

E-Tender for Empanelment of Car Hiring/Taxi Operator Agencies/Companies to provide Vehicles On Call Basis To Reserve Bank Of India, Raipur

Reserve Bank of India, Raipur invites E-Tender for Empanelment of Car Hiring/Taxi Operator Agencies/Companies to Provide Vehicles On Call Basis To Reserve Bank Of India, Raipur. The e-tendering shall be done through the e-tendering portal of MSTC Ltd (https://www.mstcecommerce.com/eprocn). All eligible and interested bidders must register themselves with MSTC Ltd through the above-mentioned website to participate in the e-tendering process. The brief information and schedule of e-tender is as follows:

E-Tender no.	RBI/ RAIPUR REGIONAL OFFICE/HRMD/1/24-25/ET/196
a. Estimated cost	₹16.00 lakh (Including GST) for the 7 months from September 01, 2024 to March 31, 2025 i.e. ₹ 27.51 lakh annually
b. Mode of Tender	e-Tendering System (Online Part I – Techno-commercial Bid and Part II - Price Bid through (www.mstcecommerce.com/eprochome/rbi)
c. Date of NIT available to parties to download	July 10, 2024 (Wednesday) from 01:00 P.M. onwards
d. Pre-Bid meeting	August 07, 2024 (Wednesday) at 11:00 A.M.
e. i) Earnest Money Deposit (EMD) (Wherever applicable)	(i) (EMD) ₹ 55,000/- to be remitted through NEFT only. The details of transaction have to be provided.
ii) Tender Fees	(ii) Nil
f. Last date of submission of EMD	August 19, 2024 (Monday) at 01:00 P.M.
g. Date of Starting of e-Tender for submission of on-line Techno-commercial Bid and Price Bid at (https://www.mstcecommerce.com/eprocn)	July 31, 2024 (Wednesday) from 01:00 P.M. onwards
h. Date of closing of online e-tender for submission of Technical Bid & Price Bid	August 19, 2024 (Monday) till 01:00 P.M.



i. (i) Date & time of opening of Part-I (i.e. Technical Bid)	(i) August 19, 2024 (Monday) at 3:00 P.M.
(ii) Part-II Price Bid:	(ii) Date of opening of Part II i.e. price bid shall be informed separately
j. Transaction Fee	As applicable and shown at MSTC portal. To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd. Please do not transfer the transaction fee to Reserve Bank of India, Raipur

Regional Director, RBI Raipur



भारतीय रिजर्व बैंक/<u>RESERVE BANK OF INDIA</u> <u>मानव संसाधन प्रबंध विभाग/ HUMAN RESOURCE MANAGEMENT DEPARTMENT</u> रायपुर/Raipur

Notice Inviting e-Tender

E- TENDER FOR EMPANELMENT OF CAR HIRING/TAXI OPERATOR AGENCIES/COMPANIES TO PROVIDE VEHICLES ON CALL BASIS TO RESERVE BANK OF INDIA, RAIPUR.

- 1. Reserve Bank of India, Raipur (hereinafter referred to as the Bank) invites E-tenders from reputed car hiring agencies/companies for "Empanelment of Car Hiring/Taxi Operator Agencies/Companies to provide Vehicle on Call Basis to Reserve Bank of India, Raipur, Chhattisgarh". The period of contract will be from September 01, 2024 to March 31, 2025. It may be further renewed for two years up to March 31, 2027 (One year at a time) subject to satisfactory performance.
- 2. **E-Tendering forms** can be downloaded from the website https://www.mstcecommerce.com/eprocn and uploaded along with all the information / documents, mentioned in Section I of the Tender.
- 3. Online tender will be available for view/download from 01:00 PM of July 10, 2024 (Wednesday). Tender in prescribed form shall be submitted in two parts, Part-I and Part-II. Part-I of the tender will contain the Bank's standard techno-commercial conditions & Part II is for price bid. Part-II of the tender will be without any conditions from the bidders. The Price bid along with the tender form are to be submitted before 01.00 PM on August 19, 2024 (Monday). All pages of the Tender document should be signed & stamped by the Bidder/authorized representative of the Bidder and should be uploaded on the MSTC portal. Tenders cannot be submitted after the due date and time. A pre-bid meeting (off-line mode) for the intending bidders will be held on August 07, 2024 (Wednesday) at 11:00 A.M. at Conference hall, Reserve Bank of India, Raipur.

Part I of the tenders will be opened at 03:00 PM on August 19, 2024. Part II of the

tender of the eligible bidders will be opened on a subsequent date which will be

intimated to the concerned bidders in advance.

4. The work is estimated to cost ₹27.51 lakhs annually. Thus, a cost of ₹16.00 lakhs

is estimated towards period from September 01, 2024 to March 31, 2025. The EMD

(₹55,000.00), wherever applicable, to be paid by NEFT shall be submitted by **01:00**

PM on August 19, 2024. Proof of payment has to be submitted along with the

techno-commercial Bid.

5. After examination of the Part I and related documents, if any of the tenderer is not

found to possess the required eligibility, their tenders will not be accepted by the Bank

for further processing and their financial bid will not be opened. If any tenderer is not

found to possess the required eligibility for participating in the tendering process at

any point of time and/or banker's report are found unsatisfactory, the Bank reserves

the right to reject the bidder's offer even after opening of Part-II of the tender. The

Bank is not bound to assign any reason(s) thereof.

6. The Bank is not bound to accept the lowest tender and reserves the right to accept

any tender, either in full or in part. The Bank also reserves the right to reject all the

tenders without assigning any reason(s) thereof.

7. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be

uploaded on the Bank's website / MSTC portal only. The tenderer should regularly

check the above website / e-portal for any Amendment / Corrigendum / Clarification

on the above website.

Place: Raipur

Regional Director, RBI Raipur

Date:

SCHEDULE OF TENDER (SOT)

a. Name of Work	Empanelment of Car Hiring/Taxi Operator Agencies/Companies to provide Vehicle on Call Basis to Reserve Bank of India, Raipur, Chhattisgarh
b. E-Tender no.	RBI/ RAIPUR REGIONAL OFFICE/HRMD/1/24-25/ET/196
c. Estimated cost	₹16.00 lakh (Including GST) for the 7 months from September 01, 2024 to March 31, 2025 i.e. ₹ 27.51 lakh annually.
d. Mode of Tender	e-Tendering System (Online Part I – Techno-commercial Bid and Part II - Price Bid through (https://www.mstcecommerce.com/eprocn)
e. Date of NIT available to parties to download	July 10, 2024 (Wednesday) from 01:00 P.M. onwards
f. Pre-Bid meeting	August 07, 2024 (Wednesday) at 11:00 A.M.
g. i) Earnest Money Deposit (Wherever applicable – refer paragraph 4.i)	(i) (EMD) ₹55,000/- to be remitted through NEFT only. The details of transaction have to be provided.
ii) Tender Fees	(ii) NIL
h. Security Deposit	₹ 1.38 lakhs (5% of estimated amount to be deposited by the tenderer to whom the contract has been awarded through NEFT or by submitting Performance Bank Guarantee
i. Last date of submission of EMD, wherever applicable.	August 19, 2024 (Monday) at 01:00 P.M.
j. Date of Starting of e-Tender for submission of on-line Techno-commercial Bid and Price Bid at https://www.mstcecommerce.com/eprocn	July 31, 2024 (Wednesday) from 01:00 P.M. onwards
k. Date of closing of online e-tender for submission of Techno-commercial Bid & Price Bid	August 19, 2024 (Monday) at 01:00 P.M.

I. (i) Date & time of opening of Part-I (i.e. Techno-commercial Bid)	(i) August 19, 2024 (Monday) at 3:00 P.M.
(ii) Part-II Price Bid:	(ii) Date of opening of Part II i.e. price bid shall be informed separately
m. Transaction Fee	As applicable and shown at MSTC portal. To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd. Please do not transfer the transaction fee to Reserve Bank of India, Raipur

Disclaimer

Reserve Bank of India, Human Resources and Management Department, Raipur has

prepared this tender document to give information on the Contract to interested

parties. This tender has been issued, as per the terms and conditions set out in this

tender and any other terms and conditions related to such information.

