित नहीं देते हैं या कोई भी जिम्मेदारी या देयता स्वीकार नहीं करते हैं और इस दस्तावेज की सटीकता, विश्वसनीयता या सम्पूर्णता के संबंध में किसी भी कानून, संविधि, नियमों या विनियमों के तहत कोई दायित्व नहीं होगा, भले ही कोई नुकसान या क्षति उनकी तरफ से किसी कार्य या चूक के कारण हुई हो।

The Reserve Bank of India, Shillong (the Bank) has prepared this tender document. The information is provided to prospective bidders to bid for Empanelment of Car Hiring Agencies/ Companies for providing vehicles to the Reserve Bank of India, Shillong as and when required. This tender has been issued, as per the terms and conditions set out in this tender and any other terms and conditions related to such information. 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.

यह निविदा न तो कोई करार है, न ही किसी भी पक्ष को किसी भी तरह का काम करने के लिए निमंत्रण है।

This tender is neither an agreement, nor invitation to perform work of any kind to any party.

इस निविदा का उद्देश्य सभी इच्छुक पार्टियों को उनकी बोली प्रस्तुत करने के लिए बैंक की आवश्यकताओं की जानकारी प्रदान करना है। यद्यपि बैंक ने इसमें निहित जानकारी को तैयार करने में पूरी सावधानी बरती है, तथापि बैंक यह दावा नहीं करती है कि जानकारी परिपूर्ण है। इस निविदा के उत्तरदाताओं के लिए अपने स्तर पर पूछताछ करना अपेक्षित है और उन्हें केवल निविदा में दी गई जानकारी पर पूरी तरह निर्भर नहीं होना चाहिए। उत्तरदाताओं द्वारा समुचित छानबीन नहीं किए जाने पर बैंक जिम्मेदार नहीं है।

The purpose of this tender is to provide the requirements of the Bank to all interested parties for submitting their bid. While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in the tender. The Bank is not responsible if no due diligence is carried out by the Respondents.

बैंक के पास यह अधिकार होगा कि इस निविदा में आगे कोई कार्रवाई न करे, इस दस्तावेज में परिलक्षित समय-सीमा में परिवर्तन कर सके या लागू होने वाली प्रक्रिया या कार्यविधि में कोई परिवर्तन कर सके। यह किसी उत्तरदाता के साथ निविदा पर आगे कोई चर्चा करने से इंकार करने का अधिकार भी सुरक्षित रखता है।

The Bank reserves the right not to proceed with this tender, 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 tender further with any respondent.

व्यक्तियों या संस्थाओं को अपनी बोली प्रस्तुत करने के लिए किसी भी प्रकार की या किसी भी खाते में लागत की प्रतिपूर्ति नहीं की जाएगी।

No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their bid.

* * * * *

PART I

Section 2

INSTRUCTIONS TO BIDDERS (ITB)

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INSTRUCTION TO BIDDERS (ITB)

A. GENERAL

1. Scope of Tender

1.1 The Bank invites tenders from eligible tenderers to participate in the process of empanelment of Car Hiring Agencies. The empanelment is for a period of three years, i.e. July 01, 2019 – June 30, 2022. The detailed conditions of contract are outlined in Section 5.A and 5.B (pp. 11-17). The estimated value of the contract is ₹ 8.00 lakh per annum.

2. Prohibited Practices

2.1 The Bank requires that tenderers, suppliers, contractors, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:
 - (i) “corrupt practice” which means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of other party;
 - (ii) “fraudulent practice” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
 - (iv) “collusive practice” which means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of other party;
- (b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;
- (c) may declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract.

2.2 Furthermore, tenderers shall be aware of the provisions stated in Section 5.A and 5.B (General and Specific Conditions of Contract, pp. 11-17).

3. Eligibility Criteria

- 3.1 The tenderer shall be highly reputed and capable car hiring agency/ company. The make/ model of cars to be provided to the Bank and the format in which the rates are required to be quoted are to be provided in the Financial Bid format (Form 2, p. 24).
- 3.2 The tenderer shall have its office and set-up in Shillong for effective co-ordination in booking of vehicles and timely availability of vehicles even at very short notice.
- 3.3 The tenderer shall have minimum experience of one (1) year in the field of providing transport service and annual turnover of the last one year should not be less than ₹10 lakhs. However, it is desirable that the company had an average annual turnover of not less than ₹10 lakhs during the last three years.
- 3.4 It is desirable that the tenderer is providing/ has provided cars on contractual hire to at least one government/ semi-government organization or public sector bank/ undertaking/ MNC during last one year.
- 3.5 The tenderer must own a minimum fleet of 10 cars comprising Hatchbacks, Subcompact Sedans, Sedans and SUV/ MPVs. The vehicles attached on contractual basis to the tenderer shall also be

considered in above provided the number of such vehicles i.e. attached on contract does not exceed 50 per cent i.e. five (5). The list of such vehicles is to be furnished as per [Annex III](#) of Form I, Section 6.

