



OFFICE ADMINISTRATION DEPARTMENT  
STATE BANK OF INDIA  
LOCAL HEAD OFFICE  
HOSHANGABAD ROAD  
BHOPAL 462011

**TENDER FOR INVITATION OF ONLINE TECHNICAL BIDS FOR EMPANELMENT OF CAR RENTAL AGENCIES FOR PROVIDING VEHICLES ON MONTHLY RENTAL BASIS AND FOR HIRING OF VEHICLES FOR THE BANK'S EXECUTIVES FROM THE EMPANELED CAR RENTAL AGENCIES THROUGH ONLINE PRICE BID AT LOCAL HEAD OFFICE, HOSHANGABAD ROAD, BHOPAL**

**NIT No. OAD/2024-25/001 Dated: 13.12.2024**

**Important Dates:**

Date of download of tender document from Bank's web site <a href="http://www.sbi.co.in">www.sbi.co.in</a> <Link> Procurement News and <a href="https://etender.sbi/SBI">https://etender.sbi/SBI</a> portal)	13.12.2024 to 26.12.2024 (upto 12.00 noon)
Last date for submission of queries ( in writing or by e-mail)	18.12.2024 upto 12.00 noon
Date of Pre-bid meeting at 3 <sup>rd</sup> Floor, Office Administration Department, State Bank of India, Local Head Office, Bhopal	20.12.2024 at 12.00 noon
Last date for submission of Online Tender Documents on <a href="https://etender.sbi/SBI">https://etender.sbi/SBI</a> portal (Technical Bid)	26.12.2024 upto 12.00 noon
Date of opening of Applications (Technical Bid)	26.12.2024 at 3.00 p.m.

Last date for submission of Online Tender Documents on <a href="https://etender.sbi/SBI">https://etender.sbi/SBI</a> portal (Price Bid)	
Last date for submission of EMD at 3 <sup>rd</sup> Floor, Office Administration Department, State Bank of India, Local Head Office, Hoshangabad Road, Bhopal - 462011	Will be advised in due course to successful technical bid qualifiers by Bank's empaneled agency e-procurement Technologies Ltd, Ahmedabad
Date of opening of Applications (Price Bid)	

**Address for Communication:**

State Bank of India,  
Office Administration Department (3<sup>rd</sup> Floor)  
Local Head Office,  
Hoshangabad Road, Bhopal -462011  
Landline No. 0755-2575869  
Mail id: agmoad.lhobho@sbi.co.in

**NOTICE INVITING TENDER (NIT)**

State Bank of India at its Local Head Office, Hoshangabad Road, Bhopal invites online technical bids for empanelment of agencies for providing vehicles on monthly rental basis and for hiring of vehicles for the Bank's executives from the empaneled agencies through online price bid .The other details of the tender are as under:

1	Name of the work	Empanelment of agencies for providing vehicles on monthly rental basis and hiring of vehicles for the Bank's executives from the empaneled agencies
2	Cost of Tender processing Fee (Non-refundable)	NA

3	Earnest Money Deposit (EMD)	<b>Rs. 2,50,000/- (Rupees Two lakh Fifty thousand Only)</b> in the form of Demand Draft/Banker's Cheque issued by any Nationalized /Scheduled Bank drawn in favour of "AGM (Office Administration Department), State Bank of India, LHO, Bhopal payable at Bhopal.
4	Security Deposit (SD)	The successful bidder whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 10% of the annual contract value as Security Deposit (SD) in the form of STDR for the contract period in the name of Assistant General Manager (OAD), SBI, LHO, Bhopal within 15 days from the selection of successful Bidder.
5	Date for Downloading of Tender Document	From 13.12.2024 to 26.12.2024 (upto 12.00 noon) from Bank's Website <a href="http://www.sbi.co.in">www.sbi.co.in</a> <LINK> <a href="#">Procurement News</a> and <a href="https://etender.sbi/SBI">https://etender.sbi/SBI</a> portal
6	Last date & time for submission of online e-tender at <a href="https://etender.sbi/SBI">https://etender.sbi/SBI</a> portal	Technical Bid : Up to 12.00 noon on 26.12.2024 Price Bid : Will be advised in due course to successful technical bid qualifiers by Bank's empaneled agency e-procurement Technologies Ltd, Ahmedabad <b>Note: It is sole responsibility of the bidder to ensure online submission of their bid by stipulated date and time. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination.</b>
7	Date, Time and Address for opening of e-tenders	Technical Bid: 26.12.2024 at 3.00 p.m. Price Bid : Will be advised in due course to successful technical bid qualifiers by Bank's empaneled agency e-procurement Technologies Ltd, Ahmedabad <a href="https://etender.sbi/SBI">https://etender.sbi/SBI</a> portal

8	Place for submission of EMD	<b>Assistant General Manager State Bank of India Office Administration Department, 3<sup>rd</sup> Floor, Local Head Office, Hoshangabad Road, Bhopal - 462011</b>
9	Agency for arranging e-tendering/online bidding	<p>For e-Tender related queries:</p> <p><b>Service provider:</b> M/s e-procurement Technologies Ltd, Registered Office at: - B-704, Wall Street- II, Opp. Orient Club, Ellisbridge, Ahmedabad- 380006, Gujarat, India</p> <p><b>Help Desk:</b></p> <p>1) Shri Mubassera Mansuri Mobile No. – 7859800621 Email ID – <a href="mailto:mubassera@eptl.in">mubassera@eptl.in</a></p> <p>2) Shri Aryan Vaghela Mobile No. – 9265562819 Email ID – <a href="mailto:aryan@eptl.in">aryan@eptl.in</a></p> <p>Email ID : <a href="mailto:etender.support@sbi.co.in">etender.support@sbi.co.in</a></p> <p>You are requested to contact the agency for further guidance on e-tendering.</p>
10	Validity for Tender	3 (three) months from the last date of submission of Bid
11	Period of contract	Three (3) years, subject to annual review based on satisfactory performance.
12	Pre-bid Meeting, Date and Time	20.12.2024 at 3.00 p.m.
13	Rates	Rates quoted by the bidders shall remain unchanged throughout the contract period including all taxes, duties, levies, permits, royalties, labour, oil charges, other incidental charges, etc. (excluding Fuel charges (Petrol/Diesel) and GST). GST shall be

		paid/ reimbursed to the vendor as per Bank's and GST norms as applicable.
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2. The empanelment with the vehicle providers will be for a period of three years. The vehicles on monthly rental basis will be hired through online price bid as and when required by the Bank during the empanelment period.

3. Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal. Tenders received without EMD shall be summarily rejected.

4. EMD shall not carry any interest. The EMD will be refunded/returned to all without any interest within one week after awarding the work to the successful bidder. The bidders who are registered with MSME are exempted from EMD.

