



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

**E-Tender for Empanelment of Car Hire Agencies for Providing Car rental
services to Reserve Bank of India, Bhubaneswar**

Reserve Bank of India (hereinafter referred to as RBI), Bhubaneswar invites **e-Tender** in two parts (Part-I and Part-II) from reputed and experienced Car Hiring Agencies/Companies who fulfil the pre-eligibility criteria for Empanelment by the Bank for providing vehicles for the use of its officers and authorized persons on need basis. The contract will be initially valid upto March 31, 2024 and will be extendable for a maximum of two years, one year at a time, subject to satisfactory performance, or other periods/ parameters as the Bank may decide.

2. The last date for submission of e-tender is **December 07, 2023 up to 14:00 hrs.** For details of the tender, please visit "Tenders" section at RBI's website (<https://www.rbi.org.in>) and for uploading the tender please visit and register on MSTC website at <https://www.mstcecommerce.com>. The EMD detail for the contract is mentioned under.

Estimated Cost of Work (Inclusive of GST)	Earnest Money Deposit
₹50,00,000/- per annum	₹1,00,000/-

Please note that further Addendum / Corrigendum will only be published on RBI website.

**Regional Director
Reserve Bank of India
Bhubaneswar**

DISCLAIMER

Human Resource Management Department, Reserve Bank of India, Bhubaneswar (the Bank) has prepared this tender document to give background information on the tender to the interested parties to bid for Empanelment of car hiring agencies / companies for providing Cars/vehicles to the Bank as and when required / need basis. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believes it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The tender is neither an agreement nor invitation to any party to perform work of any kind. 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 RBI in submitting the Tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The Bank is not responsible if no due diligence is carried out by the Respondents.

Reserve Bank of India reserves the right not to proceed with this tender or to change the configuration of the 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 matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities submitting their bid.

SCHEDULE OF TENDER (SOT)

e-Tender no	RBI/Bhubaneswar Regional Office/ HRMD/2/23-24/ET/217
Mode of Tender (online)	e-Procurement System (MSTC Portal) (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eproc)
Publication of NIT in Press, RBI website	November 17, 2023 (Friday).
Publication of NIT on MSTC portal	November 17, 2023 (Friday) after 18:00 Hrs.
Pre-Bid meeting (Offline)	November 28, 2023 (Tuesday) at 11:00 Hrs. Place: Conference Room, 2nd Floor, Reserve Bank of India, J N Marg, Bhubaneswar 751001
Date of publication of minutes of the pre-bid meeting on RBI website and MSTC portal, if any.	November 30, 2023 (Thursday).
Earnest Money deposit (EMD)	EMD of ₹1,00,000/- to be remitted through: i. NEFT: A/C No-186004001, Reserve Bank of India, IFSC Code - RBIS0BBPA01 (0=Zero), Branch Name – Bhubaneswar. Or ii. Demand Draft: DD in favor of Reserve Bank of India, Bhubaneswar to be delivered in physical form at Reserve Bank of India, Pt. J. N. Marg, Bhubaneswar-751001
Last date of submission of EMD	December 07, 2023 (Thursday) up to 14:00 Hrs
Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eproc	November 30, 2023 (Thursday) from 15:00 Hrs.

Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	December 07, 2023 (Thursday) up to 14:00 Hrs.
Date & time of opening of Part-I (i.e., Technical Bid)	December 07, 2023 (Thursday) at 15:00 Hrs
Date & time of opening of Part-II (i.e., Price Bid)	Shall be intimated separately.
Transaction Fee	As charged by MSTC Ltd. Payment of transaction fees will be paid online through MSTC payment gateway.

Table of Content

Sl. No.	Title	Page No.
1	Instructions for E-Tender	6-9
2	General Instructions regarding technical and financial bids	10-18
3	Articles of Agreement	19-33
4	Broad Scope of work and Guidelines	34-37
5	Technical Bid (Part-I)	38-42
6	Commercial Bid (Part-II)	43-45
7	Evaluation Criteria	46
8	Annexure-I (Work Experience)	47
9	Annexure-II (Bank Report)	48
10	Annexure-III (List of Vehicle)	49-50
11	Annexure-IV (Client Report)	51
12	Annexure-V (Performance Bank Guarantee)	52-54

INSTRUCTIONS FOR e-Tender

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

1. Process of e-Tender:

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

MSTC Version(V3): Vendor must have valid Class-III Digital Signature both Signing & Encryption type Certificate to participate in tenders Vendors are to make their own arrangement for bidding.