3.6 The tenderer must have all applicable tax registrations viz. PAN, TIN, GSTIN etc.

4. Timeline

4.1 Timeline for various events are provided below:

SN	Event	Date
1	Publication of Notice Inviting Tenders (NIT)	30.04.2019 (Tuesday)
2	Last date for accepting completed tenders	31.05.2019 (12 noon) (Friday)
3	Opening of Technical Bids	31.05.2019 (03.00 p.m.) (Friday)
4	Opening of Financial Bids	Will be intimated to eligible agencies

B. CONTENTS OF TENDER DOCUMENT

5. Sections of Tender Document

5.1 The Tender Document consist of Parts I and II which includes all the Sections indicated below and should be read in conjunction with any Appendices/ Annexures issued in accordance with Section 2 (Instructions to Bidders).

Part I – Tendering Procedures

Section 1: Notice Inviting Tender (NIT)

Section 2: Instruction to Bidders (ITB)

Section 3: Tender Data Sheet (TDS)

Section 4: Evaluation/ Selection Criteria

Part II – Conditions of Contract and Contract Forms

Section 5: General and Specific Conditions of Contract

Section 6: Standard Formats

6. Amendment of Tender Document

6.1 At any time prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments / corrigendum on RBI website (www.rbi.org.in).

6.2 Any amendments / corrigendum issued shall be a part of this document.

6.3 To give prospective tenderers reasonable time in which to take any / all amendments / corrigendum into account in preparing their Tenders, the Bank may, at its discretion, extend the deadline for the submission of Tenders.

C. PREPARATION OF TENDERS

7. Cost of Tendering

7.1 The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

8. Documents comprising the Tender

8.1 The Tender shall comprise the following:

- Notice inviting Tender
- Technical bid details
- Financial bid details

9. Letter of Tender

9.1 The tenderer shall submit the Tender to General Manager & Officer-in-Charge, Reserve Bank of India, Human Resource Management Department, Apphira Building, Fruit Garden, Shillong – Jowai Road, Shillong - 793003 latest by 12.00 noon of May 31, 2019.

10. Documents establishing the qualifications of the Tenderer

10.1 To establish its qualifications to perform the Contract in accordance with para 3 of Section 2 (p. 4), the tenderer shall provide the information in the format prescribed in Section 6 (Standard Formats, pp. 18-28).

11. Period of validity of Tenders

11.1 The Tender validity period shall be 90 days from the last date of the submission of tender.

11.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.

D. Submission and Opening of Tenders

12. Submission, Sealing and Marking of Tenders

12.1 Tenderers submitting Tenders shall follow the specified submission procedures.

12.2 The tenderers may submit their Financial Bid (competitive rates) in prescribed format along with copies of necessary documents as indicated in the “Technical Bid”.

12.3 If desired/ prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.

13. Deadline for Submission of Tenders

13.1 Complete tenders (with required documents) must be submitted not later than the date and time indicated in this document.

13.2 The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.

14. Late Tenders

14.1 No Tender after the deadline shall be entertained.

15. Tender Opening

15.1 The Technical Bid will be opened on May 31, 2019 at 3:00 pm in the presence of tenderers. The Financial Bid of such of those tenderers, which are found eligible after scrutiny of the Technical Bid of the tenders only will be opened on a subsequent working day which will be intimated to all the eligible tenderers. The authorized representatives of the tenderers may choose to be present during the opening of the tenders.

E. EXAMINATION OF TENDERS

16. Confidentiality

16.1 Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all tenderers.

17. Clarification of Tenders

17.1 To assist in the examination, evaluation, comparison of the Tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders.

17.2 If a tenderer does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, the Bank has the right to reject the Tender without providing any reason thereof.

F. TENDER EVALUATION AND COMPARISON

18. Evaluation of Tenders

18.1 The tenderers who will comply with the maximum criterias stipulated in part I (Technical bid) will qualify for the financial bid and the lowest rate quoted under each category of vehicles by the tenderers who qualify the Technical Evaluation process shall be applicable for all other Technical Evaluation of successful tenderers. Only such tenderers among above shall be considered for empanelment who agree in writing to work at the lowest rates mentioned above for each category of vehicle. The tenderer who bids the lowest in the most number of categories will be selected. However, the Bank reserves the right to choose more than one vendor and to distribute the ratio of the total quantum of work to be allotted to each vendor and the lowest.