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

party.

The purpose of this tender is to provide information regarding the requirements of the

Bank to all interested parties for submitting their bid. While the Bank has taken due

care in the preparation of the information contained herein, the Bank does not claim

that the information is exhaustive. Respondents to this tender are required to make

their own inquiries and they should not rely solely on the information in the tender. The

Bank is not responsible if no due diligence is carried out by the Respondents.

The Bank reserves the right not to proceed with this tender, to alter the time-table

reflected in this document or to change the process or procedure to be applied. It also

reserves the right to decline to discuss the tender further with any respondent.

No reimbursement of cost of any type or on any account will be paid to persons or

entities submitting their bid.

Regional Director, RBI Raipur

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Section I

E-Tendering Procedure and Important instructions

1.	The techno-commercial bid and price bid has to be submitted on-line at https://www.mstcecommerce.com/eprocn
2.	System Requirements: -
	(i) Windows 7 or above Operating System.
	(ii) Signing type digital signature.
	(iii) JRE 7 update 9 and above software to be downloaded and installed in
	the system.
	(iv) Kindly ensure that TLS 1.2 is enabled on your Internet Explorer browser
	to access the website. Please check through Tools> Internet Options>
	Advanced tab on Internet Explorer browser. For better browsing of the
	website, please use Internet Explorer version 10 or above.
	(v) Signing type digital signature i.e to disable "Protected Mode" for DSC to
	appear in The signer box following settings may be applied.
	☐ Tools => Internet Options =>Security => Disable protected Mode If
	enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected
	Mode".
	Other Settings:
	□Tools => Internet Options => General => Click On Settings under "browsing
	history/Delete Browsing History" => Temporary Internet Files => Activate
	"Every time I Visit the Webpage".
	(vi) To enable ALL active X controls and disable 'use pop up blocker' under
	Tools →Internet Options→ custom level
	(vii) Bidders are advised to refer to the "Vendor Guide" and a "Video Guide"
	before proceeding with the tendering process.
3.	Registration:-
	(i) 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 techno-
	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 computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

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

4. Transaction Fees

(i) 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.

- (ii) The vendor shall have the facility of making the payment either through NEFT or any other Online Payment.
- (iii) On selecting the online mode, 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.
- (iv) On selecting Online Payment, the vendor shall have the provision for making payment using its Credit/ Debit Card/ Net Banking.
- (v) 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. The transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

NOTE – Bidder(s) are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

5. **Bidding in e-tender:**

- (i) Vendor(s) need to submit necessary EMD (wherever applicable) 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.
- (ii) The process involves Electronic Bidding for submission of technocommercial Bid.
- (iii) Only, the vendor(s) who have submitted transaction fee can only submit their techno-commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govtdepts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event.
- (iv) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they must fill up Common terms and other specification and save the same. After that click on the techno-commercial bid. If this application is not run, then the vendor will not be able to save/submit its techno-commercial bid.
- (v) After filling the techno-commercial Bid, vendor should click 'save' to record their techno-commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Price bid. Once both the Technical bid and Price Bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- (vi) Vendors are instructed to use **Attach Doc button** to upload documents. Multiple documents can be uploaded.
- (vii) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- (viii) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- (ix) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- (x) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by

- that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- (xi) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- (xii) Buyer 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.
- (xiii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

Opening of Bids

- (A) Part I techno-commercial bid will be opened electronically on specified date and time as given in the Notice Inviting Tender (NIT). Bidder(s) can witness electronic opening of bid.
- (B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Bid is found to be Techno-Commercially acceptable by the Bank. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e-mail confirmed by them.

Contact Details (MSTC) for further enquiries/assistance:

- i) Shri Kumaravel R- 9946570940– <u>0771-2432481-rpropn1@mstcindia.in</u>
 Google hangout ID- (for text chat)- <u>mstceproc@gmail.com</u>
- ii) Shri Rajrohit Khalko Mobile 9127754867 rrkhalkho@mstcindia.co.in
- iii) Help Desk 7969066600 (HO helpdesk) helpdesk@mstcindia.co.in
- iv) Office-0771-2432481

Contact Persons: RBI, HRMD, Raipur Regional Office

i) Shri Deepesh Tiwari – <u>deepeshtiwari@rbi.org.in</u>, Assistant General Manager

Contact No. 0771- 2244245

- ii) Shri Deepak Wahurwagh <u>dmwahurwagh@rbi.org.in</u> Asst. Manager Contact No. 0771 2244248
- 8. Bidders are requested to read the terms & conditions of this tender before participating in the tendering process.

All notices and correspondence to the bidder(s) shall be sent by e-mail only 9. during the process till finalization of tender by the Bank. Hence the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate) throughout the entire period of tendering process. E-tender cannot be accessed after the due date and time mentioned in NIT. 10. The bid will be evaluated based on the filled-in techno-commercial 11. formats. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders. (iii) The bidders must upload all the documents required as per terms of the NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered. The e-tender floor shall remain open from the pre-announced date & 12. time and for as much duration as mentioned above. (ii) All entries in the tender should be entered in online techno-commercial Formats without any ambiguity. The Bank reserves the right to cancel or reject or accept or withdraw or extend 13. the tender in full or part as the case may be without assigning any reason thereof.

Eligibility Criteria, Important Information and Other Terms & Conditions

E-tenders are invited from reputed car hiring agencies/companies for "Empanelment of Car Hiring/Taxi Operator Agencies/Companies to provide Vehicle on Call Basis to Reserve Bank of India, Raipur". The period of contract will be from September 01, 2024 to March 31, 2025. It may be further renewed for two years up to March 31, 2027 (one year at a time) subject to satisfactory performance review by the Bank on mutually acceptable terms and conditions.

1. Eligibility Criteria (Pre-Qualification Criteria)

Tenderer should satisfy the following conditions and should enclose self-certified documentary evidence in support of its meeting the eligibility conditions along with **Part-I, Technical Bid** for examining its qualification/suitability:

- i. Tenderer should have experience of minimum 5 years of being a Car Hiring / Taxi Operator Agency (supported by documentary evidence such as work-order/ client's certificate, completion certificate etc.)
- ii. Tenderer should have provided such services for at least one year in the last three years to Government/ Semi-Government/Public Sector Undertakings, banks/ other reputed institutions.
- iii. Tenderer should have a minimum fleet of **5 (five) owned cars having transport registration**. (Attach copies of Registration Certificates/ books). These vehicles must be registered with the Regional Transport Office (RTO) as a commercial vehicle.
- iv. The tenderer should have annual turnover of not less than ₹27.51 lakhs in any of the last three Financial Years ended March 31, 2023 (The tendering firms/companies should submit Audited Annual Turnover Statement, Income Tax Return Acknowledgement/ Assessment Order, audited Balance Sheet, Profit and loss account for the last three financial years).
- v. The bidders should submit Bankers' solvency certificate of value not less than ₹27.51 lakhs_as per the Proforma given in **Annex I** along with the techno-commercial Bid.

(Date of issue of Solvency Certificate must not be earlier than January 01, 2024)

- vi. Tenderers should have applicable tax registrations (PAN, GSTIN, etc.) supported by documentary evidence.
- ix. Tenderer should have its own office in Raipur.
- x. Tenderer should have a savings/current account in a scheduled bank.

Part-II, Financial/Price Bid of only those Tenderers will be opened who are found eligible after scrutiny of Part-I, Techno-commercial Bid.

