



REQUEST FOR PROPOSAL

**FOR PROCUREMENT OF THE SERVICE OF CAR HIRING
AGENCIES/COMPANIES FOR PROVIDING CARS ON MONTHLY
HIRE BASIS FOR THE BANK'S EXECUTIVES/OFFICERS**

RFP / Tender No. LD/2021-22/2 Dated 14.11.2021

State Bank of India

Corporate Centre,
Liaison Department,
Mezzanine Floor,
State Bank Bhavan,
Nariman Point,
Mumbai – 400021

Tel no. 022-22740050

Mail ID: cm.liaisoncc@sbi.co.in

Schedule of Events

S. No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Jogesh Raval Designation: AGM & Chief Liaison Officer Address: SBI, Corporate Centre, State Bank Bhavan, Liaison Dept, Mezzanine Floor, Nariman Point, Mumbai 400 021. Contact Number :022-22740050 Email id : cm.liaisoncc@sbi.co.in
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in procurement news from 14.11.2021 to 20.11.2021.
3	Last date for requesting clarification, i.e. upto Pre Bid Meeting	Upto 12.00 hrs. On 26.11.2021 (Friday) All communications regarding points / queries requiring clarifications shall be given in writing by e-mail.
4	Pre - bid Meeting will be Virtual / online meeting	15.00 hrs. On 26.11.2021 (Friday) through Virtual / online meeting. (Link for the same may be asked for by advance email, e-mail please be sent to cm.liaisoncc@sbi.co.in) (Two representatives per bidder will be allowed to participate).
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	It will be posted on Bank's website By 30.11.2021 (Tuesday)
6	Last date and time for Technical Bid submission / bid documents submission	Upto 17.00 hrs. On 04.12.2021 (Saturday)
7	Address for submission of Bids	SBI, Corporate Centre, Liaison Dept., Mezzanine Floor, State Bank Bhavan, Nariman Point, Mumbai 400021 Contact Number : 022-22740050

8	Date and Time of opening of Technical Bids, with concise presentation by prospective bidder for 10 to 15 minutes.	At 11.00 hrs. On 06.12.2021 (Monday) Authorized two representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.
9	Submission of financial Price e-Bid by Technical successful bidders.	Tentatively On 10.12.2021 (Friday) between 11.00 hrs. To 12.30 noon, exact timing and date will be advised in due course to successful technical bid qualifiers by bank's empaneled agency e-procurement technologies pvt. Ltd., Ahmedabad
10	Result of financial price e-bid	Will be posted likely on site www.sbi.co.in on 13.12.2021 (Monday)
11	<p>Earnest Money Deposit</p> <p>The EMD shall be paid in the form of Demand Draft /Bankers Cheque from Nationalized Bank /Scheduled Commercial Bank in favour of State Bank of India, payable at Mumbai. Such EMD shall not carry any interest.</p>	<p>Earnest Money Deposit (EMD) of Rs. 50 lacs (Exemption to MSME registered units) should accompany the Technical Bid Document. Any Bid not accompanied by the requisite EMD shall be deemed to be invalid and will be rejected. The EMD will be refunded to the ineligible and unsuccessful bidders, within 15 days from the completion of the tender process. In case of successful bidder / bidders, earnest money deposit will be forfeited by the Bank if:-</p> <p>a) After submission of the tender, if the tenderer fails/refuses to comply with any /all of the terms & conditions of the Tender.</p> <p>b) The Tenderer withdraws the offer during the bid validity period i.e. 3 months from the date of submission of e-bid.</p>
13	Bank Guarantee	In case of successful bidder / bidders, the EMD will be continued with the Bank, till submission of "Performance Guarantee", which shall be the same amount i.e. Rs. 50.00 lacs and the same should be submitted within a period of 30 days, from the date of the finalization of the tender and the finalization of agencies, who are required to submit the "Performance Guarantee" as per prescribed format given by SBI.

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1. INVITATION TO BID:

State Bank of India (herein after referred to as '**SBI / the Bank**'), having its Corporate Centre at Nariman Point, Mumbai, Mumbai Metro and Maharashtra LHO at Bandra Kurla Complex., Global IT Centre, Belapur. The Request for Proposal (RFP) has been issued by **the Bank** on behalf of above mentioned offices for procurement of the service of car hiring agencies/companies for providing cars on monthly hire basis for the bank's executives/officers.

- i. The purpose of providing approximately 421 brand new cars (Purchased as first hand on or after 01/11/2021) with 'RENT A CAR' permit of Mumbai RTO (with Black number plates) on hire for use by the Bank's Executives in Mumbai on monthly hiring basis, for a period of 36 months (3 years).
- ii. The number of cars required by the Bank as mentioned above is the approximate number and the Bank, at its absolute discretion may increase or reduce the number of cars at any time as per the actual requirement of the Bank.
- iii. Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- iv. All Bids must be accompanied by Earnest Money Deposit (Exemption to MSME registered units) as specified in the Bid document.
- v. Bank reserves the right to change the dates mentioned in this Tender document, which will be communicated to the bidders or posted at Bank's website www.sbi.co.in.
- vi. The information provided by the bidders in response to this Tender document will become the property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this Tender and all amendments will be advised to the bidders and such amendments will be binding on them.
- vii. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- viii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

2. DISCLAIMER:

- i. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- ii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.
- iii. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- iv. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices /clarifications from us by email (email id : cm.liaisoncc@sbi.co.in) prior to Pre-bid meeting. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- v. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- vi. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vii. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.

Make and Models of the car required by the Bank

For General Managers:

Honda City ZX CVT (AT) (Petrol) – in Platinum White Pearl color.

For Deputy General Managers:

Maruti Ciaz Smart Hybrid Alpha (AT) (Petrol) – in Pearl Snow White Colour.

All the cars to be provided will be brand new cars (purchased as first hand on or after 01/11/2021) as per the car models specified and colours specified above, to be procured and registered under Rent a Car permit of Mumbai RTO. List of extra accessories will be provided separately which has to be provided in new cars in both the categories.

Note:

- a) In the final order, there may be a variation of + / - (Plus / Minus) 10% more or less in figure mentioned for the car requirement for DGM.s i.e. Maruti Ciaz Smart Hybrid Alpha AT (Petrol) Model Pearl Snow White Colour 318 Cars
- b) In the final order, there may be a variation of + / - (Plus / Minus) 10% more or less in the figure mentioned for the car requirement of GM's i.e. Honda City ZX CVT (AT) (Petrol) – in Platinum White Pearl color 103 cars.
- c) The car requirement covers following SBI Offices, Corporate Centre, GITC Belapur and Mumbai Metro and Maharashtra LHO, BKC. Accordingly, the empaneled agencies will have to enter into three separate agreements with these three offices.

Please NOTE: During contract period of 36 months, bank reserve right to surrender excess vehicles previously hired so under this RFP with immediate effect without prior notice for surrender of vehicle/s.

3. DEFINITIONS:

In this connection, the following terms shall be interpreted as indicated below:

- i. **“The Bank”** ‘means the SBI (Corporate Centre, Mumbai Metro and Maharashtra LHO and GITC Belapur only).

- ii. **“Bidder”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L-1 (lowest in e-tendering) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank, L-2, L-3, L-4 and L-5 ranked Service provider will also qualify to be called as Vendor / Service provider provided they are ready to match with price e- bid submitted by L-1 bidder.
- vi. **“Services”** means all services, scope of work and deliverables (Tissue papers, Hand sanitizers or specified in the agreement) to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

4. ELIGIBILITY CRITERIA/ PRE-QUALIFICATION/ TECHNICAL CRITERIA

As given in PART II, **Appendix-B** of this document.

1. The bidder should not have been blacklisted by any Govt. / PSU / Banks / Pvt. Ltd. / MNCs for corrupt or fraudulent/ unethical practices or non-delivery or non-performance during the last three years as on the date of issuance of tender.
2. Disclaimer certificate / undertaking in this regard is to be submitted on company's letter head by the agencies.
3. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.
4. The Agency / Company to have at least one office in Mumbai which is duly registered under the Shops & Establishments Act and/or any other applicable laws and conform to all such rules of RTO Mumbai & policies / rules of the state government.
5. The Agency / Company should be registered for the purpose of GST as applicable, and one GST number shall be within Mumbai jurisdiction.
6. The Agency / Company should be an assessee of Income Tax and should have valid PAN number.

7. The Agency / Company should be in business of hiring of cars for the last 3 years. The relevant Rent a Car permit from Mumbai RTO should be valid as on the date of submission of the Technical Bid. Expired Rent-a-Car permit submitted for renewal with Mumbai RTO and its renewal is in process will not be accepted, in such cases it shall have been duly renewed on date of submission of technical bid. Applied for Rent-a-car permit with Mumbai RTO is also not acceptable. Bidder to have at least 100 cars in his own name as on date of RFP. Vehicle Inspection report not older than 7 days have to be submitted in this regard.
8. The income from car rental income turnover should not be less than 7.50 crores as per audited balance sheets of the each financial years 2017-18, 2018-19 and 2019-20. Provisional Balance Sheet for 2020-21 duly signed by company's / agency's statutory auditor also needs to be submitted.
9. The Agency/Company should have at least one office in Mumbai with Mumbai GST registration certificate, Utility Bill or registered rent agreement should also be submitted.
10. The Agency/Company should have its own well equipped service station or tie up arrangement with a reputed well equipped service station in Mumbai for the maintenance of cars, within 10 kilometers radius of SBI workplace.
11. The Agency/ Company should have fuel refilling arrangements within 5 km radius of following three establishments:

State Bank Bhavan, Nariman Point
"Synergy", Local Head Office, Bandra Krula Complex, Bandra East.
GITC, Belapur Railway Station
(Agency/ Company need to give undertaking in this regard and submit it along with other documents.) Car refilling arrangements shall be available on all days of week and not restricted to some days in a week.
12. Availability of dedicated 24 * 7 helpline facility needs to be ensured. Undertaking in this regard to be submitted.
(The applicants shall be disqualified if any of these criteria are not fulfilled, or the documents submitted are found to be false. Bank reserves the rights to modify or amend the eligibility criteria. The Bank's decision will be final & binding in this regard).
13. The agency / company must have two existing tie ups with Government Organizations / PSUs / reputed Public Limited, Private Limited Companies and MNCs for providing car on hire basis. For each tie up minimum number of cars on hire shall be 25 either in Mumbai or Pan India.

ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

The Bidder shall also submit Stamped **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix- I** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, will not be considered. It is to be on non-judicial stamp paper as applicable for agreement. This is to be submitted along with other documents by bid submission date.

5. COST OF BID DOCUMENT:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

6. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

- i. Bidder requiring any clarification on RFP may notify the Bank in writing at the address / by e-mail (email id: cm.liaisoncc@sbi.co.in) prior to the start of pre-bid meeting. No queries / clarifications shall be sought by telephone call, it has to be submitted in writing prior to pre-bid meeting. A Pre Bid meeting will be held to clarify intending bidders about their any points/ queries. These queries can be raised till pre technical bid meeting. No queries will be entertained after Pre Technical Bid meeting.
- ii. A pre-Bid meeting will be held virtually / online on the date and time specified in the Schedule of Events which may be attended by the two authorized representatives of the Bidders interested to respond to this RFP. Two authorised representatives names to be advised with their email IDs, at least two days in advance of scheduled pre-bid meeting date, to enable us to give them due access for virtual meeting.

- iii. The queries received from interested bidders in writing by email to us email id: cm.liaisoncc@sbi.co.in, query to be sent prior to pre-bid meeting timeline will be replied and response of the Bank thereof (without identifying source of query) will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time of pre-bid meeting will not be responded/acted upon.
- vii. Bank is not responsible for non-receipt of bids within stipulated time and dates due to reasons including postal/ courier delays or holidays.
- viii. The Bank shall have the right to cancel the tender process at any time prior to award of contract without thereby incurring any liabilities to affected bidders.
- ix. Any changes in RFP including amendments in bid submission dates, corrigendum will be communicated by email to bidders or posted on Bank's website www.sbi.co.in. No subsequent publishing in this regard will be done through print media. Bidder shall regularly check bank's website for any latest updates, till finalisation of bid process.

- x. Bank reserves the right to modify/ waive during bid process any/ all the requirements if it considers to be in the best interest of the Bank.

7. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study / analyses and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid documents prepared by the Bidder, as well as all correspondences relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

8. EARNEST MONEY DEPOSIT (EMD):

Earnest Money Deposit (EMD) of Rs. 50 lacs Rs. Fifty lac only (Exemption to MSME registered units) should accompany the Technical Bid Document. The EMD shall be paid in the form of Demand Draft /Bankers Cheque from Nationalized Bank /Scheduled Commercial Bank in favour of State Bank of India, payable at Mumbai. Such EMD shall not carry any interest. Any Bid not accompanied by the requisite EMD shall be deemed to be invalid and will be rejected. The EMD will be refunded to the ineligible and unsuccessful bidders, within 15 days from the completion of the tender process. In case of successful bidder / bidders, earnest money deposit will be forfeited by the Bank if:-

- a) After submission of the tender, if the tenderer fails/refuses to comply with any /all of the terms & conditions of the Tender.
 - i. The Tenderer withdraws the offer during the validity period i.e. 3 months from the date of submission of e- price bid
 - ii. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
 - iii. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 15 days from the completion of the tender process.

- iv. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format prescribed by the bank.
- v. No interest is payable on EMD.

The EMD may be forfeited:-

- (a) if a Bidder withdraws his Bid during the period of Bid validity as specified in this RFP; or
 - e- Price indicative bid / quote not to be submitted along with all other bid documents, if price bid is submitted along with technical bid documents, bid will be summarily rejected. Indicative price bid format is given just for information in appendix.
- (b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract;
- (c) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- (d) If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

9. BID PREPARATION AND SUBMISSION:

DOCUMENTS COMPRISING THE BID

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

PART I -TECHNICAL BID

(One) (common for both the cars)

PART II – e PRICE/FINANCIAL BID: e-price bid shall not be submitted along with other bid documents, if price bid is submitted along with technical bid documents, bid will be summarily rejected, indicative price bid tentative format is given just for information in Part-II / Appendix-F.

PART I –TECHNICAL BID SHALL CONTAIN THE FOLLOWING

1. Bid form Part-II / Appendix - A
2. Bidder's eligibility Criteria Part - II/ Appendix B
3. Covering letter on agency's / company's letter head as per the format for bid submission form Part - II / Appendix - C

Disclaimer Certificate from the agency that they have not been black-listed / debarred form Part - II / Appendix - C

4. Agency's / Company's general details /information, Bidder details, as per format Part II / Appendix D
5. Scope of Work, Terms & Conditions Part - II / Appendix - E
6. Financial price e bid indicative format, pricing not to be disclosed / submitted with bid submission documents, it will be invited separately by bank's empaneled e-procurement agency. Part - II / Appendix - F
7. Non-disclosure agreement Part - II / Appendix - G
8. Format for submission of minimum two client references with whom agency / company have existing tie up arrangements of minimum 25 cars on monthly hire basis. Part - II / Appendix - H (These clients shall be Govt. Departments / PSUs / Reputed Public limited companies). Overall agency / company has to submit minimum of three client references.
9. Pre-Contract Integrity pact to be submitted on requisite amount of stamp paper / Part-II Appendix-I. Please ensure its submission along with other documents by bid submission date.
10. Letter of authority in favour of any one or two agency's Executives conferring authority to attend the technical bid & price bid opening on specified dates and venue as per format Part-II /Appendix - J
11. Confirmation of no deviation as per format Part-II / Appendix - K
12. Periodic maintenance schedule of vehicle as per manufacturer's schedule Part - II / Appendix - L. Also undertaking that bidder has tie up with reputed agency for maintenance of vehicle within 10 kms. Radius of three SBI work offices
13. Undertaking by the agency/ company to have fuel refilling arrangement within 5 kms radius of SBI Corporate Centre, Nariman Point, Mumbai Metro and Maharashtra LHO, Bandra Krula Complex and GITC Belapur. Part-II / Appendix - M
14. Number of back up vehicles available with bidder with car model details and year of its purchase, Part-II / Appendix - N
15. Undertaking as to availability of 24 x 7 dedicated helpline facility. Part-II / Appendix - O

16. Technical bid evaluation criteria format for information. Part - II / Appendix - P.

17. Service Level Agreement, Part - II / Appendix - Q

Also please note to submit:

1. All bid and supporting documents shall be submitted in English. All bid pages and supporting documents to be initialed by authorized signatory with company/ agency rubber stamp.
2. MSME registration certificate, if applicable, to claim EMD exemption.
3. **Entire RFP set to be initialed by authorized signatory with company/ agency / company's rubber stamp.**
4. PAN Card copy
5. GST Registration certificate including for Mumbai office
6. In vogue currently valid Rent A Car Permit issued by Mumbai RTO
7. Minimum 100 Owned cars RC book Vehicle Information report / certificate in bidder's name to be submitted.
8. Agreement / work order purporting existing minimum two Tie-up agreements for monthly hiring of minimum 25 cars or more by Govt. Departments, Public sector undertakings or by reputed public, private limited companies and MNCs.
9. Audited financial statements for last three years and provisional for 2020-21 duly signed by bidder's statutory auditor.
10. Pre Contract Integrity pact on non-judicial stamp paper to be invariably submitted along with other bid documents. (Part - II / Appendix - I).

All appendix from A TO Q, as per Part II,

10. PRICE e-BID

1. The price e-bid would be invited from eligible bidders who have submitted all documents as required under this RFP, scored minimum 60% or more in technical bid score matrix, The price e-bid will be through e-tendering. Monthly car hire charges quote to include car maintenance charges, fixed driver charges, comprehensive insurance, road tax etc. except variable charges as mentioned below, Driver's fixed monthly salary payable by agency / company to be included in monthly rental hire e bid quote. Bank will pay extra usage charges for both categories of cars hire same for all empanelled agency / company as under: i) Extra Usage charges will accrue after fixed 12 hours

usage of car, Rs. 100/- per hour,ii) Outstation charges beyond MMRDA limits of Virar / Panvel / Kalyan Rs.950/- per day, iii) Night charges if usage of car hours exceed beyond mid-night 00.00 hrs. Rs.500/- per night, iv) usage of car will be considered if 'Driver' is actually called and car is used on Sunday / National holiday and Rs. 500 for such holiday duty. However, in case of outstation duty only one of either Outstation / Overtime / night charges / holiday duty allowance can be claimed. Bank will reimburse the extra usage charges only after production of proof for payment of these extra usage charges to the driver. Bank will reimburse fuel cost separately based on mileage specified by the Bank which is 10 kilometer per liter. However no minimum kilometres running is guaranteed by the bank.

2. The process of price e-bid would be done through Bank's empaneled service provider M/s e-procurement technologies ltd., the tentative date of submission of price e-bid is 10th Decembe, 2021 within specified timing as advised by bank's empaneled e-procurement agency.-Financial price e-bid offer shall be valid for three months from the date of submission of quotes and once formal contract agreement is entered with, it is valid during contract period of 36 months. Price- bid process will done through e-tendering process.

Part II- The price e- bid/ commercial quote shall contain only monthly rental charges (including maintenance, Drivers salary as per minimum wages Act for 12 hours usage of car, Insurance and permit renewal) to be charged for each car for both types of the cars (Cars meant for General Manager and Deputy General Manager). Price e-bid should be strictly as per the stipulated format devised by bank's empaneled e-procurement agency. Financial price e-bid offer shall be valid for three months from the date of submission of quotes and once formal contract agreement is entered with, it is valid and binding during contract period of 36 months. Please NOTE that shortlisted agencies are required to submitted Audit Report half yearly (Every six months) for payment of salary as per minimum wages Act to Drivers by certified Auditor.

Conditional Price e-Bid will not be accepted.

Before finalization of bid process, if price revision is envisaged by the Bank, revised commercial e-bid may be invited to be submitted online subsequently.

11. EVALUATION CRITERIA FOR DETERMINATION OF TENDER

The bids will be examined by the Bank to determine whether they are complete and whether the required bid security and other details / documents have been furnished / submitted. Bid determined as not substantially responsive will be rejected. The Bank may at its discretion waive any minor non-conformity or irregularity in bid if it does not constitute

a material deviation. The decision of the Bank whether any deviation is material or not shall be final and binding to all.

Bidders not confirming with technical bid criteria stipulated by the Bank will not be considered for further evaluation.

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

- a) The Financial Bid will be invited only from those bidders who have submitted all documents as detailed in this RFP and obtained a minimum score of 60% in the technical evaluation score matrix. The financial e-bids through E TENDERING process, will be invited by M/s e-procurement Technologies Ltd. only from those agencies / companies who qualify in their technical bids, based on the parameters spelt out in the tender document through e-tendering process for both categories of cars. Based on the Price e-Bid submitted by agencies, Nominal Financial Bid will be arrived at. The main parameters in the e-price bid will be the monthly rentals (including viz. maintenance, driver fixed salary for 12 hours duty, etc.)
- b) Separate L-I will be finalized for the both car models as per monthly car rental charges of the car.
- c) Bank wish to shortlist five agencies based on the quotes received from the agencies / companies. The L-I, L-II, L-III and L-IV and L-V agencies / companies will be allocated cars in the following proportion, subject to L-II, L-III, L-IV and L-V agencies are matching the car monthly hiring charges rates L-I agency / company. The proportion of allocation of cars will be as under:

L-I	44%
L-II	24%
L-III	14%
L-IV	10%
L-V	8%

However, if less than 5 vendors are found eligible in technical parameters or less than 5 vendors wish to match L1 quote, then Bank may allocate the work to less than 5 vendors increasing the percentage of allocation in the same proportion.

Numbers of the cars will be at the nearest value of percentage. This will be applicable to both categories of cars.

Please also note that this percentage will be applicable only for the required cars in this RFP. The percentage for additional cars will be at the discretion of Bank depending upon the services rendered by the agencies.

For General Managers : Honda City ZX CVT (AT) (Petrol) Platinum White Pearl Color, (103 Cars) allocation amongst successful bidders will be in proportion of above mentioned points.

For Deputy General Managers : Maruti Ciaz Smart Hybrid Alpha AT (Petrol) Model Pearl Snow White Color (318 Cars) - allocation amongst successful bidders will be in proportion of above mentioned points.

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

In case L-I backs out, EMD amount will be forfeited, Bank may black list the bidder and may also initiate action before appropriate legal forums/regulators etc.

If L-II, L-III, L-IV and L-V agencies etc. i.e. next bidding agencies are ready to supply cars on L-I rates, Bank may consider the offer and proceed further, otherwise the whole tender process will be cancelled, if no bidder is willing to match price bid quoted by L-1 bidder.

The bidder must adhere strictly to the instructions given by bank's empaneled e-procurement agency while quoting online price e- bid.

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

12. DATE & TIME OF SUBMISSION

Interested agencies/companies may submit their applications in the prescribed format as specified earlier. The applications are to be downloaded from the Bank's Website www.sbi.co.in, filled in Technical Bid and hard copies to be submitted at the address given below **before / upto 1700 hrs on 04th December, 2021**

Address: State Bank of India, Corporate Centre, Liaison Department, State Bank Bhavan, Mezzanine Floor, Madame Cama Road, Nariman Point, Mumbai-400021

Date & Time of Pre Bid Meeting - 26th November at 1500 Hrs (Virtual)
(Agencies / Companies may clarify their doubts if any during the Pre bid meeting. All are requested to submit their queries on mail upto 1200 hrs on 26/11/2021).

Clarification to queries raised in pre bid meeting, will be posted on bank's website by 30th November, 2021.

Date & Time of Technical Bid Opening - 06th December, 2021 at 11.00 Hrs (Virtual)

Two Representatives of Bidders if they so choose may present themselves ONLINE during the opening of the Technical Bid/ price bid opening & to make concise presentation. However technical / price bid would be opened even in the absence of any or all the authorized representatives of the bidders. Please advise names of two authorised representatives who will be present for virtual technical bid meeting to us with their email ids by email to us: cm.liaison@sbi.co.in email to be sent two days in advance of scheduled

technical bid meeting date, to enable us to give them due access for virtual meeting. Concise presentation by prospective bidder is to be restricted to 10 to 15 minutes. Presentation of the agencies will be decided by the Bank.

Date of Price e-Bid submission through e-tendering: on 10th December, 2021 (time as advised by bank's empaneled e-procurement agency).

Result of all successful bidders will be posted on bank's website likely on 13th December, 2021.

i. Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid submission shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid) is received, Technical qualified bidder has failed to participate in e-bid on stipulated date and time.
- (g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (h) All bidders will be asked to give concise presentation as to their USPs, how best they can meet entire requirements of banks as package based on details in this RFP in technical bid opening virtual meeting.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (j) All the enclosures (Bid submission) shall be serially numbered.
- (k) The Bank reserves the right to reject Bids not conforming to above.

- (l) Financial price e-bid to be submitted online separately for both categories of the cars on advised date and within timing as stipulated by Bank's empaneled e-procurement agency.

13. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted by the date and time mentioned in the "RFP".
- ii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. These reschedulment will be posted on bank's website, please track updates by regularly visiting bank's website for any updates. All rights and obligations of the Bank and Bidders will remain the same.

14. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may not be able to modify the Bid after the Bid submission, as it is e-bid submission.
- ii. Financial price e-bid submitted in stipulated date and time for both categories of cars, after submission of Bids, bids cannot be modified or withdrawn later.

15. BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

16. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened or through virtual mode, two authorised representatives will be allowed to participate in its virtual meeting, however their details to be shared with us well in time at least two days before of scheduled

technical bid meeting, their two authorised representatives' names with email IDs details shall be intimated by email to cm.liaisoncc@sbi.co.in, to enable us to give them due access for technical bid virtual meeting with concise presentation (prospective bidder are requested to restrict their presentation to 10 to 15 minutes).

- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for e- price Bid participation and further RFP evaluation process. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly submitted as stated in this RFP and signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iii. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- iv. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- v. At the time of opening of the technical Bids and preliminary evaluation, all the Bidders will be asked to make concise presentations in technical bid virtual meeting on the Service proposed to be offered by them.
- vi. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- vii. The Bank reserves the right to verify validity of bid information and to recheck any bid where contents appear to be incorrect, inaccurate or inappropriate at any time during tender process or even after award of contract.
- viii. The Bank reserves the right to appoint consultant if so, decided by the Bank at any stage of bidding process.
- ix. The bidder should carry out any change request necessitated by the Bank.
- x. The Bank reserve the right to discontinue/ close the project at any point of time

without assigning any reason thereof and Bank's decision in this regard will be treated as final. By responding to this document, it is construed that the bidder has agreed to fully adhere to all the requirements of this Tender.

17. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services is in use.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. No change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date. No document submission is allowed after bid submission timelines. Bidder has to ensure all documents are submitted as required in this RFP, any lapses in submission of any document cannot be rectified after bid submission date and time.

All documents are to be submitted in sealed envelope with due mention of agency/company name & address thereon. Also to be written on envelop SBI RFP No. LD/2021-22/2 Dated 14th November, 2021. Also it is to be addressed to : Chief Liaison Officer, State Bank of India, Liaison department, Mezzanine floor, State Bank Bhavan, Nariman Point, Mumbai – 400 021. **Envelope not received in sealed condition will not be accepted.**

PART-II PRICE / COMMERCIAL e- BID

The price bid would be invited from eligible bidders through e-tendering. The process of e-tendering would be done through Bank's empaneled service provider M/s e-procurement technologies ltd. tentative date of submission of e-price bid is 10th December, 2021.

18. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

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

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

a) The Financial e-bid will be invited only from those bidders who have submitted all documents as detailed in this RFP and coupled with those who have also to obtain a minimum score of 60% in the technical evaluation scoring matrix. The financial e-bids, will be invited by M/s e-procurement Technologies Ltd. only from those agencies / companies who have qualified in their technical bids, based on the parameters spelt out in the tender document.

b) Based on the e-Price Bid submitted by agencies, Nominal Financial Bid will be arrived at.

19. CONTACTING THE BANK:

- i. All queries in writing shall be raised by email to email id cm.liaisoncc@sbi.co.in, these queries can be raised till start of pre bid meeting, later no queries will be entertained. Also note that documents to be submitted shall be within stipulated technical submission time and date, Bank will not be accepting any document after stipulated technical bid submission time line. No phone calls queries will be answered. All clarifications / queries to be raised in writing by email.
- ii. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of price e-Bid to the time, the Contract is awarded.
- iii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

20. AWARD CRITERIA AND AWARD OF CONTRACT:

- I. Allotment will be done in terms of said Order as under:
 - (a) Among all qualified bids, the lowest bid (will be termed as L-1 on the basis financial price e bid as per criteria prescribed in the RFP for monthly car rental including maintenance of the car, driver's salary and allied charges like insurance permit renewal etc.
- i. Bank will notify successful Bidder through Bank's website and work order will be issued to successful bidders. The selected Bidder has to return the duplicate copy of the same to the Bank within 3 **three working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful Bidder will have to submit Non-disclosure Agreement (NDA), Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given by bank together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

- iv. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank, in format prescribed/ approved by the Bank.
- v. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- vi. The Bank reserves the right to stipulate / call for, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- vii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or invocation of Bank Guarantee.
- viii. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned immediately.

21. POWERS TO VARY OR OMIT WORK:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed.

In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional order it will be same terms and conditions of this RFP.

If any change in the work order is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in contract price, before the finally selected Bidder(s) proceeds with the change in work order.

22. WAIVER OF RIGHTS:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

23. CONTRACT AMENDMENT:

No variation in or modification of the terms of the Contract shall be made, except by written amendment, duly signed by the authorized signatories from both sides bank and bidder.

24. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

25. BANK GUARANTEE:

In case of successful bidder / bidders, the EMD will be continued with the Bank, till submission of "Performance Guarantee", which shall be the same amount i.e. Rs. 50 lacs and the same should be submitted within a period of 30 days, from the date of the finalization of the tender and the finalization of agencies, who are required to submit the "Performance Guarantee" in format given by us.

26. SERVICES: (DELETE, WHICHEVER IS NOT APPLICABLE AS PER THE SCOPE OF WORK)

1. All the cars for the purpose of monthly Hiring basis should be brand new cars and as per the models and colour approved by the Bank. Brand new cars means and include any car of the specified make / model purchased as first hand on or after 01st November, 2021, procured and registered under stipulated rent a car permit of Mumbai RTO.
2. The agency / company have to pay the drivers as per the minimum wages Act

as applicable in Mumbai / State laws / National laws. Since the driver will be the employee of the agencies / company, therefore any rise in the minimum wages has to borne by the agency/company and cannot be charged to the Bank. The agency / company has to take all such future incidental charges into consideration whilst quote of financial e-price bid by them.

3. The agency shall comply with all the rules and regulations relevant to supply and running of hired cars under Rent-a-car permit as stipulated by RTO, Mumbai and other Government Authorities. The agency shall comply with all the local/ municipal laws and statutory rules as applicable and will indemnify the Bank against all actions, claims, suits etc. for non-compliance of laws.
4. Please note that Driver's/ Chauffer's remuneration will be paid by the agency / company and drivers will be on pay roll of the agency / company. Bank will reimburse the extra usage charges only after production of proof for payment of these extra usage charges to the driver.
5. Bank will pay extra usage charges for both categories of cars hire same for all empanelled agency / company as under:

Extra usage charges for beyond 12 hours fixed duty	Rs. 100 per hour.
Extra usage charge for Outstation beyond MMRDA area* Virar / Panvel / Kalyan	Rs. 950/- per day.*
Extra usage charge for Night in between mid-night 00.00 hrs. to 05.00 A.M.	Rs. 500/- per day
Extra usage charge for Actual usage and driver called on Duty on Sundays/ National Holidays	Rs.500/- per such holiday

In case of outstation Extra usage charge only one allowance can be claimed, either Outstation duty / overtime / night duty / holiday duty allowance.

Three set of Uniforms to be supplied by the Agency/ Company to Driver / chauffer.

The car to be sanitized on weekly basis, hand sanitizer bottle (of standard branded company) to be kept in car, and driver shall always wear mask while on duty, full vaccination /both dose to be given to driver on priority. Any additional recommendation issued by government during current pandemic / endemic has to be followed by driver for his own safety and also for safety of the executive and his / her family. Extra bottle of sanitizer and extra mask to be provided to drivers in case of requirement.

5. The agency should have an office with telephone facility and contact point for 24 hours and the telephone/mobile numbers of the concerned shall be given to the user official. In addition, the Company/Agency should make dedicated arrangement to ensure that all the cars report on time and are kept clean at the start of duty each morning and a confirmation by SMS is sent to the user executive, every day. Drivers should be medically fit and their antecedents should be verified by the police.
6. As the drivers are employees of the agency concerned, they should comply with local laws and provisions relating to their employment with their agency concerned. The Bank will not be liable for their any non-compliance.
7. The drivers should have a valid driving license which should be produced by them as and when demanded by the Bank and / or Traffic / Govt. authorities. The driver should be medically fit and should be conversant with the routes and places in Mumbai and around. The renewal of the driving licenses will be the responsibility of the agency. The agency should have all the relevant personal and family details of the drivers and proper police verification should be done and a copy of the report of all drivers should be submitted to the Bank. In case of reliever driver, the driver should have the proper proof of identification and / or deputation letter from the agency.
8. Rest room/change room or meals to the drivers will be the responsibility of the agency / company. The drivers will be the staff of the agency and Bank will not be responsible for violation of any rules / regulations in this regard. Bank will not be responsible in any way for the driver's injury, disablement, or loss of life due to an accident while on duty.
9. The agency shall change the driver, if not found suitable or desirable by the bank executive and make immediate arrangements to provide a substitute. If the driver is unable to attend or proceeds on leave for whatsoever reason, the agency shall provide substitute without delay. Needless to mention, all such drivers should also be medically fit and antecedents of whose are verified by police and also to satisfy any other requirements in respect of the driver mentioned in this document.
10. The driver should be provided with uniforms i. e. Black trouser and light blue full sleeves shirt with an emblem or the name of the agency on the shirt's pocket, black leather shoes and a reliable mobile connection with requisite mobile data for communication with the user executive, for use of Google Map for faster route direction on real time basis and its capital/ recurring cost will have to be borne by the agency.
11. The car must be kept clean and periodically serviced the car should always be in good condition. Weekly sanitisation of the car should be ensured.
12. The log sheet / parking / toll charges receipts will have to be signed by the executives on daily basis to avoid any misuse / pilferage.
13. Proper reading light should be provided in the car if not already provided by the car manufacturing company.

14. Sun screen film must be provided in every car to protect from direct sun light within the permissible limits of RTO / Govt. In addition to the film, removable sun flaps to be provided for both rear windows.
15. The driver will comply with the orders given by the Liaison officer, Security Officer or any other responsible functionary of the Bank regarding safety and security when the car is in the Bank's premises. The drivers should be in uniform provided by the company/ agency, neatly dressed, courteous and obedient. All the drivers should shave daily & have a decent haircut.
16. The agency / company should maintain a record of the running of the car on a daily basis which should be authenticated daily by the user official concerned on the log sheet. The driver should ensure that the log sheet, toll / parking receipts are signed on daily basis. If any of these receipts are not countersigned by the executive, the Bank will not pay those charges. Random checking by Liaison dept. will be carried out on regular basis. Sufficient Fast tag balance at all times shall be ensured by service provider.
17. In case the car breaks down on the way or found missing from duty, the agency will have to pay taxi fare applicable for AC Taxi in exceptional circumstances, immediately suitable alternative arrangements is to be made from back up cars available with agency / company. ASAP the agency / company will arrange another car of similar specification till the car concerned is repaired/replaced.
18. The agency /company will do suitable periodical maintenance to avoid break downs in case of failure to do so, the Bank reserves the right to impose penalty on the agency. On repetition of such incident to the extant, Bank may reject the car or terminate the contract of the agency /company. In the event of replacement of the vehicle provided for unavoidable reason the authorized make/model of car should be provided with prior intimation to the official for whom the car is engaged and in consultation with Liaison Department of the Bank.
19. Whenever the user official / executive so directs as per Bank's extant rules the car will report to the Liaison Department, Corporate Centre / Mumbai Metro and Maharashtra LHO BKC / GITC Belapur as the case may be and the car will be used in the general pool of the Bank till the validity of such period as desired by the official/executive. The car provided to the Bank will have to be covered by comprehensive insurance at the cost of the agency / company. The Bank shall not be responsible for any damage to the car and compensation to anyone in the event of injury/disablement or loss of life as a result of accident.
20. The agency / company shall indemnify the Bank against any damage/ loss out of accident caused by the car. All applicable taxes inclusive of passenger tax, road tax and Rent a car permit charges etc. will be borne by the agency.
21. Parking of the car during the office hours will be arranged by the agency / company at their cost within 1 kilometre radius from the Bank. However, Toll tax shall be paid by the agency which will be reimbursed by the Bank along with the monthly bills on production of relevant receipts duly authenticated by the user executive. No parking charges will be paid during official hours for

- parking the car at office / residence. Agency / company has to ensure sufficient fast tag balance is available at all times.
22. The Agency / company will be paid monthly hiring charges which would include per month cost of the vehicle hire, including viz. maintenance and driver fixed charges, etc. The fuel charges as per actual usage will be reimbursed at 10 Km/ Per Litre with toll / parking will be paid as per actual. Also driver's variable charges will be paid based on their actual working and as per terms specified in this RFP.
 23. The Agency / Company should ensure and confirm to the Bank that all the drivers provided to the Bank on duty are paid salary and benefits due to them and it is in accordance to "Minimum Wages Act- laid down by the Government of Maharashtra or Government of India whichever is applicable. Agency / company should submit a certificate after every six months duly certified by CA in this regard. All the drivers should have a SB account in SBI only and the monthly salary of the driver should be credited in the account only. Bank may verify regularly that the drivers are being duly paid.
 24. Unless intimated otherwise, the present agreement will be initially for a period of 36 months (3 years) which will be reviewed every year and in case the services are found satisfactory, the arrangement may continue for a further period as decided by the Bank at appropriate time.
 25. The Bank reserves the right to terminate this agreement either in part or in full without assigning any reason, by giving 30 days' notice to the agency / company concerned during the contract period of 36 months (3 years). No compensation whatsoever will be paid by the Bank to the agency on such termination. If the termination for any valid reason happens in the middle of the month, pro rata hire charges shall be payable by the Bank to the agency.
 26. The agreement can be terminated without any prior notice if the agency / company grossly violates any of the terms and conditions of the agreement accepted by the agency at any stage of the contract.
 27. In case the agency / company obtains financial assistance from any institution, organisation and bank, the Bank will not be responsible/ liable to meet the repayment of loan instalments to the lender. Cars if financed by State Bank of India and later rejected / denied / recalled for any reasons of non-compliance of the terms and conditions of the contract, the provider agency/company will not have any financial claim during the contract period on State Bank of India. The financial repayment responsibility of all such cars if any will solely lie on the agency/company.
 28. In case the loan facility for purchase of new cars is to be availed, the same should be done preferably from SBI only.
 29. Physical dent, paints or damage to the car due to any reason during the tenure of the contract should be rectified promptly so as to maintain decent look of the car during the hired period. Failure to comply would enable the Bank to reject such cars for any further period of the Contract.