19. Qualification of the Tenderer

19.1 The Bank shall determine its satisfaction whether the selected tenderer meets the qualifying criteria in accordance with para 3 of Section 2 (p. 10).

20. Bank's Right to accept any Tender and to reject any or all Tenders

20.1 The Bank reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further, any conditional bids shall be rejected out rightly.

G. AWARD OF CONTRACT

21. Notification of Award

21.1 The lowest rate quoted under each category of vehicles by tenderers who qualify in Technical Evaluation shall be applicable for other tenderers (who qualify in Technical Evaluation). Only such tenderers among above shall be considered for empanelment who agree in writing to work at the lowest rates quoted under each category of vehicles.

21.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

22. Signing of Contract

22.1 The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of value not less than ₹100/- within fifteen (15) days of written confirmation of acceptance of lowest rates. *However, the issue of intimation of inclusion in the panel by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.* The empanelment and rates will be valid for a period of three years (July 01, 2019 to June 30, 2022), subject to annual review by the Bank based on the performance of the contractor/s. The stamp duty shall be borne and paid by the contractor.

23. Award Criteria

23.1 The Bank shall empanel the tenderers as per Section 4 (Evaluation Criteria, p. 10).

PART I
Section 3

TENDER DATA SHEET (TDS)

A. Introduction	
1. Scope of Tender	Tender inviting Office : Reserve Bank of India, Shillong Office, Apphira Building, Fruit Garden, Shillong – Jowai Road, Shillong – 793003 Name of Tender : Empanelment of Car Hiring Agencies/Companies Eligible Tenderers : The tenderer shall meet the eligibility criteria outlined in para 3 of Section 2 (p. 4).
B. Tender Document	
2. 2.1 Clarification of Tender Document	For clarification purposes only, the Bank's address is: <i>Human Resource Management Department Reserve Bank of India Shillong Office Apphira Building, Fruit Garden, Shillong –Jowai Road, Shillong – 793003</i> Contact Official: <i>Paaboi Gangte General Manager Souvik Nag Assistant General Manager Pranjal Sarma Assistant Manager Reserve Bank of India Shillong Office, Apphira Building, Fruit Garden, Shillong –Jowai Road, Shillong – 793003</i> E-mail id: gmoicshillong@rbi.org.in Contact Numbers: Landline: 03642501841
C. Preparation of Tenders	
3. Documents Comprising the Tender	The Tender shall comprise the following: (a) Notice Inviting Tender (NIT), Instructions to Bidders (ITB), Evaluation Criteria & General and Specific Terms and Conditions of the Contract. (b) Various formats for Technical and Financial Evaluation as per Section 6 (Standard Formats, pp. 18-25).
4. Period of Validity of Tenders	The Tender validity period shall be 90 days from the last date of the submission of tender.
D. Submission and Opening of Tenders	
5. Submission of Tenders	The tender, complete in all respect, shall be submitted as provided in the NIT. The tenderers may submit their competitive rates along with necessary documents.
6. Deadline for Submission of Tenders	The tenders, complete in all respect shall be submitted as per the following deadline: <i>Last Date and Time of submission: 12:00 noon. of May 31, 2019</i>
7. Tender Opening	The Tender opening for Technical Bid shall take place at 3.00 p.m. on May 31, 2019 at Reserve Bank of India, Shillong.

PART I
Section 4

EVALUATION/ SELECTION CRITERIA

I. Technical Bid Evaluation	
1	1.1 The tenderers shall furnish information for Technical Evaluation as per Form 1 of Standard Format (Section 6, pp. 18-28).
II. Financial Bid Evaluation	
2	<p>2.1 The lowest rate quoted under each category of vehicles by the tenderers who qualify the Technical Evaluation process shall be applicable for all other Technical Evaluation of successful tenderers. Only such tenderers among above shall be considered for empanelment who agree in writing to work at the lowest rates mentioned above for each category of vehicle.</p> <p>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.</p> <p>2.3 No terms and conditions should be indicated for the Financial Bid otherwise the same will be treated as invalid.</p>

