



BANK OF MAHARASHTRA

(A Govt. of India Undertaking)

Head Office, "Lokmangal", 1501, Shivajinagar, Pune-411005

NAME OF WORK: TENDER FOR HIRING OF CAR ON MONTHLY AND DAY TO DAY  
RENTAL BASIS FOR OFFICIAL PURPOSE FOR HEAD OFFICE AND  
OTHER OFFICES OF THE BANK OF MAHARASHTRA, PUNE

Date of issue of Tender : 01/02/2021

Date of Submission of Tender: 22/02/2021 Up to 3.00 pm

Date of opening of Tender : 22/02/2021.at 4.00 pm

Non Refundable Tender Price Rs.1000/-

TENDER NO: BOMCAR/14 /2020-21



VOL- I  
TECHNICAL BID



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## A) NOTICE INVITING TENDER

Dear Sir,

**Subject:** Hiring of car on monthly and day to day rental basis for Bank of Maharashtra Head Office, Lokmangal , 1501 Shivaji Nagar, Pune 411005.

BANK OF MAHARASHTRA Corporate Services Department, Head Office, Lokmangal, 1501, Shivajinagar, Pune 411 005 invites two bid sealed tenders from the registered, experienced and reputed service providers to provide car on rental services to Bank of Maharashtra, Head Office located at Lokmangal, 1501, Shivajinagar, Pune and its other offices in Pune on monthly & day to day requirement basis for official purpose. The contract will be initially for period of 01 year and same will be renewed for 02 consecutive years subject to satisfactory performance of vendor.

1. Tender copies shall be downloaded from the Banks website [www.bankofmaharashtra.in](http://www.bankofmaharashtra.in) .No hard copy will be issued in any case.
2. The late tenders shall be rejected including postal /courier delays.
3. Tender specifications dully filled in signed and sealed should be addressed and submitted to AGM- Corporate Services Department, 1<sup>st</sup> floor, Corporate Services Department, Lokmangal, Bank of Maharashtra, Pune – 411005. The bids shall be dropped in the tender box kept at reception area of Lokmangal building.
4. **Brief Scope of work:**  
Bank of Maharashtra proposes to hire cars on monthly and on day to day monthly basis for use of official purpose for Head Office and other offices of the Bank in Pune District. The cost is inclusive of providing drivers with proper uniform, day to day repair and maintenance, servicing, upkeep of vehicles and fuel charges etc. The details of work terms and conditions experience are in subsequent tender document. The interested agencies are requested to go through in detail and submit their sealed offer latest by 22/02/2021.
5. **Other details of the tender are as under:**

i.	Name of Work	HIRING OF VEHICLES ON MONTHLY & DAY TO DAY RENTAL BASIS FOR OFFICIAL PURPOSE for Head Office Pune and its other offices of the Bank of Maharashtra Pune
ii	Cost of Tender Documents cum processing Fee (Nonrefundable)	Rs.1000/- (Rupees One Thousand Only) nonrefundable to be deposited at "Amount to be paid only through DD in favour of Bank of Maharashtra payable at Pune <b>Tender ID: BOMCAR/ 14 /2020-21</b>