SPECIAL NOTE: BOTH THE TECHNICAL BID AND COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE at www.mstcecommerce.com/eproc

a. Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt. Depts. → Select Click on RBI → Register as Vendor → Filling up details and creating own user id and password → Submit.

b. Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form. Bidders are advised to refer to the VENDOR GUIDE and VIDEO GUIDE available under "VIEW VIDEO" Link at www.mstcecommerce.com/eproc for detailed guidance. In case of further clarification, please contact MSTC, (before the scheduled time of the e-tender).

In case of any clarification, please contact MSTC/RBI, Bhubaneswar (before the scheduled time of the e- Tender).

Contact person (MSTC Ltd): MSTC Helpdesk

1.	Shri Tammana DMV Satyasai	tsatyasai@mstcindia.co.in	09441487624
2.	Shri Ramavath Mahesh	rmahesh@mstcindia.co.in	08801281004

Contact person (RBI Bhubaneswar):

1.	Shri Bishad Ratna Tripathy, Assistant Manager	bishadrtripathy@rbi.org.in	9437729070
2.	Shri Sushanta Kumar Singh, Assistant Manager	sushantksingh@rbi.org.in	7008803335

B) System Requirement:

- I. Windows 7 or above Operating System
- II. IE-7 and above Internet Explorer
- III. Signing type digital signature
- IV. Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system

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

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

C) Other Settings:

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

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options → custom level (Please run IE settings from the page <https://www.mstcecommerce.com> once).

2. The Technical Bid and the Commercial Bid shall have to be submitted online at www.mstcecommerce.com/eproc. Bids will be opened electronically on specified date and time as given in the Tender.

3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

2. 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.

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

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

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

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

4. Bidding in e-Tender:

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

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

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

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

d) After filling the Technical bid, vendor(s) should click 'save' for recording his/ their Technical bid. Once the same is done, the Commercial bid link becomes active and the same has to be filled up and then vendor(s) should click on "save" to record his/ their Commercial bid. Then once both the Technical bid and commercial bid have been saved, the vendor(s) can click on the "Final submission" button to register their bid.

e) Vendor(s) is/ are instructed to use "Attach Doc" button to upload documents. Multiple documents can be uploaded.

E-Tender for Empanelment of Car Hire Agencies for Providing Car rental services to Reserve Bank of India, Bhubaneswar

- f) In all cases, vendor(s) should use his/ their own ID and Password along with Digital Signature at the time of submission of bid.
 - g) During the entire e-Tender process, the vendor(s) will remain completely anonymous to one another and to everybody else.
 - h) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor(s). Any bid will be considered as valid bid offered by that vendor and acceptance of the same by Reserve Bank of India will form a binding contract between Reserve Bank of India and the Vendor for execution of supply.
 - i) It is mandatory that all the bids are submitted with Digital Signature Certificate, otherwise the same will not be accepted by the system.
 - j) Reserve Bank of India reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
 - k) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of the terms & conditions of the tender.
5. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
6. The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
7. Vendor(s) are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprochome> to familiarize him/ them with the system before bidding.

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, Bhubaneswar, at an estimated cost of ₹50,00,000/-(Rupees Fifty Lakhs only) per annum, initially for a period up to March 31, 2024, extendable further for a maximum of two more years, one year at a time, subject to satisfactory performance of the service providers, or for other periods/ parameters as the Bank may decide.

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 14:00 hrs. on December 07, 2023**. Tenderers shall submit e-tender proposal along with Earnest Money Deposit of ₹1,00,000/- (Rupees One Lakh 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 **11:00 hours on November 28, 2023**. Parties interested to participate in pre-bid meeting may request via email to bishadrtripathy@rbi.org.in or sushantksingh@rbi.org.in. The Bank will clarify any point/doubt raised by the tenderers in respect of the tender in the said Pre-bid meeting. No separate communication will be sent for this meeting except for the change of date or time of the meeting, if any, 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. 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 07, 2023 at 15:00 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 the 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 three 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 I”](#)).
- iii. The tendering firms/company should have minimum fleet of 10 (ten) owned/leased cars comprising of the following cars:

Category I	Maruti Dzire, Honda Amaze, Hyundai Xcent (or equivalent)
Category II	Honda City, Hyundai Verna, Maruti Ciaz (or equivalent)
Category III	Toyota Innova Crysta, Toyota Innova Hycross (or equivalent)
Category IV	Toyota Altis/Camry, Kia Carnival, Toyota Vellfire (or equivalent)

Of the total cars, at least 50% of the cars should be owned by the tendering firm. The fleet should comprise of minimum of 03 Maruti Dzire and 03 Toyota Innova Crysta (Attach copies of Registration Certificates/ books). The vehicles provided to RBI should be road worthy and not more than 03 years old from the date of sending the vehicles for duty. The vehicles should be registered with RTO as commercial vehicle.

iv. The agencies should have an average annual turnover of not less than ₹50 lakhs during last three financial years i.e., F.Y. 2019-20, F.Y.2021-22 and F.Y. 2022-23 (excluding FY 2020-21 -Pandemic Year).

v. The vehicles should preferably have valid all India taxi permits whenever assigned duties outside the state of Odisha at no additional cost. The permits should be available well in advance to avoid any inconvenience to the travelling officer/ guest.

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 Bhubaneswar (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 financial years, i.e., F.Y. 2019-20, F.Y.2021-22 and F.Y. 2022-23 (excluding FY 2020-21 -Pandemic Year).

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 consecutive financial years, i.e., F.Y. 2019-20, F.Y.2021-22 and F.Y. 2022-23 (excluding FY 2020-21 -Pandemic Year).

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 during last three years.

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/

E–Tender for Empanelment of Car Hire Agencies for Providing Car rental services to Reserve Bank of India, Bhubaneswar

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 Shop and Establishment Act and having necessary certificate to run Tours and Travels. (Copies to be uploaded on MSTC portal)

xvii. All vehicles provided to the Bank should have valid all India taxi permits (commercial) and all other statutory clearances. These vehicles must be registered with the RTO as a commercial vehicle. All vehicles must have Fast tag with sufficient balance.

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 centre 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 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, i.e. F.Y. 2019-20, F.Y.2021-22 and F.Y. 2022-23 (excluding FY 2020-21 -Pandemic Year).

4. Photocopies of the Registration Certificates (RC), taxi permit, PUC and fitness certificates of minimum 10 owned/ leased commercial cars (taxis) (50% of the vehicles in the fleet should be owned by the firm/ agency participating in the tender). These 10 vehicles should comprise of minimum of 03 Maruti Swift Dzire and 03 Toyota Innova Crysta.

5. Copies of Lease agreement for all leased vehicles in the fleet

6. Audited annual financial statement for the last 3 financial years, i.e., F.Y. 2019-20, F.Y.2021-22 and F.Y. 2022-23 (excluding FY 2020-21 -Pandemic Year)..

E-Tender for Empanelment of Car Hire Agencies for Providing Car rental services to Reserve Bank of India, Bhubaneswar

7. List of current and previous clients.
8. Bankers Report on financial standing as per format.
9. All documents related to work experience supported by work orders, completion certificates and other details.
10. Copy of the PAN, DIN/ TIN and GST Registration, Registration Certificate under valid registration under Shops & Establishment Act, License to run tour and travels etc.
11. Self-declaration on letter head regarding no suspension/ blacklisting etc.
12. Details such as make of vehicle, registration number, model, year of manufacturing etc. of all owned/ leased vehicles (minimum 10 required as per clause 1.16(iii) above).
13. Power of Attorney/ authorization with the seal of the company/ firm in the name of the persons signing the tender documents.
14. 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.
15. 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 ₹1,00,000/- (Rupees One Lakh 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. The EMD of unsuccessful tenderers shall be refunded within 10 working days of awarding contract and no interest shall be paid on such money.

1.21 The successful tenderer/s shall furnish along with the contract the Performance Bank Guarantee (PBG) of ₹2,50,000/- (Rupees Two lakh fifty thousand only) or deposit through NEFT (Beneficiary Name: Reserve Bank of India, A/C No-186004001, IFSC Code - RBIS0BBPA01 (0=Zero), Branch Name – Bhubaneswar). The PBG shall be valid for a period of two months after the expiry of contract period. On submission of Performance Bank Guarantee, the EMD of ₹1,00,000/- (Rupees One lakh only) will be refunded to the contractor. The bank guarantee shall be renewed for a further

period in case of renewal of the contract by RBI, Bhubaneswar. Failure of the successful tenderer to submit the Performance Bank Guarantee of ₹2,50,000/- (Rupees Two lakh fifty thousand only) or sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderers for all future tenders of the Bank. The PBG shall be released without interest after 2 months of completion of the contract period only after being satisfied of the successful completion of the contract and ensuring no liabilities from the agency or its employees. In case of any complaint or pending dues, the PBG shall be discharged only after payment of all dues, liabilities etc. No Interest shall be payable on EMD/Security Deposit/Performance Bank Guarantee.

