State Bank of India
Local Head Office, Guwahati
Office Administrative Department

TENDER FOR HIRING OF CARS FOR OFFICIAL USE OF STATE BANK OF INDIA,

LOCAL HEAD OFFICE, GUWAHATI.

State Bank Of India, L.H.O., Guwahati invites tenders from reputed and experienced persons/ firms/companies in the relevant field for providing 3 Nos. of Maruti Suzuki Dezire VDI ( new model) cars as specified in the technical documents on monthly hiring basis for official use of State Bank of India, Local Head Office, Guwahati. Intending persons/firms/ companies may collect Technical documents from the Liaison Officer, Liaison Department, Ground floor, State Bank Of India, Local Head Office, Guwahati, G.S. Road, Dispur during the office hours from dt. 31.07.2017 to dt. 19.08.2017 or can be downloaded from our website - www.sbi.co.in under the head ‘procurement news' and submit their Technical Bids in prescribed format to the undersigned super scribed as “Technical Bids for hiring of Cars for State Bank of India Local Head Office, Guwahati” on or before dt. 21.08.2017 upto 2.00 PM. A pre-bid meeting will be convened for clarifications of doubts, if any, related to the bid, with prospective persons/firms/ companies at 3.00 PM on dt.08.08.2017 at the office of the undersigned. On-line Reverse Auction for Price Bid will be conducted among the shortlisted vendors who will be qualified in Technical Bids as per the Bank’s requirement. The Bank reserves the right to accept or reject any or all tenders at any stage, without assigning any reason whatsoever.

Sd/-
Guwahati
Assistant General Manager

Date: 30.07.2017
(Office Administrative Deptt.)
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1. **SUMMARY**

State Bank of India invites tenders from reputed & experienced persons/firms/companies in the relevant field as per details given below for hiring of 3 nos of Maruti Suzuki Dezire VDI (new model) cars on monthly hiring Basis for official use of State Bank Of India, Local Head Office, Guwahati for a period of 1 (one) year which may be extended for another period of 2 (two) years subject to the satisfaction of the Bank about the performances / conduct of the contractor which will be assessed by the Bank in regular intervals. Provided that, in case of extension of the contract beyond the period of one year the terms & conditions on the basis of which contract has been awarded will remain unchanged except the period of the contract. On completion of the contract period, it may be extended entirely on Bank’s discretion.

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<th>S. No.</th>
<th>Particulars</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Department Inviting the Tender</td>
<td>The Assistant General Manager(OAD) Office Administrative Deptt.), State Bank Of India, Office Administrative Department, 2nd floor, A-block, Dispur, Guwahati – 781006 (Assam). Phone No.: 0361-2237555, FAX-0361-2237532 Email: <a href="mailto:agmpne.lhoguw@sbi.co.in">agmpne.lhoguw@sbi.co.in</a></td>
</tr>
<tr>
<td>2</td>
<td>Description of the Work in Brief</td>
<td>Providing 3 nos Maruti Suzuki Dezire VDI (new model) cars on hiring basis on monthly rental basis for station/outstation official use of State Bank Of India, Local Head Office, Guwahati.</td>
</tr>
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<td>3</td>
<td>Minimum Eligibility Criteria</td>
<td>Who do not fulfill the minimum eligibility criteria given in the tender document need not to apply. Any incomplete tender application and / or not fulfilling the minimum eligibility criteria will be summarily rejected.</td>
</tr>
<tr>
<td>4</td>
<td>Technical Tender document (Technical Bid)</td>
<td>Can be downloaded from the Bank’s website <a href="http://www.sbi.co.in">www.sbi.co.in</a> under “Procurement News’ section.</td>
</tr>
<tr>
<td>5</td>
<td>Method of Submission of Technical Bids</td>
<td>The Technical Bids with all contents shall be in English. Completed Technical Bids in sealed covers containing the name and complete address/contact numbers of the applicant on the cover and bear the title ‘Technical Bid for hiring of cars for SBI Local Head Office, Guwahati’ should be submitted by 15.00 hours on or before dt.21.08.2017 at the following address:- The Assistant General Manager (OAD), State Bank of India, Local Head Office, Office Administrative Department, 2nd Floor, “A” Block, Dispur, Guwahati-781006. Technical Bids received after the due date and time will not be considered and be summarily rejected. 2. Tenderers are advised to fill in the details asked for strictly as per the enclosed forms. Technical Bids may be rejected if relevant details are not furnished in prescribed formats and also which do not meet the qualification requirements given in the paragraphs that below. Price Bids will be invited from technically qualified firms through on-line e-Reverse Auction through Bank’s service provider a per enclosed price Bid format at Annexure-A.</td>
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Signed/-
Assistant General Manager (OAD)
2. **MINIMUM ELIGIBILITY CRITERIA for pre-qualification of the Tenderers:**

The applicants must fulfill the following eligibility criteria individually as tenderer for providing cars on rental basis. The tenders of the tenderers not fulfilling the said minimum criteria shall not be considered for Price Bids. Applicants should apply, along with documentary proof.

1. The applicant shall be an established tenderer in operation for at least five years for Hiring of 5 Nos. of cars for official use in PSU/Govt. Deptt/Banks with values as any of the following:
   
   i) Three similar works costing not less than INR 14.00 lakhs each.
      Or
   
   ii) Two similar works costing not less than INR 18.00 lakhs each
      Or
   
   iii) One similar work costing not less than INR 28.00 lakhs

2. The Applicant’s average **Annual Financial Turnover** during last 5(Five) years ending 31\textsuperscript{st} March,2016 should be at east **INR 11.00 lakhs**.

3. Applicant’s own office at Guwahati having at least 5 Nos. of own cars and required qualified staff/drivers.

4. The tenderers should be duly registered under Shops and Establishments Act and conform to all such rules of Road Transport Department (RTO) and policies / rules of the State Government of Assam and other government agencies as prescribed from time to time.

5. The tenderers should be registered for the purpose of Service Tax and Sales Tax etc, as applicable and should be an income tax assessee with Pan Card

6. The bidder should be in possession of relevant RTO permission for the purpose.

7. The applicant should possess valid certificates / license for the purpose from concerned department.

8. The tenderers should possess the following documents and should submit self-attested photocopies of the following along with Technical Bid:
   
   a) Certificate / License for appropriate authority.
   
   b) PAN Card in the name of the proprietor/firm/company.
   
   c) GST registration.
   
   d) Income Tax return for last 5 years.
e) Work order & completion certificate with work value from three clients whose work has been undertaken in last 5(five) years.
f) Trade License
g) Any other License required.

7. To obtain valid Digital Signature Certificate to participate in the e-reverse auction by 15 days from the date of issue of the letter by the Bank to the technically qualified firms.
3.1 APPLICATION FORM
For Hiring of 3 nos. of Maruti Suzuki Dezire VDI (new model) cars on monthly rental basis for official use of State Bank Of India, Local Head Office, Guwahati. Please strike-off which is not applicable.

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| 1. | a) Name of the applicant/organization  
b) Full Postal Address of the Firm  
c) Contact Details (i) Phone No.  
(ii) Mobile No.  
(iii) Fax No.  
(iv) E-mail address. |
|   |   |
| 2. | Year of establishment  
Please enclose documentary evidence |
|   |   |
| 3. | Constitution of Firm  
Enclose certified copies of documents as evidence. |
|   | Sole proprietorship/ Partnership  
/Private Ltd. / Ltd. Co. / Any other (Please specify) |
| 4. | Name of the Proprietor/Partners/Directors of the organization/firm  
Enclose certified copies of document as evidence. |
|   |   |
| 5. | Name/s of authorized signatory with designation |
|   |   |
| 6. | Mode of Authorization  
Enclose certified copies of document as evidence |
|   | Resolution / Partnership Deed /  
Registered Power of Attorney /  
Proprietor / Any Other (Please specify) |
| 7. | Details of registration—whether partnership firm, company, etc. Name of registering authority, date and registration number (Note: partnerships firms not registered with the appropriate authority need not apply), if any  
Enclose certified copies of document as evidence. |
|   | Yes/No |
| 8. | Whether registered with Govt. /Semi Govt./Banks/CPWD/Municipal Authorities or any other Public Organization and if so, since when? (Enclose certified copies of document as evidence).  
i. Name of Organization  
No. & Date of Registration  
ii. Name of Organization  
No. & Date of Registration  
iii. Name of Organization |
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<tr>
<th>No.</th>
<th>Description</th>
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<tr>
<td>9.</td>
<td>No. &amp; Date of Registration</td>
</tr>
<tr>
<td>10.</td>
<td>Yearly turnover of the organization during last 5 (five) years (year wise) and furnish audited balance sheet and Profit &amp; Loss A/c. (Audited) for the last 5 years.</td>
</tr>
<tr>
<td>11.</td>
<td>Banker’s Details (i) Banker’s Name (ii) Full Postal Address (iii) Telephone No. (iv) Account No. (v) Type of Account</td>
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<td>12.</td>
<td>Bank Solvency Limit (Please enclose latest Solvency certificate from the Banker)</td>
</tr>
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<td>13.</td>
<td>PAN No. (Income tax) Enclose certified copies of document as evidence</td>
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<td>14.</td>
<td>Whether registered with sales tax department, if yes, CST No./GST State ST No. VAT / TAN No/ GST Please enclose documentary evidence</td>
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<tr>
<td>15.</td>
<td>GST Registration Please enclose documentary evidence</td>
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<tr>
<td>16.</td>
<td>Whether last five years IT returns filed (Pl. enclose certified copies of the IT returns of last five years).</td>
</tr>
<tr>
<td>17.</td>
<td>Details of similar works in operation/completed (Proforma-1) Please fill up enclosed Annex-P &amp; enclose copies of work completion/in operation certificates</td>
</tr>
<tr>
<td>18.</td>
<td>Details of Key Personnel Permanently employed.</td>
</tr>
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<td>19.</td>
<td>Other infrastructural information to be used/referred for this work.</td>
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<tr>
<td>20.</td>
<td>Furnish the names of -3- responsible persons along with their designation, address, telephone no., etc., for whose organization, you have completed / in operation for similar jobs and who will be in a position to certify about the performance of your organization. 1 2 3</td>
</tr>
<tr>
<td>21.</td>
<td>Whether any Civil Suit/litigation arisen in contracts executed during the last 10 years. If yes, please furnish the name of the employer, Attach a separate sheet if required.</td>
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<td><strong>22.</strong></td>
<td>Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.</td>
</tr>
<tr>
<td><strong>23.</strong></td>
<td>Please mentioned whether your any relative(s) is (are) working in the State Bank of India with the name, relationship, address etc.</td>
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<td><strong>24.</strong></td>
<td>Registration details for the EPF/ESI and the Labour License details under the Labour Contract Act.</td>
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I/We have read and understood the Press notice, Technical Documents & this Application form along with Annexure and my/our firm full fills the ELIGIBILITY CRITERIA FOR TECHNICAL PRE-QUALIFICATION described in the Pre-qualification Notice.