5. Bank reserves the right to change the dates mentioned in this Tender document, which will be published as Corrigendum in Bank's website and <https://etender.sbi/SBI> portal only. In case the date of opening of tender is declared as a holiday, the tenders will be opened on the next working day at the same time.

6. SBI reserves all rights to accept any or to reject all the tenders in part or whole without assigning any reasons thereof and no correspondence shall be entertained in this regard.

7. The Bidders disqualified /debarred /terminated by the SBI during the last five years from any of their projects on account of unsatisfactory performance, shall not be eligible to apply/quote.

8. This tender includes the following Annexure/ Schedule/ Formats which are integral part of this Tender. The information provided by the applicants 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 published as Corrigendum in Bank's website and <https://etender.sbi/SBI> portal only and such amendments will be binding on them.

For State Bank of India

Assistant General Manager  
Office Administration Department  
Local Head Office, Bhopal

## **DISCLAIMER**

The information contained in this Tender document or information provided subsequently to Applicant(s) whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Applicant(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 application. The purpose of this Tender invitation is to provide the Applicant(s) with information to assist the formulation of their proposals. This Tender invitation does not claim to contain all the information each Applicant may require. Each Applicant should conduct his/her/its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and obtain independent advice wherever necessary. 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 Applicant. The Bidder should bear all costs in connection with bidding.

## **MAKE AND MODELS OF THE CARS REQUIRED BY THE BANK FOR MONTHLY HIRING BASIS**

<b>S. No.</b>	<b>Make &amp; Model</b>	<b>Colour</b>	<b>Approx. No. of Cars</b>
1.	Honda City VX MT R	White Colour	3
2.	Honda City ZX CVT R	White Colour	12
3.	Swift Dzire (Second Top Model)	White Colour	1
4.	Bolero(Second Top Model)	White Colour	1

All the cars to be provided will be brand new cars (not older than six months ) as per the car models specified & colours specified above.

**ELIGIBILITY CRITERIA (TECHNICAL BID) AND DOCUMENTS TO BE UPLOADED FOR TECHNICAL BID**

Bid is open to all Bidders who meet Technical & functional specifications as per eligibility criteria given below. Bidders / Contractors to submit their Bids (technical bid and price bid) online, however EMD has to be submitted to the Office of the Assistant General Manager, 3<sup>rd</sup> Floor, Office Administration Department, Local Head Office, Bhopal before the specified time and date. If the Bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected. The Price Bid of only those bidders/contractors who meet the following criteria shall be opened. Bank's decision in this regard shall be final and no correspondence shall be entertained in this regard.

S.No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted with the Bid
1)	The Agency / Company should be duly registered under the Shops & Establishments Act and/or any other applicable laws.		Copy of Gumasta/Partnership deed/Bye Laws/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association etc. as proof of the establishment of agency as per law. Copy of the Registration certificate under Shops and establishment act.
2)	Bidder should have Office within the municipal limits of Bhopal		Registered address Proof of the agency
3)	The agency should have valid PAN and GST. They should have valid ESIC, EPF and RTO registration/permit.		Copy of Pan Card, GST Certificate, ESIC certificate, EPF Certificate, RTO registration certificate of the agency for conducting vehicle rental business
4)	The agency should be in business of vehicle rental services for the last 7 years.		RTO registration of the agency for conducting vehicle rental business.

5)	Average Annual Turnover during the last three years, ending 31 <sup>st</sup> march of the previous financial year should be at least Rs. 1.00 crore.		Audited financials (Balance sheet with computation, P&L statement and ITR ) certified by CA
6)	The bidder should be profitable organization on the basis of profit before tax (PBT) for at least 2 years out of 3 financial years mentioned in para (5) above		Audited financials (Balance sheet with computation, P&L statement and ITR ) certified by CA
7)	<p>Experience of having successfully completed similar works of providing vehicles to Government Offices/ PSUs during 01.04.2019 to 30.09.2024 should be either of the following:</p> <ul style="list-style-type: none"> <li>• Three similar completed works costing not less than or equal to Rs.20.00 Lacs per annum each.</li> <li style="text-align: center;">OR</li> <li>• Two similar completed works costing not less than or equal to Rs.35.00 Lacs per annum each.</li> <li style="text-align: center;">OR</li> <li>• One similar completed work costing not less than or equal to Rs.60.00 Lacs per annum.</li> </ul>		Copy of Satisfactory completion certificates issued by The Principal Employers for the works carried out during the period from 01.04.2019 to 30.09.2024.
8)	Whether a copy of the terms and conditions (Annexure-A) duly signed in token of acceptance of the same is attached?		As per Annexure A
9)	Undertaking regarding correctness of information, acceptance of terms and conditions and that the bidder has not been blacklisted by any Govt. / PSU / Banks / Organization for corrupt or fraudulent practices or non-delivery or non-performance		As per Annexure B



	during the last three years as on the date of issuance of tender.		
10)	Letter of Authority		As per Annexure C
11)	Infrastructure Capabilities: Particulars of vehicles available with the Bidder: (Minimum 15 Commercial Cars (Taxis) of the model and make as required under this tender or equivalent to these models and make in the name of agency/proprietor/partner)		As per Annexure D
12)	No deviation confirmation		As per Annexure F
13)	Declaration regarding near relatives of SBI		As per Annexure G
14)	Certificate if registered with MSME		Copy of MSME certificate

The copies of the Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder.

Empaneled service providers for hiring vehicles on monthly basis will be those who qualify in the above eligibility criteria. The applicants shall be disqualified if any of these criteria are not fulfilled or the documents submitted are found to be false or insufficient. Bank reserves the right to modify or amend the eligibility criteria before the last date of the submission of bids. Reasonable time shall be provided to the bidders for making necessary amendments. The Bank's decision will be final & binding in this regard

(Signature of tenderer)  
(Rubber seal)

## **EVALUATION CRITERIA FOR DETERMINATION OF TENDER**

The applications will be examined by the Bank to determine whether they are complete and other details / documents have been furnished / submitted. Application determined as not substantially responsive will be rejected. The Bank may at its discretion waive any minor non-conformity or irregularity in application 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.