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 lowest rate quoted under each category of vehicles by tenderers shall be applicable for all other tenderers (who have not quoted lowest rates) upon their consent. Only those tenderers shall be considered for empanelment who would agree in writing to work at the lowest rates quoted under each category of vehicles by other tenderer/s.

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.

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 The Bank may modify the Tender Document by issuing addenda/corrigenda, for any reason, and at any time. Any such addenda/corrigenda to the Tender Document shall be part of the Tender Document. To allow Tenderers reasonable time to take any addenda/corrigenda into account in preparing their proposals, the Bank may 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

Articles of Agreement

ARTICLES OF AGREEMENT made at Bhubaneswar on this _____ day of _____ between the Reserve Bank of India, Bhubaneswar Regional Office, 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 _____ 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 (including annexures and amendments thereof)]. AND WHEREAS the said specifications and the scope of work [as detailed in Tender documents (including 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 (including 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").

E–Tender for Empanelment of Car Hire Agencies for Providing Car rental services to Reserve Bank of India, Bhubaneswar

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 to you by 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 Behavior” means not wearing a seat-belt, not opening or closing doors (this must be done by the chauffeur), leaning out of the window of the Vehicle, over speeding, 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 ___ months commencing from _____ **to March 31, 2024**. 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 (including 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 shall deposit a Performance Bank Guarantee (PBG) of ₹2,50,000/- (Rupees Two lakh fifty thousand only) on or before signing of agreement/contract with the Bank as Security deposit 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 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.

(6) The Contractor will provide road worthy vehicles to the Bank not older than five years 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.

(7) 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.

(8) All vehicles should be well maintained, GPS enabled and 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.

(9) 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.

(10) The driver of the vehicle provided by the Contractor shall carry with himself the duty slips given by the Contractor where date, time, kilometres 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 05 kilometres in each way between user pick-up/ drop address and the garage/normal parking place.

(11) 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.

(12) The driver should also have some knowledge of car mechanism so that he can attend minor repairs. Also, he shall carry all necessary tools and spare parts to carry out such repairs, if needed.

(13) The driver should be well conversant with the roads and routes in Bhubaneswar 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 misdemeanour/misbehaviour/unacceptable behaviour 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 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 be 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 guest(s) 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) The driver should maintain duty slips with complete details of kilometres 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 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.

(27) Contractor must ensure proper sealing of kilometre. 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.

(28) The contractor should convey without fail the car details i.e., car make and 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 through SMS but the confirmation of the car booking shall be sent by the contractor through mail to the car booking desk and user immediately after receiving the car booking request from the Bank.

(29) 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 whatsoever with regard to such workers/employees.

(30) 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.

(31) 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, through email or posted by registered mail to the office addresses of the parties as mentioned in the agreement.

(32) 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.

(33) 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.

(34) **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 15 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.

(35) **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

E–Tender for Empanelment of Car Hire Agencies for Providing Car rental services to Reserve Bank of India, Bhubaneswar

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.

(36) **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 fulfil 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 losses 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.

(37) **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.

(38) **Sexual Harassment:** The Contractor/Agency shall comply with the provisions of 'the Sexual Harassment of Women at Work-Place (Prevention, Prohibition and Redressal) Act, 2013'. In case of any complaint of sexual harassment to Bank's employee/ guests is received against the employee of the Contractor/Agency within or outside the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in 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 involves the employees of the contractor, for instance any monetary relief to Bank's employee/guests, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues

(39) **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 Bhubaneswar. 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 Bhubaneswar only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

(40) **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 25% of 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 on any adverse ground 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 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 25% 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 25% 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, disposable face mask, alcohol based hand sanitizer, 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.

(41) **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.

(42) **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 by giving one month notice.

(43) 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 of one month 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:

a) Legal Heirs/Representative in case of sole proprietor.

b) The next Directors / Partners in the case of company or firm as the case may be.

c) 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.

