

LIAISON DEPARTMENT CORPORATE CENTRE STATE BANK BHAVAN NARIMAN POINT MADAME CAMA ROAD MUMBAI 400 021

<u>TENDER FOR AVAILING THE SERVICE OF CAR HIRING</u> <u>AGENCIES/COMPANIES FOR PROVIDING CARS ON MONTHLY HIRE</u> <u>BASIS FOR THE BANK'S EXECUTIVES/OFFICERS</u>

Tender No. LD/2017-18/2 & Dated 22/02/2018

Important Dates:

Opening date of Tender Documents	22/02/2018
Last date for submission of Tender Documents	15/03/2018 (5 PM)
Date of Pre-bid meeting	05/03/2018 (3 PM)
Date of opening of Technical Bid	16/03/2018 (3 PM)
Estimated Date of opening of Financial Bid (Through	23/03/2018 (3 PM)
e-tendering)	

Address for Communication.

State Bank of India, Corporate Centre, Liaison Department, Mezzanine Floor, Madame Cama Road, Nariman Point, Mumbai-400021

Phone No. 022/22740050 E-mail ID. cm.liaisoncc@sbi.co.in Fax No. 022/22740060

INVITATION TO BID

State Bank of India at its Corporate Centre, Nariman Point, Mumbai invites applications from car hiring agencies /companies for the purpose of providing approximately 335 brand new cars (Purchased as first hand on or after 01/03/2018) with 'RENT A CAR' permit (with Black number plates) on hire for use by the Bank's Executives at its Corporate Centre, Mumbai on monthly hiring basis, for a period of 36 months (3 years).

2. The number of cars required by the Bank as mentioned above is the approximate number and the Bank, at its absolute discretion may increase or reduce the number of cars at any time as per the actual requirement of the Bank.

3.

i. Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.

ii. All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document.

iii. Bank reserves the right to change the dates mentioned in this Tender document, which will be communicated to the bidders.

iv. The information provided by the bidders in response to this Tender document will become the property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this Tender and all amendments will be advised to the bidders and such amendments will be binding on them.

DISCLAIMER

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this Tender invitation is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender invitation does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender documents. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

MAKE AND MODELS OF THE CAR REQUIRED BY THE BANK

- 1. TOYOTA ALTIS JS MT 4A (Petrol) approx. 69 CARS (CHAMPANGNE METALLIC Colour)
- 2. MARUTI CIAZ ALPHA (Petrol) -- approx. 266 CARS (PEARL SNOW WHITE Colour)

All the cars to be provided will be brand new cars (Purchased as first hand on or after 01/03/2018) as per the car models specified & colours specified above.

Note: a) In the final order, there may be a variation of + / - (Plus / Minus) 10% in the figure mentioned for the car requirement for DGM's i.e. 266

b) In the final order, there may be a variation of + / - (Plus / Minus) 10% in the figure mentioned for the car requirement of GM's i.e. 69 cars

c) The car requirement covers, Corporate Centre, GITC Belapur and LHO, BKC, Mumbai. Accordingly the empanelled agencies will have to enter into three separate agreements with the three offices.

CALCULATION OF CHARGES

- 1. The applicants have to quote the amount for the fixed monthly charges (Including driver and maintenance), per car.
- 2. Fuel charges toll/parking charges will be paid extra as per the actual and duly certified by the executive.
- 3. The applicant agencies will have to quote the mileage separately for both the cars, for the purpose of claiming fuel charges i.e. total kilo meter / per litre. For the final calculation, weightage will be given to fixed monthly charges and mileage in the following percentage:

Monthly charges= 70%Mileage= 30%

For the purpose of reimbursement of fuel charges, Bank will consider petrol price based on the average price each month, as the price change is on daily basis.

- 4. The variable charges to be paid have been fixed by the bank, which will be common for all the empanelled agencies. The variable charges shall be calculated as under:
- a. Extra hour charges Rs.100/- per hour, over & above the fixed limit of 12 hours. The overtime will be payable by Bank only after / beyond 12 hours. The duration of 12 hours duration can be in three slots from i.e. from 7 AM to 7 PM, 8 AM to 8 PM and 9 Am to 9 PM or as determined by the Bank uniformly or individually depending upon the convenience of the executive.
- b. Sundays/national holidays-Rs.500/- per day (reliever charges)
- c. Night retention charges-Rs.500/- per night beyond 12.00 Midnight.
- d. Outstation beyond Mumbai agglomeration limit being Virar, Kalyan, Panvel charges -Rs.950/- per night.
- e. However only one allowance will be paid to the driver i.e. overtime / night charges / outstation charges.