30. All the cars should be GPS enabled for direction / faster route map purpose on real time basis. In addition, all the cars should be provided with full size floor mats so as to cover the entire carpet, three cushions, mobile charger, side and rear window sun shields, tissue boxes, car perfume and one full size umbrella in every car.
31. The agency / company will also appoint dedicated Managers/Supervisors who will visit the sites every day to monitor cars and drivers as surprise check and always available for executives in case any requirement.
32. In case of breakdown of any car or if car is in workshop, the agency will have to provide replacement vehicle of same or higher model.
33. The empanelled agencies should provide and cater for the entire additional requirement of new cars, during the tenure of the contract from the date of commencement of the tender, on the same rates & terms and conditions, which may be approximately +/- 10% more or less of the total order. However in case of any hired cars under this RFP, become redundant for bank it may surrender these car/s with due surrender immediately without notice.
34. Minimum 50% of the allotted cars to be provided by the company/ agency at first Instance i.e. within 30 days of engagement and balance within next 15 days. In other words supply of all the required cars will be completed within a period of 45 days. Failure to commitment of this terms and conditions, would be viewed seriously by the Bank, to the extent that it will be treated as non-compliance of the contract. In case the delay in supplying of the cars is attributable to the Honda and Maruti Company manufacturers, then the Bank may extend the duration, subject to production of suitable letter from the manufacturers, signed by the authorised signatory of the company.
35. The Bank reserves the right to reject all or any one offer at its own discretion and without citing any reasons.

Repairs and Maintenance:

All repairs and maintenance will be the sole responsibility of the agency/ company. The agency / company have to ensure that the cars are periodically maintained as per respective car manufacturer's recommended maintenance service schedule and kept in good condition and road worthy.

Fuel:

The fuel (Petrol) will be provided by the agency / company. The use of oil or other consumables will also be provided by the agency. The cost of the fuel (Petrol) will be paid separately on monthly basis, as per the actual usage i.e. as finalised after the bidding process.

Contract Period:

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

Payment Terms:

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

36. The car to be sanitised on weekly basis, hand sanitiser bottle (of standard branded company) to be kept in car, and driver shall always wear mask whilst on duty, driver full vaccination both dose to be given on priority. Any additional recommendation issued by government during current pandemic/endemic has to be followed by driver for his own safety and also for safety of executive and his / her family.

27. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

28. RIGHT TO AUDIT:

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

- ii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).
- iii. Service providers are required to submit Audit Report on Six monthly basis at their cost for payment as per minimum wages Act . Bank is having right to conduct the Audit without any information at any time in between the contract.

29. SUBCONTRACTING:

As per scope of this RFP, sub-contracting is not permitted.

30. VALIDITY OF AGREEMENT:

The Agreement/ Service Level agreement will be valid for the period of 3 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

31. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
 - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 31(iii)(b) “**Gross Negligence**” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“**Willful Misconduct**” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

32. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement, Part II / Appendix G.

33. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

- i. Services shall be made by Service Provider within the timelines prescribed in this RFP document.

If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it’s likely duration and cause(s). As soon as practicable after receipt of Service Provider’s notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers’ time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

- ii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

34. PENALTY CLAUSE:

Bank will levy the penalty and deduct the penalty from monthly pay out to the vendor/agencies for various issues related to providing the services such as (i) for misbehavior of the driver. (ii) for not maintaining the car in proper condition. (iii) for not sanitizing and cleaning the car. (iv) for not wearing uniform by the driver/chauffeur. The penalty for 1st 50 instances will be at the rate of Rs. 500 per instance and after 50 instances will be at the rate of Rs.2000 per instance for next 50 instances. However, if the instance of penalty increases and crosses a threshold limit i.e., 100 instances, Bank may discontinue the services

of the particular vendor/agency and allocate the services to other vendors.

35. SERVICE PROVIDER'S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performances specified in the Contract.

- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
Service Provider is responsible for activities of its personnel and will hold itself responsible for his / their any misdemeanors.

- iii. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in Part II / **Appendix-G** of this RFP.

35. TECHNICAL DOCUMENTATION:

- i. Service Provider shall provide GPS reports on monthly basis.

36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

37. LIQUIDATED DAMAGES:

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

38. CONFLICT OF INTEREST:

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Performance Security (Bank Guarantee / EMD), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.

- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt

- from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

39. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) **“corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. Debarment/Banning

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

(a) Holiday Listing (Temporary Debarment - suspension):

Whenever a Service provider is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday

listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Service provider is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Service providers who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Service provider undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(b) Debarment from participation including removal from empanelled list

Debarment of a delinquent Service provider (including their related entities) for a period (one to three years) from the Bank's procurèment including removal from empanelment, wherever such Service provider is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Service provider from the list of empaneled service providers are:

- Without prejudice to the rights of the Bank hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 3 (three) years from the date of debarment.
- Service provider fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely or fails to cooperate or qualify in the review for empanelment.
- If Service provider ceases to exist or ceases to operate in the category of requirements for which it is empaneled.
- Bankruptcy or insolvency on the part of the Service provider as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency.
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter a Contract;

- or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents.
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.
 - Employs a government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
 - Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest / bank's interest.
 - If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company have been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) Banning from Ministry/Country-wide procurements:

For serious transgression of code of integrity, a delinquent Service provider (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

40. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank.
 - (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement.
 - (c) Violations of any terms and conditions stipulated in the RFP.
 - (d) On happening of any termination event mentioned in the RFP/Agreement. Prior to providing a written notice of termination to Service Provider under clause 40 (i) (a) to 40 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those

undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

41. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes,

hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services rendered up to the date of the termination of the Agreement.

42. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

43. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 30 days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

44. GOVERNING LANGUAGE:

The governing language shall be English.

45. APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts in Mumbai.

46. TAXES AND DUTIES:

- i. Service Provider shall be liable to pay all corporate taxes and income tax, State Govt. Taxes, etc. as applicable, that shall be levied according to the laws and regulations applicable from time to time in India and the price e-Bid by Service Provider shall include all such taxes incidence in the quoted price. Bidder may consider future incidental taxes, charges as such whilst quote of price e-bid. However, Bank will pay GST on invoices as statutorily applicable.
- ii. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever.
- iii. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

47. TAX DEDUCTION AT SOURCE:

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of form 16 certificate nowadays available online for such deductions made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

- i. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

48. EXEMPTION OF EMD:

Micro & Small Enterprises (MSE) units are exempted from payment of EMD provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.

Bidder should submit supporting registration documents issued by competent Govt. bodies to become eligible for the above exemption.

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE company status, can claim exemption for EMD.

If all these conditions are not fulfilled or supporting documents are not submitted along-with the technical Bid, then all those Bids without EMD will be summarily rejected and no queries will be entertained.

49. NOTICES:

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax or by email and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

Part-II

Appendix –A

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid)

Date: _____

To:

< Address of tendering office >

Dear Sir,

Ref: RFP No. SBI: LD/2021-22/2 Dated 14th November 2021.

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial price e-bid online to be conducted by the Bank's authorized empaneled agency, on the date and time advised to us.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- e-bid prices, mileage quote will be submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the services/items mentioned in this RFP in our price e-Bid.
- The rate quoted in the price e-Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

**We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".**

We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- ii. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- iii. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any of our information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- iv. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- v. We agree to abide by all the RFP terms and conditions, which shall remain binding upon us.
- vi. On acceptance of our technical bid, we undertake to participate in financial e-price bid by way of login in tool. In case of declaration as successful Bidder on completion of bid process, we undertake to complete the formalities as specified in this RFP.
- vii. The commercial bidding process will be through the e-price bid process to be conducted by the Bank's empaneled agency / company authorized by the Bank. We understand that our authorized representative who would participate in the e-bid process would be possessing a valid digital certificate for the purpose not in his personal capacity but in capacity of agency / company bidder.
- viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- ix. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

- x. We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
- xi. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which would have adversely affected our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xii. We hereby certify that on the date of submission of Bid, we do not have any Service Level agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xiii. If our Bid is accepted, we undertake to enter and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.

**All our queries we will email in writing prior to pre-bid meeting to bank, we will not make any phone calls individually in this regard to any bank official during the bid process.**

- xiv. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 2021

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(Signature) (Name)  
*(In the capacity of)*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_ **Seal of the company.**



**Part II / Appendix-B**

**Bidder's Eligibility Criteria**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

| S. NO | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                            | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                                                                                                                                                                                                                                            |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | The Bidder must be an Indian Company / Partnership firm / Sole proprietor registered under applicable Act in India.                                                                                                                                                                                                                                                                             |                     | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.                                                                                                                                                                                                                           |
| 2.    | The Bidder must have minimum car hire rental income turnover of Rs.7.50 Crores during last 03 (three) of 4 financial year(s) i.e. FY2017-18____, FY_2018-19____ and FY_2019-20____.& provisional balance sheet for financial year 2020-21                                                                                                                                                       |                     | Copy of the audited financial statement and ST 3 returns are to be attached for required financial years. (Certificate from statutory auditor for preceding/current ____ year may be submitted.)                                                                                                                                                                                                     |
| 3.    | The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 04 (four) financial years mentioned above.                                                                                                                                                                                                                               |                     | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                                                                                                                                                                                                                                                  |
| 4.    | Bidder should have experience of minimum 3 three years in providing the Services. And to have 100 cars in the name of respective agency/ company and should have 2 existing tie ups of minimum 25 cars with Government organization/ PSUs/Reputed Public Limited Companies as of RFP date Agency / Company to have in its name RENT A CAR permit issued by Mumbai RTO and valid as on RFP date. |                     | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.<br>i) Documentary evidence viz. work order, Contract agreement etc for the same must be provided.<br>ii) Zerox copies of minimum 100 RC Books/ Cards purporting ownership by the agency / company.<br>iii) Copy of valid Rent a Car Permit from RTO Mumbai to be submitted. |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                                                                                                                                                                   |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. | <p>At least 3 Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.</p> <p>Out of these 3 client references, a minimum of two are of Government departments, Public Sector Enterprises or reputed listed public limited companies.</p> <p>(Start and End Date of the Project to be mentioned) in the past (At least ___ client references are required)</p> |  | <p>Bidder should specifically confirm on their letter head in this regard as per Part-II / <b>Appendix-H</b></p>                                                                                                                                                                                                                                                                                  |
| 7. | <p>Undertaking Requirements</p>                                                                                                                                                                                                                                                                                                                                                                                                                |  | <p>Undertaking to be submitted in respect of fuel refilling arrangements, tie up with reputed service center for maintenance of vehicle, availability of 24 x 7 helpline facility, all these as per terms of this RFP.</p> <p>i) Undertaking that agency/company will have tie up reputed Service Centre/ Workshop for maintenance of respective make of vehicles (for both cars separately).</p> |