In support of the above, the following documents should be submitted (Documents required to be uploaded for techno-commercial bid):

- (i) Attach complete tender documents and supporting documents duly signed and stamped. Duly filled Part I (Techno-commercial Bid).
- (ii) Registration/incorporation Certificate/Partnership Deed of The Company/Firm/Agency under the relevant Act. (Attach Power of Attorney in favour of the person signing the tender documents in case of a Company)

- (iii) P.A.N. Detail (copy of PAN to be attached).
- (iv) Copies of Registration for GSTIN.
- (v) Audited Annual Turnover Statement, Income Tax Return/ Assessment Order for the last three Financial years ended March 31, 2023.
- (vi) Audited balance sheets and Profit & Loss A/c of the company/firm for the last three Financial years ended March 31, 2023.
- (vii) Bankers Solvency Certificate as per the format given in Annex I.
- (viii) List of owned cars/vehicle (Make of vehicle, registration No., Model and year of manufacture) as per the format given in **Annex II**. Attach copies of Registration Certificates (RC)/ books of cars.
- (ix) Previous work experience details as per format given in **Annex III**. Attach documentary proof such as experience certificate/work order/completion certificate in client's letter head.
- (x) Performance report/ certificate issued by client.
- (xi) Particulars of the Bidders and their Bankers as per **Annex IV**.
- (xii) Proof of remittance of EMD, wherever applicable. The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), shall be exempted from the requirement of submission of Earnest Money Deposit. MSEs are required to submit copy of Udyog Registration Number (Udyog Aadhar Memorandum Number).

2. Instructions, other terms & conditions:

- i. The vehicles to be deployed should have valid taxi permit and should be registered in the State of Chhattisgarh. The tenderers whose vehicles are registered in the State of Chhattisgarh only need to submit the tenders. The tenderer should have valid licence issued by RTO to operate as taxi operator in Chhattisgarh.
- ii. All the vehicles should have valid Pollution Under Control Certificate (PUC) and fitness certificate.
- iii. 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.
- iv. 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.

- v. In the first stage, the Techno-commercial Bids will be opened. The Bid of any tenderer who has not complied with one or more of the conditions prescribed in the Eligibility Criteria (Pre-Qualification Criteria) will be summarily rejected. Decision in this regard will be at the sole discretion of the Bank.
- vi. Track record of the Bidder shall be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police / Court / Regulatory authorities against the Bidder. If found at any stage during the evaluation or after the award of contract that the Bidder had withheld or misrepresented facts and information in these regards the Bid shall be rejected.
- vii. The Bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- viii. The Bidder must not have been suspended / delisted / blacklisted by any organization on any grounds.
- ix. The bidder should not have rescinded/abandoned any contract awarded by his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.
- In case of 'Nil' information with respect to points mentioned in paragraph 2. vi, vii, viii & ix, a declaration to that effect to be furnished in Annex V.
- x. 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.

3. Important Information:

a. **Pre-Bid Meeting** – A Pre-Bid meeting will be held on August 07, 2024 (Wednesday) at 11:00 A.M at Conference Hall, Reserve Bank of India, 54/949, Mahadev Ghat Road, Sundar Nagar, Raipur to answer any queries / provide clarifications that the Bidders may have in connection with the work / tender and to give them relevant information regarding the same. No separate communication will be sent for this meeting. The tenderers are expected to get all the issues/doubts clarified during this meeting.

Note: All the person interested in attending the meeting should adhere to the extant National Directives on COVID 19 Management (issued vide Ministry of Home Affairs, Government of India), instructions and protocols issued by Chhattisgarh Government and Raipur Municipal Corporation. Information of persons (name, address, ID card details) willing to attend the pre-bid meeting should be communicated well in advance to Shri Deepak Wahurwagh on email id- hrmdraipur@rbi.org.in

- b. Validity of the Offer The application and rates quoted in the tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of the Price Bid. The aforesaid period of three months may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
- c. Contact person for communication in connection with this tender -
- 1. Shri Deepesh Tiwari <u>deepeshtiwari@rbi.org.in</u>, Assistant General Manager Contact No. 0771- 2244245
- 2. Shri Deepak Wahurwagh, dmwahurwagh@rbi.org.in, Assistant Manager Contact No.0771-2244248
- 4. Earnest Money Deposit (EMD) / Bid security -
- i. The Bidders shall deposit EMD, of ₹55,000/- by NEFT to Reserve Bank of India, Raipur Account on or before 01:00 P.M on August 19, 2024. Micro and Small Enterprises (MSEs) having Udyog Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, are exempted from deposit of EMD subject to submission of valid documentary proofs.

The account details for NEFT transactions are as under:

Beneficiary Name	Reserve Bank of India, Raipur		
IFSC	RBIS0RPPA01 (5 th and 10 th digit is		
	zero)		
Account No	186003001		

Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender document.

- ii. No Interest on EMD shall be paid.
- iii. Bids not accompanied by EMD, shall be treated as non-responsive, and will be rejected by the Bank at its discretion.
- iii. The EMD of unsuccessful Bidders shall be discharged/ returned by the Bank after award of work to successful Bidder.
- iv. The EMD of the Successful Bidder shall be returned after submission of a fresh Security Deposit/Performance Bank Guarantee by successful bidder.
- 5. Security Deposits/Performance Bank Guarantee On award of contract, the successful Bidder shall deposit/ furnish an amount of 5% (₹1.38 Lakh) of estimated value of contract in the form of a Security Deposit/retention money through NEFT to the Bank or in the form of Performance Bank Guarantee (PBG), as per format given in Annex VI, (which will be deposited/submitted at the time of letter of acceptance) towards security deposit for the due fulfillment of the contract. The Earnest Money Deposit furnished at the time of submission of tender will be returned thereafter. This security deposit/Performance Bank Guarantee shall be deposited/kept till March 31, 2027 (upon renewal of the contract, otherwise it will be refunded). No interest will be paid on Security Deposit/PBG.

All compensation or other sums of money payable by the Successful Bidder to the Bank under the terms of this Contract may be recovered from the security deposit/PBG, if the amount so permits unless the Successful Bidder deposits such amounts in cash within ten days of issue of demand notice by the Bank.

Section II

6. Scope of work and Terms & Conditions governing Contract:

- (i) Condition of Vehicle and amenities to be provided to the guest in the vehicle
 - a. Providing air-conditioned cars/SUVs/Vans (with drivers), as and when requisitioned by the Bank / by an official authorized by the Bank.
 - b. All vehicles should be in good and proper condition with neat and clean upholstery, etc. The vehicles provided to RBI should be road worthy.
 - c. The vehicles should be provided with (i) one English or Hindi daily newspaper, (ii) Two bottles of branded mineral water of 500 ml each, (iii) face tissue papers in case/pouch, (iv) first-aid box, (v) fire-extinguisher, (vi) alcohol-based hand sanitizer (minimum 70% alcohol). No extra charges will be paid for the above amenities.
 - d. The vendor must be able to provide vehicles having valid taxi permits and other statutory clearances. The vendor/ bidding firm/company shall ensure that during the tenure of the agreement the cars provided by him/them are/remain registered under Motor Vehicle Act 1988. The agencies should have valid license issued by the RTO to operate as Taxi operator/Travel Agent. 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. Documentary evidence of Taxi permits shall be provided to the Bank as and when demanded.
 - e. All protocol as prescribed by Central/State governments/Authorities with respect to COVID-19 pandemic safety measures must be strictly adhered.
- (ii) Conduct, behaviour and other conditions for the drivers
 - a. The driver must carry a placard depicting particulars of the arriving guest / officer of the Bank and be present to receive the guests at the exit point from Airport.
 - b. The drivers deployed should have good moral character and reasonable experience of driving and should be well groomed and be able to converse in