ELIGIBILITY CRITERIA / PREQUALIFICATION:

- 1. The bidder should not have been blacklisted by any Govt. / PSU / Banks for corrupt or fraudulent practices or non-delivery or non-performance during the last three years as on the date of issuance of tender.
- 2. Disclaimer certificate / undertaking in this regard is to be submitted on company's letter head by the agencies.
- 3. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.
- 4. The Agency / Company should be duly registered under the Shops & Establishments Act and/or any other applicable laws and conform to all such rules of RTO & policies / rules of the state government.
- 5. The Agency / Company should be registered for the purpose of GST as applicable.
- 6. The Agency / Company should be an assesse of Income Tax and should have valid PAN number.
- 7. The Agency / Company should be in business of hiring of cars for the last 3 years. The relevant Rent a Cab / "T" permit license from RTO should be valid as on the date of submission of the Bid.
- 8. The Agency / Company should have minimum 100 cars in the company's own name which are being given /used on monthly / casual hire under 'Rent a Car' permit (as on 01.03.2018).

- 9. The income from car rental should not be less than 7.5 crores as per audited balance sheets of the each financial years 2014-15, 2015-16 and 2016-17.
- 10. The Agency/Company must have minimum two existing tie-up arrangements with the corporate (s) for providing car on hire basis. For each tie-up the minimum number of cars should be 25 either in Mumbai or pan India.
- 11. The Agency/Company should have at least one office in Mumbai.
- 12. The Agency/Company should have its own well equipped service station or tie up arrangement with a reputed well equipped service station in Mumbai for the maintenance of cars.

(The applicants shall be disqualified if any of these criteria are not fulfilled or the documents submitted are found to be false. Bank reserves the rights to modify or amend the eligibility criteria. The Bank's decision will be final & binding in this regard).

BID VALIDITY

The offer shall be valid for a period of 3 months from the date of submission of the quotes.

<u>EMD</u>

Earnest Money Deposit (EMD) of Rs.25 lacs should accompany the Techno-Commercial Bid Document. The EMD shall be paid in the form of Demand Draft /Bankers Cheque from Nationalized Bank /Scheduled Commercial Bank in favour of State Bank of India, payable at Mumbai. Such EMD shall not carry any interest. Any Bid not accompanied by the requisite EMD shall be deemed to be invalid and will be rejected. The EMD will be refunded to the ineligible and unsuccessful bidders, within 15 days from the completion of the tender process. In case of successful bidder / bidders, earnest money deposit will be forfeited by the Bank if:-

- a) After submission of the tender, if the tenderer fails/refuses to comply with any /all of the terms & conditions of the Tender.
- b) The Tenderer withdraws the offer during the validity period i.e. 3 months from the date of submission of tender.

PERFORMANCE GUARANTEE

In case of successful bidder / bidders, the EMD will be continued with the Bank, till submission of "Performance Guarantee", which shall be the same amount i.e. Rs.25 lacs and the same should be submitted within a period of 30 days, from the date of the finalisation of the tender and the finalisation of agencies, who requires to submit the "Performance Guarantee".

DOCUMENTS COMPRISING THE BID

Technical Bid shall be submitted in sealed envelopes, duly super-scribed as below:

PART I -TECHNICAL BID (One) (common for the cars)

PART II -PRICE/FINANCIAL BID (through e-tendering)

PART I - TECHNICAL BID SHALL CONTAIN THE FOLLOWING

Covering letter on agency's / company's letter head as per the format for bid submission form

- 1. Disclaimer Certificate from the agency that they have not been black listed / debarred.
- 2. Agency's / Company's general details /information, as per format Part 1 / F-I.
- 3. Letter of authority in favour of any one or two agency's Executives conferring authority to attend the technical bid & price bid opening on specified dates and venue as per format Part 1 / F-II.
- 4. Documents relating to agency's eligibility criteria Part 1/ F-III.
- 5. Confirmation of no deviation as per format Part 1/ F-IV.
- 6. Periodic maintenance schedule of vehicle as per manufacturer's schedule Part 1 /F-V.

PART-II PRICE BID

The price bid would be invited from eligible bidders through e-tendering. The process of e-tendering would be done through Bank's empanelled service provider M/s e-procurement technologies ltd. (Auction Tiger, Ahmedabad) the tentative date of opening of price bid is 23rd March, 2018.

EVALUATION CRITERIA FOR DETERMINATION OF TENDER

The bids will be examined by the Bank to determine whether they are complete and whether the required bid security and other details / documents have been furnished / submitted. Bid determined as not substantially responsive will be rejected. The Bank may at its discretion waive any minor non-conformity or irregularity in bid if it does not constitute a material deviation. The decision of the Bank whether any deviation is material or not shall be final and binding to all.