|     |                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.  | Past/present litigations, disputes, if any during last 3 years as on date of RFP (Adverse litigations could result in disqualification, at the sole discretion of the Bank).                                                                                                                              |  | Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any they are to be given on Company's letter head. |
| 9.  | Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments within three year on the date of submission of technical bid for this RFP. |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 10. | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.                                                                                                                                                |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 11. | GST Details (including for Mumbai jurisdiction)                                                                                                                                                                                                                                                           |  | GST Number<br>Place & Registration Authority                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|                            |                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |  |               |             |            |                  |      |                  |         |  |         |  |         |  |                   |  |
|----------------------------|----------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--|---------------|-------------|------------|------------------|------|------------------|---------|--|---------|--|---------|--|-------------------|--|
| 12                         | EMD Details                |  | Bank Draft/ Banker Cheque/ Pay Order No<br>Dated<br>Drawn on                                                                                                                                                                                                                                                                                                                                                                 |                            |  |               |             |            |                  |      |                  |         |  |         |  |         |  |                   |  |
| 13                         | PAN card Details           |  | PAN number of the bidder/ agency                                                                                                                                                                                                                                                                                                                                                                                             |                            |  |               |             |            |                  |      |                  |         |  |         |  |         |  |                   |  |
| 14                         | Annual Turnover Statements |  | <table border="1"> <tr> <td colspan="2">Balance Sheet for the year</td> </tr> <tr> <td>Year Turnover</td> <td>Income from</td> </tr> <tr> <td>Car Rental</td> <td>Net Profit/ Loss</td> </tr> <tr> <td>Year</td> <td>Net Profit/ Loss</td> </tr> <tr> <td>2017-18</td> <td></td> </tr> <tr> <td>2018-19</td> <td></td> </tr> <tr> <td>2019-20</td> <td></td> </tr> <tr> <td>2020-21<br/>(Prov)</td> <td></td> </tr> </table> | Balance Sheet for the year |  | Year Turnover | Income from | Car Rental | Net Profit/ Loss | Year | Net Profit/ Loss | 2017-18 |  | 2018-19 |  | 2019-20 |  | 2020-21<br>(Prov) |  |
| Balance Sheet for the year |                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |  |               |             |            |                  |      |                  |         |  |         |  |         |  |                   |  |
| Year Turnover              | Income from                |  |                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |  |               |             |            |                  |      |                  |         |  |         |  |         |  |                   |  |
| Car Rental                 | Net Profit/ Loss           |  |                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |  |               |             |            |                  |      |                  |         |  |         |  |         |  |                   |  |
| Year                       | Net Profit/ Loss           |  |                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |  |               |             |            |                  |      |                  |         |  |         |  |         |  |                   |  |
| 2017-18                    |                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |  |               |             |            |                  |      |                  |         |  |         |  |         |  |                   |  |
| 2018-19                    |                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |  |               |             |            |                  |      |                  |         |  |         |  |         |  |                   |  |
| 2019-20                    |                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |  |               |             |            |                  |      |                  |         |  |         |  |         |  |                   |  |
| 2020-21<br>(Prov)          |                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |  |               |             |            |                  |      |                  |         |  |         |  |         |  |                   |  |

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**Name & Signature of authorised signatory**

**Seal of Company**

**Covering letter on the letter head of the Bidder**

**Bid Submission form**

To,

State Bank of India,

Dear Sir,

After examining the bidding documents, including terms of RFP etc., the receipt of which is hereby duly acknowledged, we the undersigned, are pleased to offer to execute the whole of the job and in conformity with the said bid documents.

We confirm that this bid is valid for period of 3 months from the date of opening of financial price e-bid and shall be binding upon us and may be accepted by any time before the expiration of that period.

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

We understand that bid document is not exhaustive and any action and activity not mentioned in Bid documents but may be inferred to be included to meet the intent of the bid documents shall be deemed to be mentioned in bid documents unless otherwise specifically excluded and we confirm to perform for fulfilment of agreement and completeness of the work in all respects within the time frame and agreed price. We declare that we have not been blacklisted by any Government / PSU / Banks for corrupt or fraudulent practices or non-delivery or non-performance.

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

SIGNATURE OF AUTHORISED PERSON WITH SEAL

DATE :

**Part II / Appendix-D**

**Bidder Details**

Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Constitution of the Bidder                                                                                                                                                              |         |
| 3.     | Name and address/es of Promoters / Directors                                                                                                                                            |         |
| 4.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 5.     | Certificate of incorporation                                                                                                                                                            |         |
| 6.     | Registered address of the agency / company                                                                                                                                              |         |
| 7.     | Office Address, if it is different from above said Registered Address                                                                                                                   |         |
| 8.     | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 9.     | Company website URL                                                                                                                                                                     |         |
| 10.    | Company Pan Number                                                                                                                                                                      |         |
| 11.    | Company GSTIN Number                                                                                                                                                                    |         |
| 12.    | Particulars of the Authorized Signatory of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |

|    |                                                                                                          |  |
|----|----------------------------------------------------------------------------------------------------------|--|
| 13 | a) Number of years since, in business of providing cars on monthly rental basis.                         |  |
| 14 | Make and Number of owned cars held in bidder's name as on technical bid submission date                  |  |
| 15 | Make and number of Cars held under Rent a Car permit valid in Mumbai as of technical bid submission date |  |

**Name & Signature of authorised signatory**

**Seal of Company**

**Scope of Work, Payment Schedule & Terms & Conditions**

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

1. All the cars for the purpose of monthly Hiring basis should be brand new cars and as per the models approved by the Bank. Brand new cars mean and include any car of the specified make / model purchased as first-hand on or after 01<sup>st</sup> November, 2021, procured and registered under Rent a Car permit, RTO Mumbai.
  
3. The agency / company must pay the drivers as per the minimum wages Act as statutorily applicable in Mumbai, under State & National regulations, Since the driver will be the employee of the agencies / company, therefore any rise in the minimum wages must borne by the agency/company and cannot be charged to the Bank. The agency / company has to take all the future incidental charges into account. Driver's fixed monthly salary payable by agency / company to be included in monthly rental hire e bid quote. Bank will pay variable charges as under for both categories of cars hire same for all empaneled agency / company. Extra usage will accrue after fixed 12 hours duty, Rs. 100/- per hour, Outstation charges beyond MMRDA limits of Virar / Panvel / Kalyan Rs.950/- per day, Night charges if duty hours exceed beyond mid-night 00.00 hrs. Rs.500/- per night, Driver actually called and worked for duty on Sunday / National holiday, Rs. 500/- per will be payable for such Sunday / National holiday duty. However, in case of outstation duty only one of allowance either Extra usage / Outstation / night charges / holiday duty allowance can be claimed.
  
4. The agency shall comply with all the rules and regulations relevant to supply and running of hired cars under Rent-a-car permit as stipulated by RTO, Mumbai and other Government Authorities. The agency shall comply with all the local/ municipal laws and statutory rules as applicable and will indemnify the Bank against all actions, claims, suits etc. for non-compliance of laws.
  
5. The working hours of the drivers should be as per the applicable legal provisions. However, the agency has to make available the service of the drivers not less than 12 (twelve) hours a day without any extra charges. Overtime will accrue after 12 hours of driver duty. However, in case of duty between 00:00 hrs. to 05:00 am night retention charges to be paid. The duration of 12 hours duration can be in three slots from i.e. from 7 AM to 7 PM, 8 AM to 8 PM and 9 Am to 9 PM or as determined by the Bank uniformly or individually more depending upon the convenience of the executive. In case of



outstation duty beyond MMRDA area of Virar / Kalyan / Panvel Only one allowance will be paid to the driver i.e. either Extra usage or night charges or outstation charges or holiday duty allowance. If duty hours extend beyond 12 midnight only night charges will be paid. If driver is actually called and worked for duty on Sunday / National holiday then Rs. 500/- will be paid for such holiday duty.

6. The agency should have an office with telephone facility and contact point for 24 hours and the telephone/mobile numbers of the concerned shall be given to the user official. In addition, the Company/Agency should make dedicated arrangement to ensure that all the cars report on time and are kept clean at the start of duty each morning and a confirmation by SMS is sent to the user executive, every day. Drivers should be medically fit and their antecedents should be verified by the police.
7. As the drivers are employees of the agency concerned, they should comply with Minimum Wages Act, as applicable under local laws, State laws, National laws and provisions relating to their employment with their agency concerned. The Bank will not be liable for any non-compliance.
8. The drivers should have a valid driving license which should be produced by them as and when demanded by the Bank and / or Traffic / Govt. authorities. The driver should be medically fit and should be conversant with the routes and places in Mumbai and around. The renewal of the driving licenses will be the responsibility of the agency. The agency should have all the relevant personal and family details of the drivers and proper police verification should be done and a copy of the report of all drivers should be submitted to the Bank. In case of reliever driver, the driver should have the proper proof of identification and / or deputation letter from the agency.
9. Rest room/change room or meals to the drivers will be the responsibility of the agency / company. The drivers will be the staff of the agency and Bank will not be responsible for violation of any rules / regulations in this regard. Bank will not be responsible in any way for the driver's injury, disablement, or loss of life due to an accident while on duty.
10. The agency shall change the driver, if not found suitable or desirable by the bank official/executive and make immediate arrangements to provide a substitute. If the driver is unable to attend or proceeds on leave for whatsoever reason, the agency shall provide substitute without delay. Needless to mention, all such drivers should also be medically fit and antecedents verified by police and also to satisfy any other requirements in respect of the driver mentioned in this document.

11. The driver should be provided with uniforms i. e. Black trouser and light blue full sleeves shirt with an emblem or the name of the agency on the shirt's pocket, black leather shoes and a reliable mobile connection for communication with the user executive and its capital/ recurring cost will be borne by the agency. In driver's mobile Google Map facility shall be available with all drivers so they can access it for route direction and faster route availability on real time basis.
12. The car must be kept clean and periodically serviced the car should always be in good condition. Weekly sanitisation of the car should be ensured.
13. The car to be sanitized on weekly basis, hand sanitizer bottle (of standard branded company) to be kept in car, and driver shall always wear mask while on duty, full vaccination /both dose to be given to driver on priority. Any additional recommendation issued by government during current pandemic / endemic has to be followed by driver for his own safety and also for safety of the executive and his / her family. Extra bottle of sanitizer and extra mask to be provided to drivers in case of requirement.
14. The log sheet / parking / toll charges receipts will have to be signed by the executives on daily basis to avoid any misuse / pilferage.
15. Proper reading light should be provided in the car if not already provided by the car manufacturing company.
16. Sun screen film must be provided in every car to protect from direct sun light within the permissible limits of RTO / Govt. In addition to the film, removable sun flaps to be provided for both rear windows. One umbrella to be kept in car in all seasons.
17. The driver will comply with the orders given by the Liaison officer, Security Officer or any other responsible functionary of the Bank regarding safety and security when the car is in the Bank's premises. The drivers should be in uniform provided by the company/ agency, neatly dressed, courteous and obedient. All the drivers should shave daily and should have a decent haircut.
18. The agency should maintain a record of the running of the car daily basis which should be authenticated by the user official concerned on the log sheet. The driver should ensure that the log sheet, toll / parking receipts are signed on daily basis. If any of these receipts are not countersigned by the executive, the Bank will not pay those charges. Random checking by Liaison dept. will be carried out on regular basis.
19. In case the car breaks down on the way or found missing from duty, the agency will have to pay taxi fare applicable for AC Taxi in exceptional circumstances, ASAP back up car to be provided to concern executive.

Further the agency will arrange another car of similar specification till the car concerned is repaired/replaced.

- iii. The agency will do suitable periodical maintenance to avoid break downs in case of failure to do so, the Bank reserves the right to impose penalty on the agency. On repetition of such incident to the extant, Bank may reject the car or terminate the contract of the agency /company. In the event of replacement of the vehicle provided for unavoidable reason the authorized make/model of car should be provided with prior intimation to the official for whom the car is engaged and in consultation with Liaison Department of the Bank. Bank will levy the penalty and deduct the penalty from monthly pay out to the vendor/agencies for various issues related to providing the services such as (i) for misbehavior of the driver. (ii) for not maintaining the car in proper condition. (iii) for not sanitizing and cleaning the car. (iv) for not wearing uniform by the driver/chauffeur. The penalty for 1<sup>st</sup> 50 instances will be at the rate of Rs. 500 per instance and after 50 instances will be at the rate of Rs.2000 per instance for next 50 instances. However, if the instance of penalty increases and crosses a threshold limit i.e., 100 instances, Bank may discontinue the services of the particular vendor/agency and allocate the services to other vendors.

20. Whenever the user official so directs as per Bank's extant rules the car will report to the Liaison Department, Corporate Centre / Mumbai Metro and Maharashtra LHO BKC / GITC Belapur and the car will be used in the general pool of the Bank till the validity of such period as desired by the official. The car provided to the Bank will be covered by comprehensive insurance at the cost of the agency. The Bank shall not be responsible for any damage to the car and compensation to anyone in the event of injury/disablement or loss of life as a result of accident.

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

22. Parking of the car during the office hours will be arranged by the agency/company at their cost within 1 kilometer radius from the Bank. However, Toll tax shall be paid by the agency/company which will be reimbursed by the Bank along with the monthly bills on production of relevant receipts duly authenticated by the user executive. No parking charges will be paid during official hours for parking the car at office / residence. Care to be taken to ensure sufficient fastag balance is available at all times.