(SIGNATURE OF AUTHORIZED SIGNATORY)

I/We hereby confirm and certify that the information given above is correct and true and the enclosures annexed herewith are genuine to the best of my / our knowledge.
I/We are authorized to sign and submit these documents for pre-qualification.
I /We understand that if at any stage it is found / noticed by the Bank that any information thus provided by us is untrue / incorrect partly or fully and in case of receipt of adverse / unsatisfactory report from other clients / Bankers, the Bank may not consider our application and / or may de-list us and / or may take any appropriate action against us.

I /We also understand that partly / wrongly filled application and / or applications not on prescribed pro-forma and / or applications not accompanying relevant documents / enclosures / annexed documents may liable to be summarily rejected by the Bank.
I / We understand that this is merely an application & does not entitles me /us to be necessarily pre-qualified by the Bank and Bank reserves the right to reject all and / or any application without assigning any reason whatsoever.

(SIGNATURE OF AUTHORIZED SIGNATORY)
NAME:  
SEAL OF THE FIRM
PLACE:  
DATE :-
Note: Please enclose all the Annexure with relevant supporting documents duly self attested.

Annexure-P

List of clients whose work has been undertaken/in operation for last **5 years** (copy of work orders to be attached):

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Client, Location, and Name and Mobile No. of Contact Person</th>
<th>No. of Cars Hired</th>
<th>Description of the Hiring of the cars executed/executing</th>
<th>Number of Employees engaged</th>
<th>Contract Value (Rs.)</th>
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<td>1</td>
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Signature of Authorized Representative ______________________________

Name of Authorized Representative ______________________________

Date: ____________________  Place: ____________________

**Note:** The Bank may make telephonic or written inquiries about the work done, including satisfaction of the client, and may also visit the client’s sites. Contractors should note that by providing the names of the clients in this form, they are authorizing the Bank to make inquiries about them with those clients.
3.3 Instructions to Bidders

1.1 Applicants must use only the prescribed forms. Each page of the forms prescribed by the Bank shall be signed by the authorized signature of the Applicants.

1.2 The application consisting of complete technical specifications in the prescribed format along with the terms and conditions duly accepted shall be submitted.

1.3 Insertions, postscripts, additions and alternations shall not be valid unless confirmed by the Applicant’s signature. All pages of the application should be completed in all respects with all attachments/enclosures/annexure.

1.4 Only the shortlisted applicants, who deposit the Earnest Money as fixed by the Bank, shall be allowed to participate in the Price Bid through e-reverse auction as per enclosed sample Business Rule Document as Annexure A.

The terms and conditions mentioned above are acceptable to us.

Signature of Authorized Representative ________________________________

Name of Authorized Representative ________________________________

Date: __________________
3.4 Terms and Conditions for the Contract

In addition to the terms and conditions mentioned in other documents which form part of these tender documents, such as ‘Instruction to Bidders’, the following conditions shall apply:

A. GENERAL

1) The e-Reverse auction shall be conducted through Bank’s Service Provider for Price Bid amongst the shortlisted qualified tenderers after scrutiny of the applications received by the Bank.

2) The acceptance of any Application/ Price Bid or otherwise will vest with the Assistant General Manager (OAD), State Bank of India, Office Administrative Department, Local Head Office, Guwahati – 781006, who does not bind himself to accept the lowest bid and reserves to himself the right to reject any or all the applicants / tenderers which do not fulfill all or any of the conditions and are incomplete in any respect, without assigning any reason whatsoever. The applicant shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of application / price bids, even though the Bank modify/ withdraw the application / tender.

3) The applicants are advised to submit the tender based strictly on the general conditions governing the Service Contract, Bank’s requirements, scope of the work, Technical Specifications, conditions for Commercial bidding, etc. and not stipulate any deviations. Applications containing deviation from the terms and conditions are liable to be rejected.

4) The shortlisted tenderers will be required to deposit an amount of INR 11,500.00 to A/C No. 10242804581 (SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account) maintained at our Dispur Branch (code-3030) or in the form of ‘Demand Draft/Banker’ Cheque in favour of “Asstt. General Manager(OAD), State Bank Of India, Local Head Office, Dispur, Guwahati” payable at Guwahati drawn on any Bank in India as Earnest Money within 15(fifteen) days from the date of issue of the letter by the Bank to the technically qualified tenderers. Earnest Money Deposit shall not carry any interest. If the tenderer who quoted lowest amount in the Price Bid, backs out and will not execute the work in time, the Earnest Money Deposited will be forfeited.

5) Selected tenderer will be required to comply with all statutory requirements of the Govt. bodies. In case they fail to comply with any of the statutory requirements, the Bank may pay the full or the unpaid balance due, as the case may be, either by deduction from any amount payable to the tenderer under any contract, or as a debt recoverable from the contractor, or by invoking the Earnest Money / Security Deposit to be submitted by the contractor, at the sole discretion of the Bank.

6) The applicants shall study carefully the vehicle/specifications/ the frequencies of different operations and conditions of the tender documents to fully appreciate the scope of work before quoting their rates.
B. SECURITY DEPOSIT TO BE FURNISHED BY THE TENDERERS

1. The Tenderer who wins the price bids, will submit Security Deposit @2% (including Earnest Money deposit) on contract value on award of the contract for each work. The security deposit shall be retained till expiry of the contract. The Security Deposit will be invoked under any of the following circumstances:

   (a) The Tenderer fails to complete the contractual obligations as per the tender.
   (b) The Tenderer leaves the job half way.
   (c) The Tenderer does not undertake the jobs within the stipulated period.
   (d) The Tenderer does not perform the job to the satisfaction of the Bank.

2. Failure to perform the work and submit the Security Deposit within the stipulated period of time will result in forfeiture of the Earnest Money deposited.

The terms and conditions mentioned above are acceptable to us.

Signature of Authorized Representative _________________________________

Name of Authorized Representative with date ___________________________
BANK’S REQUIREMENT FOR CARS ON MONTHLY HIRING BASIS:

1. The contract for hiring of 3 nos Maruti Suzuki Dezire VDI (new model) cars on Monthly Hiring Basis for a period of 1 (one) year which may be extended for another period of 2 (two) years subject to the satisfaction of the Bank about the performances/ conduct of the contractor which will be assessed by the Bank in regular intervals. Provided that, in case of extension of the contract beyond the period of one year the terms & conditions on the basis of which contract has been awarded will remain unchanged except the period of the contract. On completion of the contract period, it may be extended entirely on Bank’s discretion.
2. The cars can have SBI Logo/ marking on them.
3. The cars required should NOT be older than six months and the same cars will continue for the contract period. In case of replacement of the cars, the new car’s age will be same as that of the existing car.
4. In case of poor maintenance & services of the car or behavior of the driver/employees of the tenderer is found to be unsatisfactory by the SBI, the Bank will terminate the Agreement, after issuing a Notice of 30 days time and all such financial liability of the car / cars would be of the provider Company / Agency only. Bank will not have any liability in case of above termination.

OTHER TERMS AND CONDITIONS FOR PROVIDING CARS ON MONTHLY HIRING BASIS

1. The Cars must be made available on 24 Hours X 7 days basis. The normal duty hours is from 9 AM to 7 PM daily, subject to maximum 10 Hours, if the start / closing of the duty is ahead or late by 1 / 2 hours. Before or beyond the normal duty hours, overtime will be paid @Rs.50/- per hours. However, the overtime rate will be fixed at the time of e-reverse auction from time to time as per Bank’s requirement.
2. The successful bidder shall comply with all the rules and regulations relevant to supply and running of hiring of commercial vehicle stipulated by RTO, Guwahati and other Government authorities.
3. They shall comply with all the local laws and statutory laws as applicable and will indemnify the Bank against all actions, claims, suits, loss etc. for non-compliance of laws.
4. They should have their own office at Guwahati at least for last 3 years (evidence to submit) with telephone facility and contact point for 24 hours and the telephone/ mobile numbers concerned shall be given to the user Officer. In addition, they should make dedicated arrangement to ensure that all the cars report on time and are kept clean at the start of duty each morning.