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 present 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 the Bank

Sign:

Sign:

Name:

Name:

Title:

Title:

In the presence of –

Witnesses –

1. _____

Address:

2. _____

Address:

Place:

(Signature of tenderer)

Date:

(Seal of tenderer)

Broad Scope of work and Guidelines

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. 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.
5. The Tenderer should have its office and garage space in Bhubaneswar. Please note that no parking arrangement will be made by the Bank for the vehicles deployed for the Bank's duty.
6. 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.

7. 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.

8. 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, Himalaya or equivalent), (iii) good quality face tissue papers in case/pouch (wet & dry), (iv) umbrella and first-aid box, (v) fire-extinguisher, (vi) two disposable face masks in sealed packet/ cover, (vii) alcohol-based hand sanitizer (minimum 70% alcohol) and (viii) universal mobile charger. No extra charges will be paid for these amenities.

9. All vehicles should be well maintained, GPS enabled and 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. 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 fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions 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 labour 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. 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.

18. 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.

19. 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.

20. 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.

21. 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:

Part - I
Technical Bid by the Tenderer

To
The Regional Director
Reserve Bank of India
Bhubaneswar – 751001

Dear Sir

Application for Empanelment of Car Hiring Agencies/Companies for providing Car rental services on need basis to Reserve Bank of India, Bhubaneswar.

Sl. No.	Particulars	Details to be filled in by the Tenderer
1.	Name of the Organization	
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 of the proprietor / partner / directors of the organization with designation.	
4.	Regd. Office / Business Address of the organization along with the Telephone No., Mobile No., Fax No. and e-mail. a) Whether having own office in Bhubaneswar b) Address of the local office at Bhubaneswar c) Name of the authorized official and his / her telephone number. Please enclose relevant documents in support of the same.	

E–Tender for Empanelment of Car Hire Agencies for Providing Car rental services to Reserve Bank of India, Bhubaneswar

5.	<p>Work Experience - Details of work experience as per the requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents, and certificates as per Annex I.</p> <p>The details along with documentary evidence of previous experience, if any, of providing car / taxi hiring services for the Reserve Bank of India at any centre or Government / semi-Government / public sector undertakings / banks / MNCs should also be given.</p>	
6.	<p>Whether average annual business turnover of last three financial years (excluding FY 2020-21-Pandemic Year) i.e. F.Y. 2019-20, F.Y. 2021-22 and F.Y. 2022-23 is Rs 40 lakh. (CA certified supporting documents should be enclosed as proof of turnover).</p>	
7.	<p>Income Tax Returns of last three Financial years - i.e. F.Y. 2019-20, F.Y.2021-22 and F.Y. 2022-23 (excluding FY 2020-21 -Pandemic Year) (Self-attested copy to be submitted)</p>	
8.	<p>Whether registered with Labour Department under the Contract Labour (R & A) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971, Whether MSME? If yes, indicate the date of registration. (A copy of certificate / registration to be submitted).</p>	
9.	<p>Name and address of the bankers. Please enclose a certificate from the banker regarding financial standing as per format attached with this tender document. Annex - II</p>	

10.	<p>Number of vehicles owned with details such as type/ make / model of the vehicle.</p> <p>Condition / age of vehicle with their registration tax permit No., etc. (attach documentary evidence).</p> <p>List of vehicles in the fleet along with photocopy of their RC / fitness and permit owned to be submitted as per Annex - III</p>	
11.	<p>Whether the organization is registered under Shop and Establishment Act and having necessary certificate to run Tours and Travels. (Copies to be uploaded on MSTC portal)</p>	
12.	<p>Name and address of the existing clients along with full details. The feedback from top three existing clients is required as per Annex - IV</p>	
13.	<p>The bank Account (IFSC Code and Account Number) where payments would be received by the organization.</p>	
14.	<p>PAN and GST Details (Copies to be uploaded on MSTC portal)</p>	

Copies of Documents required to be submitted for Technical Bid

- a. Audited annual financial statements (for F.Y. 2019-20, F.Y. 2021-22 and F.Y. 2022-23)
- b. Income Tax Returns for the last three Financial Years (excluding 2020-21, being the Pandemic Year) i.e., F.Y. 2019-20, F.Y. 2021-22 and F.Y. 2022- 23)
- c. Audited Balance sheet (for 3 years – Excluding 2020-21)
- d. Work Experience ([Annex I](#))
- e. Solvency Certificate ([Annex - II](#))
- f. List of vehicles ([Annex - III](#))
- g. Client Feedback ([Annex - IV](#)) (Minimum 3).
- h. Details of Bankers
- i. List of clients.
- j. Firm's incorporation documents
- k. Copy of the PAN and GST Registration wherever applicable
- l. Registration Certificates of the Cars
- m. Power of attorney / authorization with the seal of the company/agency in the name of the person signing tender documents.
- n. Any other document/s (Please specify)