### **Stages of Tendering Process:**

- a) The applications (Annexures) are to be downloaded from the Bank's website [www.sbi.co.in](http://www.sbi.co.in)(under 'procurement news') or <https://etender.sbi/SBI> portal.
- b) All Applications received will be evaluated on the basis of aforesaid eligibility criteria through online technical bid and eligible Car Rental Agencies/ Companies will be finalized for empanelment.
- c) The online Price Bids for hiring vehicles on monthly rental basis of only the empaneled agencies will be opened.
- d) The empaneled agencies shall obtain digital key and enroll themselves with Bank's authorized e-Tender Portal Agency i.e., M/s e-procurement Technologies Ltd and should be conversant with the online technical and price bid submission thereof.
- e) The online price bids for hiring vehicles on monthly rental basis will be invited through Bank's authorized e-Tender Portal Agency "*M/s e-procurement Technologies Ltd*" from empaneled agencies as and when required.
- f) No other mode of Price Bid submissions shall be entertained by the Bank except above-mentioned process.
- g) Based on the Price Bid submitted by Car Rental Agencies/Companies for hiring vehicles on monthly rental basis , L-I will be decided. Separate L-I will be finalized for all the car models.
- h) In case of any tie among the tenderers on L-1 amount, bidders shall be finalized on basis of turnover of financial year 2023-24. The bidder with higher turnover will be selected. Decision of SBI in this regard shall be final and binding.
- i) In cases where 3 cars are to be hired on monthly rent, the Bank will shortlist two agencies based on the quotes received from the agencies. The L-I and L-II agencies will be allocated

cars in the following proportion, subject to L-II agency matching the rates of L-I agency. The proportion of allocation of cars will be as under:

$$L-I : L-II = 2:1$$

i.e. in the requirement of Honda City VX MT R stated in this tender document, number of cars allotted will be as under :

L1 – 2 cars

L2 – 1 car

In case L-II is not willing to match the rates with L-I agency, the next bidding agencies i.e. L-III and so on will be invited.

In case L-I backs out, EMD amount will be forfeited, Bank may blacklist the applicant and may also initiate legal 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.

- j) In cases where more than 3 cars are to be hired on monthly rent, the Bank will shortlist three agencies based on the quotes received from the agencies. The L-I ,L-II and L-III agencies will be allocated cars in the following proportion, subject to L-II and L-III agencies matching the rates of L-I agency. The proportion of allocation of cars will be as under:

$$L-I:L-II:L-III = 3:2:1$$

i.e. in the requirement of Honda City ZX CVT R stated in this tender document, number of cars allotted will be as under :

L1 – 6 cars

L2 – 4 cars

L3 – 2 cars

In case L-II and L-III 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, amount will be forfeited, Bank may blacklist the applicant 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.

- k) The applicant must adhere to the format given while submitting the application.  
l) The Bank reserves the right to accept or reject any application without assigning any reason.

### **Terms & conditions of E-tendering:**

SBI shall finalize the Tender through e-tendering mode for which M/s. e-Procurement Technologies Ltd. has been engaged by SBI as an authorized service provider.

- (i) E-tendering shall be conducted by SBI through M/s. e-Procurement Technologies Ltd on pre-specified date. While the Contractors shall be quoting from their own offices / place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
- (ii) In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they are able to circumvent such situation and still be able to participate in the e-tendering successfully.
- (iii) Failure of power at the premises of Contractors during the e-tendering cannot be the cause for not participating in the e-tendering. On account of this, the time for the e-tendering will not be extended and SBI shall not be responsible for such eventualities.

### **Online E-tendering process:**

- (a) The Technical as well as Price Bids will be available on the Bank's website during the period specified in the NIT and will be opened as per the schedule given in NIT (Notice Inviting Tender).
- (b) Online E-tendering for Price Bid submission through SBI's approved Service Provider shall be open to the bidders qualified by the SBI as per online Technical Bid Evaluation and Eligibility criteria mentioned herein above.
- (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their rates.
- (d) The Contractors are advised not to wait till the last minute to submit their online quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- (e) It is mandatory to all the bidders participating in the Price Bid to quote their rates for desired services.

- (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as ***“Incomplete Tender”*** and shall be liable for rejection.
- (g) Login Name & Password: Each Bidder is assigned a Unique User Name & Password by M/s. e-Procurement Technologies Ltd The Bidders are requested to change the Password after the receipt of initial Password from M/s. e-Procurement Technologies Ltd. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- (h) Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such contractor and forfeiting their EMD.
- (i) At the end of the E-tendering, SBI will decide upon the winners. SBI decision on award of Contract shall be final and binding on all the Bidders.
- (j) SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
- (k) SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- (l) No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
- (m) Other terms and conditions shall be as per the techno-commercial offers and other correspondences till date.

**OTHER TERMS & CONDITIONS:**

- i. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- ii. The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- iii. Any effort on the part of applicant to influence application evaluation process or award of contract may result in the rejection of the application.
- iv. SBI decision on award of Contract shall be final and binding on all the Bidders.
- v. SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole

discretion.

- vi. SBI or its authorized service provider M/s. e-Procurement Technologies Ltd shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- vii. SBI or its authorized service provider M/s. e-Procurement Technologies Ltd is not responsible for any damages, including damages that result from, but are not limited to negligence.
- viii. SBI or its authorized service M/s. e-Procurement Technologies Ltd will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**Note:**

**All the bidders are requested to ensure that they have a valid Digital Signature certificate well in advance to participate in the online event.**

The empaneled Agencies / Companies shall obtain digital key and enroll themselves with Bank's authorized e-Tender Portal Agency i.e., M/s e-procurement Technologies Ltd and should be conversant with the online technical bid and price bid submission thereof.

M/s e-procurement Technologies Ltd. -

Registered Office at: - B-704, Wall Street- II, Opp. Orient Club, Ellisbridge, Ahmedabad– 380006, Gujarat, India

**Help Desk:**

- 1) Shri Mubassera Mansuri  
Mobile No. – 7859800621  
Email ID – [mubassera@eptl.in](mailto:mubassera@eptl.in)
- 2) Shri Aryan Vaghela  
Mobile No. – 9265562819  
Email ID – [aryan@eptl.in](mailto:aryan@eptl.in)

## **TERMS OF SERVICE /MISCELLANEOUS**

- a) The successful applicant 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 Annexure A.
- c) The Bank reserves the right to cancel the tender process at any time before finalization and execution of the contract with or without assigning any reason(s).
- d) All applications and supporting documentation shall be submitted in English.
- e) SBI reserves the right to accept or reject any or all applications without assigning any reason(s) thereof and Bank's decision in this regard will be treated as final. Applications 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 order and agreement is signed and issued by duly authorized officials of the Bank.
- f) Any application not containing sufficient information and documents which preclude a thorough analysis will be rejected.
- g) The Bank shall have the right to reject the applications not submitted in the prescribed format or incomplete in any manner.
- h) State Bank of India is not responsible for non-receipt of applications within the specified date and time due to any reason(s) including postal delays or holidays.
- i) 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 website [www.sbi.co.in](http://www.sbi.co.in)(under 'procurement news') and <https://etender.sbi/SBI> portal. The applicants should be agreeable for the same. All changes/ amendments would be informed through Bank's website and <https://etender.sbi/SBI> portal only. No publishing will be done through print media.
- j) Applications 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.
- k) Applicants who do not meet the criteria stipulated by the Bank will not be considered for further evaluation.
- l) Canvassing in any form entails disqualification from further consideration.

