

STATE BANK OF INDIA ADMINSTRATIVE OFFICE SANGAMAM BUILDING, THIRUVANANTHAPURAM KERALA 695001

# TENDER FOR AVAILING THE SERVICE OF HIRING AGENCIES / COMPANIES FOR PROVIDING CARS ON MONTHLY HIRE BASIS FOR THE BANK'S OFFICE USE AS RETAINER TAXI

Tender No. THI2021/AOTVM/12 Dated 31.12.2021

#### **Important Dates:**

Opening date for submission of Tender	31.12.2021(9.00AM)
Documents.	, , ,
Last date for submission of Tender	14.01.2022(3.00PM)
Documents.	,
Date of opening of Technical Bid.	14.01.2022(4.00PM)
Date of opening of Financial Bid.	15.01.2022(4.00PM)

#### **Address for Communication**

State Bank of India, Administrative Office Sangamam Building Thiruvananthapuram PIN-695001

Phone No. 0471-2794803

E-mail ID. cmgb.aotri@sbi.co.in

#### Invitation to Bid

State Bank of India ,Administrative Office, Thiruvananthapuram, Kerala invites applications from car hiring agencies /companies for the purpose of providing approximately **6 brand new cars** with 'T' permit (including the permit to ply in the State of Kerala and if necessary to the neighbouring states also) on hire for use by the Bank's officers at its Administrative Office and other selected offices at Thiruvananthapuram on monthly hiring basis, for a period of **36 months (3 years).** 

- 2. The number of cars required by the Bank as mentioned above is the approximate number and the Bank, at its absolute discretion may increase or reduce the number of cars at any time as per the actual requirement of the Bank.
- 3. Other Bid Terms:
- i. Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- ii. All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document.
- iii. Bank reserves the right to change the dates mentioned in this Tender document, which will be communicated to the participating bidders/ notified in the Bank's website.
- iv. The information provided by the bidders in response to this Tender document will become the property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this Tender and all amendments will be advised to the participating bidders and such amendments will be binding on them.
- V. In case of any clarification with regard to the Tender, you may write to the Bank in the mail <a href="mailto:cmgb.aotri@sbi.co.in">cmgb.aotri@sbi.co.in</a> . Queries over telephone or in person will not be entertained.

#### **DISCLAIMER**

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

his Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this Tender invitation is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender invitation does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender.

Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender documents. No

contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

#### MAKE AND MODELS OF THE CAR REQUIRED BY THE BANK

1. Swift Dzire(diesel)/Toyota Etios(diesel) or Similar models— 6 Nos approximately.

(White Colour)

All the cars to be provided should be **brand new cars** as per the car models specified & colours specified above.

#### **CALCULATION OF CHARGES**

- 1. The applicants have to quote the amount for the fixed monthly charges (Including driver, maintenance and other expenses other than which are specifically included as variable charges herein), per car in each of the above models.
- 2. The Agency / Company have to quote under all categories / model, otherwise the Bid will be liable for rejection.
- 3. The variable charges to be paid have been fixed by the bank, which will be common for all the empanelled agencies. The variable charges per vehicle shall be calculated as under:
- a. Fuel cost of diesel model cars based on actual consumption based on daily log book entries to be maintained for each car at the rate of ten kilometers / litre mileage for the diesel fuel vehicles.
- b. Extra hour charges Rs.75/- per hour, over & above the fixed limit of 5 hours, for each vehicle utilised beyond the fixed limit subject to a maximum of Rs.375/- per day to the vehicle driver allotted for the day.
- c. Reliever Charges on Sundays/National holidays at the rate of Rs.250/-up to four hours/or Rs.500/- beyond 4 hours per day will be paid to the driver whose services utilized on such days.
- d. Outstation trips charges will be paid to the driver Rs.300/- per day.

#### **ELIGIBILITY CRITERIA / PREQUALIFICATION:**

- 1. The bidder should not have been blacklisted by any Govt. / PSU / Banks for corrupt or fraudulent practices or non-delivery or non-performance during the last three years as on the date of issuance of tender.
- 2. Any effort on the part of bidder to influence bid evaluation process or award

of contract may result in the rejection of the bid.

- 3. The Agency / Company should be duly registered under the Shops & Establishments Act and/or any other applicable laws and conform to all such rules of RTO & policies / rules of the state government.
- 4. The Agency / Company should be registered for the purpose of GST and other taxes as applicable.
- 5. The Agency / Company should be an assesse of Income Tax and should have valid PAN number.
- 6. The Agency / Company should be in business of providing hired cars for the last 3 years.
- 7. The Agency / Company should have minimum 10 cars in the company's own name which are being given / used on monthly / casual hire under 'T' permit (as on last date of submission of bid documents).
- 8. The annual turnover for the last 3 preceding financial / GST Return statement/IT returns for the last completed year of filing to be furnished.
- 9. The Agency/Company should have at least one office or Authorised Representative in Thiruvananthapuram.
- 10. The Agency/Company should have its own well equipped service station or tie up arrangement with a reputed well equipped service station for the maintenance of cars.

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

#### **BID VALIDITY**

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

#### $\mathbf{EMD}$

Earnest Money Deposit (EMD), amount of Rs.13,000/- should accompany the Techno-Commercial Bid Document. The EMD shall be paid in the form of Demand Draft / Bankers Cheque from Nationalized Bank /Scheduled Commercial Bank favour Bank in State of India, pavable Thiruvananthapuram. Such EMD shall not carry any interest. Any Bid not accompanied by the requisite EMD shall be deemed to be invalid and will be rejected. The EMD will be refunded to the ineligible bidders after the completion of the tender process. In case of successful bidder / bidders, earnest money deposit will be forfeited by the Bank if:-

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

#### DOCUMENTS COMPRISING THE BID

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

PART I -TECHNICAL BID - OFFICE CAR HIRING

PART II -PRICE/FINANCIAL BID - OFFICE CAR HIRING

#### PART I -TECHNICAL BID SHALL CONTAIN THE FOLLOWING

Covering letter as per the format for bid submission form

- 1. Agencies / Companies general details /information, as per format Part 1 / F-I
- 2. Letter of authority in favour of any one or two agency's Executives conferring authority to attend the technical bid & price bid opening on specified dates and venue as per format Part 1 / F-II.
- 3. Documents relating to agency's eligibility criteria Part 1/ F-III.
- 4. Confirmation of no deviation as per format Part 1/ F-IV.

#### **PART-II PRICE BID**

Part-2 shall contain Price offer duly filled in separate sealed envelopes, duly signed & stamped on each page super scribing on the sealed envelope. 'Price Bid –Do not open without approval by Bank'. Correction, if any in the Bid should be duly authenticated under full signature and seal of the agency's /company's authorised signatory. Both the sealed covers shall be placed in a single cover super scribed "Tender for hiring of cars for the Bank's use as Retainer Taxi".

(Price Bid to be submitted as per the prescribed format only.)

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

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

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

- a) The price bids of only those agencies / companies will be opened who qualify in their technical bids, based on the parameters spelt out in the tender document.
- b) Based on the Price Bid, L-I, L-II & L-III will be decided. The sole criteria in the price bid will be the total outflow of monthly rentals quoted by the bidders since other variable charges are fixed & specified by the Bank.
- c) Lowest bidder will be decided based on the sum total of price bid as per Price Bid Format.

Thus the agency /firm who quotes the lowest monthly rentals will be L-I.

Subject to the change variable charges mentioned above, the monthly rental will remain fixed during the entire contract period of **36 months (3 years)** tenure. Variable charges other than the fuel cost have already been fixed by the Bank and will remain constant during the entire period of the contract. The fuel fixed above shall be subject to change in accordance with change on account of diesel price at Thiruvananthapuram.

The variable charges shall be payable per vehicle basis for such vehicles to which the same is applicable as per actual use basis.

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

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

#### DATE & TIME OF SUBMISSION

Interested agencies/companies may submit their applications in the prescribed format as specified earlier. The applications are to be downloaded from the Bank's Website <a href="https://bank.sbi">https://bank.sbi</a> or <a href="www.sbi.co.in">www.sbi.co.in</a>, filled in and hard copies to be submitted at the address given below. The date and time mentioned under important Dates.

Address: State Bank of India, Administrative office, Sangamam Buildings, 3<sup>rd</sup> Floor, Palayam, Thiruvananthapuram 695001

Representatives of Bidders, if they so choose may present themselves during the opening of the Technical Bid. However technical bid would be opened even in the absence of any or all the authorised representatives of the bidders.

Representatives of those Bidders who qualify in the Technical Bid, if they so choose may present themselves during the opening of the Price Bid. However,

Bids will be opened even in the absence of any or all the authorised representatives of the bidders.

For the date and time of opening of Technical Bid/Price Bid, please refer to important dates.

#### TERMS OF SERVICE / MISCELLANIOUS.

- a) The successful bidder has to execute a contract with the Bank in the format prescribed/ approved by the Bank.
- b) The broad terms and conditions of the contract/ service shall be as mentioned in the Annexure A.
- c) The agency shall provide a security deposit equivlent to monthly hire charges offered, will be retained by the bank for the full period of the agreement and will be returned back on the expiry of the agreement or termination of contract without interest , after adjustong any loss or damages caused to the bank.
- d) The Bank reserves the right to cancel the tender process at any time before finalisation and execution of the contract with or without assigning any reason.
- e) Language of Bid: All bids and supporting documentation shall be submitted in English.
- f) SBI reserves the right to accept or reject any or all bids without assigning any reason thereof and Bank's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal purchase order is signed and issued by duly authorised officials of the Bank.
- g) The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
- h) State Bank of India is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- i) The Bank also reserves the right to alter/modify any/some/all the requirements as it may deem necessary, and notify the same on its website or otherwise. The bidders should be agreeable for the same.
- j) Bids not confirming to the Tender requirements may not be considered by SBI. However, SBI reserves the right, at any time, to waive any of the requirements of the Tender, if in the sole discretion of SBI, the best interest of SBI be served by such waiver.

- k) Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.
- l) SBI shall have the right to cancel the Tender process at any time prior to award of contract, without thereby incurring any liabilities to the affected bidder(s). Reasons for cancellation, as determined by SBI in its sole discretion include but are not limited to, the following:
  - i) Services contemplated are no longer required.
  - ii) Scope of work was not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments.
  - iii) Proposed prices are unacceptable to the work.
  - iv) The project is not in the best interest of SBI.
  - v) Any other reason.
- m) SBI reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of Tender or even after award of contract.
- n) SBI reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc.
- o) Bank reserves the right to appoint a consultant/agent, if so decided by the Bank at any stage during bidding process.
- p) All pages of bid document should be stamped and signed by authorised signatory of the bidder.
- q) Vendor should carry out any change request necessitated by the Bank.
- r) Bank reserves the right to discontinue/close the project at any point of time without assigning any reason thereof and Bank's decision in this regard will be treated as final.

By responding to this document, it is construed that the bidder has agreed to fully adhere to all the requirements of this Tender.

#### **Annexures to the Tender Documents:**

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

1. Annexure "A" - SCOPE OF SERVICES AND DETAILED TERMS AND CONDITIONS AGENCIES / COMPANIES RESPONSIBILITY FOR PROVIDING CAR ON MONTHLY HIRING BASIS

- 2. Annexure "B" Part-1 / Covering Letter BID SUBMISSION FORM.
- 3. Part 1 / F-I AGENCY'S GENERAL DETAILS / INFORMATION
- 4. Part 1 / F-II LETTER OF AUTHORITY PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT NEGOTIATIONS/CONFERENCES
- 5. Part 1 / F-III DOCUMENT RELATING TO AGENCY'S ELIGIBILITY CRITERIA.
- 6. Part 1 / F-IV NO DEVIATION CONFIRMATION
- 7. Annexure "C" PRICE BID

For State Bank of India

Chief Manager(GB)

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

- 1. The number of cars presently required and to be bid is detailed in Annexure C.
- 2. The Service Provider has to meet with the future requirement of additional cars as per the specific models given in Annexure C as and when required on the same terms and conditions. In case of ready non-availability of such models, provider should make available a vehicle of equivalent or higher to the required class of car on the same monthly retainer price. In respect of additional vehicles, the Bank also reserve the right to avail the service on half-monthly basis (for a period of 15 days) on payment of half of the monthly retainer charges. The Bank reserve the right to discontinue the requirement of additional vehicle, at any time. Additional vehicle requirement will be communicated to the service provider by way of a formal email from the Bank.
- 3. All the cars for the purpose of monthly Hiring basis should be brand new cars and as per the models specified by the Bank.
- 4. The car should be made available for 10 hours duty daily and the start of duty timings will be as per the convenience of the user official.
- 5. The agency shall comply with all the rules and 'regulations relevant to supply and running of tourist taxis stipulated by RTO, Trivandrum/ Kerala and other Government Authorities. The agency shall comply with all the local/ municipal laws and statutory rules as applicable and will indemnify the Bank against all actions, claims, suits etc. for non-compliance of laws.
- 6. The agency should have an office with telephone facility and contact point for 24 hours and the telephone/mobile numbers concerned shall be given to the user official. In addition, the Company/Agency should make dedicated arrangement to ensure that all the cars report on time and are kept clean at the start of duty each morning and a confirmation by SMS is sent to the user executive, every day. Drivers should be medically fit and have antecedents, police verified.
- 7. The Agency should also abide by all other applicable instructions relating to statutory deductions like EST / EPF etc. Agency should submit proof of such compliance while claiming next month's bills.
- 8. The Agency should abide by the instructions with regard to minimum wages under Minimum Wages Act, 1948, latest minimum rates of wages payable to employees in the light motor vehicles sector in the State of Kerala as specified in the Schedule of G.O (P) No.44/2017/LBR dated 19th May 2017 or any other further amendments in this regard which should be accessed from the relative department of Kerala State Government/

Central Government for strict compliance. Agency also undertakes to indemnify the Bank of any violation or non-compliance in this regard

- 9. The driver should be provided with uniform and a reliable mobile connection for communication with the user executive and its capital/recurring cost will be borne by the agency.
- 10. The car must be kept clean and periodically serviced and provided with neat seat covers which should be changed, after every 15 days. The agency shall bear the expenses in regard to periodic washing of seat covers and general upkeep of the car.
- 11. Rest room/change room or meals to the drivers will be responsibility of the agency / company. The drivers will be the staff of the agency and Bank will not be responsible for violation of any rules / regulations in this regard. Bank will not be responsible in any way for the driver's injury, disablement, or loss of life due to an accident while on duty.
- 12. As the drivers are employees of the agency concerned, they should comply with local laws and provisions relating to their employment with their agency concerned. The Bank will not be liable for their non-compliance.
- 13. The drivers should have a valid driving license and other statutory certification which should be produced by them as and when demanded by the Bank and / or Traffic / Govt. authorities. The driver should be medically fit and should be conversant with the routes and places in Trivandrum/ Kerala and around. The renewal of the driving licenses will be the responsibility of the agency.
- 14. The agency shall change the driver, if not found suitable or desirable by the official and make immediate arrangements to provide a substitute. If the driver is unable to attend or proceeds on leave or whatsoever reason, the agency shall provide substitute without delay. Needless to mention, all such drivers should also be medically fit and antecedents verified by police and also to satisfy any other requirements in respect of the driver mentioned in this document.
- 15. The driver will comply with the orders given by the Chief manager(GB), Security Officer or any other responsible functionary of the Bank regarding safety and security when the car is in the Bank's premises. The drivers should be in uniform (which includes white coloured shirt) provided by the company/ agency, neatly dressed, courteous and obedient. Drivers should also be provided with the Agency's photo identity card which should be worn while reporting for Bank's duty.
- 16. The Agency should comply with the statutory obligation of obtaining proper KYC record of each driver and a copy each duly certified by the Agency should be submitted to the Bank.
- 17. First aid box as per RTO regulations to be available in vehicle it

- should invariably include germicidal lotion, antiseptic cream, bandages, sticking plaster, cotton roll, scissors and torch. Additionally aspirin, antimotion sickness tablets and vomit bags to be provided as per requirement.
- 18. Two sets of good quality turkey towels to cover the seats to be provided. Rubber mats to be provided inside the car.
- 19. Periodical refilling of each car should be on full tank capacity basis and this working arrangement with a petrol pump should be nearest to the office with which the vehicle is attached. Bank is vested with right to cut the relative road mileage for any deviation in this regard.
- 20. The agency should maintain a record of the running of the car on a daily basis which should be authenticated by the user official concerned on the log sheet.
- 21. In case the car breaks down on the way or found missing from duty, the agency will have to pay taxi fare applicable for AC Taxi, till suitable alternative arrangements are made. Further the agency will arrange another car till the car concerned is repaired/replaced.
- 22. The agency will do suitable periodical maintenance to avoid break downs in case of failure to do so, the Bank reserves the right to impose penalty on the agency. On repetition of such incident to the extant, Bank may reject the car or terminate the contract of the agency /company. In the event of replacement of the vehicle provided for unavoidable reason the authorized make/model of car should be provided with prior intimation to the official for whom the car is engaged and in consultation with Liaison Department of the Bank.
- 23. Whenever the user official so directs as per Bank's extant rules the car will report to the GB Department, Administrative office and the car will be used in the general pool of the Bank till the validity of such period as desired by the official. The car provided to the Bank will be covered by comprehensive insurance and insurance for all occupants of the car at the cost of the agency. The Bank shall not be responsible for any damage to the car and compensation to anyone in the event of injury/disablement or loss of life as a result of accident.
- 24. The agency shall indemnify the Bank against any damage/ loss out of accident caused by the car. All applicable taxes inclusive those of passenger tax, road tax and permit charges etc. will be borne by the agency.
- 25. Agency shall obtain necessary permits in advance for the vehicle to be taken to any part of the country as required by extant law.
- 26. Agency shall place the Bank's name with logo as per Bank's specification in the front and back of the car on a permanent basis.
- 27. Parking of the car during the office hours will be within the Bank office compound and in case of non-availability of space arranged by the agency at their cost within 1 kilometre radius from the Bank. However Toll tax, service tax etc. shall be paid by the agency which will be reimbursed by the Bank along with the monthly bills on production of relevant receipts

- duly authenticated by the user executive. Valid Fast Tag facility with recharging online access rights given to the respective driver should be available on all vehicles. Actual expenditure will be reimbursed by the bank on the basis of valid receipts.
- 28. Parking of the car after the office hours or after the officer relieves the car for the day shall be at the Bank office premises or residence of the officer as per his instruction, unless the Bank instruct otherwise with the reporting, register entries, other rules and regulations with regard to parking at such premises strictly adhered to. The Agency should make its own parking arrangements for the vehicles, if so directed by the Bank.
- 29. The Agency will be paid monthly Hiring charges which would include per month cost of the vehicle including driver charges as per details given above which should further include charges other than the fixed variable charges. Fuel cost and other charges included in the fixed variable charges shall be reimbursed as stated in the Tender documents as per actual basis.
- 30. The Company should ensure and confirm to the Bank that all the drivers provided to the Bank on duty are paid salary and benefits due to them as per "Minimum Wages Act" laid down by the Government.
- 31. Unless intimated otherwise, the present agreement will be for a total period of 36 months (3 years) which will be reviewed every year.
- 32. The Bank reserves the right to terminate this agreement without assigning any reason, by giving 15 days' notice to the agency concerned during the contract period of 36 months (3 years). No compensation whatsoever will be paid by the Bank to the agency on such termination. If the termination for any valid reason happens in the middle of the month, pro rata hire charges shall be payable by the Bank to the agency.
- 33. The agreement will be terminated without any prior notice if the agency violates any of the terms and conditions of the agreement accepted by the agency at any stage of the contract.
- 34. In case the agency / company obtain financial assistance from any institution, organisation and bank, the Bank will not be responsible/ liable to meet the repayment of loan instalments to the lender. Cars if financed by State Bank of India and later rejected / denied / recalled for any reasons of non-compliance of the terms and conditions of the contract, the provider agency/company will not have any financial claim during the contract period on State Bank of India. The financial repayment responsibility of all such cars if any will solely lie on the agency / company.
- 35. Physical dent, paints or damage to the car due to any reason during the tenure of the contract should be rectified promptly so as to maintain decent look of the car during the hired period. Failure to comply would enable the Bank to reject such cars for any further period of the Contract.
- 36. In case of breach / non-fulfilment of any of the terms and conditions set forth in this agreement, Agency will liable for notional fine and undertakes to indemnify the Bank for deducting the amount from the next

monthly bill raised.

- 37. All the allotted cars to be provided by the company/ agency at first Instance i.e. within 7 days of engagement. In other words supply of all the required cars will be completed within a period of 7 days. Failure to commitment of this terms and conditions, would be viewed seriously by the Bank to the extent will be treated as non-compliance of the contract.
- 38. The Bank reserves the right to reject all or any one offer at its own discretion and without citing any reasons.
- 39. Any terms and conditions not covered in this Annexure but specified in any other part of the Tender Document shall be applicable and binding to the Agency as specified therein.

#### Repairs and Maintenance:

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

#### Fuel:

The fuel (diesel) will be provided by the agency / company, but the Bank will reimburse the same as above.

Periodical refilling of each car **should be on full tank capacity basis** and this working arrangement with a petrol pump should be nearest to the office with which the vehicle is attached. Bank is vested with right to cut the relative road mileage for any deviation in this regard.

The use of oil or other consumables will also be provided by the agency at their own cost.

#### **Contract Period:**

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

#### **Payment Terms:**

It will be ensured that the bills will get settled within 30 days from the date of submission of bills. The payment will be made through account with State Bank of India only, for which agency will have to furnish their bank account details.

#### **Arbitration:**

Any dispute or difference whatsoever arising between the Parties out of the

contract or the validity or breach thereof, shall first be an attempt to mutually settle the same amicably. If however, the said settlement being not possible shall thereafter be referred to a Sole Arbitrator, jointly appointed by the parties.

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

#### **Termination Clause:**

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

- a) If the agency / company is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent Jurisdiction.
- b) If the Agency / Company commit any breach of the terms of this Hire agreement / tender document.
- c) If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the Agency / Company is convicted by a criminal court on grounds of moral turpitude.
- d) The Agency / Company is involved in wrongful billing. In addition hereto wrongful billing shall also result in the Agency / Company being debarred from participating in any other tender of the Bank.
- e) The engagement is not in the interest of the Bank or the Bank no more requires any such service.

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

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

- a) merging with some other company or
- b) collaboration with some other company or
- c) for any other reason

or, if any changes take place in the proprietorship or partnership of the Agency / Company, the Bank should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and Bank may terminate the hire agreement as may be deemed necessary, Whatever be the reason of changes, the subject hire agreement would be terminated unless the new company/entity accepts the subject Hire agreement at the same rates,

terms and conditions laid down herein. The agency /company shall refund the excess money paid by the agency / company for the term for which the agreement / arrangement has run.

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

#### **BID SUBMISSION FORM**

To

The Chief Manager(General banking)

State Bank of India,

Administrative Office, Sangamam Buldling,

Thiruvananthapuram 695001

Dear Sir,

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

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

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

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

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

SIGNATURE OF AUTHORISED PERSON WITH SEAL

DATE:	
Duly authorized to sign bid for and on behalf of	

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

#### Part 1 /F-I

#### AGENCY'S GENERAL DETAILS/ INFORMATION

To

The Chief Manager(General banking)

State Bank of India,

Administrative Office, Sangamam Buldling,

Thiruvananthapuram 695001

NAME OF THE	
AGENCY/COMPANY	
CONSTITUTION OF THE	
BIDDER	
NUMBER OF YEARS IN	
OPERATION	
OF EXATION	
REGISTERED ADDRESS	
OFFICE ADDRESS	
IF DIFFERENT FROM	
ABOVE	
MAKE O NO OE	
MAKE & NO. OF	
VEHICLES HELD IN	
AGENCY NAME	
NAMES & ADDRESS OF	
THE DIRECTORS /	
PROMOTERS	
1 KOMO 1 DKS	
TELEPHONE NUMBER	
E-MAIL ADDRESS & WEB	
SITE	
SILE	
TELEFAX NUMBER	
CONTACT PERSON	
PARTICULARS	

(SIGNATURE OF AUTHORISED PERSON WITH SEAL)

#### Part 1/F-II

#### LETTER OF AUTHORITY

## PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT NEGOTIATIONS/ CONFERENCES

	Signature Name & Designation For and on behalf of
	Yours faithfully,
We confirm that we shall be bound by all commitme authorized representatives.	ents made by aforementioned
2) Name & Designation Sig	gnature
1) Name & Designation Sig	gnature
following representative(s) to attend technical bid of and for any other correspondence and communic Document:	ppening and price bid opening
We	hereby authorize
Dear Sir,	
Thiruvananthapuram 695001	
Administrative Office, Sangamam Buldling,	
State Bank of India,	
The Chief Manager(General banking)	
No. Date:	

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

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

### Part 1 /F-III

#### DOCUMENTS RELATING TO AGENCY'S ELIGIBILITY CRITERIA

## 1. AGENCY IS REQUESTED TO FILL THIS CHECK LIST AND ENSURE THAT ALL DETAILS/

Clause	Documents required	Submitted(Agency to indicate) Yes/No
The agency / company should have been in the business of rental of cars for 3 years in the name of the company and should have executed and/or under execution tie up arrangements with Corporates.	Documentary evidence like work order, contract agreement etc. for the same must be provided.	
A letter from an authorized service centre/work shop of respective make of vehicles confirming the tie up for providing fleet maintenance services should be submitted.	Confirmation by Agency.	

GST Registration Number

2.

3.

Drawn on

Place & Registration Authority

PAN No. of the agency/ company

The Agency / company shall indicate here the turnover during proceeding 3 years based on the GST statements enclosedGST REGISTRATION DETAILS

OTHER SERVICE REGISTRATION DETAILS, IF ANY			
Registration Number			
Registration Authority			
EMD DETAILS			
Bank Draft/Bankers Cheque No.			
Dated			

#### Part 1 /F-IV

#### NO DEVIATION CONFIRMATION

To,

State Bank of India,

Administrative Office, Sangamam Buldling,

Thiruvananthapuram 695001

Dear Sir,

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

(SIGNATURE OF AUTHORISED PERSON WITH SEAL)

### (In separate sealed cover)

#### PRICE BID

Date of Advertisement	
Valid up to	3 Years from the date of Agreement.
Delivery	Administrative Office, Sangamam Building, Thiruvananthapuram 695001
Emission norms	Compliance with local norms
Term	3 Years.

No	Name of the vehicle	Number of vehicles presently required	Monthly Hire Price Offered (Rs.) In figures	Monthly Hire Price Offered (Rs.) In words in English
A	Swift Dzire(diesel)/Toyota Etios(diesel) or similar models	Six (6)		
В				
С				

**TOTAL:** = .....