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

DECLARATION:

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

Particulars	Amount	Name of Bank	Name of Bank Branch	Transaction Number
EMD	₹1,00,000/-			

Dated this _____ day of _____ 2023

Signature

Name and seal of the TENDERER

E–Tender for Empanelment of Car Hire Agencies for Providing Car rental services to Reserve Bank of India, Bhubaneswar

Part – II
(Financial Bid)

**Application for Empanelment of Car Hiring Agencies/Companies for providing
Car rental services on need basis to Reserve Bank of India, Bhubaneswar**

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

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

	airport/railway station pick-up/drop 3 hrs/30kms	Car for local duty 8Hrs/80Kms	Car for extra hours	Car for extra KM	Car for outstation duty per KM	Night Halt Charges
Category 1	₹ _____	₹ _____	₹ _____	₹ _____	₹ _____	₹ _____
	₹750/-*	₹1,800/-*	₹120/-*	₹12/-*	₹12/-*	₹250/-*
Category 2	₹ _____	₹ _____	₹ _____	₹ _____	₹ _____	₹ _____
	₹1,400/-*	₹2,600/-*	₹170/-*	₹17/-*	₹17/-*	₹250/-*
Category 3	₹ _____	₹ _____	₹ _____	₹ _____	₹ _____	₹ _____
	₹1,500/-*	₹3,000/-*	₹180/-*	₹18/-*	₹18/-*	₹250/-*
Category 4	₹ _____	₹ _____	₹ _____	₹ _____	₹ _____	₹ _____
	₹1,500/-*	₹3,600/-*	₹280/-*	₹30/-*	₹30/-*	₹250/-*

Category 1 - Maruti Dzire, Honda Amaze, Hyundai Xcent (or equivalent)

Category 2 - Honda City, Hyundai Verna, Maruti Ciaz (or equivalent)

Category 3 – Toyota Innova Crysta, Toyota Innova Hycross (or equivalent)

Category 4 – Toyota Altis/Camry, Kia Carnival, Toyota Vellfire (or equivalent)

* - *Benchmark Rate*

Minimum distance to be charged for out-station trips – 300 Kms

The above quoted rates comply with the following terms and conditions:

1. The quoted service charges are inclusive of Insurance charges, uniform charges, and any other duties/levies whether existing or future, levied by the Central Government or any State or Local Authority, as applicable, for which no separate claim shall be made. **The quoted service charges shall be inclusive of all taxes and exclusive of GST (Goods and Services Tax).** As per law, taxes as applicable may be deducted at source and a certificate for the same may kindly be issued.
2. 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 05 Kms each side (to and fro) and bill will be paid for actual distance or 05 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.
3. Parking charges, Toll Charges and Inter State Permits would be charged in the case of airport drop/pickup, railway station drop/pickup and other cases (Outstation Trip to within / neighbouring states and union territory) subject to production of receipts. All vehicles should be in good condition with its upholstery, etc., in proper shape. It must be washed and be provided with proper seat covers. 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.
4. The charges quoted above include cost of items mentioned in the "Scope of work" like two Mineral water bottles of 500 ml each per day from reputed brand such as Bisleri, Kinley, Aquafina, Himalaya, etc., face tissue paper, one English daily and one financial newspaper of date, mobile phone for the driver on duty, fire extinguisher and first aid box in the vehicle.
5. Contractor may charge for additional cost either for extra Km or for extra hour (whichever is higher) and not both.
6. For Airport/Railway pick up duty, the parking charges (from up to 1 hour before scheduled/ actual flight arrival time till after picking 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 lowest rate quoted under each category of vehicles by tenderers shall be applicable for all other tenderers (who have not quoted lowest rates) upon their consent. Only those tenderers shall be considered for empanelment who would agree in writing to work at the lowest rates quoted under each category of vehicles by other tenderer/s.