iii	Earnest Money Deposit (EMD)	DD of Rs.50, 000.00 (Rupees Fifty Thousand Only) as EMD submitted in favour of "Bank of Maharashtra" payable at Pune, along with technical bid envelope which shall be converted into Performance Security Deposit for successful vendor, whose tender is accepted. EMD will be waived for vendors having valid relevant MSME registration certificate. If aforesaid valid MSME or NSIC registration certificate or DD is not found then Bank will reject the Bid considering as without EMD.
iv	Performance Security Deposit (PSD)	The successful Vendor whose tender is accepted by the Bank shall be bound to deposit of 3% of contract value i.e. "Annual Contract Value" including EMD as Performance Security Deposit (PSD) in the form of banker's Cheque /DD issued by any Nationalized/Scheduled Bank favouring " <b>Bank of Maharashtra</b> " payable at Pune or shall submit Bank Guarantee from Public Sector Bank for period of 03 years for said amount.
v	Last date & time for submission of Technical and Online Price bid along with EMD, Cost of tender document cum processing Fee and other documents as specified in the tender.	22/02/2021 Up to <b>03:00 PM</b> Note: 1. It is sole responsibility of the vendor to ensure submission of their bid by stipulated date and time at specified address. Bank of Maharashtra shall not entertain bids received late due to any delay on account of delivery by the courier Vendor/speed post or any other mode for the reasons whatsoever or submitted at any other locations other than mentioned in the Bid. 2. Tenders received without EMD and Tender Processing Fee shall be summarily rejected. The tender document shall remain with the Bank and will not be returned.
vi	Address for submission and opening of Technical bid.	The Deputy General Manager, Corporate Services Department Bank of Maharashtra, Head Office, Lokmangal, 1501, Shivajinagar ,Pune-411 005 Maharashtra
vii	Validity for Offer	3 (three) months from the date of opening of price bid
viii	Contact details	For Technical queries: Shri. Rajeev Kulkarni, Manager, Corporate Services Department, Head Office, Pune Email : rajeev.kulkarni@mahabank.co.in Cell :917107504996



		Landline-020-25614238
ix	Date of Pre Bid meeting and address	At 3.00 pm on 15/02/2021. at 11.00 am at Bank of Maharashtra Head Office Lokmangal building, Shivajinagar Pune 411005
x	Date and place of address for submission of the filled in tender	On or before 22/02/2021 up to 3.00 pm the office reception area. Tender shall be dropped in Tender Box kept at reception area.

6. All the rates quoted in the tender shall be inclusive of all charges as stipulated in Price Bid section, but exclusive of GST. No escalation of prices will be payable for what so ever reasons.
7. The vendor whose tender has been accepted shall within 07 days of the intimation of acceptance of tender, submit the stamp paper of required value for entering into Agreement, Integrity pact and submit the Performance Security deposit.
8. The earnest money will be returned to the unsuccessful vendor within a reasonably short period. If the vendor, after intimation to him, fails to collect his earnest money deposit within 01 years of date of intimation, the amount will be automatically forfeited.
9. No additions or alterations shall be made in the conditions of the tender by the vendor and if made, such tender is liable to be rejected. Conditional tenders shall be summarily rejected.
10. The tenders shall be valid for a period of 180 days after the date of opening of the Price Bid.
11. The Vendor shall visit/examine the site prior appointment and submit duly filled and signed tender document.
12. The vendor shall attach copy of GST registration number.
13. The notice inviting tender shall form part of the contract.
14. The sealed tender in the prescribed tender form in two separate envelope as follows should be addressed to the Deputy General Manager, Corporate Services Department, Bank of Maharashtra, Head Office, Lokmangal Building, 1501 Shivajinagar Pune 411005. Maharashtra and subscribed " Tender for hiring of car on monthly and day to day rental basis for official purpose for Head Office and other offices of the Bank of Maharashtra, Pune.  
**Envelope No 1. :** To contain covering letter/clarification, Technical and commercial aspect and Earnest Money Deposit and all related documents as mentioned.  
**Envelope No 2.:** To contain only the Priced tender complete in all aspects ( No conditions shall be mentioned in Envelope no 2 which will not be taken into consideration for evaluation of the tender.  
**Note:** Envelope no 1 & 2 will be opened on the different dates. Separate intimation of date for opening of price bid will be made to only pre-qualified vendors. The sealed price bids of disqualified vendors will be returned by post or can be collected by hand.
15. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time



16. Tenders received without EMD and Cost of Tender Documents shall be summarily rejected and such vendors **shall not be allowed** to participate in the tendering process. Vendor having NSIC/MSME are exempted of EMD and cost of tender , but once declared as L1, the Vendor will have to honor the commitment as made in the undertaking. Failing to do so will be treated as violation of terms and conditions as the tender and will attract action on their status of MSME.
17. Bank of Maharashtra reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.
18. The interested vendors shall submit the documents/testimonials pertaining to eligibility criteria on or before 22/02/2021 at Head Office Pune. After scrutiny of the documents, the quotations of pre-qualified vendors shall be opened.
19. Conditional tenders shall be summarily rejected.
20. This tender document is not transferable.