PART II

Section 5

CONDITIONS OF CONTRACT & CONTRACT FORMS

A. GENERAL CONDITIONS OF CONTRACT (GCC)

A. General Conditions of Contract		
1	1.1	The tenderer shall obtain the Tender Document from the source stated by the Bank in the Invitation for Tenders; otherwise the Bank is not responsible for the completeness of the Tender Document.
2	2.1	Conditional tender shall not be entertained.
	2.2	In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender.
3	3.1	The tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document.
	3.2	Failure to furnish all / any information or documentation required by the Tender Document may result in the rejection of the Tender.
4	4.1	The price quoted shall only be in Indian rupees and inclusive of all taxes.
B. Situations leading to disqualification / rejection of tenders		
5	5.1	Any canvassing by or on behalf of the Tenderer or to bring political or other outside influence with regard to their selection shall lead to disqualification from the process. Such Tenderer/s shall be blacklisted for next three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with retrospective effect.
	5.2	All the tenders should be complete in all respects with all attachments/ enclosures/ annexure. Incomplete forms, or bids received in any format other than the prescribed one or without proper documentary evidence etc. will be out rightly and summarily rejected by the Bank.
	5.3	Tenders received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained on this matter.
	5.4	Tenders received after the due date and time shall be summarily rejected.
	5.5	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
	5.6	No tender may be modified subsequent to the last date of submission of tender. No tender may be withdrawn in the interval between the last date for submission of tender and the expiry of the tender validity period specified by the tenderer in the tender.
	5.7	Alternative Proposals / Time for Completion shall not be permitted.
C. Terms of Payment		
6	6.1	Except under cases of circumstances beyond the control of the Bank, the payment of complete and clear bills received at monthly intervals will be made within fifteen days and not later than forty five days of receipt of clear and complete bills. Billing will be done on monthly basis and payment for the monthly bills will be made within 15 days and not later than 45 days of receipt of complete and clear bills. <i>As per Indian laws, taxes as applicable, shall be deducted at source and a certificate for the same shall be issued to the Service Provider.</i>
	6.2	All the payments shall be released through NEFT/ RTGS channel only, for which necessary mandate shall be submitted to the Bank.

	6.3	Any objection regarding the payment received by the tenderer may be brought to the notice of the Bank within 10 days of the date of the payment. In case no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.
D. Necessary Requirements to be fulfilled after award of contract		
7	7.1	<p>The agreement between the successful tenderer/s and the Bank will be signed within fifteen (15) days of written confirmation of acceptance of lowest rates which, however may be extended at the discretion of the Bank.</p> <p>However, the issue of letter of acceptance by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.</p> <p>The agreement shall be executed in duplicate. The Bank shall retain the original and the Service Provider, the duplicate. <i>The stamp duty shall be borne and paid by the Service Provider.</i></p>
	7.2	<p>The agency and its staff/drivers shall not disclose, divulge, reveal or use for any purpose any information relating to the Bank, which would reasonably be considered to be private or proprietary to the Bank, the release of which could reasonably be expected to cause harm in any manner to the Bank, which the agency and/or its staff/drivers have obtained, except as authorized by the Bank or as required by law. This obligation on the part of the agency and its staff/drivers shall apply during the term of agreement and indefinitely after the term of agreement.</p> <p>The agency and its staff/drivers shall also not disclose directly or indirectly any information and details of the Bank's infrastructure / systems/ equipments, etc., which may come to its possession or knowledge during the course of discharging its contractual obligations in connection with this empanelment, to any third party and shall at all times hold the same in strictest confidence. It 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.</p> <p>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.</p> <p>The agency shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information.</p> <p>Failure to observe the above shall be treated as breach of contract and the Bank shall be entitled to claim damages and pursue legal remedies.</p>
E. Adherence to Statutory Requirements		
8	8.1	<p>Compliance of regulations viz., Payment of Central Government Minimum Wages Act, Bonus Act, Employers' Liability Act, Contract Labour (Regulation & Abolition) Act, the Workmen Compensation Act, Industrial Disputes Act, Maternity Benefits Act, Employee State Insurance Act, Provident Funds and Miscellaneous Provisions Act and labour license of State and Central government applicable from time to time, shall be whole sole responsibility of the Agency. In this regard, the Agency shall indemnify Bank against all claims and will maintain necessary books, logs, registers, verification, returns, receipts, computerized database, etc., mandatory as per the law and as per the Government rules and make the same available for inspection/verification to the concerned Government Officer/Labour Enforcement Officer/Regional Provident Fund Commissioner, as and when required.</p> <p>A copy of all such compliances, statements and payments made to the statutory</p>