23. The Agency / company will be paid monthly car hiring charges which would include per month cost of the vehicle including maintenance and driver fixed charges, etc.. The fuel charges as per actual usage as per terms of RFP with

toll / parking will be paid as per actual. No minimum car run kilometers are guaranteed by the bank.

24. The Company should ensure and confirm to the Bank that all the drivers provided to the Bank on duty are paid salary and benefits due to them as per "Minimum Wages Act" laid down by the Government. Agency / company should submit a certificate after every quarter end duly certified by CA/ Labour Consultant that minimum wages as per Act are being paid to the drivers. In case of non-submission or violation of payouts as per Minimum Wages Act, Bank reserves the right to impose penalty on the agency/ies for non-compliance which will be 1% of the annual contract amount. In case of any complaint regarding non-payment of salaries as per Minimum Wages Act, respective agency will have to submit the necessary documentary evidence to ensure that Salaries as per Minimum Wages Act has been paid, failing which Bank reserves the right to impose penalty on the respective agency for non-compliance. All the drivers should have a SB account in SBI only and the monthly salary of the driver should be credited in the account only. Bank will verify regularly that the drivers are being paid as per minimum wages Act.
25. Unless intimated otherwise, the present agreement will be initially for a period of 36 months (3 years) which will be reviewed every year and in case the services are found satisfactory, the arrangement may continue for a further period as decided by the Bank at appropriate time.
26. The Bank reserves the right to terminate this agreement either in part or in full without assigning any reason, by giving 30 days' notice to the agency concerned during the contract period of 36 months (3 years). No compensation whatsoever will be paid by the Bank to the agency on such termination. If the termination for any valid reason happens in the middle of the month, pro rata hire charges shall be payable by the Bank to the agency.
27. The agreement will be terminated without any prior notice if the agency grossly violates any of the terms and conditions of the agreement accepted by the agency at any stage of the contract.
28. In case the agency / company obtains financial assistance from any institution, organisation and bank, the Bank will not be responsible/ liable to meet the repayment of loan instalments to the lender. Cars if financed by State Bank of India and later rejected / denied / recalled for any reasons of non-compliance of the terms and conditions of the contract, the provider agency/company will not have any financial claim during the contract period on State Bank of India. The financial repayment responsibility of all such cars if any will solely lie on the agency/company.

29. In case the loan facility for purchase of new cars is to be availed, the same should be done preferably from SBI only.
30. Physical dent, paints or damage to the car due to any reason during the tenure of the contract should be rectified promptly so as to maintain decent look of the car during the hired period. Failure to comply would enable the Bank to reject such cars for any further period of the Contract.
31. All the cars should be GPS enabled for direction / route map purpose. In addition, all the cars should be provided with full size floor mats so as to cover the entire carpet, three cushions, mobile charger, side and rear window sun shields, tissue boxes, car perfume and one full size umbrella in every car. Bank will call for monthly GPS reports for run of cars from agency / company.
32. The agencies will also appoint dedicated Managers/Supervisors who will visit the sites every day to monitor cars and drivers as surprise check and always available for executives in case any requirement.
33. In case of breakdown of any car or if car is in workshop, the agency will have to provide replacement vehicle of same or higher model, which is not 3 years older.
34. The empaneled agencies should provide and cater for the entire additional requirement of new cars, if any, during the tenure of the contract from the date of commencement of the tender, on the same rates & terms and conditions, which may be approximately 10% or more/less of the total order. However, bank reserve right to surrender excess vehicle/s hired under this RFP by giving 15 days surrender notice.
35. Minimum 50% of the allotted cars to be provided by the company/ agency at first Instance i.e., within 30 days of engagement and balance within next 15 days. In other words, supply of all the required cars will be completed within a period of 45 days. Failure to commitment of this terms and conditions, would be viewed seriously by the Bank, to the extent that it will be treated as non-compliance of the contract. In case the delay in supplying of the cars is attributable to the Honda and Maruti Company manufacturers, then the Bank may extend the duration, subject to production of suitable letter from the manufacturers, duly signed by the authorized signatory of the company.
36. The Bank reserves the right to reject all or any one offer at its own discretion and without citing any reasons.

**Repairs and Maintenance:**

All repairs and maintenance will be the sole responsibility of the agency/ company. The agency / company have to ensure that the cars are periodically

maintained and kept in good condition and road worthy.

**Fuel:**

The fuel (Petrol) will be provided by the agency / company. The use of oil or other consumables will also be provided by the agency. The cost of the fuel (Petrol) will be paid separately on monthly basis, as per the actual usage i.e. at actual cost of 1 liter petrol (at the price than prevalent) per 10 KM of actual usage of car each month.

**Contract Period:**

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

**Payment Terms:**

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

**37. Termination Clause:**

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

If the agency / company is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent Jurisdiction.

- a) If the Agency / Company commit any breach of the terms of this Hire agreement / tender document.
- b) **If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the Agency / Company is convicted by a criminal court on grounds of moral turpitude.**
- c) **The Agency / Company is involved in wrongful billing. In addition to hereto wrongful billing shall also result in the Agency / Company being debarred from participating in any other tender of the Bank. Excess amount will be recovered, if required by invocation of bank guarantee.**
- d) **The engagement is not in the interest of the Bank or the Bank no more requires any such service.**
- e) **In case of misbehavior by driver or the supervisor staff of the company, such drivers or supervisor staff will have to be removed from the service. The agency will have to ensure that such drivers, staff will not get reappointment with other car agency those are dealing with the Bank.**

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

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

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

or, if any changes take place in the proprietorship or partnership of the Agency / Company, the Bank should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and Bank may terminate the hire agreement as may be deemed necessary, Whatever be the reason of changes, the subject hire agreement would be terminated unless the new company/entity accepts the subject Hire agreement at the same rates, terms and conditions laid down herein. The agency /company shall refund the excess money paid if any, to them for the term for which the agreement / arrangement is made.

- 36. The car to be sanitized on weekly basis, hand sanitizer bottle to be kept in car, and driver shall always wear mask whilst on duty, driver full vaccination both dose to be given on priority. Any additional recommendation issued by government during current pandemic/endemic has to be followed by driver for his own safety and also for safety of the executive and his family.**

#### **PERFORMANCE GUARANTEE**

If the Agency/ Company violates any of the terms of the service or the Agreement, the Bank at its sole discretion may invoke the Performance Guarantee of Rs. 50 lacs submitted/to be submitted by the Agency/ Company. Failure of the Agency/ Company to renew the Guarantee before its expiry may also be a sufficient reason for the Bank to invoke the Guarantee.

**Part II / Appendix-F**

**Indicative Price Bid format, for information only  
(its exact format will be advised in due course by bank's empaneled  
e-procurement agency)**

**(To be submitted online on e-Price Bid date and time subsequently as advised  
by Bank's empaneled e procurement agency) (if indicative price bid is submitted  
along with bid documents / technical bid, bid will be summarily rejected)**

**E- PRICE BID**

|                       |                                                                                 |
|-----------------------|---------------------------------------------------------------------------------|
| Date of Advertisement |                                                                                 |
| Valid up to           | 3 Years from the date of Agreement.                                             |
| Delivery              | State Bank of India<br>1. Corporate Centre<br>2. GITC Belapur<br>3. LHO, Mumbai |
| Emission norms        | Compliance with local norms                                                     |
| Term                  | 3 Years.                                                                        |

**Honda City ZX CVT (AT) – in Platinum White Pearl colour**

**PRICE BID AMOUNT:**

**RENT PER MONTH (Inclusive of drivers fixed remuneration for 12 hours  
usage of care as per Minimum Wages Act., maintenance charges,  
insurance, road tax, etc.)**

**(to be submitted online, not now along with technical bid documents)**

**Rs..... + GST as applicable  
Fuel Reimbursement: 10 KM / Litre**

(Digital Signature of Agency/ Company)



**Part II / Appendix-F**

**Indicative e-Price Bid format, for information only**

**(its exact format will be advised in due course by Bank's empaneled e-procurement Agency)**

**(To be submitted online on e-Price Bid date and time ) subsequently as advised by Bank's empaneled e procurement agency) (if indicative price bid is submitted along with bid documents / technical bid, bid will be summarily rejected)**

**E-PRICE BID**

|                       |                                                                                 |
|-----------------------|---------------------------------------------------------------------------------|
| Date of Advertisement |                                                                                 |
| Valid up to           | 3 Years from the date of Agreement.                                             |
| Delivery              | State Bank of India<br>1. Corporate Centre<br>2. GITC Belapur<br>3. LHO, Mumbai |
| Emission norms        | Compliance with local norms                                                     |
| Term                  | 3 Years.                                                                        |

**Maruti Ciaz Smart Hybrid Alpha AT Model Pearl Snow White Color**

**PRICE BID AMOUNT:**

**RENT PER MONTH (Inclusive of drivers fixed remuneration for 12 hours usage of car as per Minimum wages Act., maintenance charges, Insurance, road tax, etc.)**

**( to be submitted online, not now along with technical bid documents)**

**Rs..... + GST as applicable**

**Fuel Reimbursement: 10 KM / Litre**

(Digital Signature of Agency/ Company)

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at \_\_\_\_\_ between:

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 / Mumbai Local head office at Bandra Kurla Complex / Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, having its registered office at \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the "Receiving Party" and the Party disclosing the information being referred to as the "Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. Confidential Information and Confidential Materials:

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving

Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## 2. Restrictions

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). The Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- i. the statutory auditors of either party and
- ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof

(c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

## 3. Rights and Remedies

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- i. Suspension of access privileges
- ii. Change of personnel assigned to the job
- iii. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

#### 4. Miscellaneous

(a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.

(b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or willful default of disclosing party.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f)(g) Subject to the limitations set forth in this Agreement, this Agreement will ensure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to

individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. Suggestions and Feedback

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_(place)

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

Format for Submission of Client References (Minimum 3 Client references to be submitted, of which two shall of Govt. Departments/PSUs/reputed public limited companies)

To whosoever it may concern

| Particulars                                            | Details |
|--------------------------------------------------------|---------|
|                                                        |         |
| Client Information                                     |         |
| Client Name                                            |         |
| Client address                                         |         |
| Name of the contact person and designation             |         |
| Phone number of the contact person, Mobile number also |         |
| E-mail id address of the contact person                |         |
| Project Details                                        |         |
| Name of the Project                                    |         |
| Start Date                                             |         |
| End Date                                               |         |
| Current Status (In Progress / Completed)               |         |
| Size of Project                                        |         |
| Value of Work Order (In Lakh) per annum                |         |
|                                                        |         |

Name & Signature of authorised signatory  
Seal of Company

**PRE-CONTRACT INTEGRITY PACT**

(TO BE STAMPED AS AN AGREEMENT)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of September 2021 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its \_\_\_\_\_ Department / Mumbai Local Head Office at Bandra Kurla Complex / Office at Global IT Center at CBD Belapur, 400614, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer/ Authorised signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/provide.

WHEREAS the BIDDER is a private company/public company/Government undertaking/Sole proprietor / partnership/registered constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

Ø Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

Ø Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information

to any particular BIDDER which could afford an undue advantage to that particular BIDDER in comparison to other bidder/s.

1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## 2. Commitments of BIDDERS

2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and commit itself to the following:

2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with State Bank of India.

2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.

2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.

2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial e-Bids and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.



2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.

2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### 3. Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### 4. Earnest Money (Security Deposit)

4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI. However, payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit/ Bank Guarantee shall be valid upto a period of five three years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the

provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### 5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.

(ii) The Earnest Money Deposit (in pre-contract stage) /Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

(v) To invoke the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of ~~five~~ 3 three years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 7. Independent Monitors

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission Independent External Monitors names and email ids are as follows :-

1. Dr. Parvez Hayat, IPS Retired, email id : [phayatips@gmail.com](mailto:phayatips@gmail.com)
2. Ms. Minnie Mathew, IAS Retired, email id : [minniematthew635@gmail.com](mailto:minniematthew635@gmail.com)

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact

The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.3 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

7.4 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.5 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.6 The BUYER will provide the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer the Monitor the option to participate in such meetings.

7.7 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 3 three years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

For BUYER

Name of the Officer.

Designation

Office / Department / Branch

Witness

1

2

For BIDDER

Authorized Signatory

Designation

State Bank of India.

Witness

1.

2.

Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.

**LETTER OF AUTHORITY**

Date:

State Bank of India

Dear Sir,

We \_\_\_\_\_ hereby authorize our following two representatives, to participate in all virtual pre-bid opening meeting, technical bid opening meeting, concise presentation and financial price e-bid meeting and for any other correspondence and communication against above bidding document.

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by the aforementioned authorized representatives.