- m) If any agency in the past has turned out L1 and not delivered the job are ineligible.
- n) Any Bidder found influencing or intimidating other Bidders / Tender process is and will be liable to / for disqualification.
- n) 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 applicant(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) The project is not in the best interest of SBI.
  - iv) Any other reason.
- o) Pre-bid meeting will be held to brief the intending applicants 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 application information and to reject any application 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) If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.
- q) SBI reserves the right to modify the conditions in the event of changes in the market conditions and/or technology etc. through publishing corrigendum in Bank's website and <https://etender.sbi/SBI> portal.
- r) Bank reserves the right to appoint a consultant, if so decided by the Bank, at any stage during tendering process.
- s) All pages of application and documents should be stamped and signed by authorized signatory of the applicant. Any interlineations, erasers or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
- t) Applicants 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 applicant has agreed to fully adhere to all the requirements of this Tender.

For State Bank of India

Assistant General Manager  
**Office Administration Department**

**SCOPE OF SERVICES AND DETAILED TERMS AND CONDITIONS**  
**AGENCIES RESPONSIBILITY FOR PROVIDING CARS**  
**ON MONTHLY RENTAL BASIS**

1. All the cars provided on monthly-rental basis should be brand new air-conditioned cars (not older than six months) and as per the models approved by the Bank. The vehicles should be registered in the name of agency/partners/proprietor. The price bid will be called online from the vendors who qualify in the eligibility criteria and empaneled by the Bank through the above process.
2. The vehicles shall be at the disposal of the Bank and shall not be used for any other duty / purpose.
3. The Agency should make the taxi available for 10 hours on all days without any extra charge. The duration of 10 hours will be from 9.00 a.m. to 7.00 p.m. The user official can utilise the taxi for extra hours beyond 10 hours upto a maximum of 5 hours per day, on holidays and also for visiting out of Bhopal.
4. If the driver reports at the residence/ place of stay of user official after 9.00 a.m. (but not later than 9.30 a.m.) Rs. 50/- will be deducted from the due monthly payment for each such instance. In case the vehicle does not report by 09.30 hrs the cost of making alternate arrangement will be debited to the Agency in addition to a penalty of Rs. 500/- per case.
5. The vehicles needs to be parked at the residence of Executive of LHO or as per his directions. Calculation of the kilometers used and hours of utilization will be reckoned only after the vehicle has reported at the executive's residence / Bank's premises. In other words, the Bank will not pay to the Agency / company for the distance covered and the time taken for the vehicle to reach executive's residence / Bank's premises from his garage and vice versa.
6. In case the Executive / Official using the car for one way or part journey, the return journey distance travelled by shortest route to the Headquarters / Office / Official's residence will be considered for calculation of kilometers including toll charges if any.
7. The attached vehicles may be withdrawn by the Bidder for maximum two days in a month for carrying out maintenance and servicing etc. but only on replacement of the same by a substitute vehicle of same or higher model and with prior intimation to the bank.
8. The payments to the successful Bidder/s shall be made by the Bank only in monthly intervals on production of the logbook/trip sheets /duty registers etc duly signed by the officer who hired or used the vehicle. No advance payment

shall be made under any circumstances. The Drivers shall demand no such amounts from the Bank Officers/ Users towards fuel or repair charges during the journey. The Bills / claims shall be made strictly as per the rates quoted in the Price Bid and payment shall be done in the account maintained at SBI branch only. Toll tax and parking charges (if any) will be reimbursed on monthly basis on production of receipts.

9. The service provider will submit bills by 5<sup>th</sup> of every month to the Liaison Department of the Bank on monthly basis for release of payment by the Bank and payment will be made to the service provider by the bank by crediting to their account with the Bank in a week time normally. The payment will be made through account with State Bank of India only, for which agency will have to furnish their bank account details.
10. The Agency will certify along with monthly rental bill that the driver is being paid salary as per Minimum Wages Act. Also, EPF, ESIC and GST acknowledgment receipts of the preceding month (i.e. month prior to the month for which the bill is claimed) to be submitted along with the bills.
11. Log Sheets will be maintained by the Agency at its own expenses for the vehicles to record each trip made on each day to enable verification by the Bank as and when Bank deems it necessary. As soon as a trip is completed, all blank places of the log sheet must be got filled & signed by the user authorized for this purpose. The logbook will also contain complaints and poor services noticed by the Bank staff. In case of deficiency of services/ complaints, the bank may impose suitable costs/damages to be deducted from the monthly bill of the bidder. The decision of Bank will be final and binding on the bidder.
12. In case the log sheets are misplaced the liability will be of the Agency. Similarly in case complete details are not filled in the log sheets, the same is liable to be rejected.
13. Parking of the car during the office hours will be done at any of the Bank's premises or as directed by the Liaison Officer of the Bank. No parking charges will be paid during official hours for parking the car at office / residence.
14. The Agency shall take at its own cost, necessary insurance cover in respect of staff and other personnel to be employed or engaged by it in connection with the mentioned services to be rendered to SBI and the agency shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify SBI against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which SBI may be a party or involved as a result of the Agencies failure to comply and of the obligation under the relevant act /law, which the Contractor/Agency is to follow.

15. The Bank shall pay the agreed monthly rental and fuel expenses. Fuel charges will be reimbursed at the price of ordinary fuel as on the last day of the month, to which the consumption relates to, marketed by Public sector companies. For fuel, the average will be taken as 12 km per litre for Honda City, 14 km per litre for Swift Dzire and 14 km per litre for Bolero. Apart from this, parking, toll tax, night halt/holiday charges, extra hour running charges will be paid on production of receipts/proofs. Other costs like tyres / battery, oils, insurance, repairs, regular services, maintenance and any other charges / expenses for smooth running of the vehicle have to be borne by the agency.
16. In case the user official is not returning back to Bhopal on the same day, the Bank has to reimburse the batta to be paid by the Agency to that Driver for the night halt. The Driver batta for the night halt is Rs. 300/- per night.
17. The user official of the vehicle is also entitled to utilise the vehicle at any time. In case the driver is asked to stay for more than 10 hours a day, then a sum of Rs. 50/- is to be paid by the Bank for every extra hour for a maximum of upto 5 hours. However, any overtime beyond 10 hours duty in a day or halting allowance payable to the driver shall be the responsibility of the Bidder.
18. Additional amount of Rs.300/- per day will be paid to the agency for drivers for their services in Sundays(only one holiday will be considered in a week)/National Holidays and the payment of such amount to the drivers shall be the responsibility of the bidder.
19. Income Tax as per Income Tax Rules & other Taxes, if any, as per Rules shall be recovered from the gross of the bill.
20. The drivers shall be the staff of the Agency and not of the Bank. As such the Bank will not be responsible in any way for the driver's injury, disablement, or loss of life due to accident while on duty. As the driver is the staff of Agency concerned, they should comply with local laws and provisions relating to their deployment with their Agency concerned. The Bank will not be liable for their non-compliance.
21. Rest room/change room or meals to the drivers will be the responsibility of the agency and the drivers and any staff of the agency will not be considered as an employee of the bank in any circumstances. The drivers will be the staff of the agency and Bank will not be responsible for violation of any rules / regulations in this regard.
22. All the drivers should shave daily and should have a decent haircut. The drivers shall be well behaved, in proper uniform and shall carry ID Card indicating their

name and the name of the agency along with the KYC documents while on duty and shall carry mobile phone (at the cost of agency) with them.

