

TENDER FOR AVAILING THE SERVICE OF HIRING AGENCIES/COMPANIES FOR PROVIDING CAR ON MONTHLY HIRE BASIS FOR SBI, SMEC, MOHALI

MAKE AND MODELS OF THE CAR REQUIRED BY THE BANK

Sub 4 mtr sedan e.g. Swift Dezire/Etios/Aura etc. preferably white (05 Seater new or six months old) on Monthly Basis.

The car to be provided will be brand new car as per the car models specified above and colour of the car should be preferably white or other acceptable to the PUNJAB STATE for the registration of the car in taxi segment. The vehicle should have commercial registration with RTOs of PUNJAB state only. The cars should be provided GPS / GPRS system and should comply all future legal requirements of the various state transport departments of Punjab/ branches falling under the control of A.O. Mohali i.e. district Mohali and Tri City (i.e. Chandigarh, Mohali, Panchkula).

1.COMMERCIAL TERMS FOR CALCULATION OF CHARGES

1. The applicants have to quote the amount for the fixed monthly charges (Including driver salary and maintenance of the car and all outer statutory charges/dues/Taxes etc.). Bank will reimburse fuel charges for the ordinary diesel/petrol at an average of 14 kms per litre on monthly basis for the above-mentioned models. The reimbursement of fuel will be at the average rate of fuel for 1st 15th and the last day of the month.

2. The variable charges to be paid have been fixed by the bank, which will be common for all the empaneled agencies. The variable charges shall be calculated as under:-

a. Extra hour charges Rs. 60/per hour, over & above the fixed limit of 10 hours.

b.Sundays/National Holidays-Rs.500/- per day (reliever charges).

c. Night retention charges-Rs.200/- per night beyond 12.00 Midnight.

d. Outstation beyond Distt. Mohali and Tri City (i.e. Chandigarh, Mohali, Panchkula), limit being Rs.200/- (without Night stay) or Rs.300/-(With Night Stay) No extra overtime will be paid for those days.

2.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 nonperformance during the last three years as on the date of issuance of tender.

2. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

3. 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.

4. The Agency / Company should be registered for the purpose of GST.

5. The Agency / Company should be an assessee of Income Tax and should have valid PAN number.

6. The Agency / Company should have car in the Company's name which is being Given/used on monthly/causal hire under National "T" permit. Please attach tabular statement giving Car make, model, registration number and owner's name, attach self-attested photocopy of RC for vehicle.

BID VALIDITY

The offer shall be valid for a period of 2 month from the date of submission of the quotes.

3. EMD

Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty thousand only) 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 favor of State Bank of India, payable at Mohali. 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 bidders within 30 days from the completion of the tender process without any prejudice to any other rights of the bank. 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.

However in case of successful bidder / bidders, the EMD will be continued with the Bank till submission of performance guarantee.

Other operational terms & condition of Agreement.

1. The car provided for the purpose of monthly hiring basis should be brand new cars and as per the models approved by the Bank fitted with GPS / GPRS facility meeting the requirement of the law forcing agencies/State Transport Department.

2. The vehicles should be available round the clock on all days of the year and shall remain parked at the Bank's premises or at the residence of the user as per the discretion of the user.

3. The start of duty timings will be as per the convenience of the user official. For using the car beyond 10 hours duty overtime would be applicable on hourly basis at rates, as approved by the Bank. Night charges will be paid in case of duty hours beyond mid night and the night charges

will conclude at 5 AM on the next day morning. No night charges will be paid in case of outstation travel, only outstation charges will be reimbursed by the Bank.

4. The agency shall comply with all the rules and regulations relevant to supply and running of tourist taxis stipulated by RTO, Mohali 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.

5. The agency should have an office with telephone facility and contact point for 24 hours and the telephone/mobile numbers 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 have antecedents, police verified.

6. The driver should be provided with uniform and a reliable postpaid mobile connection for communication with the user executive and its capital/ recurring cost will be borne by the agency.