Yours faithfully,

Signature  
Name & Designation  
For and on behalf of

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

Not more than two authorized representatives are permitted to attend aforesaid virtual meetings.

**NO DEVIATION CONFIRMATION**

To,

State Bank of India,

Dear Sir,

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

(SIGNATURE OF AUTHORISED PERSON WITH SEAL)

**Periodic Maintenance Schedule of Vehicle as per Manufacturers Schedule:**

(The details of the periodic maintenance are as per specifications of the manufacturer of the vehicle, bidder has to reproduce the same here.)

**Also to give undertaking that bidder agency / company has tie up arrangement with reputed maintenance agency within 10 km radius of SBI work office of Nariman Point / Bandra Kurla Complex / CBD Belapur.**

Undertaking by the agency / company to have car fuel refilling arrangements within 5 kms. radius of SBI Corporate Center, Nariman Point, Mumbai LHO -Bandra Kurla Complex and GITC Belapur.



Number of back up vehicles available with bidder with details of car model, its year of manufacture, purchase date, as on date of this RFP.

Undertaking as to availability of 24 X 7 dedicated helpline facility. We also undertake that contact number of supervisor / helpline will be duly informed to all user executives to whom our cars are provided.

## TECHNICAL BID EVALUATION MATRIX

| PARAMETER                                                                                                               | SCORING CRITERIA                                                        | MARKS    | MARKS OBTAINED |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|----------|----------------|
| Car given on hire by the agency / company as on date of RFP                                                             | => more than 150                                                        | 20 marks |                |
|                                                                                                                         | => 125 but less than 150                                                | 15 marks |                |
|                                                                                                                         | => 100 but less than 125                                                | 10 marks |                |
| Tie up arrangements with Govt organizations/ PSUs/ reputed public limited cos./ Reputed Pvt. Ltd./ MNCs in last 5 years | More than or equal to 5 Years                                           | 20 marks |                |
|                                                                                                                         | Less than 5 years)                                                      | 10 marks |                |
| Workshop or Tie up arrangements for maintenance of vehicles (distance from workplace)                                   | Owned / Tie up arrangement within 5 kms radius                          | 15 marks |                |
|                                                                                                                         | Owned / Tie up arrangement above 5 kms radius but within 10 kms radius. | 8 marks  |                |
| In line of this activity (existence in this line)                                                                       | => more than 7 years                                                    | 10 marks |                |
|                                                                                                                         | => more than 5 years but less than 7 years                              | 05 marks |                |
|                                                                                                                         | => more than 3 years but less than 5 years                              | 03 marks |                |
| Constitution of the bidder                                                                                              | Company                                                                 | 10 marks |                |
|                                                                                                                         | Partnership                                                             | 07 marks |                |
|                                                                                                                         | Proprietorship                                                          | 03 marks |                |
| Arrangement of back up vehicle in case of need                                                                          | => more than 10                                                         | 10 marks |                |
|                                                                                                                         | => 7 but less than 10                                                   | 05 marks |                |
|                                                                                                                         | => 5 but less than 7                                                    | 03 marks |                |

|                                                                                                                                                                                                                                                                                        |                                                          |                 |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------|--|
| <p>Approach &amp; methodology for proposed hiring arrangements – brief presentation of their USPs, availability and impart of training facilities to Drivers, imbibe of safety measures &amp; road traffic rules, to drivers, ensure driver are conversant with local routes, etc.</p> | <p>Acceptance and vetting by banks committee members</p> | <p>15 marks</p> |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------|--|

Maximum marks: 100

Minimum marks, needs to be scored by the bidder: 60

**Service Level Agreement**  
**(To be executed by successful bidder)**

**AGREEMENT**

This Agreement is made and entered into in Mumbai on the .....between State Bank of India, Estate Department, Madame Cama Road, Mumbai 400 021 and M/s \_\_\_\_\_, which will be effective as on \_\_\_\_\_ on-wards up to \_\_\_\_\_, as per Terms and Conditions mentioned in Annexure 'A' page 86 to 94. Paragraph 1 to 53 attached. We hereby agree to the Terms & Conditions mentioned in Annexure 'A' as enclosed

Name of the Company

Dy. General Manager (Estate)

(Authorised Signatory)

SBI, CC

Add:

Tel No.

**Annexure (A)**  
**of Agreement**

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

1. All the cars for the purpose of monthly Hiring basis should be brand new cars and as per the models approved by the Bank. Brand new cars means and include any car of the specified make / model purchased as first hand on or after 01<sup>st</sup> Nov. 2021, procured and registered under Rent a car permit, RTO Mumbai.
2. The agency/company shall comply with all the rules and regulations relevant to supply and running of Rent a Car permit stipulated by RTO, Mumbai and other Government Authorities. The agency shall comply with all the local/ municipal laws and statutory rules as applicable and will indemnify the Bank against all actions, claims, suits etc. for non-compliance of laws.
3. The agency/company should have an office with telephone facility and contact point for 24 hours and the telephone/mobile numbers of the concerned shall be given to the user official. In addition, the Company/Agency should make dedicated arrangement to ensure that all the cars report on time and are kept clean at the start of duty each morning and a confirmation by SMS is sent to the user executive, every day. Drivers should be medically fit and their antecedents should be verified by the police.
4. The agency / company must pay the drivers as per the minimum wages Act applicable under local laws / State laws / National laws. Since the driver will be the employee of the agencies / company, therefore any rise in the minimum wages has to borne by the agency/company and cannot be charged to the Bank. The agency / company has to take all the future incidental charges into account whilst quote of e-price bid. Driver's fixed monthly salary payable by you to be included in monthly rental hire e bid quote. Bank will pay variable charges as under for both categories of cars hire same for all empanelled agency / company. Overtime will accrue after fixed 12 hours duty, Rs. 100/- per hour, Outstation charges beyond MMRDA limits of Virar / Panvel / Kalyan Rs.950/- per day, Night charges if duty hours exceed between mid-night 00.00 hrs. to 05.00 A.M. Rs.500/- per night, Driver actually called and worked for duty on Sunday / National holiday Rs.500/- per such holiday duty. However, in case of outstation duty only one of either Extra Usage / Outstation / night / holiday duty allowance can be claimed.
5. As the drivers are employees of the agency/company concerned, they should comply with local laws, State regulations / National regulations, and provisions relating to their employment with their agency/company concerned. The Bank will not be liable for their non-compliance.

6. The drivers should have a valid driving license which should be produced by them as and when demanded by the Bank and / or Traffic / Govt. authorities. The driver should be medically fit and should be conversant with the routes and places in Mumbai and around. The renewal of the driving licenses will be the responsibility of the agency/company. The agency/company should have all the relevant personal and family details of the drivers and proper police verification should be done and a copy of the report of all drivers should be submitted to the Bank. In case of reliever driver, the driver should have the proper proof of identification and / or deputation letter from the agency/company.
7. The driver should be provided with uniforms i. e. Black trouser and light blue full sleeves shirt with an emblem or the name of the agency/company on the shirt's pocket, black leather shoes and a reliable mobile connection with mobile data for communication with the user executive and its capital/ recurring cost will be borne by the agency/company. Mobile data is also for GPS faster route navigation on real time basis.
8. Rest room/change room or meals to the drivers will be the responsibility of the agency / company. The drivers will be the employee of the agency/company and Bank will not be responsible for violation of any rules / regulations in this regard. Bank will not be responsible in any way for the driver's injury, disablement, or loss of life due to an accident while on duty.
9. a. The agency/company shall change the driver, if not found suitable or desirable by the official and make immediate arrangements to provide a substitute. If the driver is unable to attend or proceeds on leave for whatsoever reason, the agency shall provide substitute without delay. Needless to mention, all such drivers should also be medically fit and antecedents verified by police and to satisfy any other requirements in respect of the driver mentioned in this document.
10. The working hours of the drivers should be as per the applicable legal provisions. However, the agency/company has to make available the service of the drivers not less than 12 (twelve) hours a day without any extra charges. Overtime will accrue after 12 hours of driver duty. However, in case of duty between 12:00 am to 05:00 am night retention charges to be paid. The duration of 12 hours duration can be in three slots from i.e. from 7 AM to 7 PM, 8 AM to 8 PM and 9 Am to 9 PM or as determined by the Bank uniformly or individually depending upon the convenience of the executive. If duty hours extend between 12 midnight to 05.00 A.M. only night charges Rs. 500 per night duty will be paid. If executive travels out of Mumbai MMRDA area Virar / Kalyan / Panvel, only outstation charges will be paid, for outstation duty only one of allowance will be paid either of Overtime / night duty / outstation / holiday duty. If driver is actually called for duty and worked on Sunday / National holiday, then only Rs. 500 per such holiday duty will be paid.
11. The car must be kept clean and periodically serviced and the car should always be in good condition.

12. The log sheet / parking / toll charges receipts will have to be provided to the bank's executives on daily basis to avoid any misuse / pilferage.
13. Proper reading light should be provided in the car if not already provided by the car manufacturing company.
14. Sunscreen film must be provided in every car to protect from direct sun light within the permissible limits of RTO / Govt. In addition to the film, removable sun flaps to be provided for both rear windows. One full size umbrella also to be kept in car for all seasons.
15. The driver will comply with the orders given by the Liaison officer, Security Officer or any other responsible functionary of the Bank regarding safety and security when the car is in the Bank's premises. The drivers should be in uniform provided by the company/ agency, neatly dressed, courteous and obedient. All the drivers should shave daily and should have a decent haircut.
16. The agency/company should maintain a record of the running of the car on a daily basis which should be authenticated by the user official concerned on the log sheet. The driver should ensure that the log sheet, toll / parking receipts are signed on daily basis. If any of these receipts are not countersigned by the executive, the Bank will not pay those charges. Random checking by Liaison dept. will be carried out on regular basis.
17. In case the car breaks down on the way or found missing from duty, the agency/company will have to pay taxi fare applicable for AC Taxi, till suitable alternative arrangements are made. Substitute replacement requisite vehicle to be provided ASAP. Further the agency/company will arrange another car of similar specification till the car concerned is repaired/replaced.
18. The agency/ company will do suitable periodical maintenance as per car manufacturers recommended schedule to avoid break downs in case of failure to do so, the Bank reserves the right to impose penalty on the agency/company. On repetition of such incident to the extent, Bank may reject the car or terminate the contract of the agency /company. In the event of replacement of the vehicle provided for unavoidable reason the authorized make/model of car should be provided with prior intimation to the official for whom the car is engaged and in consultation with Liaison Department of the Bank. Replacement vehicle shall run on petrol and which is not older than 3 years.
19. Whenever the user official so directs as per Bank's extant rules the car will report to the Liaison Department, Corporate Centre / Mumbai LHO BKC / GITC Belapur and the car will be used in the general pool of the Bank till the validity of such period as desired by the official. The car provided to the Bank will be covered by comprehensive insurance at the cost of the agency. The Bank shall not be responsible for any damage to the car and compensation to anyone in the event of injury/disablement or loss of life as a result of accident.



20. The agency/company shall indemnify the Bank against any damage/ loss out of accident caused by the car. All applicable taxes inclusive of passenger tax, road tax and permit charges etc. will be borne by the agency.
  21. Parking of the car during the office hours will be arranged by the agency/company at their cost within 1 kilometre radius from the Bank. However, Toll tax shall be paid by the agency/company which will be reimbursed by the Bank along with the monthly bills on production of relevant receipts duly authenticated by the user executive. No parking charges will be paid during official hours for parking the car at office / residence. Care to be taken to ensure that sufficient fast tag balance is always available.
  22. The Agency/company will be paid monthly car hiring charges which would include per month cost of the vehicle including maintenance and driver charges, etc.. The fuel charges on mileage basis as per price bid considering actual usage, with toll / parking will be paid as per actual. No minimum run of car is guaranteed by the bank.
  23. The Agency/Company should ensure and confirm to the Bank that all the drivers provided to the Bank on duty are paid salary and benefits due to them as per "Minimum Wages Act" laid down by the Government. Agency / company should submit a certificate after every six months duly certified by CA that minimum wages as per Act are being paid to the drivers. All the drivers should have a SB account in SBI only and the monthly salary of the driver should be credited in the account only. Bank will verify regularly that the drivers are being paid as per minimum wages Act.
  24. Unless intimated otherwise, the present agreement will be initially for a period of 36 months (3 years) which will be reviewed every year and in case the services are found satisfactory, the arrangement may continue for a further period as decided by the Bank at appropriate time.
  25. The Bank reserves the right to terminate this agreement either in part or in full without assigning any reason, by giving 30 days' notice to the agency concerned during the contract period of 36 months (3 years). No compensation whatsoever will be paid by the Bank to the agency on such termination. If the termination for any valid reason happens in the middle of the month, pro rata hire charges shall be payable by the Bank to the agency/company. However before terminating the contract:
    - a. Adequate discussion will be held.
    - b. Sufficient warning and time will be given to explain and improve.
    - c. Even after that if company / agency does not initiate corrective actions or improve, Bank will terminate the contract after giving 30 days' notice.
- The agreement will be terminated without any prior notice if the agency grossly violates any of the terms and conditions of the agreement accepted by the agency at any stage of the contract.

**25. Bank reserve right to surrender excess cars hired under RFP no. LD/2021-22/2 dated-14/11/2021, immediately without giving any notice.**

26. In case the agency / company obtains financial assistance, it shall be preferably from SBI, If it avails loan from any institution, organisation and bank, the Bank will not be responsible/ liable to meet the repayment of loan instalments to the lender. Cars if financed by State Bank of India and later rejected / denied / recalled for any reasons of non-compliance of the terms and conditions of the contract, the provider agency/company will not have any financial claim during the contract period on State Bank of India. The financial repayment responsibility of all such cars if any will solely lie on the agency/company.
27. Physical dent, paints or damage to the car due to any reason during the tenure of the contract should be rectified promptly so as to maintain decent look of the car during the hired period. Failure to comply would enable the Bank to reject such cars for any further period of the Contract.
28. All the cars should be GPS enabled for direction / route map purpose on real time basis. In addition all the cars should be provided with full size floor mats so as to cover the entire carpet, three cushions, mobile charger, side and rear window sun shields, tissue boxes, car perfume and one full size umbrella in every car. Agency / company has to submit monthly GPS reports.
29. The agencies will also appoint dedicated Managers/Supervisors who will visit the sites every day to monitor cars and drivers as surprise check and always available for executives in case any requirement.
30. In case of breakdown of any car or if car is in workshop, the agency will have to provide replacement vehicle of same or higher model, which is not older than 3 years.
31. The empanelled agencies/companies should provide and cater for the entire additional requirement of new cars, during the tenure of the contract from the date of commencement of the tender, on the same rates & terms and conditions, which may be approximately 10% or more of the total order. Also bank reserve right to surrender excess cars under this RFP, by giving 15 days' notice of surrender.
32. Minimum 50% of the allotted cars to be provided by the company/ agency at first Instance i.e. within 30 days of engagement and balance within next 15 days. In other words supply of all the required cars will be completed within a period of 45 days. Failure to commitment of this terms and conditions, would be viewed seriously by the Bank, to the extent that it will be treated as non-compliance of the contract. In case the delay in supplying of the cars is attributable to the Honda and Maruti Company manufacturers, then the Bank may extend the duration, subject to production of suitable letter from the manufacturers, signed by the authorised signatory of the company.
33. Fuel charges will be reimbursed at 10 Km Per Litre. No minimum guarantee is given as to car run kilometers by the bank.

34. The monthly rental is fixed as quoted by L-1 bidder in price e-bid and variable driver charges will be paid by the bank based on actual working and terms of RFP, which will be common for all empanelled agencies. Variable charges will also include fuel charges which will be based on actual run of the car and mileage fixed by the Bank which is 10 kilometer / 1 liter. No minimum kilometers run of car is guaranteed by the bank. The details of fixed and variable charges are given below:

| Sr. No. | Models of the Car                                                        | Fixed Monthly rental | Night Charges between mid-night 00.00 hrs. to 05.00 A.M. | Overtime after 12 hours fixed duty | Outstation* Charges for travel beyond MMRDA Panvel/ Virar/ Kalyan | Sundays /National Holidays |
|---------|--------------------------------------------------------------------------|----------------------|----------------------------------------------------------|------------------------------------|-------------------------------------------------------------------|----------------------------|
| 1.      | Honda City ZX CVT (AT) Petrol Model in Platinum White Pearl Color.       |                      | Rs. 500/- per night                                      | Rs.100/- per hour                  | Rs.950/- per day                                                  | Rs. 500/- per day          |
| 2       | Maruti Ciaz Smart Hybrid Alpha AT Petrol Model, Pearl Snow White Colour. |                      | Rs. 500/- per night                                      | Rs.100/- per hour                  | Rs. 950/- per day                                                 | Rs. 500 per day            |

- For Outstation duty, either of only one allowance is payable either Overtime / Outstation / Night duty allowance / holiday duty allowance.

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

36. The Agency / Company should ensure and confirm to the Bank that all the drivers provided to the Bank on duty are paid salary and other benefits due to them as per "Minimum Wages Act" laid down by the Government. The Agency Company have to submit 6 monthly audit report on minimum salary to drivers as per Act.

37. Unless intimated otherwise, the present agreement will be initially for a period of 3 years w.e.f. \_\_\_\_\_ which will be reviewed every year and in case the services are found satisfactory, the arrangement may continue for a further period of 1 year at the discretion of the Bank. However, the Bank in absence of

any letter of renewal of contract, may terminate the contract at any time, without any notice after the contract comes to an end by efflux of time of 3 years.

38. It will be mandatory to have an account in SBI for all payments related to monthly rentals, variable charges and fuel reimbursements.
39. The car will be required by the executives for 365 days in a year. The car will be parked at the executive's residence in the evening after duty and keys of the car should be deposited with the executive.
40. The new cars to be provided to the Bank executives should be in the name of the bidder agency / company only, procured and registered under rent a car permit of RTO Mumbai. Also the 100 cars specified in the eligibility criteria should also be in the name of the bidder.
41. The entire responsibility of fueling of cars will be that of the agency/company. The agency/company will have to tie up with petrol pumps, which is within radius of 5 kms from work office of SBI i.e. one in south Mumbai, one in nearby to BKC, also near to CBD Belapur. Co-ordinators from the agency/company will have to be earmarked /nominated to monitor the fueling of all the cars on regular basis. Bank executives will not accompany the cars for the purpose of fueling.
42. No Bank executive will drive the hired cars, only in case of exceptional emergency they may drive. They will be driven only by the nominated drivers arranged by your agency/company.
43. All the cars will be allotted to the respective executives by name & designation. Only when the executive goes out on leave and surrenders the car to liaison department, those cars will be used as pool cars for general duties.
44. The cost of all the car add-ons will be borne by the company/agency. The car add-ons required by the Bank will be as follows:
  - Music System
  - GPS navigation system on real time basis to be installed in all cars.
  - Floor Mats
  - Reading Lamp for the rear seat
  - Mobile Charger
  - Leather Seat Covers
  - Perfume/Tissues on regular basis
  - One umbrella
  - Requisite Mobile data to be made available in Driver's mobile phone.
  - Other accessories details are attached on Page No 94 and 95 respectively.

45. The car provided to the Bank will be covered by comprehensive Insurance at the cost of the company. The Bank and user executive will not be responsible for any insurance premium or any damage to the car and compensation to anyone in the event of injury / disablement or loss of life as a result of accident. The company shall indemnify and keep the Bank indemnified against all or any damage / loss out of accident caused by the car.
46. All repairs and maintenance will be the sole responsibility of the agency/ company. The agency / company have to ensure that the cars are periodically maintained and kept in good condition and road worthy.
47. The fuel (Petrol) will be provided by the agency / company. The use of oil or other consumables will also be provided by the agency. The cost of the fuel (Petrol) will be paid separately on monthly basis, as per the actual usage and mileage arrived as per terms of RFP.
48. It will be ensured that the bills will get settled within 30 days from the date of submission of bills. The payment will be made through account with State Bank of India only, for which agency will have to furnish their bank account details.
49. The Bank reserves its right to terminate the Hire agreement for any reason at its absolute discretion including but not limited to the following:
  - a. If the agency / company is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent Jurisdiction.
  - b. If the Agency / Company commit any breach of the terms of this Hire agreement / tender document.
  - c. If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the Agency / Company is convicted by a criminal court on grounds of moral turpitude.
  - d. The Agency / Company is involved in wrongful billing. In addition, hereto wrongful billing shall also result in the Agency / Company being debarred from participating in any other tender of the Bank.
  - e. The engagement is not in the interest of the Bank, or the Bank no more requires any such service.
  - f. Failure to accept surrender of excess car/s by the bank hired under this RFP, after giving due notice of 15 days of surrender by the bank.
50. It is clearly understood by the Agency / Company that if a charge sheet is filed by any competent authority of the Government against the Agency / Company, the Agency / Company is obliged to notify the Bank within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due for service rendered after the date of the filing of the charge sheet.
51. If there is a change in the name of the Agency / Company etc. arising out of:
  - a. merging with some other company or
  - b. collaboration with some other company or

c. for any other reason  
or, if any changes take place in the proprietorship or partnership of the Agency / Company, the Bank should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and Bank may terminate the hire agreement as may be deemed necessary, whatever be the reason of changes, the subject hire agreement would be terminated unless the new company/entity accepts the subject Hire agreement at the same rates, terms and conditions laid down herein. The agency /company shall refund the excess money paid by the agency / company for the term for which the agreement / arrangement has run.

If the Agency/ Company violates any of the terms of the service or the Agreement, the Bank at its sole discretion may invoke the performance guarantee submitted/to be submitted by the Agency/ Company. Failure of the Agency/ Company to renew the Guarantee before its expiry may also be a sufficient reason for the Bank to invoke the Guarantee.

52. The car to be sanitized on weekly basis, hand sanitizer bottle to be kept in car, and driver shall always wear mask whilst on duty, driver full vaccination both dose to be given on priority. Any additional recommendation issued by the government during the current pandemic/endemic has to be followed by driver for his own safety and also for the safety of the executive and his/her family.

53. The tender documents to form part and parcel of this agreement

Name & Signature of the Authorized

Dy. General Manager (Estate)

Signatory

State Bank of India

Seal of the agency / company

| <b>Honda City ZX CVT (AT) Petrol-Platinum White Pearl Colour</b> |                        |
|------------------------------------------------------------------|------------------------|
| <b>Sl.No</b>                                                     | <b>Description</b>     |
| 1                                                                | Coat Hanger With Foam  |
| 2                                                                | Tyre Inflator          |
| 3                                                                | Emergency Hammer       |
| 4                                                                | Micro Fibre Cloth      |
| 5                                                                | Mobile Charger         |
| 6                                                                | Car Perfume            |
| 7                                                                | Back Seat Organizer    |
| 8                                                                | Cushion                |
| 9                                                                | Floor Mat              |
| 10                                                               | Tissue Case (Box)      |
| 11                                                               | Car Cover              |
| 12                                                               | Reading Lamp           |
| 13                                                               | Floor Mat              |
| 14                                                               | Utility Package        |
| 15                                                               | Door Visor with Chrome |
| 16                                                               | Jumper Cable           |

| <b>Maruti Ciaz Hybrid Alpha (AT) Petrol - Pearl Snow White Colour</b> |                                         |
|-----------------------------------------------------------------------|-----------------------------------------|
| <b>Sl.No</b>                                                          | <b>Description</b>                      |
| 1                                                                     | Alloy Set [4pcs]                        |
| 2                                                                     | Suzuki Connect [TCU/ Hardware/ Subcrip] |
| 3                                                                     | COCKPIT HEADREST                        |
| 4                                                                     | INTERIOR STYLING KIT NEW CIAZ           |
| 5                                                                     | WINDOW SUN SHADE CIAZ                   |
| 6                                                                     | CAR IONISER [Air Purifier]              |
| 7                                                                     | AUTO TRUNK OPENER                       |
| 8                                                                     | DSG ILLUIMNATED CIAZ                    |
| 9                                                                     | Body Side Moulding Set Ciaz             |
| 10                                                                    | MAT PRM CARPETCIAZ                      |
| 11                                                                    | DOOR VISOR CHROME INSERT                |
| 12                                                                    | REAR GLASS SPOILER SNOW WHITE           |
| 13                                                                    | 3D DICKEY MAT CIAZ                      |
| 14                                                                    | AIR INFLATOR - DIGITAL                  |
| 15                                                                    | HIGH PERFORMANCE VACUUM CLEANER         |
| 16                                                                    | NEXA Beige Cushions (2 Qty)             |
| 17                                                                    | Fast Mobile Charger                     |
| 18                                                                    | AC FILTER,ANTI PM2.5                    |
| 19                                                                    | TRUNK ORGANIZER                         |
| 20                                                                    | BACK SEAT ORGANISER                     |
| 21                                                                    | BACK DOOR GARNISH CIAZ                  |
| 22                                                                    | Reading Lamp                            |
| 23                                                                    | PRF NEXA- WHITE BERGAMOT                |
| 24                                                                    | COAT HANGER WITH FOAM                   |
| 25                                                                    | Tissue Case (Box Type/Beige)            |
| 26                                                                    | NUMBER PLATE GARNISH                    |
| 27                                                                    | GARNISH,TRUNK LID                       |
| 28                                                                    | DOOR EDGE GURD- METALIC FINISH          |