23. The drivers should be of proven integrity, courteous, polite, obedient and prompt while rendering the services. They should be free from road rage. The agency should have all the relevant personal and family details of the driver. The drivers 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.
24. The antecedent of all the workers deployed by the Agency will have to be verified from the police. The Agency's workers shall not enter into any unlawful activity within the Bank's premises and shall have good moral character.
25. The Agency shall be responsible for behavior and conduct of its Driver/ staff. No staff with doubtful integrity or having bad record shall be engaged by the Agency.
26. The drivers should be medically fit in all respects and should be free from infectious diseases.
27. 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 proceeds on leave for whatsoever the reason, the agency shall provide substitute driver 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.
28. The Agency will provide Mobile phones to its drivers. All expenses for providing mobile, rental and maintenance etc. shall be borne by the Agency. The mobile has to be kept activated at all times.
29. The bank reserves the right to get the Milo meter system checked at any time as surprise check. If Milo meter system is found tampered a minimum penalty of Rs. 10,000/- (Rs. Ten Thousand only) will be imposed on the Contractor/Agency and the same shall be deducted from the bill. Decision of the officer in charge in this regard shall be final. In addition, the Bank reserves the right to terminate the contract.
30. The movement of monthly vehicles for filling fuel and maintenance will be at the cost of the Agency and shall be from the nearest filling station to avoid delay. The Agency shall provide spare wheel, proper tools kit and other equipment required under Motor Vehicle Act with each vehicle.

31. For maintaining the vehicles in running condition, the Agency shall preferably carry out regular servicing of the vehicles. All claims and incidental expenses towards repairs, servicing the vehicle etc. shall be borne by the Bidder.
32. Utmost care shall be taken to keep the noise level of the vehicle to the minimum so that no disturbance as far as possible is caused to the Bank official.
33. Proper Identity cards to be given to the employees.
34. As and when there will be security requirements, certain additional restriction can be imposed as per the requirement of the situation.
35. Whenever the user official, so directs as per Banks' extant rules, or whenever the user official is on tour/leave, the vehicle will report to the Liaison Department, LHO, Bhopal and the vehicle will be used in the general pool of the Bank till the validity or such period as desired by the official.
36. During the contractual period if the vehicle is seized/detained/Impounded by the Police, Transport Authorities, etc. for any reason whatsoever; it will be at the sole risk / responsibility of the Agency. In such cases, replacement vehicle should be provided immediately.
37. In case the vehicle breaks down on the way or found missing from duty, the agency will be responsible to provide alternate vehicle immediately failing which the Bank will be within its right to make alternative arrangement at the risk and cost of the agency. On repetition of such incident to the extant, Bank may reject the vehicle 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 vehicle should be provided with prior intimation to the official for whom the vehicle is engaged and in consultation with Liaison Department of the Bank.
38. All duties/taxes/fees/levies/permit/charges etc. whatsoever payable, in consideration of the trade or otherwise for or relative thereto shall be at the cost of the Agency. State Bank of India will not be liable to meet any such expenses.
39. The Contractor shall comply with legal orders & direction of the local or public authority or municipality and abide by their rules & regulations & pay all fees & charges which may be liable.
40. It will be the responsibility of the Agency to obtain the necessary permission for the drivers who are entering our premises with their vehicles as per the current regulation of security. Drivers without identity card of the Agency will not be allowed to enter in office premises.

41. The Agency staff is subject to physical checking by our security staff in addition to security checking of the vehicles by our security staff. The Agency staff should not loiter in the premises.
42. The Agency should have Office within the municipal limits of Bhopal with telephone facility and contact point for 24 hours. The telephone and/or mobile numbers of concerned persons should be provided to the user official and Liaison Officer. The residential address of the proprietor of the Agency as well as the driver should be provided to the Bank.
43. The Bidder shall not at any time sub-contract or assign in whole or in part its obligations, liabilities, privileges, benefits and rights in or under this contract for any purpose and to any intent in favor of any third party without prior consent of the Bank.
44. The Bidder shall always ensure that the hours of work and other service conditions of employment of his / its drivers are in accordance with all applicable laws and rules including Contract Labour (Abolition & Regulation) Act 1970. All liabilities and penalties arising out of violation of any of the laws, rules and regulations shall only be borne by the Bidder/s.
45. The agencies will also appoint dedicated Managers/Supervisors who will visit the sites regularly to monitor cars and drivers as surprise check and always be available for executives in case of any requirement.
46. No change of vehicle / driver will be allowed without the prior permission of the Bank. Contract shall be awarded for specific type of vehicle/s to be deployed with the Bank.
47. Since the driver will be the employee of the agencies / company, therefore any rise in the minimum wages has to be borne by the agency/company and cannot be charged to the Bank. The agency / company has to take all the incidental charges into account.
48. 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". 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.
49. Unless intimated otherwise, the present agreement will be for a period of 36 months (3 years) subject to annual review based on satisfactory performance.
50. The contract shall be governed, interpreted and enforced in accordance with law of India and Courts at Bhopal shall alone have exclusive jurisdiction.

51. 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 rental charges shall be payable by the Bank to the agency. This clause is subject to clause 98 herein.
52. 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. This clause is subject to clause 98 herein.
53. In case the loan facility for purchase of new cars is to be availed, the same should be done preferably from SBI only.
54. Physical dent, paints or damage to the vehicle due to any reason during the tenure of the contract should be rectified promptly so as to maintain decent look of the vehicle during the hired period. Failure to comply would enable the Bank to reject such vehicles for any further period of the Contract.
55. Supply of all the required vehicles will have to be completed within a period of 30 days from the date of the contract. 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 vehicles is attributable to the manufacturers, then the Bank may extend the duration, subject to production of suitable letter from the manufacturers, signed by the authorized signatory of the company.
56. The fitness certificate of the vehicle has to be submitted by the agency within a period of two months from the date of contract. The fitness certificate should always be in force and should be renewed on expiry, the cost of which will be borne by the agency.
57. The vehicle deputed will have comprehensive insurance cover inclusive of passengers. Bank shall not be responsible for any damage whatsoever to the vehicle / driver or third party. The Agency shall get Comprehensive insurance policy for their motor vehicles from an established Insurance Company and keep such policy in force at all times to cover all risk of whatsoever nature inclusive of any damage caused by the vehicles to the bank property.
58. The agency will produce for the perusal of the Bank, the original insurance policy and proof of payments of all insurance premium and charges in respect thereof as and when demanded by the bank. The vehicles may have to go outside Bhopal ,in such cases the vehicles shall possess all relevant permits etc.