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

Name and seal of the Company/Firm/Agency

Dated this.... day of 2023

Evaluation Criteria

A. Technical Bid Evaluation

1. The technical bids shall be evaluated based on the available documents submitted by the bidder on MSTC.
2. Bank may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders.
3. Failure on the part of the bidder to provide such clarification/information/document within the stipulated time, may entail cancellation of the bid of such bidder.
4. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered.
5. The Client's request for clarification and the response shall be in writing through post or email.
6. The evaluation of the financial bid will be considered of only those bidders who meet the eligibility criteria as mentioned in "Eligibility Criteria for participating in the tender" of tender document and provide documentary proof on MSTC in respect of the same.

B. Financial Bid Evaluation

The lowest rate quoted under each category of vehicles by tenderers shall be applicable for all other tenderers (who have not quoted lowest rates) upon their consent. Only those tenderers shall be considered for empanelment who would agree in writing to work at the lowest rates quoted under each category of vehicles by other tenderer/s.

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

Work Experience

List of similar works executed by the Tenderer during the last 3 years

Sl. No.	Details of Service provided	Name and address of the organization	Name and address of the employee / officer under whose supervision services were provided	Total Amount in Rs. (for entire annual contract)	Whether services were provided for the originally contracted length of time or not	No. of years dealing with the organization
1						
2						
3						
4						
5						
6						
7						
8						
9*						

*add more rows if required.

Signature of the applicant/authorized signatory

Format of Bank Report

Confidential

Empanelment of car hire service providers by Reserve Bank of India, Bhubaneswar - 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 ₹20 lakhs
9. Any other relevant information/ remarks.

Signature of Branch Manager/ Authorized signatory with seal

Name of the bank with branch address:

Upload the following documentary evidence on MSTC portal:

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

Signature of Tenderer with Seal /Stamp

Date:

Place:

Format of Client Report

Confidential

Empanelment of Car Hiring Agencies/Companies for providing Car rental services on need basis to Reserve Bank of India, Bhubaneswar.

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:

Note:

- i) All columns should be filled in properly countersigned.
- ii) The Client Certificates should be submitted for each of the Prequalification work/s
- iii) Client certificate should be on letter head of the Client with signature of Authorized person.
- iv) Client certificate should be signed by an official of the rank of Officer of the rank of Executive Engineer or equivalent in case of Govt./Semi-Govt., organizations or a PSU.
- v) Supported by adequate proof of payments received by the contractor for the work done by them.
- vi) Client's report issued by private organization shall be accompanied by TDS Certificates.

E–Tender for Empanelment of Car Hire Agencies for Providing Car rental services to Reserve Bank of India, Bhubaneswar

PERFORMANCE BANK GUARANTEE
(On Non-Judicial Stamp Paper of appropriate value)

The Regional Director
Reserve Bank of India
Bhubaneswar

Dear Sir/Madam,

Name of the Project - Empanelment of Car Hire Agencies for Providing Car rental services to Reserve Bank of India, Bhubaneswar

WHEREAS The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai and an office at Bhubaneswar (hereinafter called the 'Bank') has awarded the Contract for the captioned Work (hereinafter called the "Contract") to M/s (Name of the Contractor) (Hereinafter called " the said Contractor", which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹2,50,000/- (Rupees Two lakh fifty thousand only) 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 ₹2,50,000/- (Rupees Two lakh fifty thousand only) as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESS THE

1. We _____ (Bank) do hereby agree with and undertake to the Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Contractor 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 Contractor, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of ₹2,50,000/- (Rupees Two lakh fifty thousand only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the Contractor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹2,50,000/- (Rupees Two lakh fifty thousand only).
2. We also agree to undertake to and confirm that the sum not exceeding ₹2,50,000/- (Rupees Two lakh fifty thousand only) as aforesaid shall be paid by us without any

E–Tender for Empanelment of Car Hire Agencies for Providing Car rental services to Reserve Bank of India, Bhubaneswar

demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India 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 Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

a) Any forbearance or commission on the part of the Reserve Bank of India 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 Reserve Bank of India 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 Contractors of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹2,50,000/- (Rupees Two lakh fifty thousand only).

b) Our liability under these presents shall not exceed the sum of ₹2,50,000/- (Rupees Two lakh fifty thousand only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents 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 up to _____ provided that if so desired by the Reserve Bank of India, 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 this 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 Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India 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 _____ Bank.

Signature of authorized Bank official

Authorized 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).