		authorities, etc., including registration number shall be provided to the Bank authority for verification and record as and when so demanded.
F. Prevention of Sexual Harassment		
9	9.1	The tenderer/ agency shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of Sexual Harassment against its employee within the premises of the Bank or in the hired vehicle, the complaint will be filed before the Internal Complaints Committee constituted by the tenderer/ agency and the tenderer/ agency shall ensure appropriate action under the said Act in respect to the complaint. The tenderer shall confirm constitution of Internal Complaints Committee for the purpose.
	9.2	Any complaint of Sexual Harassment from any aggrieved employee of the tenderer against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
	9.3	The tenderer shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the tenderer, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the tenderer is proved.
	9.4	The tenderer shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
G. Rights of the Bank		
10	10.1	The Bank reserves the right to extend the period of tender availability and/ or the date of opening of the bids.
	10.2	The Bank reserves the right to accept or reject any/ all applications or annul the process of qualification without any liability or assigning any reason thereof.
	10.3	The Bank reserves right to split the scope of the work to more than one agency/ agencies without assigning any reason whatsoever. No claim will be entertained on account of this.
	10.4	The terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender.
	10.5	The Service Provider or its agents/ employees/ drivers committing any breach of terms and conditions mentioned herein and/ or rendering unsatisfactory services, in the opinion of the Bank shall render itself liable for penalty and/ or termination of the agreement forthwith without any notice or any compensation in lieu thereof.
	10.6	Without prejudice to above, the Agreement can be terminated with a notice of one month on either side, during the Agreement period.
H. Dispute Resolution		
11	11.1	It is to be duly noted that in case of any/ all disputes on terms and condition of this tender, the English version of the tender document shall prevail (in case tender is issued in English and any other language simultaneously).
	11.2	All disputes and differences of any kind under the agreement shall be referred to the sole arbitrator i.e. the Officer-in-Charge, Reserve Bank of India, Shillong and his/ her decision, in writing, shall be final and binding on the Service Provider. However, for any dispute/ issue, not settled through arbitration, the legal jurisdiction shall be Shillong only. Alternate settlement modes can be used for settling any legal dispute

		with mutual consent only.
I. Force Majeure		
12	12.1	Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control [including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war (declared and undeclared)] provided, however, that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.
J. Confidentiality Statement		
13	13.1	The information contained in this Tender Document or subsequently provided to tenderer(s) whether verbally or in documentary form by or on behalf of the Bank or by any of its employees, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.
	13.2	The purpose of this tender document is to provide the tenderer(s) with information to assist the formulation of their proposals.
	13.3	This Tender Document does not purport to contain all the information each tenderer may require.
	13.4	This tender document may not be appropriate for all persons, and it is not possible for the Bank and/or its employees to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document.
	13.5	Each tenderer should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources.
	13.6	The Bank and employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.
	13.7	This document and the information provided therein are confidential and intended solely for the use of the Tenderer(s).

PART II
Section 5

B. SPECIFIC CONDITIONS OF CONTRACT (SCC)

SN	SSN	Conditions
1	1.1	The selected Tenderer/s shall provide the vehicles (AC/ Non-AC) such as Cars/SUVs/Vans, etc. as and when requisitioned by the Bank/ by an official authorized by the Bank.
	1.2	The service provider shall provide sufficient variant of vehicles having taxi permit as per the requirement of the Bank viz. Hatchback, Subcompact Sedan, Sedan, SUV/ MPV etc.
2	2.1	All vehicles provided to the Bank shall have valid permit to travel locally and throughout India and all other statutory compliances in place.
	2.2	All vehicles shall be in good and proper condition with neat and clean upholstery.
3	3.1	The driver shall have a valid driving licence, which should be produced by him as and when demanded by traffic personnel. Renewal of driving licence from time to time shall be the sole responsibility of the Service Provider.
	3.2	The drivers deployed shall have reasonable experience with good driving record, shall be well-mannered and should be able to converse in English, Hindi as well as local languages. He should be able to attend to the minor repairs of vehicles en-route, in case of need. The driver should provide mobile number to the guest on demand.
	3.3	The drivers must report for duty in clean uniform and at the specified time. They shall maintain a proper record of mileage on a daily basis and get the same authenticated by the user (officer/staff). They shall maintain duty slips with complete details of distance travelled/ time of relieving, etc. duly authenticated by the officer's signature. Besides they shall be neatly dressed and be polite, courteous and service oriented, at all times.
	3.4	The drivers/ employees engaged by the Service Provider shall abide by the instructions provided by the security officers/ guards of the Bank and vehicles/ persons shall have to undergo security checks, as and when required.
	3.5	The driver shall always be available at the place where the car is parked and strictly follow all traffic rules.
	3.6	The driver shall carry a placard containing particulars of the arriving Guest / Officer at the Airport/ any other stations. The Service Provider shall ensure that there is no room for complaints from the Guest(s).
	3.7	The drivers shall carry out the orders given by the authorized officers of the Bank and shall also observe the rules and regulations regarding safety and security.
4	4.1	The vehicles shall be provided with the following every day during booking of cars: (i) at least one national or local English/ Hindi newspaper, (ii) two 500 ml water bottles of reputed brand, (iii) tissue paper (face tissue paper in pouch), (iv) umbrella, (v) universal mobile charger, (vi) first-aid box. No extra charges shall be paid by the Bank for the same. The cost of items such as Mineral water, face tissue paper, first-aid box and Newspaper etc. shall not be extra and will be borne by service provider.
	4.2	All the valid papers viz. comprehensive insurance, registration, road tax, pollution under control certificate, permits, valid license, etc. related to each vehicle shall be readily available in each of the vehicles/ with drivers.
	4.3	The service provider shall have ability to arrange emergency transport/ touring facility providers, in case of breakdown of a vehicle provided to the Bank and should also be able to liaison with Govt./ Insurance agency arranging for emergency transport/ touring facility providers, in case of breakdown of a vehicle provided to the Bank authorities. Alternate vehicles shall also be arranged immediately, in case of break-down.

