



Reserve Bank of India/ भारतीय रिज़र्व बैंक  
Human Resource Management Department / मानव संसाधन प्रबंध विभाग  
Guwahati / गुवाहाटी

भारतीय रिज़र्व बैंक, गुवाहाटी की आवश्यकताओं के अनुसार कॉल के आधार पर कार उपलब्ध कराने के लिए कार किराए पर लेने वाली एजेंसियों/कंपनियों/टैक्सी ऑपरेटरों का पैनल बनाना

ई-निविदा नं: आर.बी.आई/गुवाहाटी/मासंप्रावि/4/24-25/ET/104

निविदा सूचना

भारतीय रिज़र्व बैंक, गुवाहाटी उपर्युक्त सेवा के लिए दो बोली प्रणाली (तकनीकी और वित्तीय बोली) के तहत ई-निविदाएं एक साथ आमंत्रित करता है। निविदा प्रपत्र 28 जून, 2024 को प्रातः 11:00 बजे से आरबीआई की वेबसाइट [www.rbi.org.in](http://www.rbi.org.in) और एमएसटीसी ई-पोर्टल [www.mstcecommerce.com](http://www.mstcecommerce.com) पर देखने / डाउनलोड करने के लिए उपलब्ध होंगी।

आपकी निविदा, विधिवत भरी हुई और ई-हस्ताक्षरित, केवल **एमएसटीसी न्यू कॉमन पोर्टल (MSTC New Common Portal)** [www.mstcecommerce.com](http://www.mstcecommerce.com) के माध्यम से ई-टेंडरिंग मोड द्वारा प्रस्तुत की जानी चाहिए। ई-निविदा प्रक्रिया की अनुसूची और संक्षिप्त विवरण इस प्रकार हैं:

1. कुल अनुमानित लागत: ₹50,00,000/-
2. कुल बयाना: ₹1,00,000/-
3. इवेंट का प्रकाशन - दिनांक और समय: 28.06.2024 को 11:00 बजे से।
4. बोली प्रारंभ होने की दिनांक और समय: 16.07.2024 को 11:00 बजे से।
5. बोली-पूर्व बैठक: 12.07.2024 को 14:30 बजे से बैंक के मुख्य कार्यालय भवन में।
6. बोली बंद होने की दिनांक और समय: 25.07.2024 को 17:00 बजे।
7. बोली (भाग-I) खोलने की दिनांक और समय: 26.07.2024 को 12:00 बजे से।

इस निविदा के संबंध में कोई भी संशोधन/शुद्धिपत्र/स्पष्टीकरण केवल वेबसाइट/ई-पोर्टल पर अपलोड किया जाएगा।

बैंक न्यूनतम निविदा स्वीकार करने के लिए बाध्य नहीं है और किसी भी या सभी निविदाओं को बिना कोई कारण बताए अस्वीकार करने का अधिकार बैंक सुरक्षित रखता है।

क्षेत्रीय निदेशक  
भारतीय रिज़र्व बैंक  
गुवाहाटी

**RESERVE BANK OF INDIA**  
**HUMAN RESOURCE MANAGEMENT DEPARTMENT**  
**GUWAHATI**

**e-Tender for Empanelment of Car hiring agencies/ Companies/ Taxi operators  
for providing cars on call basis as per requirements to Reserve Bank of India,  
Guwahati**

**Name of the Tenderer: -** \_\_\_\_\_

**Address: -** \_\_\_\_\_

\_\_\_\_\_

**Mobile & e-mail: -** \_\_\_\_\_

<b>Last date of submission of Tender</b>	July 25, 2024 up to 17:00 Hrs.
<b>Date &amp; time of opening of Part-I (Technical Bid)</b>	July 26, 2024 at 12:00 hrs.

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## **DISCLAIMER**

Human Resource Management Department, Reserve Bank of India, Guwahati (the Bank/RBI/Reserve Bank of India) has prepared this tender document to give background information on the tender to the interested parties to bid for Empanelment of car hiring agencies / companies for providing Cars/vehicles to the Bank as and when required / need basis. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believes it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The Bank is not responsible if no due diligence is carried out by the Respondents.

Reserve Bank of India reserves the right not to proceed with this tender or to change the configuration of the tender, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.

This tender document is neither an offer letter nor a legal contract, but an invitation for the proposal. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of RBI and the tenderer. The tenderer, irrespective of its participation in the tender process, shall treat the details of the tender documents as secret and confidential at all times. Further, RBI will not be liable for any costs incurred by the tenderer in the preparation of the response to this tender.

**NOTICE INVITING TENDER (NIT)**  
**(Only through e-procurement)**

**SCHEDULE OF TENDER (SOT)**

1	Name of Work	Empanelment of Car hiring agencies/ Companies/ Taxi operators for providing cars on call basis as per requirements to Reserve Bank of India, Guwahati
2	e-Tender no	RBI/Guwahati/HRMD/4/24-25/ET/104
3	Mode of Tender (online)	e-Procurement System (MSTC Portal) (Online Part I - Technical Bid and Part II - Financial Bid through <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> )
4	Publication of NIT in Press, RBI website	June 28, 2024 (Friday)
5	Publication of tender on MSTC portal	June 28, 2024 (Friday) at 11:00 Hrs
6	Availability of tenders for viewing	June 28, 2024 (Friday) onwards
7	Pre-Bid meeting (Offline) & Venue	July 12, 2024 (Friday) at 14:30 Hrs. Venue: Video Conference Room, 4th Floor, Reserve Bank of India, Station Road, Pan Bazar, Guwahati 781001
8	Date of publication of minutes of the pre-bid meeting on RBI website and MSTC portal, if any.	July 15, 2024 (Monday)
9	Estimated value of tender	₹50,00,000/- (Rupees Fifty Lakh only) (Subject to total services rendered)
10	Transaction fees	As charged by MSTC Ltd. Payment of transaction fees will be paid online through MSTC payment gateway.

11	Earnest Money deposit (EMD)	EMD of ₹1,00,000/- can be remitted through:  <b>i. NEFT:</b>  Reserve Bank of India, Guwahati, A/c No-8692299, IFSC Code - RBIS0GWPA01 (0=Zero),  Or  <b>ii. Demand Draft:</b>  DD in favor of Reserve Bank of India, Guwahati to be delivered in physical form at Reserve Bank of India, Station Road, Pan Bazar, Guwahati 781001.
12	Last date of submission of EMD	July 25, 2024 (Thursday) up to 17:00 Hrs.
13	Date of Starting of e-Tender for submission of online Technical and Financial Bid at  <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	July 16, 2024 (Tuesday) at 11:00 Hrs.
14	Date of closing of online e-tender for submission of Technical Bid & Financial Bid	July 25, 2024 (Thursday) up to 17:00 Hrs.
15	Date & time of opening of Part-I (i.e., Technical Bid)	July 26, 2024 (Friday) at 12:00 hrs.
16	Date & time of opening of Part-II (i.e., Financial Bid)	Shall be intimated separately.

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## **IMPORTANT INSTRUCTIONS FOR e-PROCUREMENT**

Bidders are requested to read the terms & conditions of this tender before submitting their online e-tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the e-Tender for opening of the price bid.

### **1. Process of e-Tender:**

**(A) Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid will be done over the internet. The vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

### **Special note:**

The Technical Bid has to be submitted on-line at through **MSTC Portal (Common Portal)** at [www.mstcecommerce.com](http://www.mstcecommerce.com).

a) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → Common Portal → Vendor Login → Register → Filling up details and creating own user id and password → Submit

b) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact RBI/MSTC, before the scheduled time of e-Tender.

### **Contact person (MSTC Ltd):**

MSTC Helpdesk no. – 07969066600 (for system settings)

SI No	Contact Person	Email	Phone No.	Technical Support
1	Shri Prashant Chitranjan , M	<a href="mailto:ghyopn2@mstcindia.in">ghyopn2@mstcindia.in</a>	8592888286	<b>0361-2221199</b>
2	Shri Shubhajit Roy, DM	<a href="mailto:ghyopn1@mstcindia.in">ghyopn1@mstcindia.in</a>	7501524754	
3	Shri Debayan Kar, AM	<a href="mailto:ghyopn3@mstcindia.in">ghyopn3@mstcindia.in</a>	9831149790	

**Contact person (RBI Guwahati):**

SINo	Contact Person	Email	Phone No.
1.	Shri Bignya Prasad Samantaray, AM	<a href="mailto:allotmentguwahati@rbi.org.in">allotmentguwahati@rbi.org.in</a>	9040178024
2.	Shri Abhishek Shukla, Assistant	<a href="mailto:allotmentguwahati@rbi.org.in">allotmentguwahati@rbi.org.in</a>	7399811340

**(B) System Requirements:**

a) Windows 7 or above Operating System

b) IE-7 and above Internet Explorer

c) Signing type digital signature

d) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system to disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode if enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.

**(C) Other Settings:**

- Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

- To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options  
→ custom level (Please run IE settings from the page <https://www.mstcecommerce.com> once).

**(D)** Bidders are advised to refer to the “Vendor Guide” and a “Video Guide” before proceeding with the tendering process.

The Technical Bid and the Financial Bid will have to be submitted online at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi). Bids will be opened electronically on the specified date and time as given in the Tender.

E – Tender for Empanelment of Car Hire Agencies for Providing Car rental services to Reserve Bank of India, Guwahati



All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

2. **Special Note towards Transaction Fee:** The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a Challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the Challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

3. Transaction fee is non-refundable. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

**NOTE:** Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

4. Tenderers are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration with MSTC portal. Tenderers are also requested to ensure validity of their DSC (Digital Signature Certificate).

5. **e-Tender cannot be accessed after the due date and time mentioned in NIT.**

**6. Bidding in e-Tender:**

a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (if any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → Common Portal → Vendor Login → Register → My menu → Auction Floor Manager → live event → Selection of the live event.

d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial

specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.

e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.

f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and to everybody else.

i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.

j) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.

k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms & conditions of the tender.

m) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

n) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

o) Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprochome> to familiarize them with the system before bidding.

p) No deviation to the technical and commercial terms & conditions are allowed.

q) Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

r) The bid will be evaluated based on the filled-in technical & commercial formats.

s) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.

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## **General Instructions Regarding Technical and Financial Bids**

### **1. PART- I (Technical bid)**

**1.1** Tenders in two parts (Part I - Technical Bid and Part II - Financial Bid) are invited for empanelment of reputed and capable Car Hiring Agencies/Companies with good track record, for the purpose of hiring cars on need basis by the Bank, at an estimated cost of ₹50,00,000/- (Rupees Fifty Lakhs only) per annum, the contract shall commence from the date of awarding the contract by RBI and shall remain in force initially till March 31, 2025, which is extendable further for a maximum of two more years, one year at a time, subject to satisfactory performance of the service providers, or for other periods/ parameters as the Bank may decide.

**1.2** The tender should be complete in all respects with all attachments/enclosures/annexures. Incomplete forms or without proper documentary evidence etc. (as advised) will be out-rightly and summarily rejected by the Bank.

**1.3** Tender document can be downloaded from website [www.rbi.org.in](http://www.rbi.org.in) and [www.mstcecommerce.com](http://www.mstcecommerce.com). Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website.

**1.4** The tenderers should submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects **on or before 17:00 hrs on July 25, 2024**. Tenderers shall submit e-tender proposal along with Earnest Money Deposit of ₹1,00,000/- (Rupees One Lakh only), complete in all respect and as per the prescribed formats.

**1.5** A pre-bid meeting of the intending tenderers will be held at **14:30 hrs on July 12, 2024**. Parties interested to participate in pre-bid meeting may request via email to [allotmentguwahati@rbi.org.in](mailto:allotmentguwahati@rbi.org.in). The Bank will clarify any point/doubt raised by the tenderers in respect of the tender in the said Pre-bid meeting. No separate communication will be sent for this meeting except for the change of date or time of the meeting, if any, by the Bank. All the intending tenderers are advised to be present. They may indicate points/conditions/specifications which need to be clarified during the meeting. The tenderers are expected to get all the issues clarified during this meeting. No further clarifications/doubts will be entertained after the pre-bid meeting.

