

STATE BANK OF INDIA
Regional Office-05 West Hanumangarh
Lal Chowk Hanumangarh junction
Hanumangarh- 335512

TENDER NOTICE RBO-5/2023-24/1

INVITATION OF BIDS FOR HIRING TAXI/MOTOR VEHICLES

START DATE: -16.03.2024

CLOSE DATE:-27.03.2024

Applications are invited on the prescribed format from reputed agencies / contractors engaged in the business Transport, for hiring various models of fuel-efficient Public Service Vehicles (Taxi) (Air Conditioned) with required State Permits/Licenses for use within Rajasthan on monthly hiring basis for State Bank of India, Regional Business Office – 5, West Hanumangarh under Two-Bid system i.e. Technical Bid and Financial Bid. Interested persons fulfilling the minimum eligibility criteria may apply in prescribed format.

The Bank require 1 Taxi (Model – Hyundai, Verna or Similar) with driver on regular basis Vehicles as & when required basis. The Contract with the Transporters shall be valid for a period of 3 (Three) years.

The Vehicle will be on the monthly basis as described in the Tender documents for the specified model/variant only. The Bidders are required to quote most competitive for providing vehicle (L1 shall be the offer for each type of vehicle in respect of which rate is quoted.) The price bids of Bidders who qualify in technical bids shall only be opened. The parties should send their bids, in the format which can be obtained by downloaded from the Bank's website procurement news <https://www.sbi.co.in> under “procurement- news”. The Bidders are requested to read carefully and understand the terms and conditions before submitting the bid and if any query

Details of the tender are given below:

1.	Name of work	For hiring of 1 Taxi (Model – Hyundai, verna or Similar) with driver on monthly basis for State Bank of India, Regional Office-05 West Hanumangarh
2.	Processing fee of Tender	Non-Refundable amount of Rs. 1,000 (One thousand only) in the form of Demand draft/Banker's Cheque only issued by Schedule/Nationalized Bank drawn in favour of State Bank of India, payable at Hanumangarh to be enclosed in the sealed enveloped as a part of technical Bids. (The bidder who are registered with MSME is exempted)
3.	Security Deposit	Rs.50,000/- (Fifty Thousand only) in the form Bank's STDR in favour of Assistant General manager, SBI, RBO-5 West Hanumangarh ,within 7 day of date of award of contract.
4.	Last date and time of receipt of tender	27.03.2024 3:30 PM
5.	Address at which the bids are to be submitted	By registered post & acknowledgement to Assistant General Manager, Regional Office-05 West Hanumangarh Lal Chowk Hanumangarh junction, Hanumangarh- 335512 as to reach not later than 1530 hrs on dated 10.04.2024 or personally delivered in tender box kept in the office of State bank of India , Regional Office-05 West Hanumangarh Lal Chowk Hanumangarh junction, Hanumangarh- 335512 as to reach not later than 1530 hrs on dated 10.04.2024.
6.	Date and time of opening of Bids (Technical Bid)	13:00 PM on dated: 28.03.2024. (Tentative) Date and time of the opening of the financial bid will be announced at the time of opening of the Technical bids.

7.	Place of opening of tenders	Office of Assistant General Manager, Regional Office-05 West Hanumangarh Lal Chowk Hanumangarh junction, Hanumangarh-335512
8.	Validity of offer	3(Three) months from the date of last submission
9.	Technical Bid	Annexure I
10.	Financial/Price Bid	Annexure II
11.	Undertaking and declaration	Annexure III
12.	Letter of authorisation for attending bid opening	Annexure IV
13.	Pre-bid query	Vendor shall raise any query at e-mail Id cmoprs5.zobik@sbi.co.in before 22.03.2024
In Case the date of opening/closing of the bids is declared a holiday in Rajasthan, the bid will be opened/closed on the next working day at the same time. Bank has the right to accept / reject any/all bid without assigning any reasons. The bank also reserve its right to reject any bid which, in the opinion of the bank, is too low or unrealistic for the effectively carrying out the obligations required under the terms and conditions of the tender.		
Place: Hanumangarh Assistant General Manager State Bank of India RBO-5 West Hanumangarh Lal Chowk Hanumangarh Jn. - 335512		

DISCLAIMER

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

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

Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender documents. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

TENDER INVITATION

STATE BANK OF INDIA, a body corporate, constituted under the State Bank of India Act, 1955, is a Premier Banking Institution with large network of branches in the county. SBI for its Regional Office – 5 West Hanumangarh centre, desires the Bids from Individuals/Sole Proprietors/Agencies/Firms/Companies engaged in the business of Transporters for hiring of Hyundai, Verna or similar Model vehicles) with required State and National Permits/Licenses for use within and outside Rajasthan on monthly hiring basis.