5	5.1	The Service Provider shall provide taxi on written or verbal instructions over phone/ email within the time specified therein. The Service Providers shall also be required to provide taxi on short notice from the Bank (within an hour in case of emergency). In case the transport provider fails to provide taxi on our request either verbal over phone or written, the Bank shall be free to remove the transport provider from the panel of transport providers.
	5.2	The Service Provider shall ensure that the cars provided are well maintained, without dents/ scratches and are not old.
	5.3	The Service Provider shall ensure that the vehicles provided are registered and comply with the Motor Vehicle Act as amended from time to time.
	5.4	The Service Provider shall arrange to obtain Police Verification certificate regarding the antecedents of the persons/drivers engaged by them.
	5.5	The Service Provider shall convey (by e-mail and sms) without fail the <i>confirmation of booking to the Travel Desk of the Bank</i> and to the guest followed by e-mail and sms of car details i.e. Car make, Car Registration No., Driver's Name and mobile number to the Travel Desk of the Bank and to the guest at least four hours prior to the time specified in the requisition.
	5.6	Feedback Form, as per Form 3, shall be made available in the Cars/ vehicles provided by the agency.
6	6.1	For drop/ pick up to/ from airport/ any other location as may be specified by the Bank (e.g. Bank VOF to Bank building etc.), a fixed amount shall be paid. Parking charge as per the actuals shall be paid separately.
	6.2	Toll and parking charges shall be extra only for outstation trips based on production of original receipt.
	6.3	The persons engaged by the Service Providers shall be the employees of the Service Provider and neither the Service Provider nor the labourers, shall have any right to claim any employment in the Bank.
	6.4	If the Service Provider provides on his own any other make or model of car higher than the one requested, the payment shall be made according to the rates approved for car requisitioned by the Bank.
	6.5	The rates accepted by the Bank shall remain valid for a period of three years subject to review at the time of renewal of contract in view of major changes that may occur in labour laws / fuel prices. Any revision in the rate shall be at the discretion of the Bank.
	6.6	The Service Provider will make vehicles available from / at any other place in Manipur.
7	7.1	The Service Provider shall indemnify the Bank for any loss or damage that occurs to third party (persons or building, etc.) and/ or to the officials/ guests of Bank, property of the Bank on account of hiring of car/cars hired during the period of Agreement. The Bank reserves the right to recover the amount of loss and/or damage from the bill of the Service Provider.
8	8.1	It shall be the sole responsibility of the Service Provider to provide taxi(es)/ vehicles as and when requisitioned by the Bank including Night/ Early Morning. Any delay will attract penalty as deemed fit by the Bank.
	8.2	In case of deficiency/ies in service, non-sending of substitute vehicle after intimation of car booking confirmation to Bank/Guest and no alternative arrangement, then double the pro-rata amount per day or the actual expenses incurred by Bank or its official/guest whichever is more shall be deducted from the bills. If service is not made available for part of a day, no payment shall be made for that day.
	8.3	Without prejudice to the above, the Service Provider shall also make alternate arrangements in case of breakdown of vehicle(s). In case of failure, the agency shall be responsible to compensate all expenses incurred in this regard subject to above limit. The Bank shall have authority to deduct such amount from any bill payable to the Service Provider. Decision of the Bank in this regard shall be final and binding on the Service Provider. Penalty as above shall also be imposed if vehicles breaks down on duty or does not turn up at the appointed time.
	8.4	No payment for the day is admissible if the vehicle meets with an accident where the