**1.6** The Part-I (Technical Bid) will be opened electronically on **July 26, 2024 at 12:00 hrs.** In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

**1.7** Before submitting the tender, the tenderers may go through the scope of work, articles of agreement and terms & conditions governing the contract, on which the work will be awarded by the Bank and required to be executed by the successful Tenderer. The Tenderers may satisfy themselves as to the eligibility and other criteria prescribed therein. No queries or requests for clarifications shall be entertained in this regard. It may also be noted that the terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Tenderer to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Tenderer, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work to be awarded under this Tender.

**1.8** Tenderer/authorized signatory of the Tenderer shall sign on each page of the tender before uploading.

**1.9** Corrections, if any, in the quotation shall be duly authenticated with full signature.

**1.10** In the first stage, the Technical Bids will be opened. The bid of any tenderer who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected. Subsequently, the selected technical bids will be evaluated as per evaluation criteria of the Tender document. Decision in this regard will be at the sole discretion of the Bank.

**1.11** Falsification/suppression of information shall lead to disqualification of the tenderer/ cancellation of contract even after award of work during the currency of the contract.

**1.12** Each Tenderer (each member in the case of partnership firm / joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Bank subsequently finds to the contrary, it reserves the right to declare the Tenderer as non-compliant and declare any contract if already awarded to the Tenderer, to be null and void.

**1.13** Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under relevant laws as applicable in the matter. Such action will result in the rejection of bid, in addition to other punitive measures.

**1.14** The Bank shall obtain reports on the past performance of the Tenderer from his clients and bankers. The Bank shall evaluate the said reports before opening of the price bid of the tenders. If any Tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers' report are found unsatisfactory, the Bank reserves the right to reject his offer and his EMD will be returned. The Bank is not bound to assign any reason for doing so.

**1.15** This tender document is neither an offer letter nor a legal contract, but an invitation for offer from prospective Vendors. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Vendor. Further, the Bank will not be liable for any costs incurred by the Vendor in the preparation of the response to this tender. The preparation of Vendor's proposal will be made without any obligation by the Bank to acquire any of the items included in the tender, or to discuss the reasons why the Vendor's proposal is accepted or rejected. All information furnished by the vendors in their proposal will be treated as strictly confidential.

**1.16 Eligibility criteria for participating in the tender –**

- i. Minimum experience of three years is required in the field of providing transport service as on March 31, 2024.
- ii. Should have provided/ been providing satisfactory car hire services to at least two Government/ semi-government/ public sector undertakings/ banks/ MNCs/ Reputed Private sector companies/ 4/5 Star Hotels based in Guwahati during the last three years as on March 31, 2024 (Attach experience certificates as per "[Annex I](#)").
- iii. The tendering firms/company should have **minimum fleet of 12 (twelve) owned/leased cars not more than 03 years old** comprising of the following make of cars:

<b>Category I</b>	Maruti Dzire, Etios, Honda Amaze, Hyundai Xcent & <b>any type EV in the similar category (or equivalent)</b>
<b>Category II</b>	Bolero, XUV 500, Honda City, Hyundai Verna, Scorpio, Maruti Ciaz, Kia Carens & <b>any type EV in the similar category (or equivalent)</b>
<b>Category III</b>	Innova Crysta, Innova Hycross, Tata Harrier & <b>any type EV in the similar category (or equivalent)</b>

<b>Category IV</b>	Kia Carnival, Maruti Invicto & <b>any type EV in the similar category (or equivalent)</b>
<b>Category V</b>	Honda Accord, Toyota Camry/Fortuner <b>any type EV in the similar category (or equivalent)</b>

Of the total cars, at least 50% of the cars should be owned by the tendering firm. The fleet should comprise of minimum of **03 vehicles in Category I (Swift Dzire, etc.)** and **03 vehicles in Category III (Toyota Innova Crysta, etc.)** (Attach copies of Registration Certificates/books). The vehicles provided to RBI should be road worthy and **not more than 03 years old** from the date of sending the vehicles for duty. The vehicles should be registered with RTO as commercial vehicle.

iv. The agencies should have an average annual turnover of not less than ₹25 lakhs during last three financial years i.e., F.Y.2021-22, F.Y. 2022-23 and FY 2023-24.

v. The vehicles should preferably have valid all India taxi permits whenever assigned duties outside the state of Assam at no additional cost. The permits should be available well in advance to avoid any inconvenience to the travelling officer/ guest.

vi. The tendering firms/companies should have all applicable tax registrations viz PAN, GSTIN, etc. (Attach copies of the same).

vii. The tendering firms/company should have own office in Guwahati (attach documentary proof).

viii. The tendering firms/company should have a current account in a scheduled commercial bank for effecting payments (attach documentary proof).

ix. The tendering firms/companies must be a profit-making entity for last three consecutive financial years, i.e., F.Y.2021-22, F.Y. 2022-23 and FY 2023-24.

x. The tendering firms/companies should submit Income Tax Return Acknowledgement/ Assessment Order and Audited Balance Sheet, Profit and loss account etc. for the last three consecutive financial years, i.e., F.Y.2021-22, F.Y. 2022-23 and FY 2023-24.

xi. The tenderer should submit the list of clients served (current and previous). The tenderer must also give references of minimum two organizations/ companies where it is providing the vehicles hire services during last three years.

xii. Track record of a tenderer should be clean without any involvement in illegal activities or financial frauds. There should not be any such case with the Police/ Court/ Regulatory authorities against the tenderer or proprietors/partners/directors in case of Proprietorship/Partnership firm/company.

- xiii. The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- xiv. The tenderer must not have been suspended / delisted / blacklisted/ banned or any such process initiated against him/her, by any organization including Reserve Bank of India at any location in India on any grounds (Self-declaration on letter head in this regard to be submitted).
- xv. The tenderer should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The tenderer shall give details of all disputes he/she had with his/her clients and furnish the current status thereof.
- xvi. The tenderer should have necessary trade license certificate to run Tours and Travels. (Copies to be uploaded on MSTC portal)
- xvii. All vehicles provided to the Bank should have valid all India taxi permits (commercial) and all other statutory clearances. These vehicles must be registered with the RTO as a commercial vehicle. All vehicles must have Fast tag with sufficient balance.
- xviii. All the vehicles should have valid PUC and fitness certificate. The tenderers shall submit documentary evidence in support of all the above eligibility criteria as also the other terms and conditions enumerated above, wherever applicable.

#### **1.17 Details of the company/firm/agency/proprietorship**

- a) The full particulars of the Company/Firm/Agency/ Proprietorship are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual(s) involved therein along with the name(s) and address(es) etc. are required to be submitted. As a sole proprietorship does not have a legal personality distinct from the individuals owning/managing it, on a sole proprietor's death, the proprietorship comes to an end. The experience acquired by the deceased was distinct to him and dissipated with his death. Hence, a new proprietorship firm, even with the same name, set-up by another person, will be a fresh firm and compliance to the pre-qualification criteria will be assessed from the date the bidder becomes a sole proprietorship under the new proprietor.
- b) Details of work experience as per the requirements in the eligibility criteria supported by work orders, documents, and certificates shall be submitted. The details along with



documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other centre should also be given.

c) Income Tax Assessment orders along with latest final order and credit worthiness certificate from the bankers with a copy of the specified accounts of the business of the Vendor for a period of last three financial years duly certified by a Chartered Accountants should be enclosed in support of credit worthiness and turnover for the last three years.

d) Written information about the names and address of the Bankers with full details like names, present contact postal addresses, e-mail IDs, telephone (landline and mobile) Nos., etc. of the contact executives (i.e., the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.

#### **1.18 Documents required to be uploaded for technical bid –**

Scanned copy of Original Documents to be uploaded online through '[www.mstcecommerce.com](http://www.mstcecommerce.com)' portal in PDF format while submission of E-tender (Each file size should not exceed 5 MB)

1. Attach the complete set of articles of agreement, Scope of work and Terms & conditions governing contract duly signed.
2. Incorporation documents (in case of a company).
3. Audited Income-tax returns/ Assessment order for last 3 accounting years, i.e. F.Y.2021-22, F.Y. 2022-23 and FY 2023-24.
4. Photocopies of the Registration Certificates (RC), taxi permit, PUC and fitness certificates of minimum 12 owned/ leased commercial cars (taxis) (50% of the vehicles in the fleet should be owned by the firm/ agency participating in the tender). These 12 vehicles should comprise of at least 03 vehicles in Category I (Swift Dzire, etc.) and 03 vehicles in Category III (Toyota Innova Crysta, etc.) and should not be more than three years old.
5. Copies of Lease agreement for all leased vehicles in the fleet.
6. Audited annual financial statement for the last 3 financial years, i.e., F.Y.2021-22, F.Y. 2022-23 and FY 2023-24.
7. List of current and previous clients.
8. Bankers Report on financial standing as per format in [Annex II](#).
9. All documents related to work experience supported by work orders, completion certificates and other details.
10. Copy of the PAN and GST Registration, Trade License to run tour and travels etc.
11. Self-declaration on letter head regarding no suspension/ blacklisting etc.

12. Details such as make of vehicle, registration number, model, year of manufacturing etc. of all owned/ leased vehicles (minimum 12 required as per clause 1.16(iii) above).
13. Power of Attorney/ authorization with the seal of the company/ firm in the name of the persons signing the tender documents.
14. One self-attested recent passport size photograph of each authorized person of the firm/agency, with name, designation, and address, mobile number, email ID etc.
15. Any other information the tenderer wishes to furnish (any litigation, court case etc.).

The Bank reserves the right to call the proof / verify the furnished information.

**1.19** Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature. The Bank reserves the right to call for proof / verification of any of the above-mentioned documents.

**1.20** The Tender application must be submitted together with details of proof of deposit of ₹1,00,000/- (Rupees One Lakh only) towards Earnest Money Deposit (EMD) in bank details given in Schedule of tender through NEFT in the bank account mentioned for the purpose of EMD, without which applications will be rejected. EMD will not carry any interest. The EMD of unsuccessful tenderers shall be refunded within 10 working days of awarding contract and no interest shall be paid on such money.

**1.21** The successful tenderer/s shall furnish along with the contract the Performance Bank Guarantee (PBG) or deposit through NEFT (Beneficiary Name: Reserve Bank of India, A/c No-8692299, IFSC Code - RBIS0GWPA01 (0=Zero), Branch Name – Guwahati) an amount to be notified at a later date which is not more than 5% of half of the estimated tender value. The PBG shall be valid for a period of two months after the expiry of contract period. On submission of Performance Bank Guarantee/Security Deposit, the EMD of ₹1,00,000/- (Rupees One lakh only) will be refunded to the Vendor. The bank guarantee shall be renewed for a further period in case of renewal of the contract by RBI, Guwahati. Failure of the successful tenderer to submit the Performance Bank Guarantee/Security Deposit or sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderers for all future tenders of the Bank. The PBG/Security Deposit shall be released without interest after 2 months of completion of the contract period only after being satisfied of the successful completion of the contract and ensuring no liabilities from the agency or its employees. In case of any complaint or pending dues, the

PBG/Security Deposit shall be discharged only after payment of all dues, liabilities etc. No Interest shall be payable on EMD/Security Deposit/Performance Bank Guarantee.

## **2. PART- II (Financial Bid)**

**2.1** Part-II of the online tender should contain only the service provider's quoted rates in the prescribed format.

**2.2** The Part-II (Financial bid) of only those tenderers' who qualify in the Technical Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers through valid email IDs furnished by them. The Tenderers may choose to be present during the opening of Part II of the tender. The lowest rate quoted under each category of vehicles by tenderers shall be applicable for all other tenderers (who have not quoted lowest rates) upon their consent. Only those tenderers shall be considered for empanelment who would agree in writing to work at the lowest rates quoted under each category of vehicles by other tenderer/s.

**2.3** The rates/quotes in the Financial Bid shall be firm and final and will not be enhanced under any pretext during the period of the contract and as such the tenderers may quote their rates taking into account the probable future revisions in prices. The Bank will not entertain the Vendor's claim for revision of rates during the period of the contract under any circumstances.

**2.4** All statutory deductions, as applicable shall be made from the bills submitted by the company/agency/firm. The Financial Bid shall, therefore, be all inclusive (excluding GST). GST as applicable may be shown separately in the bill and the same will be reimbursed or paid by the Bank as per eligibility. The Bank may call for documentary proof showing deposit of GST.

**2.5** Financial Bid should contain only the price filled in Indian Rupees in figures.

**2.6** The Financial Bid shall be completed in all respects and duly signed and stamped by an authorized representative of the tenderer.

**2.7** No terms and conditions should be indicated in Part-II of the Tender. If any Tender is found with conditions mentioned therein, the same will be treated as "invalid".

## **3. Opening of Tender**

**3.1** Validity of Tender: The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of Part-I, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.

**3.2** The tender documents which do not comply with the terms and conditions prescribed in the tender document will be summarily rejected.

**3.3** No deviations / conditions shall be stipulated by the Vendor in both technical and commercial bids. Conditional tenders will not be accepted and will be summarily rejected.

**3.4** The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

**3.5** The Bank may modify the Tender Document by issuing addenda/corrigenda, for any reason, and at any time. Any such addenda/corrigenda to the Tender Document shall be part of the Tender Document. To allow Tenderers reasonable time to take any addenda/corrigenda into account in preparing their proposals, the Bank may extend, if necessary, the deadline for the submission of proposal.

**Note:** All the tenderers may please note that any amendments / corrigendum to the tender, if issued in future, will be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

I/We hereby declare that I/We have read and understood all the above instructions/ conditions and agree to abide by them.

Signature of Tenderer:

Seal/Stamp:

Date:

Place:

**Broad Scope of work and guidelines to be followed by the Vendor for providing cars to Reserve Bank of India, Guwahati (the Bank):**

A. Condition of Vehicle and amenities to be provided to the guest in the vehicle.

1. Providing air-conditioned chauffeur-driven road worthy vehicles, as and when requisitioned (which may be either oral or email/ written instructions) by the Bank / by officials authorized by the Bank. The tenderers are also required to provide car at short notice if asked from the Bank (say within an hour in case of emergency).
2. The Vendor shall ensure that the cars provided are not to be more than 3 years old as on the date of duty & all the vehicles should be well maintained and in good hygienic condition with its upholstery etc. in proper shape, without any dent or stain. It must be washed properly and be provided with neat and clean seat covers before sending for the duty.
3. All vehicles should be provided with (i) Two bottles of branded mineral water of 500 ml each (Bisleri, Kinley, Aquafina, Bailey, Himalaya or equivalent) (ii) umbrella (iii) first-aid box, (iv) fire-extinguisher (v) universal mobile charger. And the vehicles (Category III,IV,V & as and when requested by the Bank) should additionally be provided with (i) one English or Hindi daily and one financial newspaper (ii) good quality face tissue papers in case/pouch(wet & dry) (iii) two disposable face masks in sealed packet/ cover, (iv) alcohol-based hand sanitizer (minimum 70% alcohol).
4. **Extra charges will be paid only for these amenities.**

Sl No.	Items Description	Remark
1	One English or Hindi daily and one financial newspaper	As per MRP
2	Two bottles of branded mineral water of 500 ml each	As per MRP
3	Good quality face tissue papers in pouch (wet & dry)	As per MRP
4	Two disposable face masks in sealed packet/ cover	As per MRP
5	Alcohol-based hand sanitizer 50 ml (minimum 70% alcohol)	As per MRP

5. The Vendor must be able to provide vehicles having valid taxi permits (local & all India) registered with RTO as a commercial vehicle and other statutory clearances. The Vendor/tendering firm/company shall ensure that during the tenure of the agreement, vehicles

provided are registered and comply with the Motor Vehicle Act as amended from time to time. The agencies should have necessary Trade license certificate to run tour & travel services. All the cars deployed by the Vendor for duty with the Bank's guests/officials should be of commercial nature i.e., they must be registered with the RTO as a commercial vehicle. Documentary evidence of Taxi permits shall be provided to RBI as and when demanded.

6. The rates quoted should be in Indian Rupees and inclusive of all applicable taxes (Except Goods and Services Tax), local levies, duties, charges etc. imposed by Central/State Government and local bodies. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. **The rates should be exclusive of GST.**

7. In case the Vendor is not able to provide the category of car for which booking has been made by the Bank, **he may provide higher category of vehicle after intimating the Bank. However, payment will be made for the category of vehicle booked by the Bank.**

8. The Tenderer should have its office and garage space in Guwahati. Please note that no parking arrangement will be made by the Bank for the vehicles deployed for the Bank's duty.

9. The final empanelment will be done after the car hiring/rent-a-car agencies convey in writing that the rates fixed by the Bank and the terms and conditions as enlisted in tender document, are fully acceptable to them and that the guidelines /instructions will be meticulously followed by them.

10. The Car Hiring Agency/Company shall be responsible for payment of GST (for non-corporate agencies, the bank will pay GST) and any other tax/ charges levied by Central/ State Government or any other competent authority on the services being provided by the Car Hiring Agency/Company. The tenderer should have a valid and active GSTIN and the same should be included in the invoice raised. The statutory liability on account of expiry of GSTIN shall be the sole responsibility of the vendor.

11. For the purpose of proper identification of the driver deployed for the work, the Tenderer shall issue identity cards bearing their photographs / identification etc. and such drivers shall display their identity cards at the time of duty.

12. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the Agency/Vendor. The Bank shall have

no liability whatsoever. No payment for the day is admissible if the vehicle meets with an accident.

13. The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of **applicable value** within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions of the agreement shall apply. All the expenses including stamp duty towards execution of the agreement shall be borne and paid by the Vendor.

14. The Bank reserves the right to extend the contract for further period (maximum two years, one year at a time) on terms mutually agreed upon. The rates may be reviewed at the time of renewal of the contract in view of major changes that may occur in labour laws or Government decision affecting fuel pricing, inflation etc. The Contract may be terminated by either of the parties by giving one months' notice in writing of such termination to the other party. The Vendor shall however continue to discharge the contractual obligation during the notice period unless dispensed by the Bank. If the Vendor fails to carry out any of his obligations/duties during notice period, then the Bank reserves the right to forfeit its security deposit.

15. The successful tenderer shall ensure full compliance with tax laws in India with regard to this contract and shall be solely responsible for the same. The successful tenderer shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Bank fully indemnified against any liability of tax, interest, penalty etc. of the successful tenderer in respect thereof, which may arise.

16. If any of the tenderer(s) who have provided similar services in other Offices of the Bank in the past and whose services were either discontinued for non-performance or whose services were not found satisfactory and the same has been communicated to them in writing, the Bank has the right to reject the bid of that tenderer(s) without assigning any reasons or without seeking further clarifications and their price bid shall not be opened.

17. Punctuality and quality of service will be the essence of the agreement. Therefore, the renewal of the agreement will be subject to punctuality and satisfactory performance by the Vendor. The tenderer or its agents/employees/drivers committing any breach of terms and conditions mentioned herein and/or rendering unsatisfactory services, in the opinion of the Bank shall render itself liable for summary termination of the agreement forthwith without any notice or any compensation in lieu thereof.

18. Though adequate care has been taken while preparing the tender document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within seven days from the date of Notice inviting Tender, it shall be considered that this document is complete in all respects. The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures. While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

19. The Bank reserves the right to extend the period of tender availability and / or change the date of opening of the technical and price bids.

20. The Bank does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

21. Without prejudice to any of the rights or remedies under this Contract, if the Vendor, being an individual, dies, the Bank shall have the option of terminating the Contract without incurring any liability for such termination.

22. The terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Tenderer to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Tenderer, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender.

**B. Conduct, behaviour and other conditions for the drivers**

- (a) The driver must carry a placard depicting particulars of the arriving guest / officer of the Bank and be present to receive the guests at the exit point from Airport.
- (b) The drivers deployed should have good moral character and reasonable experience of driving and should be well groomed and be able to converse in English and Hindi.



- (c) The driver should be medically fit. The driver should always maintain proper hygiene and necessary protocol regarding COVID19 precautions. The generally accepted instructions regarding COVID19 precautions issued from time to time and as advised by Bank/ guest traveller may also be strictly adhered to by the driver including wearing of mask.
- (d) The driver must have a mobile phone and should be well versed with destination route. He should not ask the guest about the route. He should also be conversant with use of mobile phone navigation Maps app in case of exigency. Bank will not make any payment towards mobile phone handset or mobile charges.
- (e) The driver must report for duty at specified place and time in neat and clean uniform provided by the Vendor.
- (f) The driver must always be available with the car once he has reported to the guest/user officer of the Bank and the driver must comply with the orders given by the authorized officers of the Bank and must also observe the rules and regulations of the Bank regarding safety and security.
- (g) The drivers/ employees engaged by the Vendor shall abide by the instructions given by the security officers/ guards of the Bank and vehicles/ persons will have to undergo security check as and when required in Main Office Building as well as in Residential colonies.
- (h) The driver deployed by the Vendor should carry a valid driving licence when on duty, which should be produced by him if demanded by traffic personnel. Renewal of his driving licence from time to time and Police verification will be the responsibility of the Vendor.
- (i) All the papers viz. insurance, registration, road tax, pollution control certificates, permits, valid license, etc. related to each vehicle should be readily available in each of the vehicles with drivers. All the vehicles should have valid Fastag, High Security Registration Plates with proper stickers.
- (j) The persons engaged by the Vendor will be the employees of the Vendor and neither the Vendor nor his employees shall have any right to claim any employment in the Bank.
- (k) The driver should maintain a proper record of mileage on a daily basis and get the same authenticated by the authorized user. The driver should maintain duty slips

with complete details of kilometres travelled, time of reporting, time of releasing, meter readings at the time of start and end of journey etc., duly authenticated by the officer using the service. The make of vehicle and registration number of the vehicle, which is provided to the guest should be mentioned on the duty slip.

- (l) The driver should be polite, courteous and service oriented at all times. He should provide his mobile number to the guest on demand.

### **(iii) OPERATIONAL CONDITIONS**

(a) The Vendor shall provide taxi upon receipt of written request or verbal instructions over phone on the requested date and time. The Vendor shall also be required to provide taxi at short notice from the Bank (say within an hour in case of emergency). In case of repeated refusal to provide vehicles on our request, either verbal over phone or written, the Bank shall be free to remove the Vendor from the panel of transport providers and his/her security deposit will be forfeited.

(b) The Vendor should convey the confirmation of booking directly to the guest through e-mail & SMS and without fail the car details i.e. car make / colour, car registration no., driver's name and his mobile number to officials of Car Desk and to the user of the car through e-mail & SMS at least 8 hours prior to the arrival/ departure of the user.

(c) The Vendor should have ability to arrange for emergency transport in case of breakdown of a vehicle provided to the Bank.

(d) The minimum rates offered/ quoted by the bidders for each vehicle and category thereof for analysing the lowest bids (above or equal to the benchmark rates) received will be offered to all other eligible bidders for acceptance.

(e) A feedback form (as per [Annex VI](#)) should be provided to each guest/ user of the service before the commencement of the journey. The signature of the user should be obtained on this feedback form and it should be submitted to the Bank along with duty slip for payment. In case the user is not willing to provide feedback, then user may be requested by the driver to tick 'no' in the first line of the form (I am willing/ not willing to provide the feedback for the journey) and sign the form. The invoices sent for payment without the feedback form/ without user's signatures on the feedback form can be denied payment by the Bank.

#### **(iv) Penalties**

For deficiency in services and serious inconvenience caused to the Bank and its officials or to those for whom Bank directs to provide services, penalty as explained below for the relevant instance will be imposed. The decision of the Bank regarding imposition of penalty will be final and the Vendor will not challenge the decision of the Bank in this regard. Recovery of the penalty will be done by way of deduction from the relevant bill, other pending bills or from the security deposit.

- a. ₹500/- for every next half hour or part thereof will be levied in case of late reporting.
- b. ₹500/- for missing amenity i.e., Newspaper, Water Bottle (Bisleri/ Kinley, or of any standard brand), Hand Sanitizer (Dettol or of any standard brand), Face Tissues, face mask, Umbrella, etc. in the car allotted to the guest.
- c. ₹1000/- will be levied in case the car is found to be older than three years from the date of duty.
- d. ₹500/- will be levied in case the driver is reported/ found chewing paan/ gutka or smoking while driving.
- e. ₹1000/- will be levied in case of wrong/ inflated entries is observed by the Bank in the Duty Slips relating to time/ Km.
- f. ₹2000/- will be levied in case Car does not report as per booking made.
- g. ₹1000/- will be levied in case the driver is reported/ found misbehaving with the guest.
- h. ₹1000/- in case the Vendor did not make alternate arrangements within one hour in case of breakdown of its vehicle(s). The Vendor will be responsible to compensate all expenses incurred by the Bank in this regard and the same will be deducted from the bill of the Vendor. Decision of the Bank in this regard will be final and binding on the Vendor. Such compensation may be in addition to any penalty imposed as mentioned above. Penalty and compensation, if any, will be deducted from the relevant bill, other pending bills or from the security deposit.

- i. ₹2000/- will be levied in case driver is found/ reported to be under the influence of alcohol/ drugs, or any other illegal substance.

Bank reserves the right to impose penalty for any of the deficiency/ service lapse/ loss to the Bank not mentioned but is covered in Part I of the tender document. In case of more than one deficiency is reported in a single duty, Bank reserves the right to levy penalty for all such deficiencies. The decision of the Bank in this regard will be final.

I/We hereby declare that I/we have read the Scope of Work and Terms & Conditions explicitly mentioned above and accept the same to execute the contract, if awarded.

Signature of Tenderer:

Seal/Stamp:

Date:

Place:

## Articles of Agreement

**Tender No. \_\_\_\_\_ dated \_\_\_\_\_, 2024**

<p>This agreement is made on this ___ day of _____, 2024 between the Reserve Bank of India, having its Regional Office at Guwahati and acting through its authorized official _____ (hereinafter called the 'Bank' which expression shall, where the context so admits include its Successors and Assigns) of the ONE PART AND _____ having its registered office at _____ and acting through its authorized official Shri/Ms. _____ (hereinafter called the 'Vendor' which expression shall, where the context so admits include its Successors and Assigns) of the SECOND PART.</p>	<p>एक तरफ, यह करार भारतीय रिज़र्व बैंक जिसका क्षेत्रीय कार्यालय गुवाहाटी में है तथा इसके कार्य के लिए अधिकृत अधिकारी _____ (इसके पश्चात इसे "बैंक" कहा जाएगा जिसका तात्पर्य होगा कि संदर्भ के अनुसार इसमें उसके उत्तराधिकारी और समनुदेशिती शामिल होंगे) और दूसरी तरफ _____ जिसका पंजीकृत कार्यालय _____ में है तथा इसके अधिकृत अधिकारी श्री/सुश्री _____ (इसके पश्चात इसे "संविदाकार" कहा जाएगा जिसका तात्पर्य होगा कि संदर्भ के अनुसार इसमें उसके उत्तराधिकारी और समनुदेशिती शामिल होंगे) के बीच _____ को किया गया।</p>
<p>WHEREAS the Bank was in lookout for car hiring/ rent-a-car agencies/ companies for the purpose of hiring cars on casual hiring basis and invited tenders for the said purpose through leading newspapers, RBI website and MSTC portal;</p>	<p>जबकि बैंक नैमित्तिक किराया आधार पर कार किराए पर लेने के प्रयोजन के लिए कार हायरिंग/रेंट ए कार एजेंसीज/कंपनियों की तलाश में था तथा उसने प्रमुख समाचार पत्रों / आरबीआई वेबसाइट / एमएसटीसी पोर्टल के माध्यम से कथित प्रयोजन के लिए निविदाएँ आमंत्रित की थीं।</p>
<p>AND WHEREAS the Bank received bids from various transporters/ agencies in response to the tender and the Vendor has been selected as the successful bidder in</p>	<p>और जबकि बैंक को विभिन्न ट्रांसपोर्टरों/एजेंसियों से अनेक निविदाएं प्राप्त हुईं तथा एजेंसि को निविदा दिनांक _____ (इसके बाद निविदा दस्तावेज़ के</p>

accordance with the terms and conditions of the tender dated _____ (hereinafter referred to as Tender Document);	रूप में संदर्भित) के नियमों और शर्तों के अनुसार उपयुक्त पाया गया।
<b>Definitions</b> In this Agreement, unless the context requires:	<b>परिभाषाएं</b> इस करार में, जब तक कि संदर्भ में किसी अन्य बात की अपेक्षा न हो :
“Agreement” means these terms together with any Booking accepted by the Vendor in writing and terms and conditions mentioned in Tender Document.	“करार” शब्द का तात्पर्य इसकी सभी शब्दावली सहित निविदा दस्तावेज में उल्लिखित शर्तों को संविदाकार द्वारा लिखित में स्वीकार की गई किसी बुकिंग से है।
“Cancellation” means any cancellation by the Bank of the Services after acceptance of Booking.	“निरस्तीकरण” से तात्पर्य बुकिंग की स्वीकृति के पश्चात बैंक के द्वारा सेवा के किसी निरस्तीकरण से है।
“Hire Period” means the period of time set out in the Booking or during which the Services are performed, whichever is longer, as amended by agreement or in accordance with this Agreement.	“किराया अवधि” से तात्पर्य, बुकिंग में तय समयावधि अथवा जिस दौरान सेवाओं का निष्पादन किया गया है, इनमें से जो भी दीर्घ हो, से है, जैसा कि करार में संशोधित किया गया है या इस करार के अनुसरण में है।
“Pick-up Address” means the address stated in the Booking where the Services will commence.	“पिक अप पता” से तात्पर्य बुकिंग में दिए गए पते से है जहां से सेवाएं शुरू होंगी।
“Pick-up Time” means the date and the time or time slot set out in the Booking or communicated by the Bank to Vendor for commencement of performance of the Services.	“पिक अप समय” से तात्पर्य बुकिंग की तारीख और समय अथवा दिए गए समय स्लॉट अथवा सेवाओं के निष्पादन की शुरुआत के लिए हमारे द्वारा आपको सूचित करने से है।

<p>“Booking” means any booking from the Bank and acceptance by the Vendor.</p>	<p>“बुकिंग” से तात्पर्य बैंक द्वारा कोई बुकिंग और संविदाकार द्वारा स्वीकार करने से है।</p>
<p>“Services” means the services of a chauffeur-driven Vehicle starting from the Pick-up Time at the Pick-up Address.</p>	<p>“सेवाओं” से तात्पर्य पिक अप पते पर पिक अप समय से शुरू शॉफर चालित वाहन सेवाओं से है।</p>
<p>“Unacceptable Behaviour” means not wearing a seat-belt, not opening or closing doors for the guest (this must be done by the chauffeur), smoking in the Vehicle, being under the influence of alcohol or under the influence of or in possession of any illegal substance, talking over mobile phone while driving, being violent, aggressive or a danger or potential danger to himself or any other person, being rowdy or being in any way in an unfit state to drive.</p>	<p>“अस्वीकार्य व्यवहार” से तात्पर्य सीट बेल्ट नहीं पहनने, दरवाजे खोलने या बंद करने (यह शॉफर द्वारा ही किया जाए) वाहन की खिड़की के बाहर झाँकने, सवारियों की संख्या को अनुमत अधिकतम से अधिक बढ़ाने, वाहन में धूम्रपान करने, शराब की हालत में होने अथवा अवैध पदार्थ रखने, हिंसक, आक्रामक होने, अथवा खतरा या स्वयं के लिए संभावित खतरा अथवा अन्य किसी व्यक्ति के लिए खतरा होने, अभद्र होने अथवा यात्रा के लिए किसी भी रूप में अनुपयुक्त होने की दशा से है।</p>
<p>“Vehicle” means the vehicle with the registration number referred to in the Booking or any replacement vehicle agreed by the parties.</p>	<p>“वाहन” से तात्पर्य बुकिंग में संदर्भित पंजीकरण संख्या से है अथवा पक्षों द्वारा सहमत किसी प्रतिस्थापन वाहन से है।</p>
<p>“writing” includes any written paper document, any fax, mobile text and any e-mail correspondence.</p>	<p>“लेखन” में कोई लिखित पेपर दस्तावेज़, फैंक्स, मोबाइल पाठ और कोई ईमेल पत्राचार शामिल है।</p>
<p>In this Agreement, unless the context requires otherwise, words denoting any gender include all genders and words denoting the singular include the plural and vice versa.</p>	<p>इस करार में, जब तक कि, इस संदर्भ में अन्यत्र कोई अपेक्षा न की गई हो, जेंडर जैसे शब्दों के उल्लेख में सभी जेंडर शामिल हैं और एकवचन का उल्लेख करने वाले शब्दों में बहुवचन और इसका विपरीतार्थक शामिल हैं।</p>

<p>AND WHEREAS the parties have agreed to enter into an agreement herein contained.</p>	<p>और जबकि पक्ष यहाँ पर दिए गए अनुसार करार को करने के लिए सहमत हैं।</p>
<p>NOW THESE PRESENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENT AS FOLLOWINGS:</p>	<p>गवाहों की उपस्थिति में, यह दोनों पक्षों के द्वारा और बीच निम्नानुसार सहमत और घोषित है:</p>
<p>(1) The Bank appoints the Vendor for the purpose of hiring cars on casual hiring basis and the contract shall commence from the date of awarding the contract by RBI and shall remain in force initially till March 31, 2025. However, the contract may be renewed for a further period on the existing/ revised terms and conditions to be mutually agreed upon between the parties.</p>	<p>(1) बैंक कैजुअल हायरिंग के आधार पर कारों को किराए पर लेने के उद्देश्य से विक्रेता की नियुक्ति करता है और अनुबंध आरबीआई द्वारा अनुबंध दिए जाने की तारीख से शुरू होगा और शुरू में 31 मार्च, 2025 तक लागू रहेगा। हालांकि, अनुबंध को कुछ समय के लिए नवीनीकृत किया जा सकता है। पार्टियों के बीच आपसी सहमति से मौजूदा/संशोधित नियमों और शर्तों पर आगे की अवधि।</p>
<p>(2) That the Tender Document and declaration shall form part and parcel of this Agreement and integral part of this Agreement. The Vendor shall comply with all the terms and conditions of the Tender Document contained which are part and parcel of this Agreement and forms integral part of this Agreement and also the following:</p>	<p>(2) निविदा दस्तावेज़ एवं घोषणा इस करार का अंग होंगे तथा इस करार का आंतरिक भाग होंगे। संविदाकार निविदा दस्तावेज़ में निहित सभी निबंधन और शर्तों का अनुपालन करेगा जो इस करार का अंग हैं तथा जो इस करार का आंतरिक भाग भी बनती हैं तथा निम्नलिखित भी :</p>
<p>(3) The Bank shall place an order for their requirement on the official Hire order form (herein after called 'Hire-order) and will receive acknowledgement from the Vendor for supply of vehicles. It is anticipated that</p>	<p>(3) संविदाकार से वाहनों की आपूर्ति हेतु बैंक अपनी आवश्यकता के अनुसार आधिकारिक किराया आदेश देगा जिसे इसके बाद किराया आदेश कहा जाएगा एवं संविदाकार को इसकी पावती देनी होगी।</p>



<p>the Vendor will supply vehicles to the Bank on regular basis as and when demanded until such time the contract is valid and the parties in Agreement are satisfied with the performance of the contract.</p>	<p>यह प्रत्याशित है कि जब ऐसी मांग की जाएगी और जब तक संविदा वैध है तथा करार के दोनों पक्ष संविदा के निष्पादन से संतुष्ट हों तब तक संविदाकार बैंक को नियमित आधार पर वाहनों की आपूर्ति करेगा।</p>
<p>(4) The Vendor agrees with the Bank and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail</p>	<p>(4) संविदाकार बैंक और आदेश देने के लिए सक्षम प्रत्येक अधिकारी के साथ सहमत है कि किराया आदेश की प्रत्येक संविदा वाहन किराया के इस करार की शर्तों के अधीन होगी और यदि इन शर्तों और किराया आदेश की शर्तों के बीच कोई विवाद है तो वाहन किराया के इस करार की शर्तें अधिमान्य होंगी।</p>
<p>(5) The Vendor will provide vehicles to the Bank not older than three years as on day of duty and registered for the commercial purpose only and taxes, insurance etc. due on such vehicles shall be the liability of the Vendor.</p>	<p>(5) संविदाकार बैंक को तीन साल से अनधिक पुराने (ड्यूटी के दौरान) और केवल वाणिज्यिक प्रयोजन के लिए पंजीकृत वाहन उपलब्ध कराएगा तथा ऐसे वाहनों पर देय कर, बीमा आदि का दायित्व संविदाकार का होगा।</p>
<p>(6) The Vendor shall provide the particular model or make of the vehicle as agreed upon in the contract or as demanded. The Bank reserves the right to substitute it with another similar vehicle. If for any reason whatsoever, the Bank is not satisfied with the condition of the vehicle provided, the Vendor's authorized personnel will be informed immediately and should provide a replacement of vehicle/ driver as per requirement. In case of failure, the Vendor will be responsible to compensate all</p>	<p>(6) संविदाकार को संविदा में दी गई सहमति या मांग के अनुसार विशेष मॉडल अथवा वाहन का मेक उपलब्ध कराना होगा। समान प्रकार के वाहनों के साथ प्रतिस्थापन का अधिकार केवल बैंक के पास सुरक्षित होगा। यदि किसी कारण वश, बैंक उपलब्ध कराए गए वाहन की दशा से संतुष्ट नहीं है तो संविदाकार के समीपतम कार्यालय को तुरंत सूचित किया जाएगा और उसे जरूरत के अनुसार इसके प्रतिस्थापन को स्वीकार करना होगा तथा ज़िम्मेदारी लेनी होगी। यदि किसी कारणवश, संविदाकार बैंक की मांग के अनुसार वाहन प्रतिस्थापित करने की</p>

<p>expenses incurred by the Bank in this regard and the same will be deducted from the bill of the Vendor. Decision of the Bank in this regard will be final and binding on the operator. Such compensation may be in addition to any penalty imposed under Para (iv) of Scope of work and guidelines to be followed. Penalty and compensation, if any, will be deducted from any pending bill of the Vendor</p>	<p>स्थिति में नहीं है तब बैंक खुले बाजार से वाहन लेने के लिए स्वतंत्र होगा तथा इस पर हुए व्यय को संविदाकार को देय दावों से काट लिया जाएगा। इस संबंध में बैंक का निर्णय अंतिम तथा आपरेटर के लिए बाध्यकारी होगा। यह क्षतिपूर्ति कार्य के दायरे के पैरा (iv) बिंदु सं. (a) के अलावा होगी तथा दिशानिर्देशों का पालन किया जाए। दंड तथा क्षतिपूर्ति, यदि हो, की कटौती संविदाकार के लंबित बिल से की जाएगी।</p>
<p>(7) The Vendor will submit his bills to the Bank on fortnightly basis for release of payment by the Bank. Except under cases of circumstances beyond the control of the Bank, the payment of bills will be made within 45 days of production of bills. Payments will be made through electronic mode.</p>	<p>(7) ठेकेदार बिल पाक्षिक आधार पर भुगतान के लिए बैंक को प्रस्तुत करेगा। सिवाय उन परिस्थितियों के जो कि बैंक के नियंत्रण से बाहर हों, बिल का भुगतान बिल प्रस्तुत करने के 45 दिन के अंदर कर दिया जाएगा। भुगतान इलैक्ट्रॉनिक तरीके से ही किया जाएगा।</p>
<p>(8) Rates applicable for various categories of cars shall be as per financial bid of the attached Tender Document.</p>	<p>(8) विभिन्न श्रेणी की कारों के लिए दरें निविदा दस्तावेज़ के वित्तीय बोली के अनुसार लागू होगी।</p>
<p>(9) The driver of the vehicle provided by the Vendor shall carry with himself the duty slips given by the Vendor where date, time, kilometres reading and places visited are to be filled in and signed by the users/ Bank officials. On the basis of these duty slips, the bills shall be raised to the Bank by the Vendor. Counting of distance will be from garage, but chargeable distance in this</p>	<p>(9) वाहन ड्राइवर को ठेकेदार द्वारा ड्यूटी स्लिप दी जानी चाहिए जिसमें तारीख, समय, वाहन का मेक एवं मॉडल, किलोमीटर रीडिंग, विजिट का स्थान भरा होना चाहिए और इस रसीद पर उपयोगकर्ता/ बैंक के अधिकारी द्वारा हस्ताक्षर किए जाने चाहिए। इस ड्यूटी स्लिप के आधार पर, ठेकेदार द्वारा बैंक के समक्ष बिल प्रस्तुत किया जाना चाहिए। दूरी की गणना गैराज से की जाएगी परन्तु इस संबंध में प्रभार्य</p>

respect shall not be more than 15 kilometres in each way between user delivery address and the garage/normal parking place.	दूरी उपयोगकर्ता के डिलीवरी पते और गैराज / सामान्य पार्किंग के बीच प्रत्येक ओर से 15 किलोमीटर से अधिक नहीं होगी।
(10) If the Vendor fails to provide the vehicle to the Bank and if the service is not found satisfactory enough, the Bank shall have the right to terminate the contract in whole or part.	(10) यदि ठेकेदार, बैंक को वाहन उपलब्ध करवाने में असफल होता है और यदि प्रदान की गई सेवाएं सतोषजनक नहीं है तो बैंक के पास संविदा को पूरी तरह अथवा आंशिक रूप से निविदा दस्तावेज़ को समाप्त करने का अधिकार होगा।
(11) In the event of any mechanical failure/ breakdown of vehicle after it's reporting duty, the Vendor shall arrange for replacement by another commercial vehicle. Non-compliance may attract penalty as per Tender Document	(11) ज़्यूटी पर रिपोर्ट करने के बाद वाहन के किसी भी यांत्रिक विफलता / खराब होने की स्थिति में ठेकेदार को इसी तरह के वाणिज्यिक वाहन के प्रतिस्थापन की व्यवस्था करनी होगी। इसका अनुपालन न करने की स्थिति में निविदा दस्तावेज़ के अनुसार दंड लगाया जाएगा।
(12) In the event of failure on the part of Vendor to supply vehicles as mentioned in the preceding paragraph, penalty as per Tender Document shall be imposed.	(12) पिछले पैराग्राफ में उल्लिखित वाहन की आपूर्ति करने में यदि ठेकेदार विफल रहता है तो निविदा दस्तावेज़ के अनुसार दंड लगाया जाएगा।
(13) In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Vendor. Bank shall have no liability whatsoever.	(13) किसी भी दुर्घटना के मामले में यदि संपत्ति या जीवन को नुकसान होता है तो किसी भी कानूनी या वित्तीय निहितार्थ के लिए एकमात्र जिम्मेदारी ठेकेदार की होगी। बैंक की कोई देयता नहीं होगी।
(14) That the Vendor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the Agreement in respect of vehicles provided by the Vendor. Bank will not be liable for any loss, damages, etc. suffered/ to be	(14) यदि ठेकेदार द्वारा प्रदान किए गए वाहन के संदर्भ में करार की अवधि के दौरान किसी भी प्रकार का विधिक विवाद/ केस / दावा यदि कोई होता है या हो सकता है तो उसके लिए ठेकेदार उत्तरदायी होगा। संविदाकार या तृतीय पक्ष, जैसी भी स्थिति हो,

<p>suffered by the Vendor or third party as the case may be.</p>	<p>को हुई/ होने वाली किसी भी हानि, नुकसान आदि के लिए बैंक के का कोई दायित्व नहीं होगा।</p>
<p>(15) If for any reason, the Bank is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Vendor in writing. The Vendor without raising any dispute on such assessment by the Bank regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.</p>	<p>(15) यदि किसी कारण से, किराया अवधि के दौरान बैंक, वाहन के स्तर से असंतुष्ट है अथवा सेवा में कोई कमी अनुभव करता है तो, ठेकेदार को लिखित रूप में रिपोर्ट किया जाएगा। बैंक द्वारा सेवा की गुणवत्ता एवं उपलब्ध कराए गए वाहन के स्तर के संबंध में किए गए मूल्यांकन पर बिना कोई विवाद किए ठेकेदार ऐसी शिकायत मिलने पर इस वाहन को दूसरे वाणिज्यिक वाहन से तुरंत बदलेगा।</p>
<p>(16) The Vendor has deposited a sum of ₹ _____ on _____, 2024 with the Bank as Security deposit for the due performance of the contract for the entire contract period. This Security deposit amount will be refunded to the Vendor after 2 months of termination of the contract and submission of certificate that no bill/s is/are pending for payment with the Bank The said sum will not carry any interest.</p>	<p>(16) सम्पूर्ण अनुबंध अवधि के दौरान संविदा के विधिवत निष्पादन के लिए संविदाकार ने निष्पादन जमानत के रूप में बैंक के पास _____ 2024 को ₹ _____ की राशि जमा की है। यह राशि, संविदा के निरस्त होने के 6 माह के पश्चात एवं इस आशय का प्रमाणपत्र प्रस्तुत करने कि भुगतान हेतु बैंक के पास कोई बिल लंबित नहीं है, के बाद संविदाकार को वापस कर दी जाएगी। इस राशि पर कोई ब्याज देय नहीं होगा।</p>
<p>(17) The contract can be terminated by the Bank before the term of the contract by giving one month notice to the Vendor and in case of earlier termination, the Vendor will have no claim against the Bank.</p>	<p>(17) संविदा की अवधि के पूर्व ही संविदाकार को एक माह के नोटिस पर बैंक द्वारा संविदा को समाप्त किया जा सकता है। संविदा को पहले समाप्त करने की अवस्था में संविदाकार का बैंक के विरुद्ध कोई दावा नहीं होगा।</p>
<p>(18) All notices and other communications required to be served on the parties</p>	<p>(18) इस करार की शर्तों के उल्लंघन सहित सभी नोटिस एवं अन्य संप्रेषण संबंधित पक्ष को दिए जाने</p>

<p>including for violation of the terms of this Agreement shall be considered to be duly served if the same shall have been delivered by hand or posted by registered mail to the office addresses of the parties as mentioned in the agreement.</p>	<p>आवश्यक हैं एवं इन्हें हाथ से सौंपने या करार में उल्लिखित संबंधित पक्षों के कार्यालय के पते पर पंजीकृत डाक से भेजने यह समझा जाएगा कि इन्हें सौंप दिया गया है।</p>
<p>(19) All disputes and differences of any kind under the agreement shall be referred to the sole arbitrator i.e. Regional Director, Reserve Bank of India, Guwahati and his/her decision, in writing, shall be final and binding on the Vendor. However, for any dispute/issue, not settled through arbitration, the legal jurisdiction shall be Guwahati only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only. The award passed by the Arbitrator shall be final and binding on the both the parties.</p>	<p>(19) इस करार के तहत किसी भी तरह के विवाद एवं मतभेद को एकमात्र मध्यस्थ अर्थात क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, गुवाहाटी के पास भेजा जाए एवं लिखित रूप से दिया गया उनका निर्णय अंतिम तथा संविदाकार के लिए बाध्यकारी होगा। तथापि, मध्यस्थता के माध्यम से यदि कोई विवाद/ मुद्दा नहीं सुलझे तो इसके लिए वैधानिक क्षेत्राधिकार केवल गुवाहाटी होगा। किसी भी तरह के वैधानिक विवाद को सुलझाने के लिए वैकल्पिक समायोजन माध्यमों का प्रयोग केवल आपसी सहमति से ही किया जा सकता है। मध्यस्थ द्वारा पारित निर्णय अंतिम होगा तथा दोनों पक्षों के लिए बाध्यकारी होगा।</p>
<p>(20) <b>Sexual Harassment:</b> The Vendor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Vendor and the Vendor shall ensure appropriate action under the said Act in</p>	<p>(20) <b>यौन उत्पीड़न:</b> “कार्यस्थल पर महिलाओं का यौन उत्पीड़न (निवारण, निषेध एवं निदान) अधिनियम, 2013” के प्रावधानों के पूर्ण अनुपालन के लिए संविदाकार ही पूरी तरह से जिम्मेदार होंगे। यदि बैंक में यौन उत्पीड़न के बारे में इसके किसी कर्मचारी के विरुद्ध कोई शिकायत आती है तो उस शिकायत को संविदाकार द्वारा गठित आंतरिक शिकायत समिति के समक्ष प्रस्तुत किया जाएगा एवं संविदाकार द्वारा इस अधिनियम के तहत शिकायत पर समुचित कार्रवाई की जाएगी। यदि संविदाकार</p>

<p>respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the Vendor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the sexual harassment by the employees of the Vendor, for instance any monetary relief to Bank's employee, if sexual harassment by the employee of the Vendor is proved by the Committee. The Vendor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.</p>	<p>का कोई पीड़ित कर्मचारी बैंक के किसी कर्मचारी के विरुद्ध यौन उत्पीड़न की शिकायत करता है तो बैंक द्वारा गठित क्षेत्रीय शिकायत समिति इस मामले का संज्ञान लेगी। घटना में संविदाकार के कर्मचारी का हाथ होने पर यदि मौद्रिक क्षतिपूर्ति का भुगतान करने की आवश्यकता पड़े तो यह जिम्मेदारी संविदाकार की होगी, उदाहरणार्थ संविदाकार के कर्मचारी द्वारा यौन हिंसा सिद्ध होने पर बैंक की कर्मचारी को मौद्रिक राहत। अपने कर्मचारियों को कार्य स्थल पर यौन उत्पीड़न तथा संबंधित मामलों के बारे में शिक्षित करने की जिम्मेदारी ठेकेदार की होगी।</p>
<p>(21) <b>Force Majeure:</b> No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfil any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure.</p>	<p>(21) <b>फोर्स मेज्योर:</b> इस करार के तहत यदि कोई पक्ष (या इनकी तरफ से कार्य कर रहा कोई व्यक्ति) उस स्तर तक या उस वजह से असफल रहता है जिसमें कि अप्रत्याशित घटनाओं (फोर्स मेज्योर) के चलते इन्हे पूरा करने से रोका गया हो, निलंबन हुआ हो, रुकावट आई हो या या विलंब हुआ हो तो उसका कोई उत्तरदायित्व नहीं होगा तो उसका कोई दायित्व या उत्तरदायित्व नहीं होगा।</p>
<p>(22) <b>Non-disclosure:</b> The Vendor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Vendor during the course</p>	<p>(22) <b>अप्रकटीकरण:</b> संविदाकार बैंक के बुनियादी ढांचे / प्रणालियों / उपकरणों आदि के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप में किसी भी सूचना, सामग्री तथा विवरण, जो इस करार के संबंध में अपने संविदात्मक दायित्वों का निर्वहन करने के दौरान</p>

of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Vendor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Vendor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Vendor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this Agreement are fully satisfied. The Vendor's obligations with respect to non-disclosure and confidentiality will survive even after the expiry or termination of this Agreement for whatever reason.

संविदाकार के संज्ञान में आ सकते हैं, का खुलासा तृतीय पक्ष को नहीं करेगा तथा हर समय इस कठोर विश्वास को बनाए रखेगा। संविदाकार लागू कानून के अनुपालन तथा दायित्व का निर्वहन करने के लिए वर्तमान आवश्यकता के अतिरिक्त करार के विवरण को निजी और गोपनीय मानेगा। संविदाकार नियोक्ता की पूर्व लिखित सहमति के बिना किसी भी स्थान पर अथवा किसी भी व्यापार अथवा तकनीकी दस्तावेज़ में कार्य के किसी भी विवरण को प्रकाशित करना, प्रकाशित करने की अनुमति तथा खुलासा नहीं करेगा। किसी भी गोपनीय सूचना के प्रकटीकरण के परिणामस्वरूप बैंक को हुए किसी भी नुकसान की क्षतिपूर्ति संविदाकार करेगा। उपरोक्त का पालन करने में विफल होने पर इसे संविदाकार की ओर से करार का उल्लंघन माना जाएगा तथा बैंक नुकसान का दावा करने तथा कानूनी कदम उठाने के लिए पात्र होगा। संविदाकार इस करार के तहत गोपनीय जानकारी के गैर प्रकटीकरण के दायित्व को पूरी तरह से सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में उचित कार्रवाई करेगा। गैर प्रकटीकरण तथा गोपनीयता के संबंध में संविदाकार की बाध्यता इस करार के समाप्त होने या इसके निरस्त होने, जो भी कारण हो, तक वैध रहेगी।

(23) The Vendor shall abide by State Labour/ Government of India (ministry of Labour) rules and regulations and all other Statutory Acts / Regulations and rules relevant to this contract laid by the Government and local body in force,

(23) संविदाकार को इस करार से संबंधित अन्य सभी सांविधिक अधिनियमों/ विनियमों का पालन करना होगा एवं सरकार तथा स्थानीय निकाय द्वारा निर्धारित ऐसे अन्य सांविधिक अधिनियम, नियम तथा विनियम जो इस करार पर लागू हैं, वे सब

<p>coming into force which may apply to this agreement. The Vendor shall indemnify the Reserve Bank of India against risks and damages arising out of the default on the part of Vendor due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government and other statutory authorities from time to time.</p>	<p>शामिल होंगे। सरकार तथा अन्य सांविधिक प्राधिकारियों द्वारा समय-समय पर निर्धारित उक्त नियमों एवं विनियमों में संविदाकार द्वारा किसी तरह की लापरवाही या इनके अनुपालन न किए जाने के फलस्वरूप अगर बैंक के विरुद्ध कोई जोखिम उत्पन्न होता है या कोई हानि होती है तो उसके प्रति संविदाकार बैंक को क्षतिपूर्ति देगा।</p>
<p>(24) The Vendor shall comply with all requirements of law with regard to the provision of Labour. It shall be the responsibility of the Vendor for furnishing necessary Statutory information / documents in proof of the above whenever called for by RBI. In case of any Labour problems related to the workmen staff of the Vendor, the same shall be settled at the Vendor's end only.</p>	<p>(24) संविदाकार सुनिश्चित करेगा कि संबंधित श्रम विभाग से समुचित लाइसेंस हासिल कर लिया गया है। भारतीय रिज़र्व बैंक जब भी मांगे तब बुलाया जाए, उपरोक्त प्रमाण में आवश्यक सांविधिक सूचना / दस्तावेज प्रस्तुत करने की जिम्मेदारी संविदाकार की होगी। संविदाकार के कामगारों को यदि कोई श्रम संबंधी समस्या होती है तो इसे निपटाने की जिम्मेदारी संविदाकार की ही होगी।</p>
<p>(25) In the event of default being made in the payment of any money in respect of wages of any person deployed by the Vendor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and the proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the Vendor, make payment of such claim on behalf of the Vendor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the Vendor.</p>	<p>(25) इस संविदा के तहत कार्य करने के लिए नियोजित किसी व्यक्ति की मजदूरी की राशि के भुगतान के संबंध में यदि कोई चूक होती है और इसके लिए श्रम प्राधिकारियों के कार्यालय में कोई दावा प्रस्तुत किया जाता है एवं श्रम प्राधिकारियों की संतुष्टि हेतु कोई दस्तावेज भी प्रस्तुत किया जाता है तो संविदाकार द्वारा ऐसा भुगतान न करने पर संविदाकार की तरफ से बैंक उक्त राशि का भुगतान श्रम अधिकारियों को कर सकता है तथा किए गए भुगतान की वसूली बैंक संविदाकार से कर सकता है।</p>



<p>(26) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the Vendor to the Bank within seven days. The Bank shall be entitled to recover the amount from the Vendor by deduction from money due to the Vendor or from the Security deposit.</p>	<p>(26) श्रम प्राधिकारियों के अनुदेश या श्रम कानूनों के तहत किसी दावे या आवेदन के परिणामस्वरूप बैंक को किसी राशि का भुगतान करने का निर्देश दिया जाए तो यह माना जाएगा कि सात दिन के अंदर संविदाकार को बैंक को भुगतान करना होगा। बैंक को अधिकार होगा कि वह संविदाकार को देय राशि या निष्पादन जमानत से कटौती करते हुए संविदाकार से राशि की वसूली कर सकता है।</p>
<p>(27) In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to cancel the contract. The Vendor shall abide by all the statutory provisions of the Contract Labour (Regulation &amp; Abolition) Act, 1970.</p>	<p>(27) किसी भी सांविधिक भुगतान के अनुपालन न करने के बारे में शिकायत मिलने की स्थिति में बैंक को अधिकार होगा कि वह संविदा को निरस्त करने के उसके अधिकार पर प्रतिकूल प्रभाव डाले बिना इसकी कटौती बिल से कर सके। संविदाकार को ठेका श्रम (विनियमन और उत्सादन) अधिनियम, 1970 के सभी सांविधिक प्रावधानों का अनुपालन करना होगा।</p>
<p>(28) The Bank reserves the right to extend the contract for further period on terms mutually agreed upon. The Contract may be terminated by either of the parties by giving one month's notice in writing of such termination to the other party. If the Vendor fails to carry out any of his obligations/duties, in terms of the Agreement or violates any general instructions and special conditions, the contract may be terminated by the Bank without assigning any reason.</p>	<p>(28) बैंक को अधिकार होगा कि वह आपसी रूप से सहमत शर्तों पर संविदा को आगे भी विस्तार दे सकता है। इस संविदा को कोई भी पक्ष दूसरे पक्ष को एक महीने का लिखित नोटिस देकर निरस्त कर सकता है। यदि संविदाकार इस करार के किसी भी दायित्व/ ड्यूटी को पूरा करने में असफल रहता है या सामान्य अनुदेशों एवं विशेष शर्तों का उल्लंघन करता है तो बैंक बिना कोई कारण बताए संविदाकार को निरस्त कर सकता है।</p>

<p>(29) All details in the Tender Document and agreement are subject to amendment/change at the option of the Bank subject to emergent situation in view of COVID-19 pandemic.</p>	<p>(29) निविदा और करार में दिए गए सभी ब्योरे कोविड-19 महामारी के आलोक में उभरती परिस्थितियों के मद्देनज़र बैंक के विकल्प पर संशोधन/परिवर्तन के अधीन होंगे।</p>
<p>(30) For deficiency in services and serious inconvenience caused to the Bank and its officials or to those for whom Bank directs to provide services, penalty as explained below for the relevant instance will be imposed. In case of dispute, the Bank's verdict will be final in the matter. It will be the sole responsibility of the Vendor to provide cars /vehicles as and when requisitioned by the Bank during night/early morning without prejudice:</p> <p>(i) ₹500/- for every next half hour or part thereof will be levied in case of late reporting.</p> <p>(ii) ₹500/- for missing amenity i.e. Newspaper, Water Bottle (Bisleri/ Kinley, or of any standard brand), Hand Sanitizer (Dettol or of any standard brand), Face Tissues, face mask, Umbrella, etc. in the car allotted to the guest.</p> <p>(iii) ₹1000/- will be levied in case the car is found to be older than 3 years from the date of duty.</p>	<p>(30) बैंक और उसके अधिकारियों या जिन्हें सेवाएं देने के लिए बैंक निर्देश देता है उनके लिए सेवाओं में कमी और गंभीर असुविधा के लिए या जिनके लिए बैंक सेवाएं प्रदान करने का निर्देश देता है, संबंधित घटना के लिए निम्नानुसार दंड लगाया जाएगा। विवाद के मामले में, बैंक का फैसला मामले में अंतिम होगा। यह संविदाकार की पूरी जिम्मेदारी होगी कि वे बिना किसी पूर्वाग्रह के रात / सुबह के समय बैंक द्वारा कार / वाहन उपलब्ध कराए:-</p> <p>(i) देर से रिपोर्टिंग के मामले में हर अगले आधे घंटे या उसके हिस्से के लिए ₹500/- का शुल्क लगाया जाएगा।</p> <p>(ii) आवंटित कार में समाचार पत्र, पानी की बोतल (बिसलेरी/किनले, या किसी भी मानक ब्रांड का), हैंड सैनिटाइज़र (डिटॉल या किसी भी मानक ब्रांड का), फेस टिश्यू, फेस मास्क, छाता, आदि जैसी सुविधाएं न होने पर ₹500/- का शुल्क लगाया जाएगा।</p> <p>(iii) यदि कार ड्यूटी की तारीख से 3 वर्ष से अधिक पुरानी पाई गई तो ₹1000/- का शुल्क लगाया जाएगा।</p> <p>(iv) यदि ड्राइवर द्वारा वाहन चलाते समय पान/गुटका खाते हुए या धूम्रपान करते हुए पाए जाने</p>

(iv) ₹500/- will be levied in case the driver is reported/ found chewing paan/ gutka or smoking while driving.

(v) ₹1000/- will be levied in case of wrong/ inflated entries is observed by the Bank in the Duty Slips relating to time/ Km.

(vi) ₹2000/- will be levied in case Car does not report as per booking made.

(vii) ₹1000/- will be levied in case the driver is reported/ found misbehaving with the guest.

(viii) ₹1000/- in case the car agency/ company did not make alternate arrangements within one hour in case of breakdown of its vehicle(s). The Vendor will be responsible to compensate all expenses incurred by the Bank in this regard and the same will be deducted from the bills of the Vendor. Decision of the Bank in this regard will be final and binding on the operator. Such compensation may be in addition to any penalty imposed as mentioned above. Penalty and compensation, if any, will be deducted from the relevant bill, other pending bills or from the security deposit.

(ix) ₹2000/- will be levied in case driver is found/ reported to be under the influence of alcohol/ drugs, or any other illegal substance.

की सूचना मिलती है/पाया जाता है तो ₹500/- का जुर्माना लगाया जाएगा।

(v) समय/किमी से संबंधित ड्यूटी स्लिप में बैंक द्वारा गलत/बढ़ी हुई प्रविष्टियां पाए जाने पर ₹1000/- का शुल्क लगाया जाएगा।

(vi) यदि कार बुकिंग के अनुसार रिपोर्ट नहीं करती है तो ₹2000 का शुल्क लगाया जाएगा।

(vii) यदि ड्राइवर द्वारा अतिथि के साथ दुर्व्यवहार किए जाने की शिकायत की जाती है/पाया जाता है, तो ₹1000/- का जुर्माना लगाया जाएगा।

(viii) यदि कार एजेंसी/कंपनी ने वाहन खराब होने की स्थिति में एक घंटे के भीतर वैकल्पिक व्यवस्था नहीं की तो ₹1000/- का जुर्माना लगाया जाएगा। विक्रेता इस संबंध में बैंक द्वारा किए गए सभी खर्चों की भरपाई करने के लिए जिम्मेदार होगा और इसे विक्रेता के बिलों से काट लिया जाएगा। इस संबंध में बैंक का निर्णय अंतिम और ऑपरेटर पर बाध्यकारी होगा। ऐसा मुआवजा ऊपर बताए अनुसार लगाए गए किसी भी जुर्माने के अतिरिक्त हो सकता है। जुर्माना और मुआवजा, संबंधित बिल, अन्य लंबित बिलों या सुरक्षा जमा से काट लिया जाएगा।

(ix) यदि ड्राइवर शराब/ड्रग्स, या किसी अन्य अवैध पदार्थ के प्रभाव में पाया/रिपोर्ट किया गया तो ₹2000/- का जुर्माना लगाया जाएगा।

बैंक को ऊपर उल्लिखित किसी भी कमी/सेवा चूक/नुकसान के लिए किसी भी राशि का जुर्माना

<p>Bank reserves the right to impose penalty of any amount for any of the deficiency/ service lapse/ loss to the Bank not mentioned above what the Bank deems fit. The decision of the Bank in this regard will be final.</p>	<p>लगाने का अधिकार सुरक्षित है, जिसे बैंक उचित समझे। इस संबंध में बैंक का निर्णय अंतिम होगा।</p>
<p>(31) A feedback form (as per <a href="#">Annex VI</a>) should be provided to each guest/ user of the service before the commencement of the journey. The signature of the user should be obtained on this feedback form and it should be submitted to the Bank along with duty slip for payment. In case the user is not willing to provide feedback, then user may be requested by the driver to tick 'no' in the first line of the form (I am willing/ not willing to provide the feedback for the journey) and sign the form. The invoices sent for payment without the feedback form/ without user's signatures on the feedback form can be denied payment by the Bank.</p>	<p>(31) यात्रा शुरू होने से पहले प्रत्येक अतिथि/सेवा के उपयोगकर्ता को एक फीडबैक फॉर्म (अनुलग्नक VI के अनुसार) प्रदान किया जाना चाहिए। इस फीडबैक फॉर्म पर उपयोगकर्ता के हस्ताक्षर प्राप्त किए जाने चाहिए और इसे भुगतान के लिए ड्यूटी स्लिप के साथ बैंक में जमा किया जाना चाहिए। यदि उपयोगकर्ता फीडबैक देने को तैयार नहीं है, तो ड्राइवर द्वारा उपयोगकर्ता से फॉर्म की पहली पंक्ति में 'नहीं' पर टिक करने का अनुरोध किया जा सकता है (मैं यात्रा के लिए फीडबैक देने को तैयार/नहीं चाहता हूँ) और फॉर्म पर हस्ताक्षर करें। फीडबैक फॉर्म के बिना/फीडबैक फॉर्म पर उपयोगकर्ता के हस्ताक्षर के बिना भुगतान के लिए भेजे गए चालान को बैंक द्वारा भुगतान से इनकार किया जा सकता है।</p>
<p>This Agreement shall be executed in duplicate. The original shall be retained by the Bank and the duplicate by the Vendor.</p>	<p>करार दो प्रतियों में निष्पादित किया जाएगा। मूल प्रति बैंक के पास रखी जाएगी और दूसरी प्रति संविदाकार द्वारा रखी जाएगी।</p>
<p>IN WITNESS WHEREOF the parties have caused their common seal to be affixed to these presents and a duplicate hereof, the day and year first hereinabove written.</p>	<p>इसके साक्ष्य में इनकी उपस्थिति में और प्रमाण के रूप में दोनों पक्षों ने इस पर एवं इसकी दूसरी प्रति पर अपनी मुहर लगाई है, दिन एवं वर्ष इसमें पहले ही लिखे गये हैं।</p>

For and on behalf of Bank Sign : _____ Name : Title :	For and on behalf of  Sign: _____ _____ Name : Title :	कृते भारतीय रिज़र्व बैंक हस्ताक्षर : नाम :	कृते  हस्ताक्षर : नाम :
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I/We hereby declare that I/we have read the Articles of Agreement explicitly mentioned above and accept the same.

Signature of Tenderer:

Seal/Stamp:

Date:

Place:

**Part - I**  
**Technical Bid by the Tenderer**

To  
The Regional Director  
Reserve Bank of India  
Guwahati – 781001

Madam,

Application for Empanelment of Car Hiring Agencies/Companies for providing Car rental services on need basis to Reserve Bank of India, Guwahati.

<b>Sl. No.</b>	<b>Particulars</b>	<b>Details to be filled in by the Tenderer</b>
1.	Name of the Organization	
2.	a) Type of organization – (whether Proprietorship/ Partnership / LLP / Pvt. Ltd / Ltd. Company). b) Date of establishment c) Details of Registration (Firm, Company, etc.), Registering Authority, Date, Number, etc., (not applicable in the case of a sole proprietorship). Please enclose relevant documents in support of the same.	
3.	Name of the proprietor / partner / directors of the organization with designation.	
4.	Regd. Office / Business Address of the organization along with the Telephone No., Mobile No., Fax No. and e-mail. a) Whether having own office in Guwahati b) Address of the local office at Guwahati c) Name of the authorized official and his / her telephone number. Please enclose relevant documents in support of the same.	

5.	<p><b>Work Experience</b> - Details of work experience as per the requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents, and certificates as per <a href="#">Annex I</a>.</p> <p>The details along with documentary evidence of previous experience, if any, of providing car / taxi hiring services for the Reserve Bank of India at any centre or Government / semi-Government / public sector undertakings / banks / MNCs should also be given.</p>	
6.	Whether average annual business turnover of last three financial years F.Y.2021-22, F.Y. 2022-23 and FY 2023-24 is Rs 25 lakh. (CA certified supporting documents should be enclosed as proof of turnover).	
7.	Income Tax Returns of last three Financial years - i.e. F.Y.2021-22, F.Y. 2022-23 and FY 2023-24 (Self-attested copy to be submitted)	
8.	Whether MSME? If yes, indicate the date of registration. (A copy of certificate / registration to be submitted).	
9.	Name and address of the bankers. Please enclose a certificate from the banker regarding financial standing as per format attached with this tender document. <a href="#">Annex - II</a>	
10.	Number of vehicles owned with details such as type/ make / model of the vehicle. Condition / age of vehicle with their registration taxi permit No., etc. (attach documentary evidence).	
11.	List of vehicles in the fleet along with photocopy of their RC / fitness and permit owned to be submitted as per <a href="#">Annex - III</a>	
12.	Whether the organization is registered and having necessary Trade license certificate to run Tours and Travels. (Copies to be uploaded on MSTC portal)	

13.	Name and address of the existing clients along with full details. The feedback from top three existing clients is required as per <a href="#">Annex - IV</a>	
14.	The bank Account (IFSC Code and Account Number) where payments would be received by the organization.	
15.	PAN and GST Details (Copies to be uploaded on MSTC portal)	



**DECLARATION:**

1. The above information is true to the best of my / our knowledge and if any information is found untrue or false, I / We may be debarred from the tender process / being given the contract.
2. I / We agree to abide by the terms and conditions stipulated by the Bank.
3. I / We also agree that my / our Tender will remain valid for acceptance by the Bank for 90 days from the date of opening of **Part I** of the tender and this period of validity can be extended for such period as may be mutually agreed in writing between the Bank and Tenderer. I / We also agree to keep the earnest money during the entire period of validity of tender.
4. I / We understand that the Bank reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason therefore.
5. I / We understand that after empanelment, I / We would be under the obligation to supply vehicle/s for the Reserve Bank of India, Guwahati at the lowest quote given in the price bid by the co-bidders, under each category.
6. Details of Earnest Money Deposit:

<b>Particulars</b>	<b>Amount</b>	<b>Name of Bank</b>	<b>Name of Bank Branch</b>	<b>Transaction Number</b>
EMD	₹1,00,000/-			

Signature of Tenderer:

Seal/Stamp:

Date:

Place:

**Part – II**  
**(Financial Bid)**

**Application for Empanelment of Car Hiring Agencies/Companies for providing Car rental services on need basis to Reserve Bank of India, Guwahati**

For providing cars/utility vehicles of different variants for local and outstation tours. Rate structure variants wise as per different usage given below should be comprehensive furnishing the details of the different types of vehicles available with the tendered and various types of service. The rates should be exclusive of GST.

**(Do not quote rates here. Rate to be quoted on MSTC portal only against the designated lot nos.)**

**\* - Benchmark Rate (Exclusive of Goods and Services Tax)**

<b>Local Duty (Within 100 KM from RBI, Guwahati)</b>					
<b>Duty Description</b>	Category I	Category II	Category III	Category IV	Category V
Railway Station Pickup / Drop (Max. 40 km)	₹_____ (Lot No. 1)	₹_____ (Lot No. 2)	₹_____ (Lot No. 3)	₹_____ (Lot No. 4)	₹_____ (Lot No. 5)
Benchmark Rates	₹1,153/-*	₹1,452/-*	₹1,696/-*	₹2,307/-*	₹4,411/-*
<b>Duty Description</b>					
<b>Duty Description</b>	Category I	Category II	Category III	Category IV	Category V
Airport Pickup / Drop (Max. 80 Km)	₹_____ (Lot No. 6)	₹_____ (Lot No. 7)	₹_____ (Lot No. 8)	₹_____ (Lot No. 9)	₹_____ (Lot No. 10)
Benchmark Rates	₹2,306/-*	₹2,903/-*	₹3,392/-*	₹4,614/-*	₹8,821/-*
<b>Duty Description</b>					
<b>Duty Description</b>	Category I	Category II	Category III	Category IV	Category V
Local (10 Hrs & 100 KM)	₹_____ (Lot No. 11)	₹_____ (Lot No. 14)	₹_____ (Lot No. 17)	₹_____ (Lot No. 20)	₹_____ (Lot No. 23)
Benchmark Rates	₹2,736/-*	₹3,463/-*	₹4,022/-*	₹5,244/-*	₹9,451/-*
<b>Duty Description</b>					
<b>Duty Description</b>	Category I	Category II	Category III	Category IV	Category V
Rate per KM beyond 100KMs on Local Duty	₹_____ (Lot No. 12)	₹_____ (Lot No. 15)	₹_____ (Lot No. 18)	₹_____ (Lot No. 21)	₹_____ (Lot No. 24)
Benchmark Rates	₹11/-*	₹16/-*	₹18/-*	₹18/-*	₹18/-*

Duty Description	Category I	Category II	Category III	Category IV	Category V
Rate per hour beyond 10Hrs on Local Duty	₹_____ (Lot No. 13)	₹_____ (Lot No. 16)	₹_____ (Lot No. 19)	₹_____ (Lot No. 22)	₹_____ (Lot No. 25)
Benchmark Rates	₹105/-*	₹120/-*	₹135/-*	₹135/-*	₹135/-*

<b>Outstation Duty (Beyond 100 KM from RBI, Guwahati)</b>					
Duty Description	Category I	Category II	Category III	Category IV	Category V
Vehicle per day Rent Charges	₹_____ (Lot No. 26)	₹_____ (Lot No. 29)	₹_____ (Lot No. 32)	₹_____ (Lot No. 35)	₹_____ (Lot No. 38)
Benchmark Rates	₹2,161/-*	₹2,940/-*	₹3,301/-*	₹5,790/-*	₹9,590/-*
Fuel Price per KM	₹_____ (Lot No. 27)	₹_____ (Lot No. 30)	₹_____ (Lot No. 33)	₹_____ (Lot No. 36)	₹_____ (Lot No. 39)
Benchmark Rates	₹12/-*	₹15/-*	₹19/-*	₹21/-*	₹21/-*
Night Halt	₹_____ (Lot No. 28)	₹_____ (Lot No. 31)	₹_____ (Lot No. 34)	₹_____ (Lot No. 37)	₹_____ (Lot No. 40)
Benchmark Rates	₹612/-*	₹678/-*	₹678/-*	₹678/-*	₹678/-*
<b>Minimum distance to be charged for out-station trips – 200 Kms</b>					

<b>Category I</b>	Maruti Dzire, Etios, Honda Amaze, Hyundai Xcent & <b>any type EV in the similar category (or equivalent)</b>
<b>Category II</b>	Bolero, XUV 500, Honda City, Hyundai Verna, Scorpio, Maruti Ciaz, Kia Carens & <b>any type EV in the similar category (or equivalent)</b>
<b>Category III</b>	Innova Crysta, Innova Hycross, Tata Harrier & <b>any type EV in the similar category (or equivalent)</b>
<b>Category IV</b>	Kia Carnival, Maruti Invicto & <b>any type EV in the similar category (or equivalent)</b>
<b>Category V</b>	Honda Accord, Toyota Camry/Fortuner <b>any type EV in the similar category (or equivalent)</b>

**The above quoted rates comply with the following terms and conditions:**

1. The quoted service charges are inclusive of Insurance charges, uniform charges, and any other duties/levies whether existing or future, levied by the Central Government or any State or Local Authority, as applicable, for which no separate claim shall be made. **The quoted service charges shall be inclusive of all taxes and exclusive of GST (Goods and Services Tax).** As per law, taxes as applicable may be deducted at source and a certificate for the same may kindly be issued.
2. The charges for maximum distance that can be claimed in respect of garage to point of pick-up and back to garage from drop point would be restricted to 15 Kms each side and bill will be paid for actual distance or 15 Kms each side whichever is less. This would not be applicable in the case of airport drop/pickup and railway station drop/pick up.
3. Parking charges, Toll Charges and Inter State Permits would be paid in the case of airport drop/pickup, railway station drop/pickup and other cases (Outstation Trip to within / neighbouring states) subject to production of receipts and inclusion of the charges in the invoice. All vehicles should be in good condition with its upholstery, etc., in proper shape. It must be washed and be provided with proper seat covers. In case the Vendor is not able to provide the category of car for which booking has been made by the Bank, he may provide higher category of vehicle after intimating the Bank. However, payment will be made for the category of vehicle booked by the Bank.
4. For Airport/Railway pick up duty, the parking charges (from up to 1 hour before scheduled/ actual flight arrival time till after picking up of guest) will be paid on production of original bills/receipts. The toll charges would be paid only on production of original receipt.
5. The lowest rate quoted under each category of vehicles by tenderers shall be applicable for all other tenderers (who have not quoted lowest rates) upon their consent. Only those tenderers shall be considered for empanelment who would agree in writing to work at the lowest rates quoted under each category of vehicles by other tenderer/s.
6. I/We understand that vehicles will have to be provided to the Bank, at the lowest rates for empanelment only, during the period of Agreement. In case there is any downward revision in the prices, benefit of the same will be passed on to the Bank.

Signature of Tenderer:

Seal/Stamp:

Date:

Place:

## **Evaluation Criteria**

### **A. Technical Bid Evaluation**

1. The technical bids shall be evaluated based on the available documents submitted by the bidder on MSTC.
2. Bank may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders.
3. Failure on the part of the bidder to provide such clarification/information/document within the stipulated time, may entail cancellation of the bid of such bidder.
4. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered.
5. The Client's request for clarification and the response shall be in writing through post or email.
6. The evaluation of the financial bid will be considered of only those bidders who meet the eligibility criteria as mentioned in "Eligibility Criteria for participating in the tender" of tender document and provide documentary proof on MSTC in respect of the same.

### **B. Financial Bid Evaluation**

2.1 The minimum rates (above benchmark rate) quoted by the bidders for each category of vehicle will be analysed by the Bank and the lowest bids in each category of vehicle will be offered to all other eligible bidders for acceptance. Only such bidders shall be considered for empanelment who agree in writing that the bidder shall provide the service at the rates offered by Bank for each category of vehicle. The rates quoted below benchmark rates for any category of vehicle will not be considered and the bidder who has quoted rates below the benchmark rate will not be considered for empanelment.

2.2 The hire rate for each category of vehicle will be prepared by the Bank, on the basis of lowest rates for each category of vehicle (above or equal to the benchmark rates) as quoted by successful tenderers of Technical Evaluation and the same shall be shared with all the successful tenderers for acceptance by them, in writing.

2.3 No terms and conditions should be indicated for the Financial Bid otherwise the same will be treated as invalid.

**C. Other conditions**

(i) The notification regarding date and time for opening of the price Bids shall be sent only to the E-Mail provided by the tenderer. Further, the tenderer shall communicate with the Bank only through E-Mail to [allotmentguwahati@rbi.org.in](mailto:allotmentguwahati@rbi.org.in). It shall be the duty of the tenderer to regularly check his/ her E-Mail for any communication from the Bank including spam folder. Bank will not be responsible if the tenderer fails to check any communication sent by the Bank to his/ her E-Mail or if the E-Mail is undelivered because the mailbox is full.

(ii) The Price Bids shall be opened in the presence of the authorized representative/s of the tenderer, who choose to be present. The authorized representative will carry an authorization letter along with him duly stamped by the authorized signatory. The name of the Bidder, the Technical evaluation score and the offered prices shall be informed to the bidders present during opening of price bid.

(iv) The reasonability of rates quoted for each agency/ Contractor would be compared to benchmark rates decided by RBI. Rates quoted below the benchmark rates would be rejected.

(v) Right to Accept or Reject: Bank shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof.

(vi) The minimum rates offered/ quoted by the successful bidders for analysing the lowest bids (above the benchmark rates) received for each vehicle and category will be offered immediately to all other empanelled bidders for acceptance and consequent agreement.

I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers.

Signature of Tenderer:

Seal/Stamp:

Date:

Place:

**Work Experience**

List of similar works executed by the Tenderer during the last 3 Financial Years

<b>Sl. No.</b>	<b>Details of Service provided</b>	<b>Name and address of the organization</b>	<b>Name and address of the employee / officer under whose supervision services were provided</b>	<b>Total Amount in Rs. (for entire annual contract)</b>	<b>Whether services were provided for the originally contracted length of time or not</b>	<b>No. of years dealing with the organization</b>
1						
2						
3						
4						
5						
6						
7						
8						
9*						

\*add more rows if required.

**Signature of the applicant/authorized signatory**

**Format of Bank Report**

**Confidential**

**Empanelment of car hire service providers by Reserve Bank of India, Guwahati - Confidential Report on the means and standing of the company/firm/concern to be furnished by the bank**

1. Name of the Firm/Agency/Company
2. Account Type and Number
3. Names of Proprietor/Partners/directors
4. Turnover of the firm for last 3 years
5. Credit facility/OD facility availed of by the firm
6. Nature of dealings of the firm and opinion thereon
7. The Period from which the firm/agency/company has been banking with your bank
8. Opinion on whether the party is considered financially sound to be entrusted with the contract for works estimated to cost ₹25 lakhs
9. Any other relevant information/ remarks.

**Signature of Branch Manager/ Authorized signatory with seal**

**Name of the bank with branch address:**






Upload the following documentary evidence on MSTC portal:

- (a) Registration Certificate
- (b) Insurance papers
- (c) Taxi permit
- (d) Pollution Certificate
- (e) Any other relevant document

Signature of Tenderer:

Seal/Stamp:

Date:

Place:

**Format of Client Report****Confidential****Empanelment of Car Hiring Agencies/Companies for providing Car rental services on need basis to Reserve Bank of India, Guwahati.**

1. Name/s & Address of the Firm/Agency
2. Details of value of works executed
3. Agreement date and amount
4. Date of commencement and expiry of contract
5. Quality of vehicles provided by the Firm/Agency
6. Quality of driver/s provided by the Firm/Agency
7. Integrity and reliability of the of the Firm/Agency
8. Details of disputes with the Firm/Agency, if any
9. Whether any penalty imposed with reasons (provide details)
10. Rating of car services rendered: Outstanding/ Very good/ Good/ Satisfactory/ Poor (please tick any one).
11. Any other information/ feedback which you consider will help us in making our decision

Signature of authorized signatory & stamp:

Designation of signing authority:

Name of the organization:

Note:

- i) All columns should be filled in properly countersigned.
- ii) The Client Certificates should be submitted for each of the Prequalification work/s
- iii) Client certificate should be on letter head of the Client with signature of Authorized person.
- iv) Client certificate should be signed by an official of the rank of Officer or equivalent in case of Govt./Semi-Govt., organizations or a PSU.
- v) Supported by adequate proof of payments received by the Vendor for the work done by them.
- vi) Client's report issued by private organization shall be accompanied by TDS Certificates.

**PERFORMANCE BANK GUARANTEE**

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

The Regional Director  
Reserve Bank of India  
Guwahati

Madam,

Name of the Project - Empanelment of Car Hire Agencies for Providing Car rental services to Reserve Bank of India, Guwahati

WHEREAS The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai and an office at Guwahati (hereinafter called the 'Bank') has awarded the Contract for the captioned Work (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Vendor) (Hereinafter called " the said Vendor", which expression shall include its successors and assigns).

AND Whereas the Vendor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for the due fulfilment by the said Vendor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the Vendor, do hereby undertake to pay to the RBI an amount not exceeding ₹ \_\_\_\_\_/- as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESS THE

1. We \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to the Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Vendor have not performed their obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the Vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

E – Tender for Empanelment of Car Hire Agencies for Providing Car rental services to Reserve Bank of India, Guwahati

2. We also agree to undertake to and confirm that the sum not exceeding ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Vendor.

4. This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

We hereby further agree that –

a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Vendor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

b) Our liability under these presents shall not exceed the sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to \_\_\_\_\_ provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank

of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) (Year) being herewith duly authorized.

For and on behalf of \_\_\_\_\_ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature .....

Name .....

Address .....

.....

.....

Witness 2

Signature .....

Name .....

Address.....

.....

.....

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

## Annex VI

### USER FEEDBACK FORM

(To be provided to the user before commencement of the journey)

I am willing to provide the feedback for the journey - (Yes / No)

Name of Agency :

Complete Car No. :

Driver Name :

1. Did the driver receive the guest with a placard? (Yes/ No/ N/A)
2. Was the driver on time? (Yes/ No)
3. Was starting car meter reading shown by the driver? (Yes/ No)
4. Was the driver neatly dressed/ well-behaved/ experienced? (Yes/ No)
5. Was the car well maintained? (Yes/ No)
6. Was Water bottle, Hand Sanitizer and Newspaper provided? (Yes/ No)
7. Any other suggestion/ complaint/ observation -

(Signature of the guest)

Name & Designation of the guest:

Centre of posting of the guest:

Date of releasing vehicle:

(To be handed over to the driver on release of vehicle)