Evaluation will be done on the basis of the following parameters:-

a) The price bids will be invited by M/s e-procurement Technologies Ltd. only from those agencies / companies who qualify in their technical bids, based on the parameters spelt out in the tender document through e-tendering process. b) Based on the Price Bid submitted by agencies, L-I, L-II and L-III will be decided. The two main parameters in the price bid will be the monthly rentals (including maintenance and driver charges) quoted and mileage of the car i.e. total kms/litre. The overall calculation for arriving L-I, and for the purpose of claiming of the petrol on actual usage will be as under:

It will be based on tentative kilometres run by any car for arriving the estimated mileage i.e. 1500 kilometres divided by the mileage quoted and multiplied by average rate of petrol i.e. 1500/mileage x rate of petrol.

(This formula is made for calculation purpose only. No guarantee for minimum kilometres is given hereby).

- c) Separate L-I will be finalised for the both car models as per the monthly rental and mileage of the car,
- d) The Bank will shortlist three agencies based on the quotes received from the agencies / companies. The L-I, L-II and L-III agencies / companies will be allocated cars in the following proportion, subject to L-II and L-III agencies are matching the rates of L-I agency. The proportion of allocation of cars will be as under.
 - L-I 50% L-II 30% L-III 20%

The proportion of allocation of cars will be same under both the car categories:

a) TOYOTA ALTIS JS MT 4A (69 CARS) - L-I = 50%, L-II = 30%, L-III 20%

b) MARUTI CIAZ ALPHA (266 CARS) -L-I = 50%, L-II = 30\%, L-III 20% (In case of L-II and L-III agencies are not willing to match the rates with L-I agency, the next bidding agencies i.e. L-IV and so on will be invited.

In case L-I backs out, EMD amount will be forfeited, Bank may black list the bidder and may also initiate action before appropriate legal forums/regulators etc.

If L-II, L-III and L-IV agencies etc. i.e. next bidding agencies are ready to supply cars on L-I rates, Bank may consider the offer and proceed further, otherwise the whole tender process will be cancelled.

The bidder must adhere to the format given while quoting the price bid.

The Bank reserves the right to accept or reject any bid without assigning any reason.

DATE & TIME OF SUBMISSION

Interested agencies/companies may submit their applications in the prescribed format as specified earlier. The applications are to be downloaded from the Bank's Website <u>www.sbi.co.in</u>, filled in and hard copies to be submitted at the address given below <u>before 1700 hrs on 15th, March 2018.</u>

Address: State Bank of India, Corporate Centre, Liaison Department, Mezzanine Floor, Madame Cama Road, Nariman Point, Mumbai-400021

Date & Time of Pre Bid Meeting - 5th, March 2018 at 1500 Hrs (Agencies / Companies may clarify their doubts if any during the Pre bid meeting).

Date & Time of Technical Bid Opening - 16th, March 2018 at 1500 Hrs Representatives of Bidders if they so choose may present themselves during the opening of the Technical Bid. However technical bid would be opened even in the absence of any or all the authorised representatives of the bidders.

Date & Time of Price Bid Opening:

The tentative date of Price Bid opening is 23^{rd} , March 2018, through e-tendering by M/s e-procurement Technologies ltd. Ahmedabad.

TERMS OF SERVICE / MISCELLANEOUS

- a) The successful bidder has to execute a contract with the Bank in the format prescribed/ approved by the Bank.
- b) The broad terms and conditions of the contract/ service shall be as mentioned in the Annexure A.
- c) The successful bidder has to provide a Performance Guarantee for an amount of Rs.25 Lacs for a period upto one month beyond the contract period, within 30 days from the date of award of the bid, from a scheduled commercial bank other than State Bank, in a format made available by the Bank. The Bank reserves the right to enforce the guarantee, in case the successful bidder fails to comply any of its obligation as per the contract or bid documents.
- d) The Bank reserves the right to cancel the tender process at any time before finalisation and execution of the contract with or without assigning any reason.
- e) Language of Bid: All bids and supporting documentation shall be submitted in English.
- f) SBI reserves the right to accept or reject any or all bids without assigning any reason thereof and Bank's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal purchase order is signed and issued by duly authorised officials of the Bank.
- g) Any bid not containing sufficient information and documents which preclude a thorough analysis, will be rejected.

- h) The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
- i) State Bank of India is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- j) The Bank also reserves the right to alter/modify any/some/all the requirements as it may deem necessary, and notify the same on its web-site: <u>www.sbi.co.in</u>. The bidders should be agreeable for the same. All changes amendments would be informed through Bank's website only. No publishing will be done through print media.
- k) Bids not confirming to the Tender requirements may not be considered by SBI. However, SBI reserves the right, at any time, to waive any of the requirements of the Tender, if in the sole discretion of SBI, the best interest of SBI be served by such waiver.
- 1) Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.
- m) SBI shall have the right to cancel the Tender process at any time prior to award of contract, without thereby incurring any liabilities to the affected bidder(s). Reasons for cancellation, as determined by SBI in its sole discretion include but are not limited to, the following :
 - i) Services contemplated are no longer required.
 - ii) Scope of work was not adequately or clearly defined due to unforeseen circumstances and/or factors and/or new developments.
 - iii) Proposed prices are unacceptable to the work.
 - iv) The project is not in the best interest of SBI.
 - v) Any other reason.
- n) Pre-bid meeting, if any, will be held to brief the intending bidders about the requirements of the Bank and to furnish clarification on any points/queries received from them. No separate communication will be sent for this meeting.
- o) SBI reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of Tender or even after award of contract.
- p) SBI reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc.
- q) Bank reserves the right to appoint a consultant, if so decided by the Bank at any stage during bidding process.
- r) All pages of bid document should be stamped and signed by authorised signatory of the bidder.
- s) Bidders should carry out any change request necessitated by the Bank.

Bank reserves the right to discontinue/close the project at any point of time without assigning any reason thereof and Bank's decision in this regard will be treated as final. By responding to this document, it is construed that the bidder has agreed to fully adhere to all the requirements of this Tender.

Annexures to the Tender Documents:

This tender includes the following annexure / Schedule / Formats which are integral part of this Tender.

- 1. Annexure "A" SCOPE OF SERVICES AND DETAILED TERMS AND CONDITIONS AGENCIES / COMPANIES RESPONSIBILITY FOR PROVIDING CAR ON MONTHLY HIRING BASIS
- 2. Annexure "B" Part-1 / Covering Letter BID SUBMISSION FORM.
- 3. Part 1 / F-I AGENCY'S GENERAL DETAILS/ INFORMATION
- 4. Part 1 / F-II LETTER OF AUTHORITY PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT NEGOTIATIONS/ CONFERENCES
- 5. Part 1 / F-III DOCUMENT RELATING TO AGENCY'S ELIGIBILITY CRITERIA.
- 6. Part 1 / F-IV NO DEVIATION CONFIRMATION
- 7. Part 1 / F-V Periodic Maintenance of Vehicle as per Manufacturers Schedule.
- PRICE BID NOT TO BE SUBMITTED (Annexure "C" & "D" will be submitted online in coordination with M/s e-procurement Technologies Ltd.)

For State Bank of India

Chief Liaison Officer

Shri Alok Agarwal	Shri S. Roy	Shri Manivasagam
GM (CRPD)	DGM (Estate)	DGM (Premises)
Shri M Raghuwanshi	Shri M Vanegaonkar	Shri H Subramanian
AGM (OAD)	AGM (LAW)	AGM (OP & SP)

Annexure "A"

SCOPE OF SERVICES AND DETAILED TERMS AND CONDITIONS AGENCIES / COMPANIES RESPONSIBILITY FOR PROVIDING CAR ON MONTHLY HIRING BASIS

- 1. All the cars for the purpose of monthly Hiring basis should be brand new cars and as per the models approved by the Bank. Brand new cars means and include any car of the specified make / model purchased as first hand on or after 01st March, 2018.
- 2. The agency / company have to pay the drivers as per the minimum wages Act applicable in Mumbai. Since the driver will be the employee of the agencies / company, therefore any rise in the minimum wages has to borne by the agency/company and cannot be charged to the Bank. The agency / company has to take all the incidental charges into account.
- 3. The agency shall comply with all the rules and regulations relevant to supply and running of tourist taxis stipulated by RTO, Mumbai and other Government Authorities. The agency shall comply with all the local/ municipal laws and statutory rules as applicable and will indemnify the Bank against all actions, claims, suits etc. for noncompliance of laws.
- 4. The working hours of the drivers should be as per the applicable legal provisions. However, the agency has to make available the service of the drivers not less than 12 (twelve) hours a day without any extra charges. The overtime will be payable by Bank only after / beyond 12 hours. The duration of 12 hours can be in three slots i.e. from 7 AM to 7 PM, 8 AM to 8 PM and 9 Am to 9 PM or as determined by the Bank uniformly or individually depending upon the convenience of the executive. Only one allowance will be paid to the driver i.e. either Overtime or night charges or outstation charges. If duty hours extend beyond 12 midnight only night charges will be paid. If executive travels out of Mumbai, only outstation charges will be paid.
- 5. The agency should have an office with telephone facility and contact point for 24 hours and the telephone/mobile numbers of the

concerned shall be given to the user official. In addition, the Company/Agency should make dedicated arrangement to ensure that all the cars report on time and are kept clean at the start of duty each morning and a confirmation by SMS is sent to the user executive, every day. Drivers should be medically fit and their antecedents should be verified by the police.

- 6. As the drivers are employees of the agency concerned, they should comply with local laws and provisions relating to their employment with their agency concerned. The Bank will not be liable for their non-compliance.
- 7. The drivers should have a valid driving license which should be produced by them as and when demanded by the Bank and / or Traffic / Govt. authorities. The driver should be medically fit and should be conversant with the routes and places in Mumbai and around. The renewal of the driving licenses will be the responsibility of the agency. The agency should have all the relevant personal and family details of the drivers and proper police verification should be done and a copy of the report of all drivers should be submitted to the Bank. In case of reliever driver, the driver should have the proper proof of identification and / or deputation letter from the agency.
- 8. Rest room/change room or meals to the drivers will be the responsibility of the agency / company. The drivers will be the staff of the agency and Bank will not be responsible for violation of any rules / regulations in this regard. Bank will not be responsible in any way for the driver's injury, disablement, or loss of life due to an accident while on duty.
- 9. The agency shall change the driver, if not found suitable or desirable by the official and make immediate arrangements to provide a substitute. If the driver is unable to attend or proceeds on leave for whatsoever reason, the agency shall provide substitute without delay. Needless to mention, all such drivers should also be medically fit and antecedents verified by police and also to satisfy any other requirements in respect of the driver mentioned in this document.
- 10. The driver should be provided with uniforms i. e. Black trouser and light blue full sleeves shirt with an emblem or the name of the agency on the shirt's pocket, black leather shoes and a reliable mobile connection for communication with the user executive and its capital/ recurring cost will be borne by the agency.
- 11. The car must be kept clean and periodically serviced and the car should always be in good condition.
- 12. The log sheet / parking / toll charges receipts will have to be signed by the executives on daily basis to avoid any misuse / pilferage.
- 13. Proper reading light should be provided in the car if not already provided by the car manufacturing company.
- 14. Sun screen film must be provided in every car to protect from direct

sun light within the permissible limits of RTO / Govt. In addition to the film, removable sun flaps to be provided for both rear windows.

- 15. The driver will comply with the orders given by the Liaison officer, Security Officer or any other responsible functionary of the Bank regarding safety and security when the car is in the Bank's premises. The drivers should be in uniform provided by the company/ agency, neatly dressed, courteous and obedient. All the drivers should shave daily and should have a decent haircut.
- 16. The agency should maintain a record of the running of the car on a daily basis which should be authenticated by the user official concerned on the log sheet. The driver should ensure that the log sheet, toll / parking receipts are signed on daily basis. If any of these receipts are not countersigned by the executive, the Bank will not pay those charges. Random checking by Liaison dept. will be carried out on regular basis.
- 17. In case the car breaks down on the way or found missing from duty, the agency will have to pay taxi fare applicable for AC Taxi, till suitable alternative arrangements are made. Further the agency will arrange another car of similar specification till the car concerned is repaired/replaced.
- 18. The agency will do suitable periodical maintenance to avoid break downs in case of failure to do so, the Bank reserves the right to impose penalty on the agency. On repetition of such incident to the extant, Bank may reject the car or terminate the contract of the agency /company. In the event of replacement of the vehicle provided for unavoidable reason the authorized make/model of car should be provided with prior intimation to the official for whom the car is engaged and in consultation with Liaison Department of the Bank.
- 19. Whenever the user official so directs as per Bank's extant rules the car will report to the Liaison Department, Corporate Centre and the car will be used in the general pool of the Bank till the validity of such period as desired by the official. The car provided to the Bank will be covered by comprehensive insurance at the cost of the agency. The Bank shall not be responsible for any damage to the car and compensation to anyone in the event of injury/disablement or loss of life as a result of accident.
- 20. The agency shall indemnify the Bank against any damage / loss out of accident caused by the car. All applicable taxes inclusive of passenger tax, road tax and permit charges etc. will be borne by the agency.
- 21. Parking of the car during the office hours will be arranged by the agency at their cost within 1 kilometre radius from the Bank. However Toll tax shall be paid by the agency which will be reimbursed by the Bank along with the monthly bills on production of relevant receipts duly authenticated by the user executive. No

parking charges will be paid during official hours for parking the car at office / residence.

- 22. The Agency will be paid monthly hiring charges which would include per month cost of the vehicle including maintenance and driver charges. The fuel charges as per actual usage with toll / parking will be paid as per actual.
- 23. The Company should ensure and confirm to the Bank that all the drivers provided to the Bank on duty are paid salary and benefits due to them as per "Minimum Wages Act" laid down by the Government. Agency / company should submit a certificate after every six months duly certified by CA that minimum wages as per Act are being paid to the drivers. All the driver should have a SB account in SBI only and the monthly salary of the driver should be credited in the account only. Bank will verify regularly that the drivers are being paid as per minimum wages Act.
- 24. Unless intimated otherwise, the present agreement will be initially for a period of 36 months (3 years) which will be reviewed every year and in case the services are found satisfactory, the arrangement may continue for a further period as decided by the Bank at appropriate time.
- 25. The Bank reserves the right to terminate this agreement either in part or in full without assigning any reason, by giving 15 days' notice to the agency concerned during the contract period of 36 months (3 years). No compensation whatsoever will be paid by the Bank to the agency on such termination. If the termination for any valid reason happens in the middle of the month, pro rata hire charges shall be payable by the Bank to the agency.
- 26. The agreement will be terminated without any prior notice if the agency violates any of the terms and conditions of the agreement accepted by the agency at any stage of the contract.
- 27. In case the agency / company obtains financial assistance from any institution, organisation and bank, the Bank will not be responsible/ liable to meet the repayment of loan instalments to the lender. Cars if financed by State Bank of India and later rejected / denied / recalled for any reasons of non-compliance of the terms and conditions of the contract, the provider agency/company will not have any financial claim during the contract period on State Bank of India. The financial repayment responsibility of all such cars if any will solely lie on the agency/company.
- 28. In case the loan facility for purchase of new cars is to be availed, the same should be done preferably from SBI only.
- 29. Physical dent, paints or damage to the car due to any reason during the tenure of the contract should be rectified promptly so as to maintain decent look of the car during the hired period. Failure to comply would enable the Bank to reject such cars for any further

period of the Contract.

- 30. All the cars should be GPS enabled for direction / route map purpose. In addition all the cars should be provided with full size floor mats so as to cover the entire carpet, three cushions, mobile charger, side and rear window sun shields, tissue boxes, car perfume and one full size umbrella in every car.
- 31. The agencies will also appoint dedicated Managers/Supervisors who will visit the sites every day to monitor cars and drivers as surprise check and always available for executives in case any requirement.
- 32. In case of breakdown of any car or if car is in workshop, the agency will have to provide replacement vehicle of same or higher model.
- 33. The empanelled agencies should provide and cater for the entire additional requirement of new cars, during the tenure of the contract from the date of commencement of the tender, on the same rates & terms and conditions, which may be approximately10% of the total order.
- 34. Minimum 50% of the allotted cars to be provided by the company/ agency at first Instance i.e. within 30 days of engagement and balance within next 15 days. In other words supply of all the required cars will be completed within a period of 45 days. Failure to commitment of this terms and conditions, would be viewed seriously by the Bank, to the extent that it will be treated as non-compliance of the contract. In case the delay in supplying of the cars is attributable to the Toyota and Maruti Company manufacturers, then the Bank may extend the duration, subject to production of suitable letter from the manufacturers, signed by the authorised signatory of the company.
- 35. The Bank reserves the right to reject all or any one offer at its own discretion and without citing any reasons.

Repairs and Maintenance:

All repairs and maintenance will be the sole responsibility of the agency/ company. The agency / company have to ensure that the cars are periodically maintained and kept in good condition and road worthy.

Fuel:

The fuel (Petrol) will be provided by the agency / company. The use of oil or other consumables will also be provided by the agency. The cost of the fuel (Petrol) will be paid separately on monthly basis, as per the actual usage i.e. as finalised after the bidding process.

Contract Period:

The agreement will be for a period of 3 (Three) years from the date of commencement of the hiring of the cars, with an option at the sole discretion of the Bank to renew for such period as may be decided by the Bank.

Payment Terms:

It will be ensured that the bills will get settled within 30 days from the

date of submission of bills. The payment will be made through account with State Bank of India only, for which agency will have to furnish their bank account details.

Arbitration:

Any dispute or difference whatsoever arising between the Parties out of the contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement being not possible shall thereafter be referred to a Sole Arbitrator, who will be General Manager (Corporate Services) of the Bank.

The venue of the said Arbitration shall be at Mumbai, and the provision of the Arbitration and Conciliation Act, 1996 shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.

Termination Clause:

The Bank reserves its right to terminate the Hire agreement for any reason at its absolute discretion including but not limited to the following:

If the agency / company is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent Jurisdiction.

- a) If the Agency / Company commit any breach of the terms of this Hire agreement / tender document.
- b) If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the Agency / Company is convicted by a criminal court on grounds of moral turpitude.
- c) The Agency / Company is involved in wrongful billing. In addition to hereto wrongful billing shall also result in the Agency / Company being debarred from participating in any other tender of the Bank.
- d) The engagement is not in the interest of the Bank or the Bank no more requires any such service.
- e) In case of misbehaviour by driver or the supervisor staff of the company, such drivers or supervisor staff will have to be removed from the service. The agency will have to ensure that such drivers, staff will not get appointment with other car agency those are dealing with the Bank.

It is clearly understood by the Agency / Company that if a charge sheet is filed by any competent authority of the Government against the Agency / Company, the Agency / Company is obliged to notify the Bank within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due for service rendered after the date of the filing of the charge sheet.

If there is a change in the name of the Agency/Company etc. arising out of:

- a) merging with some other company or
- b) collaboration with some other company or

c) for any other reason

or, if any changes take place in the proprietorship or partnership of the Agency / Company, the Bank should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and Bank may terminate the hire agreement as may be deemed necessary, Whatever be the reason of changes, the subject hire agreement would be terminated unless the new company/entity accepts the subject Hire agreement at the same rates, terms and conditions laid down herein. The agency / company shall refund the excess money paid if any, to them for the term for which the agreement / arrangement has run.

PERFORMANCE GUARANTEE

If the Agency/ Company violates any of the terms of the service or the Agreement, the Bank at its sole discretion may invoke the Performance Guarantee of Rs.25 lacs submitted/to be submitted by the Agency/ Company. Failure of the Agency/ Company to renew the Guarantee before its expiry may also be a sufficient reason for the Bank to invoke the Guarantee.

Annexure "B"

Part-1 / Covering Letter on the letter head of the Bidder

BID SUBMISSION FORM

То

State Bank of India,

Dear Sir,

After examining the Bidding Documents including Special Conditions of Contract and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole of the Job and in conformity with, the said Bid Documents.

We confirm that this bid is valid for a period of 3 months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

Until a final Agreement is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intent of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price. We declare that we have not been blacklisted by any Govt/ PSU/ Banks for corrupt or fraudulent practices or non-delivery or non-performance.

We understand that you are not bound to accept the lowest price or any bid that you may receive.

SIGNATURE OF AUTHORISED PERSON WITH SEAL

DATE:

Duly authorized to sign bid for and on behalf of ______

(SIGNATURE OF WITNESS) WITNESS NAME: ADDRESS:

Part 1 /F-I

AGENCY'S PROFILE AND GENERAL DETAILS/ INFORMATION

То

State Bank of India,

NAME OF THE AGENCY/COMPANY	
CONSTITUTION OF THE BIDDER	
NUMBER OF YEARS IN OPERATION	
REGISTERED ADDRESS	
OFFICE ADDRESS IF DIFFERENT FROM ABOVE	
MAKE & NO. OF VEHICLES HELD IN AGENCY NAME	
NAMES & ADDRESS OF THE DIRECTORS / PROMOTERS	
TELEPHONE NUMBER	
E-MAIL ADDRESS & WEB SITE	
TELEFAX NUMBER	
CONTACT PERSON	

PARTICULARS	
Brief write up/Profile of the company	

(SIGNATURE OF AUTHORISED PERSON WITH SEAL)

Part 1/F-II

LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY TO ATTEND BIDS OPENING MEETINGS AND SUBSEQUENT NEGOTIATIONS/ CONFERENCES

No. Date:

State Bank of India,

Dear Sir,

We ______ hereby authorize following representative(s) to attend technical bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

1) Name & Designation ______ Signature _____

2) Name & Designation ______ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature Name & Designation For and on behalf of

Note: This letter of authority should be on the letterhead of the Agency / Company and should be signed by a person competent and having the power of attorney to bind the Agency / Company.

Not more than two persons are permitted to attend technical Bid and price bid opening.

Part 1 /F-III

DOCUMENTS RELATING TO AGENCY'S ELIGIBILITY CRITERIA AGENCY IS REQUESTED TO FILL THIS CHECK LIST AND ENSURE THAT ALL DETAILS/ DOCUMENTS HAVE BEEN FURNISHED ALONG WITH HIS OFFER.

Clause	Documents required	(Agency to indicate) Yes/No
The agency / company should have been in the business of rental of cars for 3 years with a minimum of 100 cars in the name of the company and should have 2 existing tie up arrangement with Corporate. Each tie up should have minimum 25 cars and services during last 3 years as on 31.01.2018.	contract agreement etc. for the same mustbe provided.2. Zerox copy of 100 RC cards of the carsowned by the company.	
A letter from an authorized service centre/work shop of respective make of vehicles confirming the tie up for providing fleet maintenance services should be submitted.	Letter of Confirmation by Agency.	

1. ANNUAL TURNOVER STATEMENT & CAR RENTAL INCOME

The Agency / company shall indicate here the turnover and income from car rental for 3 years based on the audited balance sheets & profit & loss account statement. Copy of audited balance sheets including profit & loss account **and ST-3 returns are attached**.

THREE FINANCIAL YEARS	TOTAL ANNUAL TURNOVER (IN RS.)	INCOME FROM CAR RENTAL	NET PROFIT / LOSS
2014 – 2015			
2015 - 2016			
2016-2017			

2. GST DETAILS

GST Number	
Place & Registration Authority	

3. EMD DETAILS

Bank Draft/Bankers Cheque No.	
Dated	
Drawn on	
PAN No. of the agency/ company	

Part 1 /F-IV

NO DEVIATION CONFIRMATION

To,

State Bank of India,

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SIGNATURE OF AUTHORISED PERSON WITH SEAL)

Part 1 / F-V

Periodic Maintenance Schedule of Vehicle as per Manufacturers Schedule:

(The details of the periodic maintenance are as per the specification of the manufacturer of the vehicle, Bidder has to reproduce the same here.)

Annexure "C" (In separate sealed cover)

PRICE BID

Date of Advertisement	
Valid up to	3 Years from the date of Agreement.
Delivery	State Bank of India
	1. Corporate Centre
	2. GITC Belapur
	3. LHO, Mumbai
Emission norms	Compliance with local norms
Term	3 Years.

TOYOTA ALTIS JS MT 4A PETROL CHAMPAGNE METALLIC

PRICE BID AMOUNT:

RENT PER MONTH (Inclusive of driver and maintenance charges)

Rs..... + taxes as applicable

MILEAGE OF THE CAR

..... KILOMETER / LITER

(Signature & Seal of Authorised Signatory)

Annexure "D" (In separate sealed cover)

PRICE BID

Date of Advertisement	
Valid up to	3 Years from the date of Agreement.
Delivery	State Bank of India
	1. Corporate Centre
	2. GITC Belapur
	3. LHO, Mumbai
Emission norms	Compliance with local norms
Term	3 Years.

MARUTI CIAZ ALPHA PETROL - PEARL SNOW WHITE

MONTHLY RENTAL AMOUNT:

RENT PER MONTH (Inclusive of driver and maintenance charges) Rs...... + taxes as applicable

MILEAGE OF THE CAR

..... KILOMETER / LITER

(Signature & Seal of Authorised Signatory)

EVALUATION CRITERIA FOR WEIGHTAGE OF FUEL EFFICIENCY

As per bill submitted by existing vendor, the January month's average was 2100 kilometres for 102 cars. We will assume a minimum kilometres run by a car on an average of 100 cars i.e. suppose 1200 kilometres. This average is only for calculation purpose and not the assurance or minimum guarantee to the agency. We will divided the kilometres by the mileage per litter quoted by agencies and multiply it with the rate of petrol i.e.

KMs / Mileage X rate of petrol

Example 1: Bid Submitted 1) Rental Rs.50000/- per month

2) 10 kilometre per litter, than

70% weightage of 50000 i.e.

Kilometres1200Mileage quoted10 kms/per ltrPetrol rateRs.75/-per literKMs / Mileage X rate of petrol1200 / 10 X 75=Rs.9000/-30% weightage of 9000Total

Rs.35000/-

Rs.2700/-

Rs.37,500/-

Example 2: Bid Submitted 1) 50000/- per month

2) 12 kilometre per litter, than

Rs.35000/-

Rs.2250/-

70% weightage of 50000 i.e. 1200 / 12 X 75 = Rs.7500/-30% weightage 7500 Total

Rs.37,250/-

Example 3: Bid Submitted 1) 50000/- per month

2) 9 kilometre per litter, than

70% weightage of 50000 i.e.	Rs.35000/-	
1200 / 9 X 75 = Rs.10000/-		
30% weightage of 10000	Rs.3000/-	
Total		Rs.38,000/-