59. The Agency will ensure that vehicle supplied to the bank must have all valid documents like, Insurance, Registration book, Road Tax payment and other requirement as per the state law. The above condition will also be applicable for the vehicles given in replacement due to emergencies. On demand, the Agency has to show the original Registration Book, Insurance Paper, Pollution control certificate, license and other vehicle related papers and to submit photocopy of the same. The vehicle provided should have permit to travel throughout Madhya Pradesh and Chhattisgarh.
60. The Bank reserves the right to reject all or any one offer at its own discretion and without citing any reasons.
61. No part of this contract or any share or interest therein shall be in any manner or degree be transferred assigned or Sublette by the Agency directly or indirectly to any person, firm or company whatsoever.
62. No request for escalation of rates will be entertained for whatever reason during the contract period.
63. The rate shall be quoted in Indian Currency Only.
64. The rates accepted by the Bank shall remain valid for a period of 3 years.
65. The Bank shall review the performance of the Bidder on a monthly basis, where the performance is not satisfactory or where damage to the Bank's property is caused by / at the instance of the Bidder's driver / staff or where requisite vehicles were not engaged / provided during any month as evident from the logbook or where Vehicles, agreed to be brought / maintained by the Bidder as per requirement under the contract, are not provided, or where the Bidder or his driver/s indulged in fraudulent activities, then without prejudice to the Bank's other rights, powers and remedies under this contract, appropriate deductions will be made as per the assessment made by the Head of the Liaison Department and the same shall be binding and final and no further representation will be entertained by the Bank.
66. The Bidder shall ensure that only qualified, experienced drivers possessing valid commercial driving licenses are deputed to or be on duty, who undertakes full responsibility of safety and security of Bank's staff, by ensuring safe driving. All drivers reporting to the Bank must have their police verification and necessary License, Certified copy of which should be submitted to the Liaison Officer, SBI, LHO, Hoshangabad Road, Bhopal.
67. Agency and their workers to follow strictly all safety precautions required for handling Vehicles and the Bank will not be responsible for any losses.

68. The Bidder should be able to replace the drivers who are found absent from duty, or found indulging in misbehavior, missing trips/ outstation visits, misusing the log sheets, refusing to do duty, etc. In case of reliever driver, the driver should have proper proof of identification and/ or deputation letter from the agency.
69. The driver should wear white uniforms provided by the agency with an emblem or the name of the agency on the shirt's pocket, black leather shoes and should have a reliable mobile connection for communication with the user executive. The capital/ recurring cost of all these items will be borne by the agency.
70. The driver should be conversant with routes and places in Bhopal and around. Drivers deputed should have adequate knowledge of Hindi.
71. The Bank reserves the right to select the driver for its executives as per the requirement of the Bank.
72. The Drivers should be available near the vehicle at the time of vehicle parking when on duty. Drivers shall not leave the vehicle without specific permission of the user. Normal permission may not be given for more than 30 minutes for regular meals and 10 minutes for tea.
73. The vehicle must be kept clean and periodically serviced and the vehicle should always be in good condition.
- The vehicles to have all fittings and fixtures as per the original car manufacturers. The following additional fitting shall be provided by the Agency :
- Fan, Music system (CD, MP3 Players) with remote.
  - Seat covers and three cushions of good quality.
  - Full size floor mats to cover the entire carpet
  - Reading lights for back seat passengers.
  - Side and rear windows sun shields.
  - Multipoint mobile charger.
  - Spares viz. tool kit, fuses, tyre, spark plugs etc.
  - Fire Extinguisher, First Aid box, Room Freshener, Perfume, Tissue Paper, Umbrella etc. to be kept in car.
  - The vehicles shall be provided with branded (viz. Bisleri, Kinley, Aquafina, Himalaya, etc.) two Mineral Water bottles of 500 ml each every day during booking of vehicles and 2 newspapers – one English or Hindi and one financial newspaper.
  - All the vehicles should be GPS enabled for direction/route map purpose and should have proper auto climate control installed.
- The cost of such items shall not be extra and will be borne by the service provider. No tools and parts including special T&P etc. shall be supplied by SBI. The agency will have to make its own arrangements at its own expense for all tools and parts for vehicles.

74. The log sheet / parking / toll charges receipts will have to be signed by the executives on daily basis to avoid any misuse / pilferage by making a note of Meter reading of starting point and end point.
75. The Bidder or the drivers shall not use or occupy any area/ premises/building of the Bank for any purpose/s other than for parking the vehicles hired and should not involve in any commercial activity. Rest room/change room or meals to the drivers will be the responsibility of the agency / company.
76. In case the agency / company obtains financial assistance from any institution, organization and bank, the Bank will not be responsible/ liable to meet the repayment of loan instalments to the lender. Vehicles 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 vehicles if any will solely lie on the agency/company.
77. The agency and its staff/drivers shall not disclose, divulge, reveal or use for any purpose any information relating to the Bank, which would reasonably be considered to be private or proprietary to the Bank, the release of which could reasonably be expected to cause harm in any manner to the Bank, which the agency and/or its staff/drivers have obtained, except as authorized by the Bank or as required by law. This obligation on the part of the agency and its staff/drivers shall apply during the term of agreement and indefinitely after the term of agreement. The agency and its staff/drivers shall also not disclose directly or indirectly any information and details of the Bank's infrastructure / systems/ equipments, etc., which may come to its possession or knowledge during the course of discharging its contractual obligations in connection with this empanelment, to any third party and shall at all times hold the same in strictest confidence. It shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The agency shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract and the Bank shall be entitled to claim damages and pursue legal remedies.
78. The agency shall comply with all the rules and regulations relevant to supply and running of vehicles on rental basis as stipulated by RTOs across Madhya Pradesh State, 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 non-compliance of laws.

79. The agency shall defend, indemnify and hold the Bank harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by the agency/his employees of such laws, regulations or requirements and also from all claims, suits arising out of or by reason of the work provided by his contract including any liability that may arise out of accidents, whether brought by the employees of the agency, by third party or by the central or State Government authority of any Motor Vehicles Act as applicable.
80. The working hours of the drivers should be as per the applicable legal provisions. However, the agency to ensure availability of services for 10 hours per day. 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 10 (ten) hours a day without any extra charges. The extra hour charges will be payable by Bank only after / beyond 10 hours. The duration of 10 hours will be from 9 AM to 7 PM. Only one allowance will be paid to the driver i.e. either Extra hour charges or night charges or outstation charges. If duty hours extend beyond 12 midnight, only night charges will be paid. If executive travels out of Bhopal, only outstation charges will be paid.
81. 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..
82. Any dispute arising herein shall be subject to the courts at Bhopal.
83. 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 15 (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.
84. 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
- 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 rental agreement as may be deemed necessary, whatever be the reason of changes, the subject rental agreement would be terminated unless the new company/entity accepts the subject rental 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.