		driver of the service provider is at fault.
	8.5	If items required to be made available in the vehicle are not provided then a sum of ₹200/- only shall be deducted from the bill.
	8.6	In case, the transport provider fails to provide taxi on Bank's request (either verbal over phone or written), the Bank shall be free to take penal and other action as it deems fit.
	8.7	For deficiency in services and serious inconvenience caused to the Bank and its officials or those whom Bank directs to provide services, penalty not exceeding 25% of the estimated bill for the relevant instance may be levied. However, the Bank will levy it only after giving due notice. In case of dispute, an appeal can be made to the Officer-in-Charge, RBI, Shillong whose verdict shall be final in the matter.
9	9.1	Subject to other provisions of this agreement, the Bank hereby enters into agreement with the Service Provider/s for a period beginning from July 1, 2019 and valid till June 30, 2022 for provision of cars on hire as per rates mentioned in the agreement. The empanelment shall be for a period of three years, i.e. from July 1, 2019 till June 30, 2022 subject to annual review by the Bank based on the performance of the service provider/s.
	9.2	The Service Provider agrees to strictly abide by Broad Scope of Work and Guidelines as above while providing cars to officers/staff and guests of the Bank.

PART II
Section 6
STANDARD FORMATS

Form 1

I. TECHNICAL BID BY THE TENDERER: DETAILS

(To be given on applicant's letter head)

Name of the tenderer: _____

Address: _____

SN	Particulars and details to be filled in by the tenderer
1	Name of the Organisation
2	(a) Type of organization – (whether Proprietorship/ Partnership / LLP / Pvt. Ltd / Ltd Company).
	(b) Date of establishment
	(c) Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship).
	Please enclose relevant documents in support of the same.
3	Name(s) of the proprietor / partner / directors of organization with designation
4	Registered Office/ Business Address:
	Telephone No.
	Mobile No.
	Fax No.
	e-mail id:
	(a) Whether having own office in Shillong? (Yes/No):
	(b) Address of the local office at Shillong:
	(c) Name of the authorized official and his/her telephone number.
	Please enclose relevant documents in support of the same.
5	Work Experience: Details of work experience as per the requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents, and certificates.

	Details along with documentary evidence of previous experience, if any, of providing car / Taxi hiring services for the government / semi-government / public sector undertakings / banks / MNCs should also be given.	
6	Whether average annual business turnover of last three financial years i.e. F.Y. 2015 -16, F.Y. 2016 -17 and F.Y. 2017-18 is ₹ 10 lakh? (Yes/No) or Whether annual business turnover of last year i.e. F.Y. 2017-18 is ₹ 10 lakh? (Yes/No)	
	Supporting documents should be enclosed in proof of turnover (wherever applicable).	
7	Income Tax Returns (ITR) of last three Financial years (as applicable):	
	(a) Whether ITR of F.Y. 2015-16 available? (Yes/No)	
	(b) Whether ITR of F.Y. 2016-17 available? (Yes/No)	
	(c) Whether ITR of F.Y. 2017-18 available? (Yes/No)	
	Self-Attested Copy to be submitted	
8	Whether registered with Labour Department under the Contract Labour (R & A) act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971? (Yes/No)	
	If yes, Indicate the date of registration.	
	A copy of certificate/registration to be submitted.	
9	Name and address of the banker(s):	
	Please enclose a certificate from the banker regarding financial standing as per format attached with this tender document. Annex- I and II	
10	Total numbers of vehicles operating under the Company/ Agency:	
	Of the above, the number of vehicles owned:	
	Of the above, the number of vehicles not owned but under contract:	
	List of vehicles/taxis in the fleet along with photocopy of their RC/fitness and permit owned to be submitted as per Annexure-III	
11	Name and addresses of the existing clients along with full details.	
12	The Bank Account (IFSC Code and Account Number) where payments would be received by the organization.	