5. Drivers should be medically fit and have antecedents police verified. The driver should be provided with uniforms, identity card and a reliable mobile connection for communication with the user Officer and its capital / recurring cost will be borne by the bidder and not by the Bank. The uniforms should be neat and clean.

6. The cars must be kept clean and periodically serviced and provided with neat seat covers which should be changed at least once in every 15 days or if it becomes dirty for any reason, it should be changed immediately.

7. The successful bidder shall bear the expenses in regard to periodic washing/replacement of seat covers and also those related to general upkeep of the cars.

8. No rest room/ change room will be provided by the Bank to the drivers/employees of the tenderer. No travelling expenses/allowances, boarding and lodging will be provided to the drivers/employees of the tenderer.

9. The drivers will be the staff of the Company/Agency/proprietary firm as the case may be 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 etc., if any, due to any accident while on duty. As the drivers are staff of the bidder Company/Agency/proprietary firm concerned, they should comply with all the laws and provisions relating to their employment with the Agency concerned. The Bank will not be liable for their non-compliance of any such rule related to the employment of the drivers.

10. The drivers must have a valid permanent driving license which should be produced by them as and when demanded by the Bank. The driver should be medically fit and will be conversant with the geography of North Eastern states and routes and places in and around Guwahati. The renewal of the driving licenses will be the responsibility of the tenderer.

11. The bidder shall replace the driver, if he is not found suitable or desirable by the Bank official with a suitable substitute immediately. If the driver is unable to attend or proceeds on leave for whatsoever reason, the agency shall provide substitute without delay. Needless to mention, all drivers shall also be medically fit and antecedents verified by police.

12. The driver will comply with the orders / instructions given by the Bank’s Security Officer or any other concerned officials of the Bank regarding safety and security when the car is in the Bank’s premises.

13. The drivers should be neatly dressed and also should be courteous, well mannered and obedient.
14. The successful bidder Company/Agency/Proprietary firm should maintain a record of the routing of the car on a daily basis, which should be authenticated by the user official concerned on the log sheet;

15. In case the car breaks down on the way or found missing from duty, the bidder will have to pay taxi fare applicable or incurred for similar cars, till suitable alternative arrangements are made. Further, the bidder Company/Agency will arrange another similar car till the damaged car is repaired. The Company/Agency should undertake suitable periodical maintenance to avoid break downs. The Bank may also impose penalty on the Company/Agency on repetition of such incidences including rejection of the car or terminate the contract of the bidder Company/Agency as the case may be.

16. In the event of replacement of the vehicle is provided for unavoidable reasons, the authorized make/model of that car should be provided with prior intimation to the Liaison Department of the Bank.

17. The car provided to the bank will be covered by applicable comprehensive insurance policy at the cost of the bidder Company/Agency. The Bank shall not be responsible for any damage to the car and compensation to anyone in the event of injury/disability or loss of life as a result of any accident. The bidder Company/Agency shall indemnify the Bank against any damage/loss out of accident caused by or to the car.

18. All applicable taxes inclusive those of passenger tax, road tax etc will be borne by the bidder Company/Agency and not by the Bank. Toll tax/parking charges, service tax etc. shall be paid by the Company/Agency which will be reimbursed by the Bank, on the basis of monthly bills.

19. The successful bidder Company/Agency 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 the Minimum Wages Act laid down by the appropriate Government under labour laws and other applicable laws. It is the responsibility of the bidder to comply with the renting out of the cars and employment of the drivers/employees of the tenderer and the Bank will not be responsible for any negligence in this regard.

20. The contract for hiring of 3 nos of Maruti Suzuki Dezire VDI (new model) cars on Monthly Hiring Basis will be for a period of 1 (one) year which may be extended for another period of 2 (two) years subject to the satisfaction of the Bank about the performances/ conduct of the contractor which will be assessed by the Bank in regular intervals. The Bank shall reserve the right of termination of the Agreement without assigning any reason, by giving 30 days notice to the bidder Company/Agency concerned during the contract period. No compensation whatsoever will be paid by the Bank to the bidder Company/Agency on such termination. If the termination for any reason happens in the middle of the month, the pro-rata basis hire charges shall be payable by the Bank to the Company/Agency, contractor.
21. The Agreement will be terminated without any notice, if the successful bidder Company/Agency violates any of the terms and conditions of the Agreement accepted by the Company/Agency, contractor at any stage of the contract.

22. The Bank is not in any way responsible/liable to meet the repayment of the loan installments of the identified cars to the lender, if any. Cars if financed by State Bank of India and are later rejected/de-hired for any reasons of non-compliance of the terms and conditions, the provider Company/Agency will not have any financial claim during the hired period on State Bank of India. The financial repayment responsibility of all such rejected cars if any, will solely lie on the Company/Agency. The Bank will not give guarantee for the repayment of the loans if taken by the bidder.

23. Physical dent, paints or damage to the cars 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 leased/hired period by the tenderer at his cost. Failure to comply to it, would enable the Bank to reject such cars for use in remaining period of the contract.

24. On necessity the car should visit the outstation places within North Eastern States as desired by the Bank.

25. The cars would be parked at the Bank’s place overnight or place identified by the Bank.

26. The monthly car rental would be inclusive of all the charges and taxes (Except GST), servicing and maintenance of the car, cost of engine oil/coolant for the car, day-to-day washing of the car, cost of uniform of the staff / drivers, renewal of driving license and any other Govt. dues towards the cars and staff of the tenderer, cost of Insurance, allowance/wages/any other dues/food/lodging etc. of the Drivers/employees of the tenderer and any other cost incurred by the tenderer. GST, overtime @Rs.50/- per hour before or beyond the normal duty hours and outstation charges @ Rs.300/- per day (There will be an increase of outstation charges by Rs.100/- in every year) will be extra and will be paid monthly on submission of the respective receipts. The taxes applicable if any should be shown separately. Any further claim later, will not be entertained. Car should be made available for duty on Sundays/Holidays on necessity for which a lump sump allowance of Rs.300/- will be paid for driver on production of certificate from the user of the vehicle for each instance.

As regards to the fuel cost, the fuel consumption rate is fixed @ 10 KM/per Litre for local station duty and fixed @11KM/per Litre outstation duty of the specified car in this tender. As per actual KM run per month, fixed fuel consumption rate and prevailing fuel rate, monthly fuel cost will be paid alongwith the monthly rental charges of the car. GST, Parking Charges, Toll Tax, Overtime, Outstation charges, if any, will be paid on actual basis on monthly basis.

27. The car providers have to replenish the fuel up to the full tank whenever fuel level comes down to half tank.
28. Fuel should be procured by the tenderer from the pump nearest to Bank’s Local Head Office, Guwahati or residence of the Bank’s official to whom the car has been allotted and the driver should not take the car to the tenderer’s office or other far away place for filling of fuel.

29. In absence of Bank’s user officials, the cars will be reported to Bank’s Liaison Officer, LHO, Guwahati for allotment of duty.

**GENERAL TERMS AND CONDITIONS of CONTRACT**

1. In case the work is found to be unsatisfactory on a particular day (s) during the month, penalty shall be imposed @ 10% on total monthly rental charges from the monthly dues.

2. **TERMS OF PAYMENT**
   
   The payment to the tenderer for providing hiring services will be made on monthly basis as quoted by the tenderer in e-reverse auction and terms & conditions of the tender.

3. **OTHER TERMS AND CONDITIONS:-**

   a. That the tenderer shall engage fully trained and adequately experienced drivers, who are medically fit, with proven integrity. They should be free from all infectious diseases. The tenderer shall ensure that workmen observe cleanliness and they are courteous polite and prompt while rendering the services.

   b. The tenderer should acquaint himself with the rules and regulations issued by the local authorities, applicable labour laws, etc., and quote the rates accordingly. No extra charges / increase in the rate shall be considered on any account, under any circumstances.

   c. In case any permission, license or approval from any Municipal, Local authorities or any other Govt. Authorities is necessary, it will be tenderer's responsibility to obtain the same at his own cost.

   d. The tenderer will attend all the meetings whenever called for and the decisions taken in the meeting will be binding on the tenderer.

   e. Bank will not be responsible for any loss to the tenderer under any circumstances.

   f. In respect of all workmen or employees directly or indirectly employed by the tenderer for the performance of the works mentioned herein, the tenderer shall at his own expense arrange for all the safety provision as per relevant provision of law.
g. The tenderer shall have full control over drivers engaged by him shall give necessary guidance and instructions to his employees to carry out the jobs assigned to them by him.

h. The tenderer shall be responsible for the payment of wages and other dues to the drivers employed by him in compliance of Minimum Wages Act and Equal Remuneration Act.

i. The tenderer shall ensure that the hours of work and other service conditions of employment of the contract labour is in consonance with all applicable laws and rules, including Contract Labour (Regulation and Abolition) Act etc.

j. The tenderer will immediately remove the driver, which may in the opinion of the Bank found to be creating nuisance and the tenderer shall not allow such person to work on instruction of the Liaison Officer of the Bank.

k. It will be tenderer’s responsibility to ensure that each obligation under this contract is duly performed and observed.

l. The Bank will not be responsible for any compensations or otherwise for any injury/death caused to any driver / staff of tenderer while executing the work under this tender.

m. The tenderer shall not permit any of his employees to use any area of the premises / building for residential or any other purposes.

n. The tenderer shall be liable to comply with all applicable laws, rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable in future.

o. The tenderer shall accept and bear full and exclusive liability for the payments of any or all taxes etc. now in force or hereafter imposed, increased and revised from time to time by the Central or State Govt. or by any other authority with respect to or covered by wages, salaries, or other compensations paid or payable to persons engaged by the tenderer.

p. The tenderer shall bind himself / it’s executor or administrator or successors and shall indemnify and hold harmless the Bank in respect of this contract, including all claims, damages proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of the tenderer in respect of violation of any of the provisions of Laws/Acts/Rules or regulations having the force of law or any award or decision by any competent tribunal, court of authority in respect of the workmen or any one, employed/engaged by the tenderer in connection with this contract.

q. The tenderer shall be responsible for all the claims for its workmen and the said workmen of the tenderer shall not make any claims whatsoever against the bank. The tenderer’s workmen will not have any right whatsoever to get absorbed in the Bank.
r. The tenderer shall provide weekly off/holidays to his workmen as per labour laws, but it will be his responsibility to ensure that the service of vehicles are available on seven days of the week.

s. No child labor shall be employed by the tenderer to carry out any of the works/services covered by this tender.

t. The near relatives of employee or employees of the Bank are prohibited from participation in this tender. The tenderer shall have to submit an undertaking to the effect that his/their no near relative or relatives is/are employee(s) of the Bank.

u. The tenderer shall be entirely responsible for any mis-happening, accident to his driver/ worker while performing duty and shall have no claim/binding on Bank with respect to any compensation/monetary benefits etc., whatsoever.

v. The tenderer shall make arrangements of valid verification of identity to identify each of his drivers/workmen at the security point before resuming work and while departure after completing each day’s work. However, they are liable to be checked at any time during their work and anywhere within the premises by the Security. The Security personnel of the Bank are authorized to check the belongings of the workmen while entering and leaving the office premises for security reasons. The tenderer shall issue identity card to their drivers / workmen & Supervisor. The tenderer should provide proper identity card to the employed person.

w. The tenderer should have adequate insurance coverage for
   i. Third party liability
   ii. Drivers / Workmen compensation

x. If the tenderer fails or neglects to observe or perform the terms and conditions of the agreement or any of them, the Bank may: -
   i. Hold the tenderer liable for all losses or damages occasioned to the Bank by such failure or neglect.
   ii. Hold the tenderer liable to pay damages and compensation for loss and inconvenience caused by dislocation of services.
   iii. In case it is felt by the Bank that any driver / workman is not suitable for carrying out the duty then such driver / workman is to be replaced immediately by the tenderer.

4. STATUTORY OBLIGATIONS:
   i. The tenderer shall fully comply with all the applicable laws, rules and regulations relating to Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (R&A) Central Rules 1971, Provident Funds Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen’s Compensation Act, ESI Act, Migrant Labour Act and / or such other Act or laws or regulations passed by the Central,
State, Municipal and Local Government agency or authority including TDS as per I.T. Act, applicable from time to time.

ii. The tenderer shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under and the / tenderer must comply with and carry out all the provisions and obligations under the said Act and Rules there under, including renewal of license and furnish all information to the Bank as may be required by Act/Rules and the tenderer shall indemnify the Bank against the penalties/claims or for any default on his part.

iii. The tenderer shall be responsible for proper maintenance of all Registers, Records and counts so far as these relate to the compliance of any statutory provision/obligations. The tenderer shall be responsible for maintaining record pertaining to payment of wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.

iv. The tenderer shall make regular and full payment of labour charges, salaries and other payments as per labour laws especially under Minimum Wages Act and Payment of Wages Act to his workmen deputed for the work and furnish necessary information as and when asked.

v. In case of labour unrest/disputes arising out of non-implementation of any law, the responsibility shall solely lie with the Tenderer and he shall remove / resolve the same satisfactorily at his cost and risk. The Tenderer will abide by rules, regulations, bylaws and statutes etc. for executing for his job.

vi. The tenderer shall at all times indemnify and keep indemnified the Bank and its Officers, servants and agents from and against all third party claims, whatsoever including not limited to property loss and damage, personal accident, injury or death of person of any sub-tenderer or the servants of agents of the tenderer, any sub- tenderer(s) and/or the owner. The tenderer shall be at his own cost and initiative at all times maintain all liabilities under workman’s Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or their industrial legislation from time to time in force.
Annexure-A

STATE BANK OF INDIA
LOCAL HEAD OFFICE, GUWAHATI
Office Administrative Department
DISPUR, GUWAHATI, ASSAM.

SAMPLE FOR
E-REVERSE AUCTION

e-Reverse Auction
FOR
Hiring of 3 Nos. of Maruti Suzuki Dzire VDI (New model) CARS for a period of 1(one) year which may be extended for another period of 2(two) years on monthly hiring basis for official use of State Bank Of India, Local Head Office, Guwahati.

BUSINESS RULES FOR REVERSE AUCTION

E- REVERSE AUCTION FOR Hiring of 3 Nos. of Maruti Suzuki Dzire VDI (new model) cars for a period of 1(one) year which may be extended for another period of 2(two) years on monthly hiring basis for official use of State Bank Of India, Local Head Office, Guwahati Vide Tender No. Tender/2017-18/……………………. dated

......................
| HIRER’S NAME | State Bank of India,  
|              | Office Administrative Department.  
|              | Local Head Office, Guwahati,  
|              | Dispur, Guwahati-781006, Assam.  |
| AUCTION TO BE CONDUCTED BY | M/s e-Procurement Technologies Ltd. (Procure Tiger)  
|              | A- 201, Wall Street - II,  
|              | Opp. Orient Club,  
|              | Nr. Gujarat College,  
|              | Ahmedabad - 380 006.  
|              | Gujarat State, India  
|              | Tel.:+ PH. NOS. : +91 79-40016837/ 835 / 886 / 887 / 802 / 852 / 865 / 800  
|              | Fax: - 91 - 079 – 40016876.  |
| DATE OF AUCTION | Auction Date: ………………  
|              | Online Initial Sealed Bid Auction Time: 11.00 AAM to 11.30 AM  
|              | Online Reverse Auction Time: 12.00 NOON.  
|              | (With 3 extensions of 10min’s each)  
|              | Auction Website : https://sbi.abcprocure.com  |
| DOCUMENTS ATTACHED | 1) Business rule for finalization of tender  
|              | 2) Terms & conditions of reverse auction  
|              | 3) Process Compliance Statement (Annexure I)  
|              | 4) TERMS & CONDITIONS OF THE CONTRACT  
|              | 5) SPECIAL CONDITIONS OF THE CONTRACT  
|              | 6) Bid Confirmation (Annexure –II)  
|              | 7) Tender Document (Annexure-III)  
|              | 8) Contact Information  |
**SPECIAL INSTRUCTIONS**

Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor Bank will be responsible for any lapses /failure on the part of the tenderer, in such cases.

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Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to “REVERSE AUCTION PROCEDURE” i.e. **ON LINE BIDDING on INTERNET**.

1. For the proposed reverse auction, already shortlisted tenderers for the said purpose who fulfill all terms and conditions including deposit of earnest money only shall be eligible to participate.
2. SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. SBI will inform the tenderers in writing in case of reverse auction, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Tenderers have to fax the compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the tenderers will not be eligible to participate in the event.
6. Reverse auction will be conducted on schedule date & time.
7. At the end of reverse auction event, the lowest bidder value will be known on the network.
8. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of completion of auction without fail.
9. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with SBI as per prevailing procedure.
10. In case SBI decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBI shall be opened as per SBI standard practice.
Business Rule for finalization of the Tender

SBI shall finalize the tendering process of the item through reverse auction mode. SBI has made arrangement with M/s. e-Procurement Technologies Ltd, Ahmedabad, (ETL) who shall be SBI’s authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized Reverse auction shall be conducted by SBI, on pre-specified date, while the tenderers shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by tenderers themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to ETL furnishing the price, the bidder wants to bid online, with a request to ETL to upload the faxed price on line so that the service provider will upload that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by ETL in a readable / legible form and also the Bidder should simultaneously check up with ETL over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by ETL only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of ETL at the time of receipt of the fax message from the bidders, ETL will not be uploading the prices. It is to be noted that either SBI or ETL are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. However, the tenderers are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

2. Please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. Please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction’s start price, or lesser than the auction’s start price by one decrement, or lesser than the auction’s start price by multiples of decrement. The subsequent bid that comes in to outbid the first rate will have to be lesser than the first rate by one decrement value or in multiples of the decrement value.

3. ETL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
4. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Rupees (INR) per one (Unit) of the items.

5. **BID PRICE:** The Bidder has to quote the Total cost to SBI of the items specified inclusive of all taxes, duties, freight, service tax, overhead, contractor's profit etc.

6. **VALIDITY OF BIDS:** The Bid price shall be valid for a period of six calendar months from the date of e-Reverse Auction for issue of work order.

7. At the end of the reverse auction, bidder has to provide a detail break up for his lowest offer.

8. **Procedure of Reverse Auctioning (Item wise)**

   i. **Online initial sealed Bid:** The bidders shall place a sealed bid on the opening of the auction, after which they shall participate in the final reverse auction.

   ii. **English Reverse (no ties) (Reverse Auction):** SBI will declare its Opening Price (OP), which shall be visible to all tenderers during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decremental figure. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the subsequent rate by one decrement value, or lesser than the subsequent rate by multiples of the decrement value.

   iii. Online Initial Sealed Bid will be for 30 minutes and English Reverse (no ties) shall be for a period of one hour. If a bidder places a Bid in the last 10 minutes of Closing of the Auction, the auction shall get extended automatically for another 10 minutes. In case, there is no Bid in the last 10 minutes of closing of Auction, the Auction shall get closed automatically without any extension. Please note that if there are more than one item in a single auction, the auto-extension will be applicable to the entire event i.e. whenever a bidder places a acceptable bid in the last 10 minutes of the closing of the auction, the auction shall get extended automatically for another 10 minutes from the time of this bid for all the items in the auction. Auction Extension Mode will be three extensions of 10 minutes each.

   iv. The bid decrement amount shall be specified by SBI.

   v. After the completion of English Reverse (no ties), the **Closing Price (CP)** shall be available.

   vi. The ratio of CP and originally quoted price shall be applied on all elements of originally quoted prices to arrive at the final price break up.
9. Successful tenderer shall be required to submit the final prices, quoted during the English Reverse (no ties) in Annexure-II Format after the completion of Auction to SBI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.

10. During English Reverse (no ties), if no bid is received within the specified time, SBI, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.

11. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. Should you withdraw your offer and not execute the work as per the rates quoted, the earnest money deposited by you with us in this regard shall be forfeited without further reference to you.

12. You shall be assigned a Unique User Name & Password by ETL. You are advised to change the Password after the receipt of initial Password from ETL to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by you or your company / firm.

13. You will be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) (Reverse Auction):
   a. Leading Bid in the Auction (overall figure)
   b. Bid Placed by you
   c. Opening Price.
   d. Your rank in the auction.

14. At the end of the Reverse Auction, SBI will decide upon the winner. SBI’s decision on award of Contract shall be final and binding on all the Bidders. The Bank may also distribute the job of hiring of cars amongst all the tenderers, who participated in this Reverse Auction at L1 rates provided they agreed to supply at L1 rates.

15. SBI shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.

16. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

17. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

18. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the reverse auction.

19. Successful bidder shall enter into a contract with the bank to carry out the work as per Bank’s standard format.

Terms & Conditions of Reverse Auction

1. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password
from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. If any bidder back out and not make the delivery as per the rates quoted, SBI and / or ETL shall take action as appropriate.

3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder’s final offer to execute the work.

4. **AUCTION TYPE:**
   1). Online Sealed Bid
   2). English Reverse No Ties

- **DURATION OF AUCTION:** The duration of Auction will be for one hour. If somebody is bidding just before 10 minutes of Auction closing the Auction will get extended for another 10 minutes. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU). Auction Extension Mode will be three extensions of 10 minutes each. However, tenderers are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU).

5. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiple of Bid Decrement. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction’s start price, or lesser than the auction’s start price by one decrement, or lesser than the auction’s start price by multiples of decrement. The second online bid and onwards will have to be lesser than the lowest rate by one decrement value, or lesser than the lowest rate by multiples of the decrement value.

6. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse – No ties Auction:
   - Leading Bid in the Auction
   - Bid Placed by him
   - Your rank
   - Start Price and Bid Decrement Value

7. **AUCTION WINNER:** At the end of the Reverse Auction, SBI will evaluate all the bids submitted and will decide upon the winner.

8. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the “Terms and Conditions” section of the auctions site using the Login Ids and passwords given to them.
9. OTHER TERMS & CONDITIONS:

- 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.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI’s decision on award of Contract shall be final and binding on all the Bidders.
- SBI along with ETL can decide to extend, reschedule or cancel any Auction. Any changes made by SBI and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- ETL is not responsible for any damages, including consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online event
- All the Bidders are required to submit the Agreement Form (Annexure- I) duly signed to M/s e-Procurement Technologies Pvt. Ltd, Ahmedabad before due date.
- After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to M/s e-Procurement Technologies Pvt. Ltd, Ahmedabad for further proceedings.

Annexure- I

Process Compliance Form

(The bidders are required to print this on their letter head and sign, stamp before faxing)

To:

e-Procurement Technologies Ltd. (Procure Tiger)

Date:
Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for E-REVERSE AUCTION for Hiring of 3 Nos. of Maruti Suzuki Dzire VDI (new model) cars for a period of 1(one) year which may be extended for another period of 2(two) years on monthly hiring basis for official use of State Bank Of India, Local Head Office, Guwahati.

Vide Tender No. Tender/2016-17/…….. dated …………………..

This letter is to confirm that:

1) The undersigned is authorized representative of the company/firms.
2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.
3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
4) We confirm that SBI Group and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
5) We understand that in the event we are not able to access the auction site, we may authorize ETL to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either State Bank Group or ETL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
6) I/we do understand that ETL may bid on behalf of other bidders as well in case of above mentioned exigencies.
7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure II and the format as requested by SBI / ETL.
9) We, hereby confirm that we will honour the Bids placed by us during the auction process.

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company/firm`s seal
TERMS & CONDITIONS OF THE CONTRACT

E- REVERSE AUCTION FOR of Hiring of 3 Nos. of Maruti Suzuki New Dzire VDI (new model) cars for a period of 1(one) year which may be extended for another period of 2(two) years on monthly hiring basis for official use of State Bank Of India, Local Head Office, Guwahati Vide Tender No. Tender/2016-17/…….. dated ………………….

BANK’S REQUIREMENT FOR CARS ON MONTHLY HIRING BASIS:

1. The contract for hiring of 3 nos of Maruti Suzuki Dzire VDI (new model) cars on Monthly Hiring Basis for a period of 1 (one) year which may be extended for another period of 2 (two) years subject to the satisfaction of the Bank about the performances/ conduct of the contractor which will be assessed by the Bank in regular intervals. Provided that, in case of extension of the contract beyond the period of one year, the terms & conditions on the basis of which contract has been awarded will remain unchanged except the period of the contract. On completion of the contract period, it may be extended entirely on Bank’s discretion.

2. The cars can have SBI Logo/ marking on them.

3. The cars required should NOT be older than six months and the same cars will continue for the contract period. In case of replacement of the cars, the new car’s age will be same as that of the existing car.

4. In case of poor maintenance & services of the car or behavior of the driver/employees of the tenderer is found to be unsatisfactory by the SBI, the Bank would terminate the Agreement, after issuing a Notice of 30 days time and all such financial liability of the car / cars would be of the provider Company / Agency only. Bank will not have any liability in case of above termination.
OTHER TERMS AND CONDITIONS FOR PROVIDING CARS ON MONTHLY HIRING BASIS

1. **The Cars must be made available on 24 Hours X 7 days basis.** The normal duty hours is from 9 AM to 7 PM daily, subject to maximum 10 Hours, if the start / closing of the duty is ahead or late by 1 / 2 hours. Before or beyond the normal duty hours, overtime will be paid @Rs.50/- per hours.

2. The successful bidder shall comply with all the rules and regulations relevant to supply and running of hiring of commercial vehicle stipulated by RTO, Guwahati and other Government authorities.

3. They shall comply with all the local laws and statutory laws as applicable and will indemnify the Bank against all actions, claims, suits, loss etc. for non-compliance of laws.

4. They should have their own office at Guwahati atleast for last 3 years(evidence to submit) with telephone facility and contact point for 24 hours and the telephone/ mobile numbers concerned shall be given to the user Officer. In addition, they should make dedicated arrangement to ensure that all the cars report on time and are kept clean at the start of duty each morning.

5. Drivers should be medically fit and have antecedents police verified. The driver should be provided with uniforms, identity card and a reliable mobile connection for communication with the user Officer and its capital / recurring cost will be borne by the bidder and not by the Bank. The uniforms should be neat and clean.

6. The cars must be kept clean and periodically serviced and provided with neat seat covers which should be changed at least once in every 15 days or if it becomes dirty for any reason, it should be changed immediately.

7. The successful bidder shall bear the expenses in regard to periodic washing/replacement of seat covers and also those related to general upkeep of the cars.

8. No rest room/ change room will be provided by the Bank to the drivers/employees of the tenderer. No travelling expenses/allowances, boarding and lodging will be provided to the drivers/employees of the tenderer.
9. The drivers will be the staff of the Company/Agency/proprietary firm as the case may be 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 etc., if any, due to any accident while on duty. As the drivers are staff of the bidder Company/Agency/proprietary firm concerned, they should comply with all the laws and provisions relating to their employment with the Agency concerned. The Bank will not be liable for their non-compliance of any such rule related to the employment of the drivers.

10. The drivers must have a valid permanent driving license which should be produced by them as and when demanded by the Bank. The driver should be medically fit and will be conversant with the geography of North Eastern states and routes and places in and around Guwahati. The renewal of the driving licenses will be the responsibility of the tenderer.

11. The bidder shall replace the driver, if he is not found suitable or desirable by the official with a suitable substitute immediately. If the driver is unable to attend or proceeds on leave for whatsoever reason, the agency shall provide substitute without delay. Needless to mention, all drivers shall also be medically fit and antecedents verified by police.

12. The driver will comply with the orders given by the Bank’s Security Officer or any other responsible officials of the Bank regarding safety and security when the car is in the Bank’s premises.

13. The drivers should be neatly dressed and also should be courteous, well mannered and obedient.

14. The successful bidder Company/Agency/Proprietary firm should maintain a record of the routing of the car on a daily basis, which should be authenticated by the user official concerned on the log sheet.

15. In case the car breaks down on the way or found missing from duty, the bidder will have to pay taxi fare applicable or incurred for similar cars, till suitable alternative arrangements are made. Further, the bidder Company/Agency will arrange another similar car till the damaged car is repaired. The Company/Agency should undertake suitable periodical maintenance to avoid break downs. The Bank may also impose penalty on the Company/Agency on repetition of such incidences including rejection of the car or terminate the contract of the bidder Company/Agency as applicable.
16. In the event of replacement of the vehicle is provided for unavoidable reasons, the authorized make/model of car should be provided with prior intimation to the Liaison Department of the Bank.

17. The car provided to the bank will be covered by applicable comprehensive insurance policy at the cost of the Company/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. The Company/Agency shall indemnify the Bank against any damage/loss out of accident caused by the car.

18. All applicable taxes inclusive those of passenger tax, road tax etc will be borne by the bidder Company/Agency and not by the Bank. Toll tax/parking charges, service tax etc. shall be paid by the Company/Agency which will be reimbursed by the Bank, along with the monthly bills.

19. The successful bidder Company/Agency 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 the Minimum Wages Act laid down by the Government under labour laws and other applicable laws. It is the responsibility of the bidder to comply with the renting out of the cars and employment of the drivers/employees of the tenderer and the Bank will not be responsible for any negligence in this regard.

20. Initially contract will be for a period of 1 (one) year which may be extended for another period of 2 (two) years subject to the satisfaction of the Bank about the performances / conduct of the contractor which will be assessed by the Bank in regular intervals. Provided that, in case of extension of the contract beyond the period of one year the terms & conditions on the basis of which contract has been awarded will remain unchanged except the period of the contract. On completion of the contract period, it may be extended entirely on Bank’s discretion. The Bank shall reserve the right of termination of the Agreement without assigning any reason, by giving 30 days notice to the bidder Company/Agency concerned during the contract period. No compensation whatsoever will be paid by the Bank to the Company/Agency on such termination. If the termination for any reason happens in the middle of the month, the pro-rata basis hire charges shall be payable by the Bank to the Company/Agency.

21. The Agreement will be terminated without any notice, if the successful bidder Company/Agency violates any of the terms and conditions of the Agreement accepted by the Company/Agency at any stage of the contract.

22. The Bank is not in any way responsible/liable to meet the repayment of the loan installments of the identified cars to the lender, if any. Cars if financed by State Bank of India and are later rejected/de-hired for any reasons of non-compliance of the terms and conditions, the provider
Company/Agency will not have any financial claim during the hired period on State Bank of India. The financial repayment responsibility of all such rejected cars if any, will solely lie on the Company/Agency. The Bank will not give guarantee for the repayment of the loans if taken by the bidder.

23. Physical dent, paints or damage to the cars due to any reason during tenure of the contract should be rectified promptly so as to maintain decent look of the car during the leased / hired period by the tenderer at their cost. Failure to comply to it, would enable the Bank to reject such cars for use in remaining period of the contract.

24. On necessity the car should visit the outstation places within North Eastern States as desired by the Bank

25. The cars would be parked at the Bank’s place overnight or the place identified by the Bank.

26. The monthly car rental would be inclusive of all the charges and taxes (Except GST), servicing and maintenance of the car, cost of engine oil/ coolant for the car, day-to-day washing of the car, cost of uniform of the staff / drivers, renewal of driving license and any other Govt. dues towards the cars and staff of the tenderer, cost of Insurance, allowance/wages/any other dues/food/lodging etc. of the Drivers/employees of the tenderer and any other cost incurred by the tenderer. GST, overtime @Rs.50/- per hour before or beyond the normal duty hours and outstation charges @ Rs.300/- per day (There will be an increase of outstation charges by Rs.100/- in every year) will be extra and will be paid monthly on submission of the respective receipts. The taxes applicable if any should be shown separately. Any further claim later, will not be entertained. Car should be made available for duty on Sundays/Holidays on necessity for which a lump sump allowance of Rs.300/- will be paid for driver on production of certificate from the user of the vehicle for each instance.

As regards to the fuel cost, the fuel consumption rate is fixed @ 10 KM/per Litre for local station duty and fixed @11KM/per Litre outstation duty of the specified car in this tender. As per actual KM run per month, fixed fuel consumption rate and prevailing fuel rate, monthly fuel cost will be paid alongwith the monthly rental charges of the car. GST, Parking Charges, Toll Tax, Overtime, Outstation charges, if any, will be paid on actual basis on monthly basis.

27. The car providers have to replenish the fuel up to the full tank whenever fuel level comes down to half tank.
28. In absence of Bank’s user officials, the cars will be reported to Bank’s Liaision Officer, LHO, Guwahati for allotment of duty.

28. Fuel should be procured by the tenderer from the pump nearest to Bank’s Local Head Office, Guwahati or residence of the Bank’s official to whom the car has been allotted and the driver should not take the car to the tenderer’s office or other far away place for filling of fuel.

**GENERAL TERMS AND CONDITIONS of CONTRACT**

1. In case the work is found to be unsatisfactory on a particular day (s) during the month, penalty shall be imposed @ 10% on total monthly rental charges from the monthly dues.

2. **TERMS OF PAYMENT**
   
   The payment to the tenderer for providing hiring services will be made on monthly basis as quoted by the tenderer in e-reverse auction and terms & conditions of the tender.

3. **OTHER TERMS AND CONDITIONS:**
   a. That the tenderer shall engage fully trained and adequately experienced drivers, who are medically fit, with proven integrity. They should be free from all infectious diseases. The tenderer shall ensure that workmen observe cleanliness and they are courteous polite and prompt while rendering the services.

   b. The tenderer should acquaint himself with the rules and regulations issued by the local authorities, applicable labour laws, etc., and quote the rates accordingly. No extra charges / increase in the rate shall be considered on any account, under any circumstances.

   c. If rates quoted by the tenderer(s) are found inconsistent and overall tender is abnormally low or high for any specific item(s), the Bank reserves the right to reject such tenders.

   d. In case any permission, license or approval from any Municipal, Local authorities or any other Govt. Authorities is necessary, it will be tenderer’s responsibility to obtain the same at his own cost.

   e. The tenderer will attend all the meetings whenever called for and the decisions taken in the meeting will be binding on the tenderer.

   f. Bank will not be responsible for any loss to the tenderer under any circumstances.

   g. In respect of all workmen or employees directly or indirectly employed by the tenderer for the performance of the works mentioned herein, the tenderer shall at his own expense arrange for all the safety provision as per relevant provision of law.
h. The tenderer shall have full control over drivers/staff engaged by him shall give necessary guidance and instructions to his employees to carry out the jobs assigned to them by him.

i. The tenderer shall be responsible for the payment of wages and other dues to the drivers/staff employed by him in compliance of Minimum Wages Act and Equal Remuneration Act.

j. The tenderer shall ensure that the hours of work and other service conditions of employment of the contract labour is in consonance with all applicable laws and rules, including Contract Labour (Regulation and Abolition) Act etc.

k. The tenderer will immediately remove the driver, which may in the opinion of the Bank found to be creating nuisance and the tenderer shall not allow such person to work on instruction of the Bank.

l. It will be tenderer’s responsibility to ensure that each obligation under this contract is duly performed and observed.

m. The Bank will not be responsible for any compensations or otherwise for any injury/death caused to any driver / staff of tenderer while executing the work under this tender.

n. The tenderer shall not permit any of his employees to use any area of the premises / building for residential or any other purposes.

o. The tenderer shall be liable to comply with all applicable laws, rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable in future.

p. The tenderer shall accept and bear full and exclusive liability for the payments of any or all taxes etc. now in force or hereafter imposed, increased and revised from time to time by the Central or State Govt. or by any other authority with respect to or covered by wages, salaries, or other compensations paid or payable to persons engaged by the tenderer.

q. The tenderer shall bind himself / it’s executor or administrator or successors and shall indemnify and hold harmless the Bank in respect of this contract, including all claims, damages proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of the tenderer in respect of violation of any of the provisions of Laws/Acts/Rules or regulations having the force of law or any award or decision by any competent tribunal, court of authority in respect of the workmen or any one, employed/engaged by the tenderer in connection with this contract.

r. The tenderer shall be responsible for all the claims for its workmen and the said workmen of the Tenderer shall not make any claims whatsoever against the bank. The tenderer’s workmen will not have any right whatsoever to get absorbed in the Bank.

s. The tenderer shall provide weekly off/holidays to his workmen as per labour laws, but it will be his responsibility to ensure that the service of vehicles are available on seven days of the week with drivers.

t. **No child labor shall be employed by the tenderer to carry out any of the works/services covered by this tender.**

u. The near relatives of employee or employees of the Bank are prohibited from participation in this tender. The tenderer shall have to submit an undertaking to the effect that his/their no near relative or relatives is/are employee(s) of the Bank.
v. The tenderer shall be entirely responsible for any mis-happening, accident to his driver/worker while performing duty and shall have no claim/binding on Bank with respect to any compensation/monetary benefits etc., whatsoever.

w. The tenderer shall make arrangements of valid verification of identity to identify each of his drivers/workmen at the security point before resuming work and while departure after completing each day’s work. However, they are liable to be checked at any time during their work and anywhere within the premises by the Security. The Security personnel of the Bank are authorized to check the belongings of the workmen while entering and leaving the office premises for security reasons. The tenderer shall issue identity card to their drivers/workmen & Supervisor. The tenderer should provide proper identity card to the employed person.

x. The tenderer should have adequate insurance coverage at their cost for

   i. Third party liability
   ii. Drivers / Workmen compensation

y. If the tenderer fails or neglects to observe or perform the terms and conditions of the agreement or any of them, the Bank may:

   iii. Hold the tenderer liable for all losses or damages occasioned to the Bank by such failure or neglect.
   iv. Hold the tenderer liable to pay damages and compensation for loss and inconvenience caused by dislocation of services.
   iii. In case it is felt by the Bank that any driver / workman is not suitable for carrying out the duty then such driver / workman is to be replaced immediately by the tenderer.

1. **STATUTORY OBLIGATIONS:-**

   i. The tenderer shall fully comply with all the applicable laws, rules and regulations relating to Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (R&A) Central Rules 1971, Provident Funds Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen’s Compensation Act, ESI Act, Migrant Labour Act and / or such other Act or laws or regulations passed by the Central, State, Municipal and Local Government agency or authority including TDS as per I.T. Act, applicable from time to time.

   ii. The tenderer shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under and the tenderer must comply with and carry out all the provisions and obligations under the said Act and Rules there under, including renewal of license and furnish all information to the Bank as may be required by Act/Rules and the tenderer shall indemnify the Bank against the penalties/claims or for any default on his part.

   iii. The tenderer shall be responsible for proper maintenance of all Registers, Records and counts so far as these relate to the compliance of any statutory provision/obligations. The tenderer shall be responsible for maintaining record pertaining to payment of wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.
iv. The tenderer shall make regular and full payment of labour charges, salaries and other payments as per labour laws especially under Minimum Wages Act and Payment of Wages Act to his workmen deputed for the work and furnish necessary information as and when asked.

v. In case of labour unrest/disputes arising out of non-implementation of any law, the responsibility shall solely lie with the Tenderer and he shall remove / resolve the same satisfactorily at his cost and risk. The Tenderer will abide by rules, regulations, bylaws and statutes etc. for executing for his job.

vi. The tenderer shall at all times indemnify and keep indemnified the Bank and its Officers, servants and agents from and against all third party claims, whatsoever including not limited to property loss and damage, personal accident, injury or death of person of any sub-tenderer or the servants of agents of the Tenderer, any sub-tenderer(s) and/or the owner. The tenderer shall be at his own cost and initiative at all times maintain all liabilities under workman’s Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or their industrial legislation from time to time in force.

3.0 Signing of Contract Documents:

The successful tenderer shall be bound to implement the contract by executing an agreement as per Bank’s Agreement format within 3 days from the receipt of intimation of acceptance of his tender by the Bank. However the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

4.0 Validity of tender:

Tender shall remain valid and open for acceptance for a period of six months from the date of price bid. If the tenderer withdraws his/ her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank without prejudice to any other right or remedy, the Bank shall be at liberty to forfeit the EMD.

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:

“Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India (client) and the contractor, together with the documents referred therein including these conditions, the specifications and instruction issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise have the meaning hereby be respectively assigned to them.
1.1.1 Owners/’SBI’/the Bank shall mean State Bank of India (client) having its Local Head Office at Dispur, Guwahati, Assam and includes the client’s representatives, successors and assigns.

1.1.4 ‘The Contractor’ shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual of firms of company.

The expression ‘works’ or ‘work’ shall mean the permanent or temporary work described in the ‘scope of work” and /or to be executed in accordance with the contract and includes all mentioned in the BOQ(Break-up of Quantities ) and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.7 ‘Specifications’ shall mean the specifications referred to in the tender any modifications thereof as may time to time. “Month” means calendar month.

1.1.9 “Day” means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

2.0 CLAUSE

1.0 Total Security Deposit :-

Total Security deposit comprise of :

Earnest Money Deposit

Initial Security Deposit(ISD)

Retention Money

(a) Earnest Money Deposit : The amount already deposited with SBI, LHO, Guwahati after empanelment of tenderer is considered as Earnest Money Deposit(EMD). The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.
b) Initial Security Deposit (ISD)

The amount of ISD shall be 2% of accepted value of tender excluding the EMD and is to be submitted in the form of D/D drawn on any scheduled Bank and shall be deposited within 15 days from the date of letter of acceptance of Price Bid (through e-Auction).

3.0 Language

The language in which the contract documents shall be drawn shall be English.

4.0 Scope of work:

The Contractor shall carry out, complete and maintain the said work in every respect in strict accordance with this contract and with the directions of and to the satisfaction to the Bank including the dismissal from the work of any person employed/ engaged thereupon.

5.0 i) Letter of Acceptance:

Within the validity period of the tender the Bank shall issue a letter of acceptance by registered post or otherwise despatching at the address of the contractor as given in the tender to enter into a contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBI and the contractor.

ii) Contract Agreement:

On receipt of intimation of the acceptance of tender from the SBI, the successful tenderer shall be bound to implement the contract and within fifteen days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

6.0 Copies of Agreement:

Photo copy of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

7.0 Permits, Laws and Regulations:

Permits and license required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI from any legal actions arising there from.

8.0 Assignment and subletting:
The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Bank and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during the progress.

9.0 Obtaining information related to execution of work:

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

10 Damage to persons and property:

The contractor shall except if and so far as the contract provides otherwise indemnify the SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution of the work and against all claims proceedings, damage, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

b) The right of SBI to execute the works or any part thereof on, over under, in or through anybody.

c) Injuries or damages to persons of properties which are unavoidable result of the execution of the works in accordance with the contract.

d) Injuries or damage to persons or property resulting from any act or neglect of the SBI their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just equitable having regard to the extent of the responsibility of the SBI, their employees, or other employees, or agents or other contractors for the damage or injury.

11.0 Contractor's superintendence:
The contractor shall fully Indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from provided that the contractor shall not be liable to indemnify the SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Bank.

12.0 Third party insurance: The tenderer should have adequate insurance coverage for

   v. Third party liability
   vi. Drivers / Workmen compensation

13.0 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss, injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out on the contract.

14.0 Minimum amount of Third party Insurance:

   Such insurance shall be affected with an insurer and in terms approved by SBI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

   The minimum insurance cover for physical property, injury, and death is Rs. 5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

15.0 Accident or injury to workman:

16.0 The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or relation thereto.
17.0 Insurance against accident etc. to workmen:

The contractor shall insure against such liability with an insurer approved by the SBI during
the whole of the time that any persons are employed by him on the works and shall, when
required, produce to the Bank such policy of insurance and receipt for payment of the
current premium. Provided always that, in respect of any persons employed by any sub-
contractor the contractor’s obligation to insure as aforesaid under this sub-clause shall be
satisfied if the sub contractor shall have insured against the liability in respect of such
persons in such manner that SBI is indemnified under the policy but the contractor shall
require such sub-contractor to produce to the consultant when such policy of insurance
and the receipt for the payment of the current premium.

18.0 Without prejudice to the others rights of the SBI against contractors. In respect of such default,
the employer shall be entitled to deduct from any sums payable to the contractor the amount for
any damages costs, charges and other expenses paid by the SBI and which are payable by the
contractors under this clause. The contractor shall upon settlement by the insurer of any claim
made against the insurer pursuant to a policy taken under this clause, proceed with due diligence
to repair the property destroyed or damaged. In this event all the monies received from the insurer
in respect of such damage shall be paid to the contractor and the Contractor shall not be entitle
to any further payment in respect of the expenditure incurred for repairing of the property
destroyed or damaged.

19.0 No compensation or restrictions of work:

If at any time after acceptance of the tender SBI decides to abandon or reduce the scope
of work for any reason whatsoever and hence not required the whole or any work to be
carried out, shall give notice in writing to that effect to the contractor and the contractor
shall act accordingly. In such event, the Contractor shall have no claim for any payment of
compensation or otherwise whatsoever, on account of any profit or advantage which he
might have derived from the execution of the work fully but which he did not derive in
consequence of the foreclosure of the whole or part of the work.

20.0 Action when the whole security deposit is forfeited:

In any case in which under any clause or clauses of this contract, the contractor shall have
rendered himself liable to pay compensation amounting to the whole of his security deposit
the Bank shall have the power to adopt the following course as may deem best suited to
the interest of the SBI.

a) To rescind the contract (of which rescission notice in writing to the contractor shall be
conclusive evidence) and in which case the security deposit of the contractor shall be
forfeited and be absolutely at the disposal of SBI.
21.0 Owner’s right to terminate the contract:

If the contractor being an individual or a firm commits any ‘act of insolvency’ or adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Court and the official assignee of the liquidator in such acts of insolvency or winding up unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the contract, and to give security therefore if so required by the Bank.

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the SBI or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

a) Has abandoned the contract or

b) Has failed to commence the works, or has without any lawful excuse under these conditions suspends the progress of the works for 14 days after receiving from the written notice proceed, or

c) Has failed to proceed with the works with such diligence or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or performed the same. Then and in any of said circumstances the SBI may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the power of SBI or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor.

22. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of workmanship or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be
made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (OAD) within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (OAD), Office Administrative Department, in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (OAD) in writing in the manner and within the time aforesaid.

ii) The Assistant General Manager (OAD) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (OAD) submit his claims to the conciliating authority namely the Dy. General Manager & Circle Development Officer for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (OAD).

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager, SBI, LHO, Guwahati. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules
made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

23.0 Maintenance of registers:

The contractor shall maintain a log book containing date, driver’s name, user official’s name with Designation, Deptt, report time, place of reporting, closing duty time, place of visit(station/outstation), start KM reading, closing KM reading, Total KM run per day etc.

24.0 Force majeure

a. Neither contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolution, riots, civil commotion strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to give within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

b. As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

c. From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of an inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall be extended by a period equal to the period of delay occasioned by such events.

d. Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall consult each other to decide regarding the future execution of this assignment.
25.0 Local laws, Acts, Regulations:

The contractor shall strictly adhere to all prevailing labour laws inclusive of contractor labour regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the acts, laws, any other regulations that are applicable to the execution of the project.

a. Minimum wages Act, 1948 (Amended)
b. Payment of wages Act 1936 (Amended)
c. Workmen’s compensation Act 1923 (Amended)
e. Apprentice Act 1961 (Amended)
f. Industrial Employment (standing order) Act 1946 (Amended)
g. Personal injuries (compensation insurance) Act 1963 and any other modifications
h. Employees’ provident fund and miscellaneous provisions Act 1952 and amendment thereof
i. Shop and establishment Act
j. Any other Act or enactment relating thereto rules framed there from time to time.

26.0 Accidents:

The contractor shall immediately on occurrence of any accident in connection with the execution of the work report such accident to the Bank. The contractor shall also report such accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.
SPECIAL CONDITIONS OF CONTRACT

1.0 Notice of operation

The contractor shall not carry out any important decision without the Consent in writing from the Bank’s Liaison Officer.

2.0 Facilities for contractor’s employees

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen and from site of work at his own cost.

3.0 Excise duty, taxes, levies etc.

The contractor shall pay and be responsible for payment of all taxes including GST, duties, levies, royalties, fees, cess or charges in respect of the work including but not limited to GST on works contract payable in respect of contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the SBI shall not be required to pay any additional or extra amount on his account. Variation of taxes, duties, fees levies etc. if any till completion of work shall be deemed to be included in the quoted rates excluding GST and no extra amount on his account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statute or law during the currency of contract the same shall be borne by the contractor. The following taxes shall be deducted from the Contractor’s bill:

i. Income Tax as applicable,

ii. GST on Works contract as applicable

4.0 Acceptance of tender:

The SBI shall have the right to reject any or all tenders without assigning any reason. They are not bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the SBI. However adequate transparency would be maintained by the SBI.

5.0 Government and Local Rules:

The Contractor shall conform to the provisions of all local byelaws and Acts relating to the contract and to the Regulations etc. of the Government and Local Authorities. The contractor shall give all notices required by the said Act, Rules, Regulations and byelaws etc. and pay fees payable to such authority/ authorities for execution of the work involved.
The cost, if any, shall be deemed to have been included in his quoted rates, taking encroachment and restorations etc. and shall indemnify the Employer against such liabilities and shall defend all action arising from such claims of liabilities.

6.0 Dismissal of Workmen:

The Contractor shall on the request of the SBI immediately dismiss from work/duty any person employed thereon by him, who may in the opinion of the SBI be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation or damages against the SBI or any of their officer or employee.

7.0 Idle Labour:

Whatever the reasons may be, no claim for the labour, additional establishment cost of hire and labour charges would be entertained under any circumstances.

8.0 SAFETY MEASURES AT SITE:

1. Cars to be provided should have safety belts, equipments etc..

2. First Aid Box should be kept in cars with all requisite materials.
Annexure II

To

e-Procurement Technologies Ltd. (Procure Tiger)

A-201-208, Wall Street-II,

Opp. Orient Club,
Nr. Gujarat College,

Ahmedabad-380 006,

Gujarat, India.
Tel: (079) 40016837 / 835
Fax: (079) 40016876

Sub: E- REVERSE AUCTION FOR Hiring of 3 Nos. of Maruti Suzuki Dzire VDI (new model) cars for a period of 1(one) year which may be extended for another period of 2(two) years on monthly hiring basis for official use of State Bank Of India, Local Head Office, Guwahati Vide Tender No. Tender/2017-18/…………………. dated ……………………

Ref : 1 ________________________________

2. Reverse Auction dt. ……………………

3. Our Offer No. ……………………… dt.

Dear Sir,

We confirm that we have quoted.

1. ________________________________

(Price quoted on Total cost to SBI basis – Item Rate.....)
as our final lump sum prices during the Reverse Auction conducted today.

The item wise detail rates are appended herewith.

Thanking you and looking forward to the valuable order from SBI.

Yours sincerely,

For ____________________

Name:
Company:
Date:
Seal:
1. **ITEM DESCRIPTION:** E- REVERSE AUCTION FOR Hiring of 3 Nos. of Maruti Suzuki Dzire VDI (new model) cars on monthly hiring basis for official use of State Bank Of India, Local Head Office, Guwahati for a period of 1 (one) year which may be extended for another period of 2 (two) years subject to the satisfaction of the Bank about the performances/ conduct of the contractor which will be assessed by the Bank in regular intervals. Provided that, in case of extension of the contract beyond the period of one year the terms & conditions on the basis of which contract has been awarded will remain unchanged except the period of the contract. On completion of the contract period, it may be extended entirely on Bank’s discretion vide Tender No. Tender/2016-17/……….. dated …

**BREAK-UP OF QUANTITIES (BOQ)**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Total Nos. of months</th>
<th>Monthly rental charges per car (excluding GST) (in Rs.)</th>
<th>Total Amount for 3 cars for 1 year (excluding GST) (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hiring of Maruti Suzuki Dzire VDI (new model) Cars on monthly rental basis for official use of State Bank Of India, Local Head Office, Guwahati for a period of 1 (one) year which may be extended for another period of 2 (two) years subject to the</td>
<td>3 Nos.</td>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
satisfaction of the Bank about the performances/conduct of the contractor which will be assessed by the Bank in regular intervals. Provided that, in case of extension of the contract beyond the period of one year the terms & conditions on the basis of which contract has been awarded will remain unchanged except the period of the contract. On completion of the contract period, it may be extended entirely on Bank’s discretion.

All the cars should be fitted with GPS Tracking System at the cost of the tenderer and also the tenderer should bear the recurring cost, if any, for the system.

The monthly car rental will be inclusive of all the charges and taxes (Excluding GST), servicing and maintenance of the car, cost of engine oil/
coolant for the car, day-to-day washing of the car, cost of uniform of the staff, renewal of driving license and any other Govt. dues towards the cars and staff of the tenderer, cost of Insurance, allowance/wages/any other dues/food/lodging etc. of the Drivers/employees of the tenderer and any other cost incurred by the tenderer. Parking charges/Toll tax, GST, overtime @Rs.50/- per hour before or beyond the normal duty hours and outstation charges@Rs.300/- per day (There will be an increase of outstation charges by Rs.100/- in every year) will be extra and will be paid monthly on submission of the respective receipts.

**Fuel cost will be paid extra considering the followings:**

1) the fuel consumption rate is fixed @ 10 KM/per Litre fuel for local station duty and fixed @11 KM/per
Litre fuel for outstation duty of the car. No increase or decrease of fuel consumption rate will be considered during contract period.

ii) The actual Total KM run per month on the basis of the records from log book duly signed by Bank’s user official.

iii) Prevailing fuel (Diesel) rate per litre...

Grand Total in INR...... plus GST extra

Grand Total In words : .................................................................

N.B. The number of cars mentioned in this tender is only indicative. The Bank may increase or decrease the number of cars as per Bank’s requirement at the lowest accepted tendered rate and terms & conditions of this tender. The additional cars, if any, may be taken by SBI, LHO, Guwahati or our other offices/branches at Guwahati at the lowest accepted tendered rate and terms & conditions of this tender. In case of our other offices/branches the monthly payment will be paid directly by the other Offices/branches to the tenderer.
<p>| E-Procurement Technologies Ltd. | State Bank of India |</p>
<table>
<thead>
<tr>
<th>Details</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fax:- 91 - 079 - 4001 6876</td>
<td>Local Head Office, Guwahati</td>
</tr>
<tr>
<td>Tel.: 91 - 079 - 4001 6837 / 6835 / 6886 / 6867 / 6852/ 6865</td>
<td>Shri Kamal Chandra Dutta, Manager(Liaison),</td>
</tr>
<tr>
<td>Mr. Anuj</td>
<td>PH- +91-9435344171</td>
</tr>
<tr>
<td>Tel: : + 91 - 79-40230814/819/820</td>
<td>Manalee Madhu, Tel: : + 91 - 79-40230802</td>
</tr>
<tr>
<td>E-mail :</td>
<td>E-mail : <a href="mailto:manalee.madhu@abcprocure.com">manalee.madhu@abcprocure.com</a></td>
</tr>
</tbody>
</table>

State Bank of India