- Hindi and understand English. They should be able to attend to minor repairs of vehicles on route, in case of need.
- c. The driver should be medically fit. The driver should always maintain proper hygiene. The generally accepted instructions regarding COVID 19 precautions issued from time to time and as advised by Bank/ guest traveler may also be strictly adhered to by the driver.
- d. The driver must report for duty at specified place and time in neat and clean uniform.
- e. The driver must always be available with the car once he has reported to the guest/user officer of the Bank and the driver must comply with the orders given by the authorized officers of the Bank and must also observe the rules and regulations of the Bank regarding safety and security.
- f. The drivers/employees engaged by the vendor shall abide by the instructions given by the security officers/guards of the Bank and vehicles/persons will have to undergo security check as and when required.
- g. The driver deployed by the contactor should carry a valid driving licence when on duty, which should be produced by him if demanded by traffic personnel. Renewal of his driving licence from time to time and Police verification will be the responsibility of the contactor. The driver should follow all traffic related regulations.
- h. All the papers viz. insurance, registration, road tax, pollution control certificates, permits, valid license, etc. related to each vehicle should be readily available in each of the vehicles with drivers.
- i. The persons engaged by the vendor will be the employees of the vendor and neither the vendor nor his employees shall have any right to claim any employment in the Bank.
- j. Driver should maintain a proper record of mileage on a daily basis and get the same authenticated by the authorized user. The driver should maintain duty slips with complete details of kilometres travelled, time of reporting, time of releasing, meter readings at the time of start and end of journey 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.
- k. Besides the driver should be polite, courteous and service oriented at all times.He should provide his mobile number to the guest on demand.

(iii) Operational Conditions

- a. The vendor shall provide taxi on written or verbal instructions over phone within the time specified therein. The vendor shall also be required to provide taxi at short notice from the Bank (say within an hour in case of emergency). In case of repeated refusal to provide vehicles on our request, either verbal over phone or written, the Bank shall be free to remove the contractor from the panel of transport providers.
- b. The vendor should convey the confirmation of booking directly to the guest through e-mail/ SMS and without fail the car details i.e. car make / colour, car registration no., driver's name and his mobile number to officials of Car Desk and to the user of the car through telephone SMS at least 3 hours prior to the arrival/departure of the user.
- c. The vendor should have ability to arrange for emergency transport in case of breakdown of a vehicle provided to the Bank.
- d. 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.
- e. If the contractor is able to provide any make or model of taxi, other than those mentioned in the tender document, these may be included along with the charges under relevant category.
- f. 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.

- g. The maximum distance that can be claimed in respect of garage and point of pickup and back to garage would be restricted to 10kms each side. This would not be applicable in the case of Airport drop / pickup and Railway Station drop/pickup. As and when the office shifts to Nava Raipur, such restriction in respect of garage and point of pickup and back to garage would be till 20 kms each side.
- h. Overnight halt charges will be applicable, if duty is performed beyond 10 pm.
- i. The Tenderer shall ensure compliance with all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923 and other applicable Acts/Statutes and labour laws prevailing in the country. In the event of any liability arising on account of any breach or non-compliance with Statutory requirements by the Tenderer, the Bank will have the right to reimburse itself by way of adjustment from the Tenderer's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.
- j. The empanelled agencies shall execute an agreement, as per draft Agreement in Annex VII, with the Bank on stamped paper within one month of receipt of intimation of their empanelment by the Bank. However, the issue of letter of acceptance by the Bank shall be considered as binding Contract, as though such an agreement has been executed and all the terms and conditions shall apply. The period of first contract will be from September 01, 2024 to March 31, 2025. It may be further renewed for two years up to March 31, 2027 (One year at a time) subject to satisfactory performance review by the Bank on mutually acceptable terms and conditions. The stamp duty shall be borne and paid by the Tenderer.
- k. The rates offered by the Tenderers and accepted by the Bank, will remain valid for a period of one year, where after they may be reviewed at the time of renewal of the Contract provided any major changes occur in labour laws or Government's decision affecting fuel pricing, etc. However, this can be done only with the permission of the Regional Director, RBI, Raipur.

- I. Penalty For deficiency in services and serious inconvenience caused to the Bank and its officials or those whom the Bank directs to provide services, penalty not exceeding 25% of the estimated bill for the relevant instance may become leviable. However, the Bank will levy it only after giving due notice. In case of a dispute, an appeal may be made to the Regional Director, Reserve Bank of India, Raipur whose decision in the matter will be final.
- m. It will be the sole responsibility of the Tenderer to provide taxi (s)/vehicles as and when requisitioned (written or verbal) by the Bank including night/ early morning. Without prejudice to the above, the Tenderer will also have to make alternate arrangements in case of breakdown of his vehicle(s). In case of failure, the Tenderer will be responsible to compensate all expenses incurred in this regard. Decision of the Bank in this regard will be final and binding on the Tenderer. Such compensation may be in addition to any penalty levied under paragraph i above. Penalty and compensation, if any, will be deducted from any pending bill of the Tenderer.
- n. 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.
- 7. Settlement of dispute by Arbitration: If any dispute, differences or questions shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Raipur and only courts in Raipur shall have jurisdiction to determine the same.

8. Taxes:

- (a) The tendering firms/companies should have all applicable tax registrations (PAN, GSTIN, etc.).
- (b) The rates quoted shall be deemed to have included all taxes, custom duty, excise duty, local levies, works contract tax, Value Added Tax (VAT), service tax etc. imposed / to be imposed by Central/State Government/ Local Bodies or any other tax levied by the State Government/Central Government in future (**excluding GST**). If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank. As per the Indian laws, taxes, as applicable, will be deducted at source and a certificate for the same will be issued to the vendor.
- 9. 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".

10. Payment related conditions:

- (a) Except under cases of circumstances beyond the control of the Bank, the payment of bills will be made not later than forty-five days of production of bills complete with the supporting documents. Payments will be made through electronic mode. The empanelled vendor/s should furnish mandate/s for NEFT. The bills of MSME will governed by the applicable provisions.
- (b) 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 10 Kms each to and fro for pick-up/ drop. As and when the office shifts to Nava Raipur, such restriction in respect of garage and point of pickup and back to garage would be till 20 kms each side.
- (c) For airport drop/pick up, a fixed amount would only be paid.
- (d) The toll charges would be paid only on production of documentary evidence.
- (e) In case of airport/ railway station pickup, parking charges would be paid for period starting maximum one hour before the scheduled flight/train arrival time up to the time of leaving the airport/ railway station after the pickup of the guest.
- (f) Cushion time after 4 hours/40 kilometers and before charging higher bracket fare shall be one hour/20 Kms.

- (g) In case the contractor is not able to provide the category of car for which booking has been made by the Bank, he has to provide higher category of vehicle. However, payment will be made for the category of vehicle booked by the Bank.
- **11. Indemnification:** The vendor shall indemnify the Bank for any loss or damage caused by the driver/s deployed by the contractor that occurs to persons or building or third party during the period of contract. In absence of the above, the Bank reserves the right to recover the cost of loss or damage suffered by the Bank from the pending bill of the contractor/ Security Deposit/ Performance Guarantee.
- 12. Sexual Harassment: The vendor/Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the vendor/Agency and the vendor/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 vendor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment by the employee of the vendor is proved by the Committee. The vendor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- **13. Force Majeure:** No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of force majeure.

14. Non-disclosure:

Empaneled Vendor will not, except as authorized or required by its duties hereunder, reveal or divulge to any person or entity any information concerning the organization, business, finances, transactions or other affairs of Bank, which may come to the

contractors knowledge during the period of contract, and the vendor will keep in complete secrecy all confidential information entrusted to the vendor (including travel/ other details of the Bank's guests/ officials for whom vehicle hire services are being taken) and will not use or attempt to use any such information in any manner which may jeopardize either directly or indirectly the Bank's interests. This restriction will continue to apply after the termination of this agreement without limit in point of time but will cease to apply to information or knowledge which may come into the public domain.

The vendor 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.

15. Termination of Contract:

- i. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice of one month without assigning any reason and without payment of any compensation, if
- a. 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 refuses to implement this agreement to the Bank's satisfaction and/or
- b. the Contractor commits a breach of any terms and conditions of this agreement and/or
- c. the Contractor is adjudged an insolvent or a compromise is entered by it with its creditors or receiver is appointed of any part of the assets or property of the Contractor and/or
- d. for any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement and/or
- e. there is any variation in the ownership/partnership of the management of the Contractor or its business without the prior approval in writing of the Bank of such variation.
- ii. In case, the Contractor wants to terminate the agreement for any reason, it may do so after giving one months' prior notice.

Section III

16. Scrutiny of offers:

(a) Bidders must note that a two-stage procedure will be adopted in evaluating the bids (Technical Bid and Financial/Price Bid) with the technical evaluation being completed prior to opening of financial bids.

(b) Evaluation of Technical Bid

Technical Bids of applicants will be evaluated based on the Eligibility Criteria (Pre-Qualification Criteria) as prescribed in paragraph 1. The Bidders need to submit information/details as per proforma prescribed in Part I. The technical proposals will be evaluated by a committee constituted by the Bank.

(c) Evaluation of Financial/Price Bid

i. Part-II (Financial/Price Bid) of the online tender should contain only the service provider's quoted rates in the prescribed format. The bidder should quote price as per format prescribed in Part II as available in MSTC portal (in excel sheet).

The Bidder should ensure that all columns of the price schedule (in excel sheet to be downloaded from MSTC Portal) are duly filled and no column is left blank. After opening of the price Bid, no clarifications whatsoever shall be entertained by the Bank.

- ii. 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.
- iii. The Bank will prepare a hire rate table on the basis of the lowest rate (above the benchmark rates) quoted under each category of vehicles and each segment of travel by tenderers. The hire rate table prepared by the Bank will be offered, after opening of price bid, to all eligible bidders for their acceptance and consequent empanelment. Only such bidders among above shall be considered for empanelment who agree in

writing to work at the lowest rates (hire rate table prepared by the Bank) offered for each category of vehicle.

- iv. No terms and conditions should be indicated for the Financial Bid, otherwise the same will be treated as invalid
- v. The Bank reserves its right to divide the order between two or more tenderers.
- vi. 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 (the rates will be reviewed at the time of renewal of contract as mentioned in paragraph 6. iii. k) 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.
- vii. 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 have to be quoted separately in Part II.

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.

- v. Financial Bid should contain only the price filled in Indian Rupees.
- vi. The reasonability of rates quoted for each agency/ vendor would be compared to benchmark rates decided by the Bank. Rates quoted below the benchmark rates in any category of vehicle would be rejected. The Bank reserves the right to take decision in this regard, as it may deem fit.
- vii. The Financial/Price Bid shall be completed in all respects and duly signed and stamped by an authorized representative of the tenderer.
- viii. 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".

ix. **Right to Accept or Reject**: Bank shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof.

18. Opening of Tender

- i. Validity of offer: The application and rates quoted in the tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of the Price Bid. The aforesaid period of three months may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
- ii. The tender documents which do not comply with the terms and conditions prescribed in the tender document will be summarily rejected.
- iii. No deviations / conditions shall be stipulated by the contractor in both technocommercial and Price bids. Conditional tenders will not be accepted and will be summarily rejected.
- iv. 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.
- v. Reserve Bank may modify the Tender Document by issuing addenda/corrigenda, for any reason, and at any time. Any addenda to the Tender Document shall be part of the Tender Document. All Tenderers will be notified of the addenda to Tender through e-mail or in writing and it will be binding on them. To allow Tenderers reasonable time to take any addenda into account in preparing their proposals, the Bank will extend, if necessary, the deadline for the submission of proposal.

Note: All the tenderers may please note that any amendments / corrigendum to the tender, if issued in future, will be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper. I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Place:

Signature and seal of the Tenderer Date:

Name of Authorized signatory

Part I

(Techno-commercial Bid)

To,

The Regional Director Reserve Bank of India Human Resource Management Department Raipur - 492013

Madam,

Application for Empanelment of Car Hiring/Taxi Operator Agencies/Companies to Provide Vehicle on Call Basis to Reserve Bank of India, Raipur

Basic Information (attach a separate sheet wherever required)

1.	(a) Name of the tenderer	(a)
	(b) Address of Registered Office, with mobile number and email ID.	(b)
	(c) Address for correspondence, with mobile number and email ID.	(c)
	(d) Name of authorised officials with mobile numbers and email IDs.	(d)
2.	(a) Type/ form of organisation: (proprietorship firm/ partnership firm/ private limited/ limited company)	(a)
		(b)
	(b) Date of establishment/ incorporation	(c)
	(c) Registering authority	(0)
	(d) Registration no. and date	(d)
	(d) Negistration no. and date	
	(Enclose relevant supporting documents for a to d above)	
3.	Name/s of proprietor/ partners/directors of	
	firm/agency with designation and contact details	
4.	Annual turnover for the last 3 accounting years	
	(attach documentary proof)	
	(a) Year 2020-21	(a) ₹
	(b) Year 2021-22	(b) ₹

	(c) Year 2022-23	(c) ₹
5.	Income tax return details for last 3 years. (Attach documentary proof)	
6.	Details of work experience. (Attach documentary proof)	
7.	Banker's Solvency Certificate	Enclosed details as per Annex I
8.	PAN and GST No. (Enclose copies)	
9.	Indicate if involved in any litigation or any court cases pending relating to the service provided. (Attach a separate sheet if required)	
10.	(a) Total number of vehicles owned (Attach minimum 5 vehicle's RC copy as per requirement)	(a)
	(b) List of cars/vehicles owned with model, make, year of registration numbers supported by documentary evidence as per Annex II. (Attach separate sheets if required)	(b)
11.	Bank Account Details (IFS code, Account Number, Account Type etc.) for refund of EMD. Please enclosed copy of cancelled cheque.	Enclosed details as per Annex IV
12.	Full details of NEFT (for EMD deposited), wherever applicable.	
13.	List of existing clients along with client report/certificate (As per format at Annex III)	

Note:

- (i) Please refer paragraph 1 (Eligibility criteria) for enclosing supporting documents.
- (ii) The Bank may call for documentary evidence for and / or verify the information furnished.

Declaration:

- 1. The above information is true to the best of my/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 undertake to always supply vehicles with valid transport registration and valid

taxi permit for hire by the Bank.

4. I/We am/are conforming to the provisions of Motor Vehicles Act, 1988 as amended

from time to time and other rules/regulations formed by the Central and State

Government and the State Transport Department in respect of registration, transport,

traffic etc. as applicable from time to time. I/We shall indemnify and keep indemnified

the Bank against all losses and claims, damages or compensation for breach of these

rules/regulations.

5. 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-II** 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.

6. 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 therefor.

7. I/We undertake to obtain police verification certificate regarding the antecedents of

the persons engaged as drivers for providing Car Hiring services to the Bank

8. I/We understand that after empanelment, I/We would be under the obligation to

supply vehicles on hiring basis to the Bank at the rates agreed with the Bank.

Signature of the Tenderer:

Date:

Seal:

Name of the Tenderer:

Part II

(Financial/Price Bid)

Tender/application for Empanelment of Car Hiring/Taxi Operator Agencies/Companies to Provide Vehicle on Call Basis to Reserve Bank of India, Raipur, Chhattisgarh

Name of the tenderer/firm: -	
Address:	

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

[This is for illustrative purpose only and the Price Bid should not be submitted with Part-I Techno-commercial Bid. It should be submitted in the MSTC Online Portal under section – Price Bid in excel format (excel format may be downloaded from MSTC portal).]

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

Quotation for Hiring of Cars (Rates in Rupees ₹ per Unit)

Category I	Maruti Dzire, Etios, Honda Amaze, Hyundai Xcent & any type EV		
	in the similar category (or equivalent)		
Category II	Honda City, Hyundai Verna, Maruti Ciaz & any type EV in the		
	similar category (or equivalent)		
Category III	Innova Crysta, Innova Hycross, Tata Harrier & any type EV in the		
	similar category (or equivalent)		

*- Benchmark Rate (Exclusive of Goods and Services Tax)

For Local Duty (Travel within municipal limits of Raipur or less than 200 kms of travel)			
Duty Description	Category I	Category II	Category III
4hrs 40 kms	₹	₹	₹

	(Lot No. 1)	(Lot No. 2)	(Lot No. 3)
Benchmark Rate	₹ 1,250	₹ 2,250	₹ 1,900
Oh va OO lusa a	₹	₹	₹
8hrs 80 kms	(Lot No. 4)	(Lot No. 5)	(Lot No. 6)
Benchmark Rate	₹ 1,750	₹ 3,200	₹ 3,025
For Extra Km	₹	₹	₹
For Extra Km.	(Lot No. 7)	(Lot No. 8)	(Lot No. 9)
Benchmark Rate	₹ 11.50	₹ 23.50	₹ 17
Con Cydro Hour	₹	₹	₹
For Extra Hour	(Lot No. 10)	(Lot No. 11)	(Lot No. 12)
Benchmark Rate	₹ 115	₹ 225	₹ 175

For Outstation Duty (Cumulative distance beyond 200 kms and travel outside the municipal limits of Raipur)			
Duty Description	Category I	Category II	Category III
	(minimum	(minimum	(minimum
	running 300	running 250	running 250
	km)	km)	km)
Per KM	₹	₹	₹
	(Lot No. 13)	(Lot No. 14)	(Lot No. 15)
Benchmark Rate	₹ 14.50	₹ 24.50	₹ 21.50
For Extra KM	₹	₹	₹
	(Lot No. 16)	(Lot No. 17)	(Lot No. 18)
Benchmark Rate	₹ 14.50	₹ 24.50	₹ 21.50
Overnight Charges	₹	₹	₹
	(Lot No. 19)	(Lot No. 20)	(Lot No. 21)
Benchmark Rate	₹ 250	₹ 300	₹ 250

For pickup/drop to Airport/Railway Station, Raipur			
Duty Description	Category I	Category II	Category III

From/To Airport– Old Raipur	₹	₹	₹
	(Lot No. 22)	(Lot No. 23)	(Lot No. 24)
Benchmark Rate	₹ 775	₹ 1,275	₹ 1,500
From/To Airport– Naya Raipur	₹	₹	₹
	(Lot No. 25)	(Lot No. 26)	(Lot No. 27)
Benchmark Rate	₹ 975	₹ 1,675	₹ 1,900
From/To Railway Station– Old Raipur	₹	₹	₹
	(Lot No. 28)	(Lot No. 29)	(Lot No. 30)
Benchmark Rate	₹ 750	₹ 1,150	₹ 1,500
From/To Railway Station– Naya Raipur	₹	₹	₹
	(Lot No. 31)	(Lot No. 32)	(Lot No. 33)
Benchmark Rate	₹ 950	₹ 1,550	₹ 1,900

For outside locations within Chhattisgarh (From Ambikapur and Korba Railway station)			
Duty Description	Category I	Category II	Category III
4hrs 40 kms	₹ (Lot No. 34)	₹ (Lot No. 35)	₹ (Lot No. 36)
Benchmark Rate	₹ 800	₹ 1,000	₹ 1,200
8hrs 80 kms	₹ (Lot No. 37)	₹ (Lot No. 38)	₹ (Lot No. 39)
Benchmark Rate	₹ 1,977	₹ 2,100	₹ 2,577

For Extra Km.	₹	₹	₹(I
	(Lot No. 40)	(Lot No. 41)	(Lot No. 42)
Benchmark Rate	₹ 11	₹ 12	₹ 16
For Extra Hour	₹	₹	₹
FOI EXIIA HOUI	(Lot No. 43)	(Lot No. 44)	(Lot No. 45)
Benchmark Rate	₹ 70	₹ 100	₹ 125
Overnight Charge	₹	₹	₹
Overnight Charge	(Lot No. 46)	(Lot No. 47)	(Lot No. 48)
Benchmark Rate	₹ 250	₹ 400	₹ 700

Particulars of Tax	Rate (percentage)
GST	

^{*} For Long Distance travel, minimum running will be as indicated above against respective vehicles.

- i. If the service provider is able to provide any other make or model of taxi, the same may be included along with the charges under each category. In any case, if the service provider provides higher category vehicle on his own, he will be paid according to the rates approved for category of cars for which booking has been made.
- ii. For airport drop/pick up, railway station drop/pick up, a fixed amount would only be paid. No extra charges would be paid.
- iii. Quoted rates should be all inclusive but exclusive of GST (no extra charges or taxes would be paid unless specified otherwise in this document).
- iv. 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 10 Kms each side (to and fro) and bill will be paid for actual distance or 10 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.

v. The cost of item prescribed in paragraph 6. (c) of scope of work (mineral water

bottles, face tissue papers, first aid box and newspapers etc in the vehicle) would not

be paid extra.

vi. For Airport/Railway pick up duty, the parking charges (from upto 1 hour before

scheduled/ actual flight/train arrival time till after pick up of guest) will be paid on

production of original bills/receipts.

vii. The toll charges would be paid only on production of documentary evidence.

viii. The rates quoted by individual vendor under each category of vehicles and

for each kind of use will be analyzed for the lowest rates among vendors and

shall not form the basis for the empanelment. Further, the minimum rates (above

the benchmark rates) for each category/use quoted by the vendors will be

offered to all other eligible vendors for acceptance and consequent

empanelment.

ix. Cushion time after 4 hours/40 kilometers and before charging higher bracket fare

shall be one hour/20 Kms.

x. The reasonability of rates quoted for each agency/ vendor would be compared to

benchmark rates decided by the Bank. Rates quoted below the benchmark rates

would be rejected. The Bank reserves the right to take decision in this regard, as it

may deem fit. The benchmark rates fixed by the Bank would be read out before the

opening of the Price bids.

SIGNATURE OF TENDERER

SEAL

DATE:

PLACE:

<u>Draft FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED</u> <u>BANK</u>

(This should be enclosed with tender)

This	is	to	certify	that	to	the	best	of	our	knowle	dge	and	informa	ation
M/s										ł	naving	3	address	as
repro	duc	ed b	elow, a	custor	ner d	of our	Bank	are/is	s resp	ectable	and	can b	oe treate	d as
good	fo	or	any e	engage	men	nt u	p to	а	limit	t of	₹		(Rup	oees
							.). Th	is c	ertific	ate is	issu	ued '	without	any
guara	nte	e or	respons	sibility o	on th	ie Bai	าk or a	ny of	the o	fficers.				

(Signature) For the Bank

Note:

- 1. Bankers' certificates should be on letter head of the bank and addressed to Regional Director, HRMD, Reserve Bank of India, Raipur.
- 2. In case of successful Bidder being partnership firm, certificate to include names of all partners as recorded with the Bank.

Annex II

List of owned cars/vehicle

S.N.	Name of Car/Vehicle	Model	Year of Manufacturing	Registration No.	Whether Car is registered as Commercial Vehicle in RTO (Yes/No)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Note: Attach copies of Registration Certificates (RC)/ books of cars

Annex III

Work Experience

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

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

Bank details of Bidder

Name of the Bidder:	Name	of	the	Bidder:
---------------------	------	----	-----	---------

Address (in full):

1	Name of the Account Holder (as appearing in the Bank Account)	
2	Account Number	
3	Type of Account (Savings, Current etc.)	
4	PAN Number	
5	Name of the bank	
6	Name of the Branch	
7	Address of the bank	
8	IFSC Code	

Note: Enclose copy of cancelled cheque.

Declaration

I/We solemnly hereby declare that:

- a) The firm/company is not involved in illegal activities or financial frauds. There are no cases with the Police/ Court/ Regulatory authorities against the bidder.
- b) The firm/company has not been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- c) The firm/company has not been suspended / delisted / disqualified by any organization including Reserve Bank of India / Reserve Bank Staff College, on any grounds.
- d) The firm/company has not rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The firm/company shall give details of all disputes it had with its clients and furnish the status thereof.

Proforma of Bank Guarantee for Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

To The Regional Director	Date: Place
Reserve Bank of India Human Resource Management Department Raipur - 492013	
Madam,	
Bank Guarantee for performance security deposit - Empanel	ment of Car
Hiring/Taxi Operator Agencies/Companies to Provide Vehicle on	Call Basis to
Reserve Bank of India, Raipur	
WHEREAS	
WHEREAS Reserve Bank of India, having its Central Office at Shahid Road, Mumbai, (hereinafter called "the RBI") and its Regional Office at Noad, Sundar Nagar, Raipur, Chhattisgarh (hereinafter referred to awarded the Contract for the captioned project (hereinafter called the M/s (Name of the Contractor) (hereinafter called Contractor" which expression shall include its successors and assigns).	Mahadev Ghat as RBI) has "Contract") to d " the said
AND Whereas the Contractor is bound by the said Contract to sub	omit to RBI a
Performance Security for a total amount of ₹ (Rupe	
only) (Amount in figures ar	· ·
the due fulfilment by the said contractor of the terms and conditions co	
contract. We,(Name of the Bank), (hereinafter calle	d "the Bank"),
at	
the request of M/s, the contractor, do hereby und	dertake to pay
to the RBI an amount not exceeding Rs as Perform	mance
Guarantee for due fulfilment of the terms and conditions of the contract	
NOW THIS GUARANTEE WITNESSETH	
1. We (Name of the Bank) do hereby agree with and undertake Successors, Assigns that in the event of the RBI coming to the concl	

Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor, we shall on demand by the RBI, pay without demur to the RBI,

a sum of Rs.............. (Rupees------ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs............ (Rupees------ only).

- 2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees----- only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
- 3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
- 4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.
- 5. Any notice by way of demand or otherwise hereunder may be sent by special courier, mail, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

We hereby further agree that -

- a) Any forbearance, act or omission on the part of the RBI in enforcing any the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs....... (Rupees only).
- b) Our liability under these presents shall not exceed the sum of Rs...... (Rupees only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to ----- provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee
- f) Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
- g) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against

us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the
day of (Month) (Year) being herewith duly authorized. For and on behalf of (Name of the Bank) Signature of authorized Bank official
Name:
Designation:
Stamp/ Seal of the Bank
Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:
Witness 1
Signature
Name
Address
Witness 2
Signature
Name
Address

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

Draft Articles of Agreement

ARTI	CLES OF	AGREE	MEN	Γ made at R	aipur	on this	S		day o	of	
betw	een the R	eserve Ba	ank of	India, Raipur	Reg	ional Of	fice, l	naving	j its Ce	entral C	Office
at Mu	ımbai (he	reinafter c	alled	"the Bank") w	hich	express	ion s	hall ur	nless r	epugna	ant to
the	context	include	his	successors	in	office	on	the	one	part	and
(prop	rietorship	/partnersh	nip firn	n/ Company/A	gen	cy), inco	rpora	ted un	der the	e provis	sions
of th	e Compai	nies Act ((in ca	se of a Com	pany) and h	aving	its re	egister	ed offic	ce at
				_ (hereinafte	r call	led "the	Cont	ractor	") repr	esente	d by
Shri/	Smt		who i	s authorized	to e	nter this	agre	eemer	nt by i	ts Boa	rd of
Direc	tors which	ch expres	ssion	shall include	its/	his suc	cesso	ors, a	ssigns	and	legal
repre	sentative	on the oth	ner pa	ırt.							

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 (Section I, Section II, Section III, annexures and amendments thereof)]. AND WHEREAS the said specifications and the scope of work [as detailed in Tender documents (Section I, Section II, Section III, 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 (Section I, Section II, Section III, 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 (Section I, Section II, Section III, annexures and amendments thereof) at the respective rates therein set

forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

Definitions

In this Agreement, unless the context requires:

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

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

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

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

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

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

"Services" means the services of a chauffeur-driven Vehicle starting from the Pick-up Time at the Pick-up Address.

"Unacceptable Behaviour" means not wearing a seat-belt, not opening or closing doors for the guest (this must be done by the chauffeur),, smoking in the Vehicle, being under the influence of alcohol or under the influence of or in possession of any illegal substance, talking over mobile phone while driving, being 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 drive.

"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.

"Outstation" travel means a minimum travel of 200 kms and beyond the municipal limits of Raipur.

"Local Travel" means travel within municipal limits of Raipur or less than 200 kms of travel.

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.

AND WHEREAS the parties have agreed to enter into an agreement herein contained.

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

- (1) This Agreement is effective from **September 01, 2024** and shall remain valid up to **March 31, 2025**. It may be further renewed for two years up to March 31, 2027 (One year at a time) subject to satisfactory performance.
- (2) The stamp duty shall be borne and paid by the Tenderer. The Agreement shall be executed in duplicate. The Bank shall retain the original and hand over the duplicate copy to the Contractor.
- (3) The rates offered by the Tenderers and accepted by the Bank, will remain valid for a period of one year, where after they may be reviewed at the time of renewal of the Contract provided any major changes occur in labour laws or Govt. decision affecting fuel pricing, etc. However, this can be done only with the permission of the Regional Director, RBI, Raipur.
- (4) The Tender Document shall form part and parcel of this Agreement and integral part of this agreement. The Contractor shall comply with all the terms and conditions of the tender documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following:
- (5) The Contractor shall deposit/ furnish an amount of 5% (₹ 1,38,000/-) of estimated value of contract in the form of a Security Deposit/retention money through NEFT to the Bank or in the form of Performance Bank Guarantee (PBG), as per format given in Annex VI of the Tender Document, (which will be deposited/submitted at the time of letter of acceptance) towards security deposit for the due fulfillment of the contract. This security deposit/Performance Bank Guarantee shall be deposited/kept till March

31, 2025 (upon renewal of the contract, otherwise it will be refunded). No interest will be paid on Security Deposit/PBG.

All compensation or other sums of money payable by the Successful Bidder to the Bank under the terms of this Contract may be recovered from the security deposit/PBG, if the amount so permits unless the Successful Bidder deposits such amounts in cash within ten days of issue of demand notice by the Bank.

- (6) 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.
- (7) 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.

(8). Scope of work and Terms & Conditions governing Contract:

- (i) Condition of Vehicle and amenities to be provided to the guest in the vehicle
 - f. Providing air-conditioned cars/SUVs/Vans (with drivers), as and when requisitioned by the Bank / by an official authorized by the Bank.
 - g. All vehicles should be in good and proper condition with neat and clean upholstery, etc. The vehicles provided to RBI should be road worthy.
 - h. The vehicles should be provided with (i) one English or Hindi daily newspaper, (ii) Two bottles of branded mineral water of 500 ml each, (iii) face tissue papers in case/pouch, (iv) first-aid box, (v) fire-extinguisher, (vi) alcohol-based hand sanitizer (minimum 70% alcohol), No extra charges will be paid for the above amenities.
 - i. The Contractor must be able to provide vehicles having valid taxi permits and other statutory clearances. During the tenure of the agreement the cars provided by him/them are/remain registered under Motor Vehicle Act 1988. The Contractor should have valid licence issued by RTO to operate as taxi operator

in Chhattisgarh. 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. Documentary evidence of Taxi permits shall be provided to RBI as and when demanded.

- j. All protocol as prescribed by Central/State governments/Authorities with respect to COVID-19 pandemic safety measures must be adhered to strictly.
- (ii) Conduct, behaviour and other conditions for the drivers
 - The driver must carry a placard depicting particulars of the arriving guest /
 officer of the Bank and be present to receive the guests at the exit point from
 Airport.
 - m. The drivers deployed should have good moral character and reasonable experience of driving and should be well groomed and be able to converse in Hindi and understand English. They should be able to attend to minor repairs of vehicles on route, in case of need.
 - n. The driver should be medically fit. The driver should always maintain proper hygiene and necessary protocol regarding COVID 19 precautions. The generally accepted instructions regarding COVID 19 precautions issued from time to time and as advised by Bank/ guest traveler may also be strictly adhered to by the driver.
 - o. The driver must report for duty at specified place and time in neat and clean uniform.
 - p. The driver must always be available with the car once he has reported to the guest/user officer of the Bank and the driver must comply with the orders given by the authorized officers of the Bank and must also observe the rules and regulations of the Bank regarding safety and security.
 - q. The drivers/employees engaged by the vendor shall abide by the instructions given by the security officers/guards of the Bank and vehicles/persons will have to undergo security check as and when required.

- r. The driver deployed by the contactor should carry a valid driving licence when on duty, which should be produced by him if demanded by traffic personnel. Renewal of his driving licence from time to time and Police verification will be the responsibility of the contactor.
- s. All the papers viz. insurance, registration, road tax, pollution control certificates, permits, valid license, etc. related to each vehicle should be readily available in each of the vehicles with drivers.
- t. The persons engaged by the vendor will be the employees of the vendor and neither the vendor nor his employees shall have any right to claim any employment in the Bank.
- u. Driver should maintain a proper record of mileage on a daily basis and get the same authenticated by the authorized user. The driver should maintain duty slips with complete details of kilometres travelled, time of reporting, time of releasing, meter readings at the time of start and end of journey 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.
- v. Besides the driver should be polite, courteous and service oriented at all times. He should provide his mobile number to the guest on demand.

(iii) Operational Conditions

- a. The vendor shall provide taxi on written or verbal instructions over phone within the time specified therein. The vendor shall also be required to provide taxi at short notice from the Bank (say within an hour in case of emergency). In case of repeated refusal to provide vehicles on our request, either verbal over phone or written, the Bank shall be free to remove the contractor from the panel of transport providers.
- b. The vendor should convey the confirmation of booking directly to the guest through e-mail/ SMS and without fail the car details i.e. car make / colour, car registration no., driver's name and his mobile number to officials of Car Desk and to the user of the car through telephone SMS at least 3 hours prior to the arrival/departure of the user.

- c. The vendor should have ability to arrange for emergency transport in case of breakdown of a vehicle provided to the Bank.
- d. 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.
- e. If the contractor is able to provide any make or model of taxi, other than those mentioned in the tender document, these may be included along with the charges under relevant category.
- f. 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.
- g. The maximum distance that can be claimed in respect of garage and point of pickup and back to garage would be restricted to 10 kms each side. This would not be applicable in the case of Airport drop / pickup and Railway Station drop/pickup.
- h. Overnight halt charges will be applicable, if duty is performed beyond 10 pm.
- i. The Contractor shall ensure compliance with all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923 and other applicable Acts/Statutes and labour laws prevailing in the country. In the event of any liability arising on account of any breach or non-compliance with Statutory requirements by the Contractor, the Bank will have the right to reimburse itself by way of adjustment from the Contractor's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.
- j. Penalty For deficiency in services and serious inconvenience caused to the Bank and its officials or those whom the Bank directs to provide services, penalty not exceeding 25% of the estimated bill for the relevant instance may

become leviable. However, the Bank will levy it only after giving due notice. In case of a dispute, an appeal may be made to the Regional Director, Reserve Bank of India, Raipur whose decision in the matter will be final.

- k. It will be the sole responsibility of the Contractor to provide taxi (s)/vehicles as and when requisitioned (written or verbal) by the Bank including night/ early morning. Without prejudice to the above, the Contractor will also have to make alternate arrangements in case of breakdown of his vehicle(s). In case of failure, the Contractor will be responsible to compensate all expenses incurred in this regard. Decision of the Bank in this regard will be final and binding on the Contractor. Such compensation may be in addition to any penalty levied under paragraph I above. Penalty and compensation, if any, will be deducted from any pending bill of the Tenderer.
- I. The Contractor 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.
- 7. Settlement of dispute by Arbitration: If any dispute, differences or questions shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Raipur and only courts in Raipur shall have jurisdiction to determine the same.

8. Taxes:

(a) The Contractor should have all applicable tax registrations (PAN, GSTIN, etc.).

(b) As per the Indian laws, taxes, as applicable, will be deducted at source and a certificate for the same will be issued to the vendor.

9. Payment related conditions:

- (a) Except under cases of circumstances beyond the control of the Bank, the payment of bills will be made not later than forty-five days of production of bills complete with the supporting documents. Payments will be made through electronic mode. The Contractor should furnish mandate for NEFT. The bills of MSME will governed by the applicable provisions.
- (b) 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 10 Kms each to and fro for pick-up/ drop.
- (c) For airport drop/pick up, a fixed amount would only be paid.
- (d) The toll charges would be paid only on production of documentary evidence.
- (e) In case of airport/ railway station pickup, parking charges would be paid for period starting maximum one hour before the scheduled flight/train arrival time up to the time of leaving the airport/ railway station after the pickup of the guest.
- (f) Cushion time after 4 hours/40 kilometers and before charging higher bracket fare shall be one hour/20 Kms.
- (g) In case the contractor is not able to provide the category of car for which booking has been made by the Bank, he has to provide higher category of vehicle. However, payment will be made for the category of vehicle booked by the Bank.
- **10. Indemnification:** The Contractor shall indemnify the Bank for any loss or damage caused by the driver/s deployed by the contractor that occurs to persons or building or third party during the period of contract. In absence of the above, the Bank reserves the right to recover the cost of loss or damage suffered by the Bank from the pending bill of the contractor/ Security Deposit/ Performance Guarantee.
- 11. Sexual Harassment: The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place

(Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the Contractor shall ensure appropriate action under the said Act in respect to the complaint". Any complaint of sexual harassment from any aggrieved employee of the vendor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment by the employee of the Contractor is proved by the Committee. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

12. Force Majeure: No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of force majeure.

13. Non-disclosure:

The Contractor will not, except as authorized or required by its duties hereunder, reveal or divulge to any person or entity any information concerning the organization, business, finances, transactions or other affairs of Bank, which may come to the contractors knowledge during the period of contract, and the Contractor will keep in complete secrecy all confidential information entrusted to the Contractor (including travel/ other details of the Bank's guests/ officials for whom vehicle hire services are being taken) and will not use or attempt to use any such information in any manner which may jeopardize either directly or indirectly the Bank's interests. This restriction will continue to apply after the termination of this agreement without limit in point of time but will cease to apply to information or knowledge which may come into the public domain.

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.

14. Termination of Contract:

- i. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice of one month without assigning any reason and without payment of any compensation, if
- a. 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 refuses to implement this agreement to the Bank's satisfaction and/or
- b. the Contractor commits a breach of any terms and conditions of this agreement and/or
- c. the Contractor is adjudged an insolvent or a compromise is entered by it with its creditors or receiver is appointed of any part of the assets or property of the Contractor and/or
- d. for any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement and/or
- e. there is any variation in the ownership/partnership of the management of the Contractor or its business without the prior approval in writing of the Bank of such variation.
- ii. In case, the Contractor wants to terminate the agreement for any reason, it may do so after giving one months' prior notice.
- 15. All details in the Tender Document and agreement are subject to amendment/change at the option of the Bank subject to emergent situation in view of COVID-19 pandemic.

DECLARATION

I/we hereby declare that I/we have read and understood all the above instructions/ conditions and the same will remain binding upon me/us.

This letter will form part of contract documents and contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

IN WITNESSES THEREOF, the employer has set its hands to these presents through its duly authorised official and the contractor has caused these presents and the said duplicate thereof, to be executed on its behalf, the day and year first herein above written.

SIGNED AND DELIVERED BY

for the Contractor India

for Reserve Bank of

Human Resource Management Department

Seal

In the presence of In the presence of

Name and address

1. Name and address