

OFFER LETTER

(TECHNICAL BID)

(Please send this duly filled/signed in a separate sealed envelope to the Liaison Officer, State Bank of India, Local Head Office, Patna, 1st Floor, West Gandhi Maidan, Patna superscribing the envelope "TECHNICAL BID FOR HIRING OF **"TOYOTA INNOVA HYCROSS GX(O) PETROL, 7STR AT, BS 6, COLOR- SUPER WHITE AC Cars"**).

I. Minimum Eligibility Criteria

1	Name & full address of the applicant with Telephone No./Landline/Mobile	
2	Photocopy of PAN NO. (self-attested)	
3	GSTIN Registration (self-attested)	
4	Minimum 3 years (continuous) experience in providing commercial registered Sedan vehicles to commercial institution(s)-in Bihar supporting evidence to be enclosed.	
5	Details of Draft enclosed (as mentioned in para IV of other terms and conditions)	

Other Preferable Criteria

- i) Registration as an approved travel agency with the State/Central Govt.
- ii) Recognition from Bihar Govt./Central Govt. (Evidence to be enclosed)
- iii) The minimum annual turnover of the agency/company should not be less than Rs. 1.00 cr. (Supported by Audited balance sheet/Certificate by CA)
- iv) The agency should have one of its offices/branches in Patna or anywhere in the State of Bihar.

II. Other terms and conditions

- i. I/We shall make available/provide 01 (One) commercial registered vehicles **"TOYOTA INNOVA HYCROSS GX(O) PETROL, 7STR AT, BS 6, COLOR- SUPER WHITE AC Cars"** to State Bank of India, Local Head Office, Patna for 3 years on monthly rental basis within 15 days from the date of acceptance of my offer by the Bank.
- ii. The vehicle should be registered as commercial vehicles. It should not be more than Six (6) months older and should not have run more than 10,000 Km at time of contract and also during the contract period. As soon as 10,000 Km are over, new vehicle shall be provided.
- iii. (a) The service provider shall take comprehensive insurance with third party unlimited liability risk of the vehicles detailed for the user department requirement. User shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of contractor's vehicle by user.

(b) Photocopies duly attested by authorized signatory in respect of at least 5 existing vehicles registered in the name of my/ own travel agency.

- iv. The Hiring Charges should be specified (exclusive of GST), as per the format of commercial proposal. Toll Tax, Octroi, Parking Charges and other statutory levies, if any, paid during the journey would be billed on actual.
- v. The hiring charges will be inclusive of fuel cost, lubricants, spare parts, maintenance, salary of the drivers/staff, payments of insurance/road/state taxes/permit/certificate etc.
- vi. The vehicles provided by the service provider should have valid Registration Certificate, Full comprehensive insurance to cover third party and occupants, fitness certificate, PUC, Road Tax, permit and any other relevant permits/licenses essentially required by the RTO and any other statutory bodies for the operations of the vehicles, and must be revalidated before the expiry of the due date during the tenure of the contract period.
- vii. In the event of any break-down, servicing and repairs of vehicles, the service provider at his own cost shall make alternate arrangement by providing similar class of vehicle for which agreement is entered into. Failure to do so will evoke penalty clause as stipulated in the offer letter.
- viii. The user department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as service provider shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present and as may be enforced from time to time for which user departments would not be liable/responsible in any manner whatsoever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the service provider only and user/user departments will not be liable in any manner.
- ix. The service provider shall ensure that the vehicles deployed by him are maintained well, cleaned thoroughly both internally and externally, boot kept clear off dust, rubbish, oil and any personal belongings of the driver. Adequate spares such as bulbs, belts, spare tyres etc in good condition shall be kept in the vehicles at all times along with toolkit for use, if necessary. Also, all vehicles should have an emergency medical kit, Fire Extinguisher, Hand Sanitizer, Packaged drinking water and Napkins with Napkin Holder.
- x. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act 1961 etc. as applicable from time to time. The employees of the service provider shall not be deemed to be employees of the user department hence the compliance of the applicable acts laws will be the sole responsibility of the service provider.
- xi. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.
- xii. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle will be provided by Service provider without any extra charges.