85. The Bidder agrees to indemnify the Bank against all losses or claims in respect of any or all statutory / financial obligations arising out of any negligence or misconduct on the part of the driver/contractor howsoever and in whatsoever manner caused to the Bank. The Bank will not enter into any litigation whatsoever under any circumstances in respect of afore-stated statutory / financial obligations. Any litigation if so warranted/compelled will be conducted and pursued by the Bank at the cost of the Bidder only.
86. The Bank shall be liable only for paying hiring charges. The Bidder shall be responsible and answerable for all claims from third parties including the employees of the Bank in the event of any accident or injury, death, loss or damage leading to / involving any liability caused by the Bidder or its driver/s or employees. The drivers will be the employees/workmen of the Bidder. The Bank will have no master-servant relationship with the driver. The relation of bidders and the Bank is principal-to-principal basis. If during the contract period, any loss or damage to property or life, death due to accident etc., is caused either to the passenger, driver or any other third party, the Bank shall not be responsible for the same.
87. In case the staff / drivers of the Bidder suffer/s any injuries / damages or meet with an accident in the Bank premises or outside the Bank premises, while driving the vehicle or otherwise, the entire cost of compensation should be borne by the Bidder.
88. The vehicles must be covered with comprehensive insurance policy against every conceivable liability, Road taxes, State permits / licenses etc, and the Bidder must comply with all the statutory obligations in respect of the driver and the vehicle more specifically those contained in the Motor Vehicles Act from time to time and at all times. Proof of such compliance will have to be furnished to the Bank at half yearly intervals.
89. The Bidder shall comply with the Rules / regulations under Motor Vehicle Act or any applicable Law and prescribed by the Madhya Pradesh Transport Authority for running the vehicles in addition to the respective State Authorities where the Vehicle/s is / are used by the Bank or its Executives.
90. The Bidder should be able to replace the vehicles that are not roadworthy or not having, valid documents.
91. The Bidder shall be responsible for all legal compliances prescribed by Government of India and the State Governments concerned which shall among others include law relating to Income Tax, Accidents, ESI, EPF, Insurance, Contract Labour (Abolition & Regulation) Act, Industrial Disputes Act, Payment

of Gratuity Act, Payment of Bonus act, Workmen Compensation Act, Payment of Wages Act, Minimum Wages Act etc. The Bidder along with the Motor vehicle Insurance Premium etc. shall submit proof of payment of statutory dues as and when asked by the Bank. Any breach of the applicable laws, rules and regulations would entitle the Bank to cancel the contract.

92. The security deposit of the successful Bidder shall remain deposited with the Bank during the period of contract which can be forfeited in case Bidders violates the terms and conditions of tender during this period and will not carry any interest over and above the interest of FD.
93. No payment shall be made for any damage caused by rain snowfall, flood or any other natural calamity, whatsoever during the contract period.
94. The bidder must obtain for himself on his/her own responsibility and at his /their own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and acquaint himself with all the local conditions.
95. Successful service provider shall sign an agreement as specified by the Bank and it will constitute a binding contract between the bank and the service provider. The service provider shall bear all the costs and expenses in respect of all charges , stamp duties etc. of the agreement. The successful bidder to whom the contract may be awarded shall commence his services within 30 days from the date of award of contract.
96. All taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement shall be set-off against the bills raised by the travel agency/service provider and paid to the respective department or authorities as may be required under law and the service provider shall have no claim against the Bank in respect of such payments.
97. On receipt of intimation from the Bank of the acceptance of tender, the successful tenderer shall be bound to implement the contract within seven days (7 days) with the controlling department (Office Administration Department, SBI, LHO, Bhopal).

98. **PENALTIES**

While all contractual obligations will strictly be observed and enforced, deductions will however be made for poor or unsatisfactory services, such as;

- (a) In case the meter is found faulty/tampered on check, penalty of Rs. 10,000/- (Rs. Ten Thousand only ) shall be levied and the vehicle shall be replaced by another vehicle. The vehicle of which meter was found faulty shall not be taken back on duty.

(b) Late reporting for duty beyond 30 minutes will be fined of Rs. 500/-. In case, no alternate vehicle is arranged within half-hour, the cost incurred by the Bank for using Taxi for the service will be borne by the contractor/ Bidder.

(c) Where a vehicle has not been provided for the whole day despite requisition thereof, a penalty at the rate of a day's vehicle rent shall be levied along with reimbursement cost of hiring a replacement vehicle.

(d) The Bank reserves the right of imposing the above penalties and the amount of such penalties shall be deducted from the monthly bills of the Bidder or the security deposit kept with the Bank as the case may be.

(e) Misbehavior of the drivers will be viewed very seriously and the Bank reserves the right to order the change of drivers immediately or impose penalties it may deem fit in such cases. It will be recoverable from the Agency bill. Violation of any clause of the contract shall attract penalty. Whether it shall effect the payment or not will be solely at the discretion of the Bank in following cases.

i) Delay in replacement of vehicles in case of breakdown.

ii) If driver is not present near the vehicle or takes car for meals etc. , the loss / theft from the vehicle on account of driver's negligence shall be recovered from the Agency's bill/security deposit.

(f) Wherever the Bidder or his driver / employee/s, after the award of the contract, is / are found indulging in fraudulent acts and dishonest practices like fake duty slips, overwriting to increase the kilometers and hours and similar kind of wrong practices by the Bidder/driver, non-payment of EMI of Vehicles supplied to the Bank, the contract shall be liable to be cancelled by the Bank with immediate effect and the security deposit shall be forfeited.

(g) If items mentioned (mineral water, Newspaper, tissue, etc. as per tender) are not provided by the agency, then a sum of Rs. 500/- shall be deducted from the bill.

(h) The Bank shall levy the penalty only after giving reasonable opportunity to the agency.

## 98. **Termination**

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

- (i) The Bank may, without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by fifteen (15) days notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the contractor, or the engagement is not in the interest of the Bank or the Bank no more

requires any such service and the Contract shall be deemed to have been terminated for all purposes on the expiry of the fifteenth (15) day from the date of receipt of the notice.