2. GUIDELINES FOR SUBMISSION OF TENDER INVITATION

- a. One Tenderer submit only one tender.
- b. Each page of Tender Document shall be signed by the Authorized Signatory.
- c. The tender will be processed under Two-Bid Tender System. Therefore, separate TECHNICAL and FINANCIAL BIDS are to be submitted as per the following procedure.

TECHNICAL BID

Technical Bid as per Annexure-I should be furnished in Envelope “A”. This shall include details of services being provided and various other terms & conditions. Details of documents asked for should also be enclosed with the Technical Bid. (Price and other financial details must not be included in the technical bid.)

FINANCIAL/PRICE BID

Financial Bid as per Annexure-II should be furnished in Envelope 'B'.

No other format will be accepted. Both envelopes should be sealed and kept in another **Envelope 'C'** and sealed.

Technical Bids shall be opened first and subsequently, on scrutiny of Technical parameters, the Financial Bid of only technically qualified Bidders will be opened.

Bidder should furnish **Non-Refundable amount of Rs.1,000** (One thousand only) in the form of **Demand draft/Banker's Cheque** only issued by Schedule/Nationalized Bank drawn in favour of **State Bank of India, payable at Hanumangarh** to be enclosed in the sealed enveloped as a part of technical Bids. (The bidder who are registered with MSME is exempted).

The contractor to whom, the contract will be awarded, shall have to deposit a sum of Rs.50000/- in the form of STDR favouring SBI, RBO-5 West Hanumangarh as security deposit for the period of contract within 7 days from the date of award of work. The security Deposit will be refunded only on the completion of the contract. Failure of the bidder to submit the above-mentioned security deposit shall constitute sufficient grounds for the annulment of the contract awarded. If the successful bidder fails, in course of the contract period to comply with the terms and condition of the Agreement/Contract, the security deposit be forfeited in full or in part as decided by the Competent Authority. The security deposit will not carry any additional interest and will be refunded only on completion of the contract. The security Deposit will be refunded within a month of expiry or termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank.

The individual signing the tender form or any document forming part of the tender on behalf of Company/partnership firm shall be responsible to produce an authenticated copy of the resolution passed by the company or Power of Attorney duly executed in his favour stating that he has the authority to bind other such persons of the firm/company, as the case may be, in all matters pertaining to the tender. If the person so signing fails to provide the said copy of resolution passed or Power of Attorney, the Bank without prejudice to other civil and criminal may have registered or unregistered Partnership firm, all the partners should sign the tender. Bids without Processing fee for tender will be treated as invalid. Bids with defective financial instruments shall be treated as invalid.

d. Last Date

Bidders must ensure that the duly signed and filled Bids enclosing all the required/stipulated documents is posted by Registered Post & Acknowledgement duly **Assistant General Manager, Regional Office-05 West Hanumangarh Lal Chowk Hanumangarh junction, Hanumangarh- 335512** or personally delivered in Tender Box kept at this Office of **Assistant General Manager, Regional Office-05 West Hanumangarh Lal Chowk Hanumangarh junction, Hanumangarh- 335512** well within time so as to reach the Bank not later than **1530 Hrs. on 27.03.2024**. Bids received after the due date and time shall be rejected and returned to the Bidder by the Bank and no correspondence will be entertained in this regards.

e. Date of opening

The technical bid will be opened, in the presence of participating bidders or their representative duly authorized in writing, on **28.03.2024 at 1300 Hrs.** at office of **Assistant General Manager, Regional Office-05 West Hanumangarh Lal Chowk Hanumangarh junction, Hanumangarh- 335512**. Date and time of opening of **financial bid** will be announced at the time of opening of Technical bids.

f. Bids should be addressed to :

**Assistant General Manager,
Regional Office-05 West Hanumangarh
Lal Chowk Hanumangarh junction,
Hanumangarh- 335512**

g. Bidders are advised to read and understand the complete scope / value and volume of the work involved before submitting their bids. No Clarifications shall be entertained after submitting the bids.

h. Bidders are advised in their own interest to study the terms and conditions of the tender carefully and only then submit bids accordingly. Any tender/quotation received against this tender shall be governed by the terms and conditions indicated in the tender document and the Bidders quoting against this tender shall be deemed to have read, understood and accepted the same.

i. Price and Validity

i) The Rates must be quoted as detailed in **Annexure-II** covering the entire activity as per the scope of the contract. Rates shall be inclusive of all duties, rates, charges, insurance COSG etc., as applicable. However, GST, as applicable, shall be paid additionally after receipt of valid GST, as applicable, registration certificate from the contractor and proof of payment of tax whenever the same have been paid and claimed. All applicable Toll tax, State taxes, etc. for crossing borders or parking charges shall be borne by the Bank for which original receipts are required to be submitted duly authenticated by the Bank's staff.

ii) Rates agreed upon shall remain same throughout the period of Contract.

j. The discount, if any, should be straight and simple. No, conditional discount will be given weightage for comparison purpose. However, the Bank may avail it to its benefit.

k. Offer quoted should be valid minimum for a period of Two years from the date of opening of Technical Bid.

l. i) The terms of contract shall be valid for a period of 3 (Three) years.

ii) After expiry of the above prescribed period of 3 years the Bank reserves the right to extend the period on the same terms and conditions if it so desires at its discretion subject to the mutual agreement between the parties, for a period not more than one year.

m. The vehicles having commercial registration only will be hired.

n. The finalization and declaration of the final L-1 will be subject to the approval of the competent authority i.e. the committee of the Bank.

3. MINIMUM ELIGIBILITY CONDITIONS

- a. The Bidder should be a registered and well established transport operator (Proof of registration as Individuals/Sole Proprietors/Agencies/Firms/Companies to be enclosed)
- b. The Bidder should have registered as a commercial establishment under Shop & Commercial Establishment Act of the State (Rajasthan) where the Office/ Establishment of bidder is situated.
- c. The bidders should not have been blacklisted by any Ministry/Department/Bank/Organization ETC. The tendering bidders shall have to submit notarized affidavit on a stamp paper of appropriate value of this effect that they have not been blacklisted or their business dealing with the Government Ministries/Department have not been banned.
- d. The agency should be in similar business. The Bidder must have a valid PAN and GST number.
- f. The motor vehicle to be hired by the Bank should be registered and licensed in the name of the Bidder only.
- g. The age of vehicle in the monthly basis must be brand new 2023 Model.
- h. The tenderer shall have its office and set-up at Rajasthan, (Branch office preferable at Hanumangarh) for effective co-ordination.
- i. The contractor must undertake to pay minimum rates of wages to the drivers as per the relevant orders of Govt. of India.
- j. The absence of any of the above-mentioned document/s in technical bid should result in the rejection of the entire tender.

4. REQUIREMENTS

I. Vehicles on Monthly hiring basis.

- (a) The order will be awarded to the bidder whose bid is found the lowest.
- (b) The Bidder shall provide vehicles of **2023 model** only. The car must be available at the bank disposal for the duration of the contract.

The Bidder shall provide/quote the rates for the vehicles of the type mentioned in the Financial Bid. The colour of the vehicles as decide by bank.

II. Start of Duty

The Successful Bidder to whom the contract may be awarded shall commence his services within seven (7) days from the date of award of contract. Place of Reporting and completion of duty for monthly Taxis for the purpose of calculation of mileage shall be the place of start of duty. It may be changed from time to time and due intimation will be given whenever a change is decided by the Bank. No dead mileage will be paid for by the Bank for reporting/return of vehicles to or from place of duty i.e., the Bank shall not pay for the kilometres covered from Bidder's garage to/from any of the above reporting points.

- a) The vehicles should be available to the Bank round the clock on all days during the period of contract invariably.
- b) The Vehicles should be affixed with the Bank's logo/ Name plates. The vehicles shall be at the disposal of the Bank and shall not be used for any other duty/ purpose.
- c) **Minimum run** — The bank shall guarantee a minimum run of 2500 KMs per month as duty for which monthly agreed rate(s) shall be paid. Beyond this only extra charges for the kilometres shall be applicable. The kilometres will be calculated on cumulative basis at the end of the month.
- d) **Extra Hours** - The Bank will pay for any extra hours beyond 12 hours' duty in a day as per the rates for extra hour. However, any overtime beyond 12 hours' duty, if any, payable to the Driver shall be the responsibility of the Bidder/transporter.
- e) These vehicles, whenever required, can be taken outside Rajasthan and shall be utilized without extra payments on account of overtime or special Kilometre rate, any overtime payable to the Driver shall be the

responsibility of the Bidder. The Bidder should also indicate separately the halting allowance payable to the driver for the day, if the driver remains outside Hanumangarh. It shall be paid on per night basis only.

- f) Calculation of the Kilometres used and hours of utilization will be reckoned only from the Bank house i.e. starting point of duty as decided by the Bank.
- g) No change of vehicle/driver will be allowed without the prior permission of the Bank. Contact shall be awarded for specific type of vehicle/s to be deployed with the Bank.
- h) In case of any additional requirement of vehicles during the contract period, the same have to be provided at the contractual rates only.
- i) The Bidder and the drivers shall have mobile phones with active cell numbers to enable the Bank to contact them at any time and place. The motor vehicles hired on monthly basis are required to report for duty at their designated reporting places at the time intimated by the Bank's authorized officer.

Types of Vehicles required

The vehicles should have Air-Conditioned (AC) and Heating System.

Vehicle Required (Regular basis)	Hyundai, Verna or similar Model
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5. INDEMNITY & LIABILITY

- (a) The Bidder agrees to indemnify the Bank against all losses or claims in respect of any or all statutory / financial obligations arising out of my negligence or misconduct on the part of the driver/contractor howsoever and in whatsoever manner caused to the Bank. The Bank will not enter into any litigation whatsoever under any circumstances in respect of afore-stated statutory / financial obligations. Any litigation if so warranted compelled will be conducted and pursued by the Bank at the cost of the Bidder only.
- (b) The Bank shall be liable only for paying hiring charges. The Bidder shall be responsible and answerable for all claims from third parties including the employees of the Bank in the event of any accident or injury, death, loss or damage leading to / involving any liability caused by the Bidder or its driver/s or employees. The drivers will be the employees/workmen of the Bidder. The Bank will have no master servant relationship with the driver. The relation of bidders and the Bank is principal-to-principal basis. If during the contract period, any loss or damage to property or life, death due to accident etc., is caused either to the passenger, driver or any other third party, the Bank shall not be responsible for the same.
- (c) In case the staff / drivers of the Bidder suffer/s any injuries / damages or meet with an accident in the Bank premises or outside the Bank premises, while driving the vehicle or otherwise, the entire cost of compensation should be borne by the Bidder.
- (d) The vehicles must be covered with comprehensive insurance policy against every conceivable liability, Road taxes, state / licenses etc , and the Bidder must comply with all the statutory obligations in of the driver and the vehicle more specifically those contained in the Motor Vehicles Act from time to time and at all times. proof of such compliance will have to be furnished to the Bank at half yearly intervals.
- (e) The Bidder shall comply with the Rules / regulations under Motor Vehicle Act or any applicable Law and also prescribed by the Rajasthan Transport Authority for running the vehicles in addition to the respective state Authorities where the Vehicle's is / are used by the Bank or its Executives.
- (f) The Bidder should be able to replace the vehicles that are not road worthy or not having, valid documents.
- (g) Periodical maintenance of the vehicles shall be done by the Bidder at its own cost and expenses. During the period of maintenance, the Bidder shall provide suitable standby vehicle of same make and model, which again shall be in good condition and road worthy and safe in all respects.
- (h) The vehicle shall always carry mandatory spares viz, tool kit, fuses, tyre, spark plugs, fan belts & First Aid Box, etc.
- (i) All claims and incidental expenses towards repairs, servicing the vehicle etc. shall be borne by the Bidder.
- (j) The Bidder shall be responsible for all legal compliances prescribed by Government of India and the State Governments concerned which shall among others include law relating to Income Tax, Accidents, ESI,

EPF, Insurance, Contract Labour (Abolition & Regulation) Act, Industrial Disputes Act, Workmen Compensation Act, Payment of Wages Act, Minimum Wages Act etc. Bidder along with the Motor Vehicle Insurance Premium etc. shall submit proof of payment of statutory dues. Any breach of the applicable laws, rules and regulations would entitle the Bank to cancel the contract.

- (k) Payment to the Bidder will be based upon the logbook maintained by the driver. It is, therefore, necessary that the logbook is / be signed by the Bank's user staff using the vehicle on a daily basis. The logbook will also contain complaints and poor services noticed by the Bank's user staff. In case of deficiency of services / complaints, the Bank may impose suitable costs / damages to be deducted from the monthly bill of the Bidder. The decision of Bank will be final and binding on the bidder.
- (l) The security deposit of the successful Bidder shall remain deposited with the Bank during the period of contract which can be forfeited in case Bidders violates the terms and conditions of tender during this period and will not carry any interest.

6. PENALTIES

While all contractual obligations will be strictly being observed, and enforced, deductions will however be made for poor or unsatisfactory services, such as;

- (a) In case of vehicles older than the model specified, penalty at the rate of one day's vehicle rent will be levied per day.
- (b) In case the meter is found faulty/tempered on check, penalty of Rs. 2000/- shall be levied and the vehicle shall be replaced by another vehicle. The vehicle of which meter was found faulty shall not be taken back on duty.
- (c) Late reporting for duty beyond 30 minutes will be fined of Rs.500/-. In case, no alternate vehicle is arranged within half-hour, the cost incurred by the Bank for using Taxi for the service will be borne by the contractor/ Bidder.
- (d) Where a vehicle has not been provided for the whole day despite requisition thereof, a penalty at the rate of a day's vehicle rent shall be levied along with reimbursement cost of hiring a replacement vehicle.
- (e) The Bank reserves the right of imposing the above penalties and the amount of Such penalties shall be deducted from the monthly bills of the Bidder or the Security deposit kept with the Bank as the case may be.
- (f) Wherever the Bidder or his driver / employee/s, after the award of the contract, is / are found indulging in fraudulent acts and dishonest practices like fake duty slips, overwriting to increase the kilometres and hours and similar kind of wrong practices by the Bidder/driver, the contract shall be liable to be cancelled by the Bank with immediate effect and security deposit shall be forfeited.

7. No enhancement would be allowed on account of any reason, whatsoever, including increase in the fuel prices during the period of contract.

8. OTHER TERMS AND CONDITIONS

- 1. The Bank, shall review the performance of the Bidder on a monthly basis. Where the performance is not satisfactory or where damage to the Bank's property is caused by / at the instance of the Bidder's driver / staff or where requisite vehicles were not engaged / provided during any month as evident from the logbook or where Vehicles, agreed to be brought / maintained by the Bidder as per requirement under the contract, are not provided, or where the Bidder or his driver/s indulged in fraudulent activities then without prejudice to the Bank's other rights, powers and remedies under this contract, appropriate deductions will be made as per the assessment made by the Head of the Liaison Department and the same shall be binding and final and no further representation will be entertained by the Bank.
- 2. The attached vehicles may be withdrawn by the Bidder for maximum two days in a particular month .

for carrying out maintenance and servicing etc. but only on replacement of the same by a substitute vehicle and with prior intimation to the bank.

- 3. The Bank reserves the right to change the specifications / requirements at any stage before concluding the Tender but after giving due intimation to the Bidders.
- 4. The Bank reserves the right to terminate the contract by giving 15 days' notice and without assigning any reason whatsoever.
- 5. Bids should be complete in all respects and incomplete bids will be summarily rejected. The Bank will not entertain any correspondence in this regard.

6. Canvassing in any form entails disqualification from further consideration.
7. Any Bidder found influencing or intimidating other Bidders / Tender process is and will be liable to / for disqualification.
8. The Bank's decision in respect of any dispute arising out of the hiring of vehicle services shall be final and binding on the Bidder or his driver/s.
9. The Bidder shall procure and arrange at his expense all necessary permits, certificates and licenses required under; any or all applicable laws, regulations, ordinances and other rules in effect at the place where any service's is / are to be performed, and the Bidder further agrees to hold and keep the Bank indemnified from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.
10. The contract shall be governed, interpreted and enforced in accordance with law of India and Courts at shall alone have exclusive jurisdiction.
11. The Bidder shall not at any time sub-contract or assign in whole or in part its obligations, liabilities, privileges, benefits and rights in or under this contact for any purpose and to any intent in favour of any third party without prior consent of the Bank.
12. Bank is fully free and is entirely at liberty to choose any vehicle of prescribed make or model from the successful Bidder Is of Bank's choice at the Bank's sole discretion.
13. Vehicles hired on monthly basis the payments to the successful Bidder/s shall be made by the Bank only in monthly intervals on production of the logbook/trip sheets/duty registers etc. duly signed by the officer who hired or used the vehicle. No advance payment shall be made under any circumstances. The Drivers shall demand no such amounts from the Bank Officers/ Users towards fuel or repair charges during the journey. The Bills / claims shall be made strictly as per the rates quoted in the Price Bid.
14. In case of Monthly hired vehicles:
 - a) Additional amount of Rs. 300/- per day will be paid to the transporter for drivers working on SUNDAYS and three National holidays i.e. Republic Day (26th January), Independence Day (15 August) and Gandhi Jayanti (2nd Oct.). The payment of such amount shall be the responsibility of the Bidder /transporter.
 - b) In case the services are availed beyond 12 hrs, an additional sum of Rs 50/- per hour subject to maximum of Rs.150/- shall be payable.

In case of Night/ outstations duty:

- a) Out station duty charges of Rs.250/- per day will be paid to the transporter. No payment will be made for extra hours when vehicle will be outstation duty.
 - (b) 250 Kilometres limit per day for outstation duty for outstation tour will not be applicable. Only 12 hours duty will be reckoned for the purpose of payment per day.
15. The driver engaged shall be fully trained and adequately experienced drivers. They should be medically fit in all respects. They should be free from infectious diseases.
 16. The successful Bidder/s should ensure that the drivers observe cleanliness and wear clean and neat and proper uniform with their names printed on plastic cards/badges.
 17. The drivers should be of proven integrity, courteous, polite and prompt while rendering the services. They should be free from road rage.
 18. The Bidder shall always ensure that the hours of work and other service conditions of employment of his / its drivers are in accordance with all applicable laws and rules including Contract Labour (Abolition & Regulation) Act 1970. All liabilities and penalties arising out of violation of any of the laws, rules and regulations shall only be borne by the Bidder/s.
 19. The Bidder or the drivers shall not use or occupy any area/ premises/building of the Bank . for any purpose/s other than for parking the vehicles.
 20. The Bidder/s and his driver/s shall always keep and maintain the information that may come to their knowledge or information about the officials, or the conversations, documents, addresses, places of visits

etc. strictly in confidence and confidential and they are duty bound not to disclose such information to any person or persons without the prior permission had in writing from the concerned officer and the Bank.

21. The Bidder shall ensure that only qualified, experienced drivers possessing valid commercial driving licenses are deputed to or be on duty, who undertakes full responsibility of safety and security of Bank's staff, by ensuring safe driving. All drivers reporting to the Bank must have their police verification and necessary License, Certified copy/ies of which should be submitted to the AGM RBO-5 West Hanumangarh.
22. The Bidder should be able to replace the drivers who are found, absent from duty, or found indulging in misbehaviour, missing trips/ outstation visits,, misusing the log sheets, refusing to do duty, etc.
23. The Bidder shall engage drivers who have required awareness of the area.
24. The Bank reserves, the right to reject or accept or cancel partly or in full any or tenders without assigning any reason whatsoever. The decision of the Bank in regard is final and binding on the Bidders.
25. **The successful Bidder may be required to execute an Agreement with the Bank.**

9. TERMINATION

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

(i) The Bank may, without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by fifteen (15) days' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such service and the Contract shall be deemed to have been terminated for all purposes on the expiry of the fifteenth (15) day from the date of receipt of the notice. ii) Other Grounds for Termination: The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice without assigning any reason and without payment of any compensation, in the following cases: -

- a) The bidder 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 any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the bidder is convicted by a criminal court on grounds of moral turpitude.
- c) For any reason, whatsoever, the bidder becomes disentitled in law to perform his obligations under this agreement.
- d) The Bidder is involved in wrongful billing. In addition, hereto wrongful billing shall also result in the organization being debarred from participating in any other tender of the Bank.

10. Validity of Tender

Tenders shall remain valid and open for acceptance for a period of 3 (three) months from the last date of submission of Bid. If the bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank.

Place :

Date :

SIGNATURE OF OWNER / DIRECTOR
AUTHORISED SIGNATORY
Official Seal / Stamp