- xiii. The cars deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department. The service provider has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speed, rash driving, and driving vehicle without brakes/defective brakes or even driving vehicle during late hours and avoid recruiting "old enough" drivers on duty.
- xiv. Separate log book will be maintained for vehicle, which will be signed by the authorized signatory of the user department. Before car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during office hours and after completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the administration of the user department. On the basis of vehicle's log book, the service provider shall prepare monthly bills. enclosing therewith a consolidated statement of vehicle's monthly running and original copies of log book.
- xv. The service provider shall provide at his own cost proper uniform and badges as per MOTOR VEHICLES RULES, 1993 (amended upto date)* and photo identity cards to the drivers. The service provider shall be responsible for the acts and deeds of drivers of the vehicles including following:
 - a. The drivers/staff of the vehicles deployed for user department duties should be non-smoker, nor user of any tobacco, maintain polite & courteous behavior towards users as well as to staff.
 - b. Driver must possess a working mobile phone whose number should be given to user by service provider.
 - c. Driver should have valid commercial driving license.
 - d. Driver's uniform should be neat & clean, preferably in white.
 - e. The driver should not be under influence of liquor or any other intoxicants like pan/tobacco while on duty. In the event of such happenings, the driver will have to be removed from services and any damages caused by such contractor's employees will be totally borne by the contractor.
 - f. Any complaint from the users/staff of the user department with respect to their behavior/ uniform will be viewed seriously and it will be brought to the notice of the service provider, who shall take suitable action.
- xvi. A logbook of each instance of violation of contractual obligations by the vendor as mentioned in Appendix-1 shall be maintained online. Every violation shall attract penalty as mentioned against each obligation in Appendix-I. Before imposing a penalty, the user department will provide 03 days prior notice to the vendor to make its representation. On completion of 03 day's notice period that penalty what so ever becomes payable the same shall be deducted by the user department its due to the vendor.
- xvii. The service provider shall submit his monthly bills in triplicate towards the service rendered on the previous month to the user. Payment shall be effected by credit into the bank account of the service provider through ECS/RTGS within 15 days from the date of receipt of bills with all corrected supporting documents, complete in all respect. The service provider will have to intimate the bank account number and other details of the bank to enable the user department to credit the payment directly into the account. The monthly bill submitted by the service provider must in variably contain the certification that all provisions of applicable labour laws have been complied by them.

- xviii. User department shall pay the vendor all amounts on an invoice, that are not the subject of a bona fide dispute, within 15 days after department's receipt of a valid invoice that complies in all material respects in terms of this Agreement; the payment shall be subject to any deductions such as penalties, statutory deduction etc.

Vender must submit PF, ECS and Account statements of all drivers before submission of documents for the monthly payment of next month in continuation.

For other state the relevant Motor Vehicle Rules of that state will be applicable.

- xix. Further, the following terms & conditions as given below are acceptable to me/us.
- (a) In case of monthly servicing etc. an alternative will be made by me/us and information regarding servicing will be given to the official well in advance for avoiding dislocation of work.
 - (b) The Bank will have absolute discretion to terminate arrangement without notice.
 - (c) The cars to be provided to the bank on rent will remain under my/ our ownership and legal possession.
 - (d) Agreement will be executed by me/us on such terms and conditions at my/our cost as may be required by the Bank.
 - (e) The Bank shall have no relationship with the driver as master and servant.
 - (f) On surrender of vehicle by the user, the vehicle shall be reported to Liaison department at LHO.

III. Penalties for Non-Compliance of Service Level Agreement:

Penalties will be levied on the service provider for the violation of Service Level Agreement of the contract as mentioned below:

1. Major Penalties: The following incidents will be considered as major penalties and will attract immediate termination of the services for their non-compliance:

SI No	Major Incident
1	No Valid Registration papers of the vehicles
2	No Valid Comprehensive Insurance
3	No Valid Pollution Under Control (PUC) Certificate
4	Odometer Tampering and Odometer not working
5	Tampering with Log Book

2. Other Penalties:

SI No	Service Legal Agreement	Penalties for Non-Compliance		
1	Back Up Vehicle - To be provided within 30 minutes	In case of default the transporter must reimburse taxi charges claimed by the employee		
		1st Offence (in Rs.)	2nd Offence (in Rs.)	3rd Offence (in Rs.)
2	Fire Extinguisher missing	100/-	200/-	500/-
3	First Aid Box missing	100/-	200/-	500/-
4	Tool Kit missing	100/-	200/-	500/-
5	Mobile with Driver missing/not functioning	200/-	400/-	1000/-
6	Driver Missing without information	500/-	1000/-	Contract Terminated

7	Driver without valid License	200/-	500/-	Driver Terminated
8	Vehicle without proper documentation	200/-	500/-	Driver Terminated
9	Driver without Uniform	100/-	200/-	300/-
10	Uniform not washed everyday	100/-	200/-	300/-
11	Vehicle delayed beyond 10 minutes and up to 30 minutes at 1st pick up	200/-	400/-	1000/-
12	Vehicle delayed beyond 30 minutes	Rs. 1500/- or user can hire another vehicle (taxi) and the Service provider must reimburse taxi charges claimed by the user on actual.		
13	Misbehavior with staff	1000/-	Driver Terminated	
14	Exterior and interior, including seat covers, floor mattresses, dash board, windows not clean	100/-	200/-	500/-
15	Re-fuelling while pickup/ drop	200/-	500/-	1000/-
16	Driver found under the influence of Alcohol or any other intoxication substance	Driver Terminated		
17	Driver smoking while driving	500/-	1000/-	Driver Terminated
18	Driver engaged in distracting conversation or loud music or take calls while driving	200/-	500/-	1000/-
19	A/C not working	500/-	1000/-	2000/-
20	Over speeding	200/-	500/-	1000/- plus driver Terminated

iv. Bank Draft for Rs. 75,000/- as earnest money enclosed. Details are given below.

Bank Name	Issuing Branch name	Date	Amount

v. I/We also agree that the amount of EMD will be retained as Security Deposit for the successful bidder.

Signature of applicant

Name of applicant :

Designation :

Name of the Firm :