7. The car must be kept clean and periodically serviced and provided with neat seat covers which should be changed, after every 15 days. The agency shall bear the expenses in regard to periodic washing of seat covers and general upkeep of the car. The time for cleaning car cannot be included in the working hours for the purpose of calculations.

8. Rest room/change room or meals to the drivers will be 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. 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.

10. The contractor should make arrangements for filling the fuel from the Petrol Pump which is on the regular route of the user on the regular route from the residence to office or otherwise. Extra running for filling fuel and any use of the vehicle by the driver will be at the cost of the agency.

11. The car used by the Bank on hire on monthly basis will be essentially required to be parked at the Bank's apartment provided to the user executive unless otherwise desired by the Bank. The keys of the hired car should be deposited to the user officer overnight so as to move the vehicle in the case of any need or in emergencies. In case the place for reporting for start of duty will be Bank's premises or the residence of the officer concerned and mileage will be paid for by the bank for reporting/return of the vehicle to from the place of duty.

12. In case car meter is found faulty on check, the penalty of Rs.5000/- will be levied.

13. 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 Tri City (Chandigarh, Mohali Panchkula) and around. The renewal of the driving licenses will be the responsibility of the agency.

14. 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 or 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.

15. The driver will comply with the orders given by the officer, Security Officer or any other responsible functionary of the Bank regarding safety and security when the car is in the Bank's premises.

16. The drivers should be in uniform provided by the company/ agency, neatly dressed, courteous and obedient. If the driver reports on duty without uniform, Bank has the right to put penalty of Rs 500/- per such instance. If at any stage driver found drunk a penalty of Rs. 5,000/- will be imposed and will be recovered from pending bills and any repetition of the same will take seriously and Bank will be free to de-hire the vehicle without serving any notice to the agency. Further the driver must have his own source of conveyance & should not use office vehicle for his own purpose.

17. 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.

18. 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 of the same segment, till suitable alternative arrangements are made. Further the agency will arrange another car till the car concerned is repaired/ replaced. In the event of failure to provide such replacement, Bank will claim Rs. 2,500/-per day towards penalty or actual cost of making alternate arrangement whichever is more.

19. 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 extent, 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.

20. Whenever the user official so directs as per Bank's extant rules the car will report to the concerned officer, Mohali 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.

21. The agency shall indemnify the Bank against any damage/ loss out of accident caused by the car. All applicable taxes inclusive those of passenger tax, road tax and permit charges etc. will be borne by the agency.

22. Parking of the car during the office hours will be arranged by the agency at their cost within 1 KM radius from the Bank. However Toll tax, service tax etc. 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.

23. The Company should ensure and confirm to the Bank that 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 time to time.

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 without assigning any reason, by giving 30 days notice to the agency concerned during the contract period. 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. The 30 days notice shall be binding on the agency and the same shall not be challenged by the agency before any court of law.

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 obtain 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. 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.

29. 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 will be treated as non-compliance of the contract.

30. The Bank reserves the right to reject all or any one offer at its own discretion and without citing any reasons.

4. 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.

5. 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 (*More than one vehicle may be hired by the bank at a later stage, subject to satisfactory services).

6. 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.

7. Arbitration:

Any dispute or difference whatsoever arising between the Parties out of the contract or the validity or breach thereof, 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, which will be Deputy General Manager (B&O), MOHALI. The venue of the said Arbitration shall be at RUPNAGAR, 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.

8. 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:

- a) 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.
- b) If the Agency / Company commit any breach of the terms of this Hire agreement / tender document.

c) 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.

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

e) The engagement is not in the interest of the Bank or the Bank no more requires any such service.

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 by the agency / company for the term for which the agreement / arrangement has run.

SIGNATURE OF AUTHORISED PERSON WITH SEAL DATE:

(Note every page must be signed as a token of having accepted the terms & conditions)