(ii) Other Grounds for Termination: The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice without assigning any reason and without payment of any compensation, in the following cases: -

a) the bidder 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.

b) If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the bidder is convicted by a criminal court on grounds of moral turpitude.

c) For any reason whatsoever, the bidder becomes disentitled in law to perform his obligations under this agreement.

d) The Bidder is involved in wrongful billing. In addition, hereto wrongful billing shall also result in the organization being debarred from participating in any other tender of the Bank.

e) It shall be open for SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s, being director/s or partner/s, in the said company / firm or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in the absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partner or the addition or introduction of any partner. In case of retirement/ death, the surviving or remaining partner of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement

(iii) The termination of this agreement shall not affect the rights, remedies and obligations of the parties accruing prior to such termination.

(iv) Notwithstanding the aforesaid, this Agreement may be terminated by SBI before the term of this agreement by giving the Service Provider 15 days prior notice in writing without assigning any reason.

(v) The provisions of this Clause shall not preclude SBI from recourse to any other remedies available to it under any statute or otherwise, at law or in



equity.

(vi) The Bidder shall upon termination of this Agreement forthwith hand over to SBI all documents, material and any other property belonging to SBI including any confidential information.

## **99. Prevention of Sexual Harassment**

a) The tenderer / agency shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of Sexual Harassment against its employee within the premises of the Bank or in the hired vehicle, the complaint will be filed before the Internal Complaints Committee constituted by the tenderer / agency and the tenderer / agency shall ensure appropriate action under the said Act in respect to the complaint. The tenderer shall confirm constitution of Internal Complaints Committee for the purpose.

b) Any complaint of Sexual Harassment from any aggrieved employee of the tenderer against any employee of the Bank shall be taken cognizance of by the Internal Complaints Committee constituted by the Bank.

c) The tenderer shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the tenderer, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the tenderer is proved.

d) The tenderer shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

## **100. Validity of Tender**

Tenders shall remain valid and open for acceptance for a period of 3 (three) months from the last date of submission of Bid. If the bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank, the Bank shall be at liberty to forfeit the EMD without prejudice to any other right or remedy.

Signatory

State Bank of India

Seal of the agency / company

**UNDERTAKING:**

- a) I / We hereby certify that all the information furnished above are true to my knowledge. I have no objection to the Bank verifying any or all the information furnished in this document with the concerned authorities, if necessary.
- b) In the event of any information or statement being found to be incorrect in any way and at any time, the same be construed to be a misrepresentation, enabling Bank to avoid / cancel any resultant contract and forfeit the EMD deposit.
- c) I / we further undertake that as and when called upon by the Bank for inspection, to produce original (s) of the documents of which copies have been attached hereto.
- d) None of the vehicles to be provided by us under this contract shall be owned by or registered in the name of any Bank's employee or his/her close relation (husband/wife/son/father/brother/sister).
- e) All the vehicles to be provided by us under this contract shall be registered as commercial vehicles in our name / company's name fulfilling the norms prescribed by Department of Transport, Govt. of Madhya Pradesh.
- (f) It is certified that my Company / Agency / Firm / Sole Proprietor is not declared debarred or blacklisted by any Govt. Authority/Department/Autonomous Body of State/Central Govt. etc .
- (g) I / We also certify that, I / We have understood all the terms and conditions indicated in the tender document and hereby accept the same completely and unconditionally.

Date:

Signature of Bidder/Authorized Signatory.....

Name of the Bidder.....

Seal of the Bidder

LETTER OF AUTHORITY

**PROFORMA FOR LETTER OF AUTHORITY TO ATTEND PRE-BID MEETING,  
APPLICATIONS OPENING MEETINGS AND SUBSEQUENT NEGOTIATIONS/  
CONFERENCES**

No.:  
Date:

State Bank of India,

Dear Sir,

We \_\_\_\_\_  
hereby authorize following representative(s) to attend Pre-bid meeting, application  
opening and for any other correspondence and communication against above Tender  
Document:

1) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by afore-mentioned 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 the application opening.

**INFRASTRUCTURE CAPABILITIES**

Particulars of vehicles available with the Bidder: (Minimum 15 Commercial Cars (Taxis) of the model and make as required under this tender or equivalent to these models and make in the name of Bidder

<b>S.NO</b>	<b>Type of Vehicle(s)</b>	<b>Registration Nos</b>	<b>Year</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

**Attach following documentary evidence:**

- (a) Registration Certificate in the name of agency/proprietor/partner
- (b) Insurance papers
- (c) Taxi permit
- (d) Any other relevant document

Signature of Bidder: Seal / Stamp  
Date:

**Annexure-E (PRICE BID )**

(TO BE SUBMITTED ONLINE ON <https://etender.sbi/SBI>)

S. No.	TYPE OF VEHICLE	FUEL TYPE	Nos	Monthly Rent per vehicle (including all except Fuel(petrol/diesel)and GST)
1	HONDA CITY VX MT R	PETROL	3	
2	HONDA CITY ZX CVT R	PETROL	12	
3	SWIFT DZIRE (Second Top Model)	PETROL	1	
4	BOLERO (Second Top Model)	Diesel	1	

- (a) Rates are inclusive of all Taxes, levies, duties, oil charges exclusive of Fuel charges(Petrol/Diesel) and Service Tax/GST. Toll and parking charges shall be paid as per actual only for outstation trips based on production of original receipt duly verified by concerned officer. State entry taxes shall be as per actual by the Bank.
- (b) Vehicles provided to the Bank shall have a valid permit in Madhya Pradesh and Chhattisgarh.
- (c) The charges quoted above include cost of items mentioned in the “ Terms and conditions” like two Mineral water bottles of 500 ml each per day, face tissue paper, fire extinguisher ,first aid box etc. in the vehicle.
- (d) The Bank reserves the right to review the case of any tenderer whose services are found to be unsatisfactory and even cancel his contract.
- (e) The L1 will be decided on the basis of lowest amount quoted by the bidder for each model prescribed above.
- (f) The order will be placed only to empaneled firms as per the requirement of the Bank.
- (g) Night Charges fixed by the Bank@ Rs. 300/- per day for outstation vehicle

**NO DEVIATION CONFIRMATION**

To,

State Bank of India,

Dear Sir,

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

(SIGNATURE OF AUTHORISED PERSON WITH SEAL)

**DECLARATION REGARDING NEAR RELATIVES OF SBI**

I/We .....S/o/ D/o ..... Residing at .....none of our relative(s) as defined in the tender document is/are employed in SBI as per details given in the tender document. In case at any stage, it is found that the information given by me is false/incorrect , SBI shall have the absolute right to take any action as deemed fit, without prior intimation to me.

(The near relatives are members of a Hindu Undivided family/ husband and wife/ the one related to the other in the manner as father, mother , son(s) and son's wife (daughter-in-law), daughter(s), husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

Place:

Date:

Signature of Applicant/Authorized Signatory with Seal

Name in Capital Letters:

Address: