

OFFICE ADMINISTRATION DEPARTMENT STATE BANK OF INDIA LOCAL HEAD OFFICE BANK STREET, KOTI HYDERABAD 500 001

TENDER FOR INVITATION OF APPLICATION FOR EMPANELMENT OF CAR RENTAL AGENCIES/COMPANIES FOR PROVIDING CARS ON MONTHLY RENTAL BASIS FOR THE BANK'S EXECUTIVES/OFFICERS WORKING IN OFFICES LOCATED IN HYDERABAD & ACROSS TELANGANA STATE

NIT No. OAD/2023-24/001 Dated: 25.09.2023

Important Dates:

Opening date of Tender Documents (Date of download of	
tender document from Bank's web site)	26.09.2023 at 10.00 AM
Date of Pre-application meeting at 1 st Floor, Conference	
Hall, SBI, LHO, Koti, Bank Street, Hyderabad	03.10.2023 at 3 PM
Last date for submission of Tender Documents	16.10.2023 at 5 PM
Date of opening of Applications	16.10.2023 at 5.30 PM

Address for Communication:

State Bank of India, Office Administration Department (2nd Floor) Local Head Office, Bank Street, Koti, Hyderabad -500 001.

Landline NO. 040- 23466631 Mail id: agmoad.lhohyd@sbi.co.in

INVITATION OF APPLICATION

State Bank of India at its Local Head Office, Bank Street, Koti, Hyderabad invites applications from agencies /companies for providing cars on monthly rental basis (Purchased as firsthand on or after 01/09/2023) with 'RENT A CAR' permit (with Black number plates) for use by the Bank's Top Executives of LHO Hyderabad (including Visiting Officials) and also at its Offices located across Telangana State

2. The number of cars required by the Bank on monthly rental basis will be at Bank's discretion and as per requirement of the Bank.

3.Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.

4. Bank reserves the right to change the dates mentioned in this Tender document, which will be published as Corrigendum in Bank's website only.

5. The information provided by the applicants 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 published as Corrigendum in Bank's website only and such amendments will be binding on them.

DISCLAIMER

The information contained in this Tender document or information provided subsequently to Applicant(s) or applicant(s) whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Applicant(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 is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of application. The purpose of this Tender invitation is to provide the Applicant(s) with information to assist the formulation of their proposals. This Tender invitation does not claim to contain all the information each Applicant may require. Each Applicant should conduct his/her/its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and obtain independent advice wherever necessary. 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 Applicant.

MAKE AND MODELS OF THE CAR REQUIRED BY THE BANK

S. No.	Make & Model	Colour
1.	Honda City or any other equivalent make (below 1800 cc)	White Colour
2.	Maruti Swift Dzire (Petrol)	White Colour
3	Any other car of make & model as and when required	

All the cars to be provided will be brand new cars (Purchased as firsthand on or after 01/09/2023) as per the car models specified & colours specified above.

ELIGIBILITY CRITERIA:

- 1. The applicant should not have been blacklisted by any Govt. / PSU / Banks / Any Organization for corrupt or fraudulent practices or non-delivery or non-performance during the last three years as on the date of issuance of tender.
- 2. Disclaimer certificate / undertaking in this regard needs to be submitted on company's letter head by the agencies / companies.
- 3. Any effort on the part of applicant to influence application evaluation process or award of contract may result in the rejection of the application.
- 4. The Agency / Company should be duly registered under the Shops & Establishments Act and/or any other applicable laws and conform to all such rules of RTO & policies / rules of the Telangana State Government.
- 5. The Agency / Company should be registered for the purpose of GST as applicable.
- 6. The Agency / Company should be an assesse of Income Tax and should have valid PAN number.

- 7. The Agency / Company should be in business of car rental services for the **last 3 years** ending 31.08.2023. The relevant supporting documents should be submitted.
- 8. The firm should have successfully rendered excellent Car rental services with supply of cars as mentioned hereunder for Central Govt/State Govt/Public Sector Oil Companies/ RBI /Public Sector Banks in Hyderabad/ Secunderabad during the past 3 years ending 31.08.2023 shall alone apply fulfilling the following criteria.
 - a. **One** similar car rental services contract with not less than **8 cars** in each contract or cumulative no's in an organization continuously at least for one year.

(or)

b. **Two** similar car rental services contract with not less than **5 cars** in each contract or cumulative no's in an organization continuously at least for one year.

(or)

c. **Three** similar car rental services contract with not less than **4 cars** in each contract or cumulative no's in an organization continuously at least for one year.

(Note: Similar services shall mean the Car rental services as defined in the scope of services)

- 9. The income from car rental should not be less than 10.37 lakhs as per any two audited balance sheets of the last three financial years viz. 2020-21,2021-22&Provisional Balance Sheet for 2022-23 duly signed by company's / agency's statutory auditor (If IT filing not done for FY22-23) also needs to be submitted.
- 10. The Agency/Company should have its Head Office in Hyderabad.
- 11. Availability of dedicated 24 * 7 helpline facility needs to be ensured. (Agency/ Company need to give undertaking in this regard and submit it along with other documents.)
- **12. The Agency / Company shall be in readiness** for providing cars on monthly rental basis for use by its Top Executives working at LHO Hyderabad (including Visiting Officials) and also at its Offices located across Telangana.

(The applicants shall be disqualified if any of these criteria are not fulfilled or the documents submitted are found to be false or insufficient. Bank reserves the rights to modify or amend the eligibility criteria. The Bank's decision will be final & binding in this regard).

APPLICATION VALIDITY

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

DOCUMENTS COMPRISING THE APPLICATION

Application shall be submitted in sealed envelope with following documents,

- 1. Covering letter on agency's / company's letter head as per the format for application submission form.
- 2. Disclaimer Certificate from the agency that they have not been blacklisted / debarred.
- Agency's / Company's general details /information, as per format Part-1 / F-I.
- 4. Letter of authority in favour of any one or two agency's executives conferring authority to attend the application opening on specified date and venue as per format Part 1 / F-II.
- 5. Documents relating to agency's eligibility criteria Part 1/ F-III.
- 6. Confirmation of no deviation as per format Part 1/ F-IV.
- 7. Periodic maintenance schedule of vehicle as per manufacturer's schedule Part 1 /F-V.

EVALUATION CRITERIA FOR DETERMINATION OF TENDER

The applications will be examined by the Bank to determine whether they are complete and other details / documents have been furnished / submitted. Application determined as not substantially responsive will be rejected. The Bank may at its discretion waive any minor non-conformity or irregularity in application 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.

Stages of Tendering Process:

- a) All Applications received will be evaluated on the basis of aforesaid eligibility criteria and eligible Car Rental Agencies/ Companies will be finalized for empanelment.
- b) The empanelled Car Rental Agencies / Companies will be called for submitting online Price Bids.
- c) The empaneled Agencies / Companies shall obtain digital key and enroll themselves with <u>Bank's authorized e-Tender Portal Agency</u> i.e., M/s eprocurement Technologies Ltd and should be conversant with the online price bid submission thereof.
- d) The price bids will be invited through Bank's Authorized e-Tender Portal Agency
 M/s *e-procurement Technologies Ltd* through their portal, i.e. *www.etender.sbi* from those empaneled agencies / companies only, for submitting price bids.
- e) No other mode of Price Bid submissions shall be entertained by the Bank except abovementioned process.
- f) Based on the Price Bid submitted by Car Rental Agencies/Companies, L-I, L-II and L-III will be decided. The main parameter in the price bid will be the monthly rentals (including fuel, maintenance and driver charges) quoted.
- c) Separate L-I will be finalized for all the car models as per the monthly rental.
- d) The Bank will shortlist two agencies based on the quotes received from the agencies / companies. The L-I and L-II agencies / companies will be allocated cars in the following proportion, subject to L-II agency is matching the rates of L-I agency. The proportion of allocation of cars will be as under:

In case of L-II is not willing to match the rates with L-1 agency, the next bidding agencies i.e. L-III and so on will be invited.

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

If L-II, L-III and L-IV 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.

The applicant must adhere to the format given while submitting the application. The Bank reserves the right to accept or reject any application without assigning any reason.

DATE & TIME OF SUBMISSION

Interested agencies/companies may submit their applications in the prescribed format as specified earlier. The applications are to be downloaded from the Bank's website <u>www.sbi.co.in</u>(under 'procurement news') and filled in hard copies to be submitted at the address given below <u>before 1700 hrs</u> on 16.10.2023.

Address: Office Administration Dept., 2nd floor, State Bank of India, Local Head Office, Office Administration Department Department,2nd Floor, Bank Street, Koti, Hyderabad – 500 001.

Date & Time of Pre bid Meeting – 03.10.2023 at 1500 hrs.

(Agencies / Companies may clarify their doubts if any during the Pre application meeting).

Date & Time of Applications Opening – 16.10.2023 at 1730 hrs. Representatives of Applicants if they so choose may present themselves during the opening of the Applications. However, applications would be opened even in the absence of any or all the authorized representatives of the applicants.

TERMS OF SERVICE /MISCELLANEOUS

- a) The successful applicant has to execute a contract with the Bank in the format prescribed/ approved by the Bank.
- b) The broad terms and conditions of the contract/ service shall be as mentioned in the Annexure A.
- c) The Bank reserves the right to cancel the tender process at any time before finalization and execution of the contract with or without assigning any reason(s).
- d) Language of Application: All applications and supporting documentation shall be submitted in English.
- e) SBI reserves the right to accept or reject any or all applications without assigning any reason(s) thereof and Bank's decision in this regard will

be treated as final. Applications may be accepted or rejected in total or any part or items thereof. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal order and agreement is signed and issued by duly authorized officials of the Bank.

- f) Any application not containing sufficient information and documents which preclude a thorough analysis will be rejected.
- g) The Bank shall have the right to reject the applications not submitted in the prescribed format or incomplete in any manner.
- h) State Bank of India is not responsible for non-receipt of applications within the specified date and time due to any reason(s) including postal delays or holidays.
- i) The Bank also reserves the right to alter/modify any/some/all the requirements as it may deem necessary and notify the same on its website <u>www.sbi.co.in(under</u> 'procurement news'). The applicants should be agreeable for the same. All changes amendments would be informed through Bank's website only. No publishing will be done through print media.
- j) Applications not confirming to the Tender requirements may not be considered by SBI. However, SBI reserves the right, at any time, to waive any of the requirements of the Tender, if in the sole discretion of SBI, the best interest of SBI be served by such waiver.
- k) Applicants who do not meet the criteria stipulated by the Bank will not be considered for further evaluation.
- m)SBI shall have the right to cancel the Tender process at any time prior to award of contract, without thereby incurring any liabilities to the affected applicant(s). Reasons for cancellation, as determined by SBI in its sole discretion include but are not limited to, the following:

i)Services contemplated are no longer required.

- ii)Scope of work was not adequately or clearly defined due to unforeseen Circumstances and/or factors and/or new developments.
- iii)The project is not in the best interest of SBI.
- iv)Any other reason.
- Pre-application meeting, if any, will be held to brief the intending applicants about the requirements of the Bank and to furnish clarification on any points/queries received from them. No separate communication will be sent for this meeting.

- o) SBI reserves the right to verify the validity of application information and to reject any application where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of Tender or even after award of contract.
- p) SBI reserves the right to modify the conditions in the event of changes in the market conditions and/or technology etc. through publishing corrigendum in Bank's website.
- q) Bank reserves the right to appoint a consultant, if so decided by the Bank at any stage during tendering process.
- r) All pages of application document should be stamped and signed by authorized signatory of the applicant.
- s) Applicants should carry out any change request necessitated by the Bank. Bank reserves the right to discontinue/close the project at any point of time without assigning any reason thereof and Bank's decision in this regard will be treated as final. By responding to this document, it is construed that the applicant has agreed to fully adhere to all the requirements of this Tender.

Annexures to the Tender Documents:

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

- 1. Annexure "A" Scope of services and detailed terms and conditions agencies / companies responsibility for providing car on monthly rental basis.
- 2. Annexure "B" Part-1 / covering letter application submission form.
- 3. Part 1 / F-I Agency's general details / information.
- 4. Part 1 / F-II letter of authority proforma for letter of authority for attending and subsequent negotiations/conferences.
- 1. Part 1 / F-III document relating to agency's eligibility criteria.
- 6. Part 1 / F-IV no deviation confirmation.
- 7. Part 1 / F-V periodic maintenance of vehicle as per manufacturers schedule.

For State Bank of India

Asst. General Manager Office Administration Department

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

- All the cars for the purpose of monthly rental basis should be brand-new air-conditioned 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 1st September, 2023.
- 2. The agency / company have to pay the drivers as per the Minimum Wages Act applicable in Hyderabad. Since the driver will be the employee of the agencies / company, therefore any rise in the minimum wages has to be borne by the agency/company and cannot be charged to the Bank. The agency / company has to take all the incidental charges into account.
- 3. The agency shall comply with all the rules and regulations relevant to supply and running of cars on rental basis as stipulated by RTOs across State, and other Government Authorities. The Telangana 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. 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. The overtime will be payable by Bank only after / beyond 12 hours. The duration of 12 hours can be in three slots 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. Only one allowance will be paid to the driver i.e. either Overtime or night charges or outstation charges. If duty hours extend beyond 12 midnight, only night charges will be paid. If executive travels out of Hyderabad, only outstation charges will be paid.
- 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 / call is to be given 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 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 the twin cities (i.e., Hyderabad & Secunderabad) and also across Telangana State. 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 found unsuitable or undesirable 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 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 for communication with the user executive and its capital/ recurring cost will be borne by the agency.
- 11. The car must be kept clean and periodically serviced and the car should always be in good condition. The vehicle should be fixed with the Bank's

logo / Name plate and shall be at the disposal of the Bank, which shall not be used for any other duty / purpose.

- 12. The log sheet / parking / toll charges receipts will have to be signed by the executives on daily basis to avoid any misuse / pilferage by making a note of Meter reading of starting point and end point.
- 13. Proper reading light should be provided in the car if not already provided by the car manufacturing company. The vehicles supplied should always carry mandatory first aid kit, Fire Extinguisher and spares viz. tool kit, fuses, tyre, spark plugs etc.
- 14. 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, obedient, polite, prompt and should be free from road rage. All the drivers should shave daily and should have a decent haircut.
- 15. The agency should maintain a record of the running of the car on a daily basis which should be authenticated by the user official concerned on the log sheet. 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. or any other responsible functionary of the Bank, will be carried out on regular basis.
- 16. In case the car breaks down on the way or found missing from duty, the agencyhas to arrange immediately similar AC Car and also has to bear the expenditure thereof, till suitable alternative arrangements are made by the said agency. Thereafter, the agency will arrange another car of similar specification till the car concerned is repaired/ replaced.
- 17. 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.

- 18. Whenever the user official so directs as per Bank's extant rules, the car will report to the Liaison Department, LHO, Hyderabad 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.
- 19. 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, insurance premiums etc. will be borne by the agency.
- 20. Parking of the car during the office hours will be arranged by the agency at their cost within 1 kilometer 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.
- 21. The Agency will be paid monthly rental charges which would include per month vehicle rent, maintenance cost, Fuel cost and driver charges. Toll Charges if any, will be paid on actual basis on production of receipts.
- 22. 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 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 or not.
- 23. 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 periodn(one / two years) as decided by the Bank at appropriate time.
- 24. The Bank reserves the right to terminate this agreement either in part or in full without assigning any reason, by giving 15 days' notice to the agency concerned during the contract period of 36 months (3 years). No compensation whatsoever will be paid by the Bank to the agency on such termination. If the termination for any valid reason happens in the middle of

the month, pro rata rental charges shall be payable by the Bank to the agency.

- 25. The agreement will be terminated without any prior notice if the agency violates any of the terms and conditions of the agreement accepted by the agency at any stage of the contract.
- 26. In case the agency / company obtain financial assistance from any institution, organization and bank, the Bank will not be responsible/ liable to meet the repayment of loan installments 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 / 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. The Drivers should have conversant following the GPS mapping.
- 31. The agencies will also appoint dedicated Managers/Supervisors who will visit the sites on regular basis to monitor cars and drivers as surprise check and always be available for executives in case of 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 (for Offices located at Hyderabad and also across Telangana State), during the tenure of the contract from the date of commencement of the tender, on the same rates & terms and conditions.

- 34. Supply of all the required cars will have to be completed within a period of 30 days from the date of the contract. 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 manufacturers, then the Bank may extend the duration, subject to production of suitable letter from the manufacturers, signed by the authorized 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.
- 36. Calculation of the kilometers used and hours of utilization will be reckoned only after the vehicle has reported at the executive's residence / Bank's premises. In other words the Bank will not pay to the Agency / company for the distance covered and the time taken for the vehicle to reach executive's residence / Bank's premises from his garage and vice versa.
- 37. In case the Executive / Official using the car for one way or part journey, the return journey distance travelled by shortest route to the Headquarters / Office / Official's residence will be considered for calculation of kilometers including toll charges if any.

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 monthly rental charges is inclusive of such expenditure (Fuel, oil, Driver Salary, Rent etc) and no separate claim will be entertained by Bank.

Contract Period:

The agreement will be for a period of 3 years (36 months) from the date of commencement of the rental of the cars with a yearly review, with an option at the sole discretion of the Bank to renew for such period (one / two years) as may be decided by the Bank.

Payment Terms:

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

Arbitration:

Any dispute or difference whatsoever arising between the Parties out of the contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement being not possible shall thereafter be referred to a Sole Arbitrator, who will be Deputy General Manager of the Bank.

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

Termination Clause:

The Bank reserves its right to terminate the Rental 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 rental 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.
- 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 appointment with other car agency those are dealing with the Bank.
 - 37. 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 15 (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.

- 38. If there is a change in the name of the Agency/Company etc. arising out of:a)Merging with some other company orb) Collaboration with some other company or
- g) 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 rental agreement as may be deemed necessary, whatever be the reason of changes, the subject rental agreement would be terminated unless the new company/entity accepts the subject rental 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 th
- h) e term for which the agreement / arrangement has run.

Signatory Seal of the agency / company State Bank of India

ANNEXURE "B"

Part-1 / Covering Letter on the letter head of the Applicant

APPLICATION SUBMISSION FORM

To, State Bank of India,

Dear Sir,

After examining the invitation for application including scope of services and detailed terms and conditions, the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to our application and in conformity with, the said terms and conditions.

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

We understand that Tender Document is not exhaustive and any action and activity not mentioned in Tender Document but may be inferred to be included to meet the intent of the Tender Document shall be deemed to be mentioned in Tender Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the service requirement in all respects.

We declare that we have not been blacklisted by any Govt./ PSU/ Banks/ any Organization for corrupt or fraudulent practices or non-delivery or non-performance etc.

We understand that you are not bound to accept any application that you may receive.

SIGNATURE OF AUTHORISED PERSON WITH SEAL

DATE:

Duly authorized to sign application for and on behalf of

(SIGNATURE OF WITNESS) WITNESS NAME: ADDRESS:

AGENCY'S PROFILE AND GENERAL DETAILS/ INFORMATION

To, State Bank of India,

NAME OF THE AGENCY/COMPANY	
CONSTITUTION OF THE APPLICANT	
NUMBER OF YEARS IN OPERATION	
REGISTERED ADDRESS	
OFFICE ADDRESS IF DIFFERENT FROM ABOVE	
NO. OF CARS PROVIDED ON RENTAL BASIS (in one organization; in past 3 years ending 31.08.2023)	
NAMES & ADDRESS OF THE DIRECTORS /PROMOTERS	
TELEPHONE NUMBER	
E-MAIL ADDRESS & WEB SITE	
TELE FAX NUMBER	
CONTACT PERSON	
MOBILE NUMBER	
Brief write up/Profile of the company	

(SIGNATURE OF AUTHORISED PERSON WITH SEAL)

Part 1/F-II

LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY TO ATTEND APPLICATIONS OPENING MEETINGS AND SUBSEQUENT NEGOTIATIONS/ CONFERENCES

No. Date:

State Bank of India,

Dear Sir,

We ____

hereby authorize following representative(s) to attend application opening and for any other correspondence and communication against above Tender Document: 1) Name & Designation ______ Signature_____

2) Name & Designation ______ Signature _____

We confirm that we shall be bound by all commitments made by 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 persons are permitted to attend the application opening.

DOCUMENTS RELATING TO AGENCY'S ELIGIBILITY CRITERIA AGENCY IS REQUESTED TO FILL THIS CHECK LIST AND ENSURE THAT ALL DETAILS/ DOCUM ENTS HAVE BEEN FURNISHED ALONG WITH HIS OFFER.

Clause	Documents required	(Agency to indicate) Yes/No
The agency / company should have been in the business of rental of cars for 3 years and should have rendered car rental services during last 3 years as on 31.08.2023 as mentioned in the eligibility criteria.	1. Copy of Documentary evidence like work order, contract agreement, completion certificate etc. for the same must be provided.	
	2. Copy of PAN, GST& Company registration and IT returns of the company.	
	3. Copy of permit / license from RTO or any other Govt. Authority for renting or leasing vehicle(s) is to be submitted.	
	4. Under taking to be submitted on Company's letter head that company has not been blacklisted by any PSU/ Govt./ Bank/ Any organization.	

1. ANNUAL TURNOVER STATEMENT & CAR RENTAL INCOME

The Agency / company shall indicate here the turnover and income from car rental services for 3 years based on the audited balance sheets and profit & loss account statement. Copy of audited balance sheets including profit & loss account **and IT returns are to be attached**.

THREE FINANCIAL YEARS	TOTAL ANNUAL TURNOVER (IN RS.)	INCOME FROM CAR RENTAL	NET PROFIT / LOSS
2020 – 2021			
2021 – 2022			
2022 – 2023			

2. PAN &GST DETAILS

PAN	
GST Number	
Place & Registration Authority	

Part 1 /F-IV

NO DEVIATION CONFIRMATION

To,

State Bank of India,

Dear Sir,

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

(SIGNATURE OF AUTHORISED PERSON WITH SEAL)

Part 1 /F-V

Periodic Maintenance Schedule of Vehicle as per Manufacturers Schedule:

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