PART II
Section 6
Form 1

II. COPIES OF DOCUMENTS REQUIRED TO BE SUBMITTED FOR TECHNICAL BID

1. Audited annual financial statements *for F.Y 2015-16, F.Y. 2016-17 and F.Y. 2017-18 (as applicable).*
2. Income Tax Returns of last three Financial Years i.e. *F.Y.2015-2016, F.Y. 2016-2017 and F.Y. 2017-2018 (as applicable).*
3. Details of bankers ([Annexure-I](#))
4. Bankers certificate on financial standing ([Annexure-II](#))
5. List of owned cars ([Annex III](#))
6. List of clients
7. Incorporation documents
8. Copy of the PAN, TIN and GST Registration wherever applicable
9. Any other document/s (Please specify)

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

DECLARATION:

1. The above information is true to the best of my/ our knowledge and if any information is found untrue or false, I/ we may be debarred from the tender process/being given the contract.
2. I/ we agree to abide by the terms and conditions stipulated by the Bank.
3. I/ we also agree that my/ our Tender will remain valid for acceptance by the Bank for 90 days from the date of opening of **Part I** of the tender and this period of validity can be extended for such period as may be mutually agreed in writing between the Bank and tenderer.
4. I/ we understand that the Bank reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason therefore.
5. I/ we understand that after empanelment, I/ we would be under the obligation to supply taxis for Reserve Bank of India, Shillong at the lowest quote given in the price bid by the co-bidders, under each category.

Dated this _____ day of _____ 2019.

Signature

Name and seal of the TENDERER

PART II
Section 6
Form 1

Annexure – I

DETAILS OF BANKERS

(To be given on applicant's letterhead)

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

PART II
Section 6
Form 1

Annexure – II

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

(To be submitted by the Tenderer)

(To be given by the banker on its letter head and in a sealed envelope addressed to RBI,
Shillong, Apphira Building, Fruit Garden, Shillong – Jowai Road, Shillong – 793003)

1	Composition of the firm (whether Partnership/ LLP/ Private Limited/ Proprietorship/ Public Limited.)	
2	Name/s of the Proprietor/ Partners/ Directors of the firm	
3	Turnover of the firm for the last 3 years (year wise in ₹) (as applicable)	
	2018	
	2017	
	2016	
4	Credit facility/ Overdraft facility enjoyed by the firm	
5	Nature of dealings and opinion thereon	
6	The period from which the firm has been banking with the bank	
7	Any other remarks	
8	Opinion on whether the party is considered financially sound to be entrusted with contract for works.	

(Signature)

Authorised Signatory of the Bank Branch

Note:

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

PART II
Section 6
Form 2

FINANCIAL BID BY THE TENDERER
RATE CHART FOR CAR HIRE (AMOUNT IN ₹) EXCLUDING TAXES

Particulars	Type	Hatchback			Sub-Compact Sedan			Sedan			SUV/ MPV		
	Make & Model	E.g. Tata Indica			E.g. Maruti Suzuki Dzire/ Toyota Etios			E.g. Maruti Suzuki Ciaz			E.g. Toyota Innova		
Airport drop / pick up													
Rate per kilometre													
(i) Base Rate													
(ii) Rate per km.													
(iii) Service Tax													
(iv) Other Charge/ Taxes													
Rate per hour													
(i) Base Rate													
(ii) Rate per hour													
(iii) Service Tax													
(iv) Other Charge/ Taxes													
Minimum Charge													
Night Halting charges													

1. If the tenderer 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, whether on his own or on the asking of the Bank, any higher make or model of car, he will be paid according to the rates approved for vehicle requested by the Bank.
2. Toll and parking charges shall be paid as per actuals only for outstation trips based on production of original receipt.
3. For airport drop / pick up, the fixed amount is all exclusive of taxes and parking charges, etc. shall be claimed for these trips on actual basis.
4. Vehicles provided to the Bank shall have a valid permit in Manipur and for All India as well.
5. All the vehicles shall be clean and in a well maintained condition.

6. The charges quoted above include cost of items mentioned in the “Specific Condition of Contract” (Part II, Section V) such as at least one national or local English/ Hindi newspaper, two 500 ml water bottles of reputed brand, tissue paper (face tissue paper in pouch), umbrella, fire extinguisher, universal mobile charger and first aid box in the vehicle.

7. The Bank reserves the right to review the case of any tenderer whose services are found to be unsatisfactory and even cancel his contract.

PART II
Section 6
Form 3

(Name of Car Hire Agency)

CAR HIRE FEEDBACK FORM

SN	Particulars	Yes	No	Other Comments
1	Whether the Driver reported on time:			
2	Whether the Driver was neatly dressed and well behaved:			
3	Whether the car was neat and tidy:			
4	Whether Bottled Drinking water was provided in the Car:			
5	Whether Newspaper was provided:			
6	Whether Tissue Paper was provided:			
7	Whether AC was working properly:			
8	Will you prefer to use the same agency again:			
9	Any other comments:			

(Please tick the relevant box)

Name of Guest/ Official: _____

Designation: _____

Office: _____

Date of journey: _____

E mail id: _____

Mobile No.: +91 _____