Thanking You

Yours truly

Sd/-

(Deputy General Manager)

Corporate Services Department



## B FORM OF TENDER

To  
The Deputy General Manager  
1st Floor, Bank of Maharashtra  
Lokmangal, 1501 Shivajinagar  
Pune 411005.

Dear Sir,

Subject: Tender for Hiring of Car on monthly and Day to Day Rental Basis for official Purpose for Head Office and Other Offices of the Bank of Maharashtra, Pune.

With reference to the tender invited by Bank of Maharashtra for the captioned subject work, we hereby give our confirmation as under:

1. I/we the undersigned have carefully gone through and clearly understood, after visiting the site, tender documents comprising of the tender form, Notice of Tender, Scope of Work, Specifications, Terms and Conditions and Price Bid.
2. I/we hereby offer to execute the work is specified in the said Memorandum within the time specified, at the rates mentioned in the Price Bid and in accordance with all respects of the tender and with such cars as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.
3. I/we do here by undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted considering any changes in the rate of Petrol and escalation in the maintenance and Driver salary. The rates quoted by me/us will be fixed as per Price Bid irrespective of any change in fuel, maintenance, driver salary etc.
4. I/we have deposited as earnest money an amount of Rs. 50,000/- and tender fees of Rs. 1000/- by DD no ..... and ..... dated.....and ..... in favour of 'Bank of Maharashtra' payable at Pune (to be handed over along with tender documents) which amount is not to bear any interest and I/We do hereby agree that this sum shall be forfeited, in the event of accepting my/our tender and I/we fail to start the work under the Contract and execute the Contract documents when call upon to do so.
5. I/We further agree to supply the required cars as per Bank of Maharashtra included in the said schedule of quantities within 30 days from the date of issue of work order.
6. I/We agree to pay Government, GST, General and Sales Tax (State & Central). Excise etc. for insurance and all other taxes including works contract extra, turnover tax etc as prevailing from time to time, on such items for whom same is to be levies, and the rates quoted by me/us are inclusive of the same.

### Memorandum

- i. Description of Work: Tender for hiring of car on monthly and day to day rental basis for official purpose for Head Office and other Offices of the Bank of Maharashtra Pune.
- ii. Period of Contract: 01 year from the date of commencement which shall be extended for next 2 consecutive year subject to satisfactory performance.





We understand that the time for completion shown above shall be reckoned from the date of commencement of the work.

Should this tender be accepted, I/we hereby agree to abide by and fulfill the term and conditions of the tender annexed hereto so far as they may be applicable or in default thereof, to forfeit the EMD and pay to the Bank of Maharashtra, the amount mentioned in the said tender conditions.

The names of partners of our firm

Are

- 1.
- 2.

Name of the partner of the firm

Authorized to Sign

Or

Name or person having power of

Attorney to sign the contract

(Certified copy of the Power of Attorney  
Should be attached)

Date:

Signature



### C: Eligibility Criteria

The vendor should full fill the following eligibility criteria, they are required to submit copies of documents to substantiate their qualifying criteria.

- i. The registered office of the vendor should be located in Maharashtra and having branch office at Pune. An attested copy of the registration certificate of their office in Pune shall be enclosed.
- ii. In case of Partnership firms, a copy of the Partnership Agreement, or General Power of Attorney duly attested by a Notary Public, should be furnished on a stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. the attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- iii. . The vendor should have a average annual turnover of more than Rs. 100.00 lakhs during the last three financial years i.e 2017-18, 2018-19 and 2019-20. Copies of profit and loss account and balance sheets duly certified by the CA along with ITR for these three years must be enclosed. Net worth to be certified by CA.
- iv. The vendor should have its own bank account, PAN card, GST registration certificate. A self certified copy of the documents must be attached with the quotation. Without GST registration the bid will be summarily rejected.
- v. The vendor must have at least twenty cars (20 cars) not older than two years (01/04/2019) registered in its name in MAHARASHTRA state. A list of such vehicles with self attested copies of RCs should be attached with the quotation
- vi. An undertaking from the vendor Company/Proprietorship/Partnership firm on letter head stating that the firm has not been blacklisted by any Central Government Department/Ministry/PSU/Bank, or State Government etc. must by attached with the bid documents
- vii. The vendor should have provided cars to Central /State Governemt, Govt. Departments/PSUs/Private Organization. **The vendor will required to submit along with the bid document a proof of work experience. The Certificate should be from a prominent organisation ( govt. organisation/Semi quasi govt./PSU/Bank./Private Organization)**
- viii. The firm should follow all labour laws (Both Central and State) and should be registered with ESIC.
- ix. The vendor shall submit performance/completion certificate from the client along with work order copy.

#### Details of Vendors:



1	Name of the Firm/Organization				
	Registered Office				
	Pune Office				
	Telephone No				
	Fax No				
	E-mail				
	Website				
2	Year of Establishment				
3	Status of the firm( Partnership firm/Proprietary/LLP/Company)				
4	Name and qualifications of Partners/Proprietor/Directors				
	Name	Designation	Qualification	COA Reg No	Mobile No
5(a)	Whether registered with the Registrar of Companies/Registrar of Firms, If so, mention number & date. (Also enclose copy of Partnership Deed/Registration/Articles and Memorandum of Association.				
(b)	If empaneled with other organizations such as Govt/Semi Govt undertakings, etc. ( attach copy of registration if any)				
6	Name of the Bankers	Name of the Bank			
		Name of the Branch			
		Phone Nos.			
		Contact Person Phone No			



7	Satisfactory evidence to indicate financial capacity	Year	Turnover Rs. In Lakhs	Profit
		31.03.2018		
		31/03/2019		
		31/03/2020		
	Please enclose certified copies of last 3 years Balance Sheet, Profit & Loss A/C and IT returns.			
8	Registration with Tax Authorities			
	Income Tax PAN No			
	EPF Reg. No (If applicable)			
	ESI Reg. No ( If applicable)			
	GST			
9	Details of works executed in last 5 years ( as per Performa I & II attached)			
10	Whether any civil suit/litigation arisen in the car services, against service provider, executed during last 5 years/ being executed now , If yes Please furnish details.			
11	Key personnel employed ( as per Performa III attached)			
12	Infrastructure of the firm viz Office space, office equipments			
13	Whether related to any staff member of Bank of			



	Maharashtra. If yes please elaborate.	
14	Please give reference with address and telephone nos of 2 persons for whom you have executed works of importance who may be directly contacted by the Bank about the ability, competence or capability.	
	Name	Address and Telephone numbers.
15	List of major clients	
16	Any other relevant information	

Note: Where copies are required to be furnished, these are to be self-attested/notarised copies. In case you intend to give further/more information, please attach separate sheet/s.

Signature and Seal of Vendor.

Date:



PROFORMA I: PARTICULARS OF RELEVANT WORKS COMPLETED

Sr.no	Name of Work when car service provided.	Short description of work	Name and address of owner/client	Value of work	Car service provided for( No. of year/month)	Copy of work order /completion certificate from the client
1						
2						
3						
4						
5						
6						

Signature and seal of the Vendor.



PROFORMA II: PARTICULARS OF ORDER IN HAND FOR CLIENTS.

Sr.no	Name of work being executed and address /location	Short description of work	Name and address of Owner/Client	Value of work to be executed	Work order period	Copy of work order/Certificate from the client
1						
2						
3						
4						
5						

Signature and Seal of Vendor



PROFORMA III: KEY PERSONNEL EMPLOYED /DETAILS OF STAFF EMPLOYED

Sr.No	Name	Designation	Qualification	Experience	No of years engaged with the firm	Any other information
1						
2						
3						
4						
5						

Signature and Seal of Vendor.





PROFORMA IV: DETAILS OF CAR WITHHELD BY VENDOR UNDER THEIR OWNERSHIP

Sr.NO	Type of Car	Registration No
1		
2		
3		
4		
5		
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7		
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9		
10		
11		
12		
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14		
15		
16		
17		
18		
19		
20		
21		
22		

Signature and Seal of Vendor.



#### D. GENERAL CONDITIONS

1. **The Contract'** means the documents forming the tender and acceptance thereof and the formal agreement executed between Bank of Maharashtra and the vendor, together with the documents referred to therein including these conditions and other instructions issued by the bank from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. **'Employer / Bank'** means Bank of Maharashtra (BOM) having its Head Office at Lokmangal, 1501, Shivajinagar, Pune 411 005.
3. **'Competent Authority'** means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.
4. **'Vendor' /Vendor** means the firm, company or person engaged by the Bank of Maharashtra to carry out the work or service. It shall also include their legal representative(s), successors or assigns.
5. **'Contract value'** means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
6. **'The schedule of quantity'** means the schedule of quantity as specified and forming part of this contract.
7. **'Works'** or 'work' means the work(s) described in the "Scope of Work" and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the vendor hereunder and work to be done by the vendor under the contract.
8. **'Month'** means calendar month.
9. **'Week'** means seven consecutive days.
10. **'Day'** means a calendar day beginning and ending at 00 hours and 24 hours respectively. where the context so requires, words imparting the singular only also include the plural and vice versa, and, any reference to masculine gender shall include feminine gender and vice versa.
11. **'Language'** the language in which the contract documents shall be drawn shall be English.



12. The vendor should have its own bank account, PAN card, GST registration certificate. A self certified copy of the documents must be attached with the quotation. Without GST registration the bid will be summarily rejected.
13. The vendor must have at least **twenty owned cars** (20 cars) of sedan type not older than two years ( 01/04/2019) registered in its name in MAHARASHTRA state. A list of such vehicles with self attested copies of RCs should be attached with the tender.
14. The firm should follow all labour laws ( Both Central and State ) and should be registered with ESIC.

**15. Last date for submission and procedure:**

Last date for submission/receipt of tender(s) is 22/02/2021. at 15.00 hours. The bids will be opened by a Tender Opening Committee (TOC), of Bank of Maharashtra in the presence of tenderers who wish to present or their authorized representatives on the same day.

The technical bids of the vendors will be evaluated and the financial bids of the technically qualified vendors will be opened on the date and time as decided by the TOC.

**For cars hiring on monthly basis:** The vendors who have quoted lowest price for the category of vehicle(s) for Part A of Price Bid will be awarded the contract in that category. The EMD of the L1 vendor(s) will be forfeited if they back out or refuse to accept the contract on the quoted rates including tender terms & conditions. Also, the vendor will be blacklisted and will not be able to participate in any bids of the Bank.

**For hiring of cars on day to day requirement basis:** The competent authority of the Bank will finalize the L1 rates based on the rates received from technically qualified vendor and the agencies may be offered to submit their consent for providing services at the rates approved by the Bank. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The tenders received after the above said scheduled date and time will not be considered. No submission of tender by FAX or email will be entertained.

**16. Bid Evaluation Process:**

For the purpose of Tender, the eligible applicant will be evaluated in the following manner

- i. Sealed envelope super scribing "Name as per tender containing documents, Earnest Money Deposit of Rs. 50000/- (Rupees Fifty Thousand Only) in the form of Demand Draft of any Nationalized/Scheduled Bank in favour of Bank of Maharashtra Payable at Pune duly addressed to Deputy General Manager, Corporate Services Department Lokmangal 1501 Shivaji Nagar Pune 411005. Tender document will become the property of the bank and shall not be returned once submitted.
- ii. Vendors are requested to submit typed and completed bid so as to reach us before 4.00 pm on 22/02/2021. **(No hand written tender to be submitted).**



- iii. The Bank will not be responsible for any delay. No consideration will be given to a tender received after the date/time specified above and such tenders are deemed to be rejected.
  - iv. Incomplete tenders and those which do not confirm to the requirements of the invitation for tenders are liable to be rejected. Tenders submitted by a firm shall be duly signed by the authorized person or Power of Attorney holder. Tender by a company shall be executed by persons/duly authorized under the resolution of the Board of Directors of the Company.
  - v. Earnest money Deposit will be refunded without any interest therein to all except the successful vendor within 7 days from the date of approval of the tenders by the competent Authority.
17. The duration of the contract for the above services would be for a period of 1 year from the date of acceptance subject to satisfactory service renewal for a further period of 2 consecutive years on the same terms and conditions. However, the contract will not be renewed beyond 2years.
  18. Bank of Maharashtra discourages the stipulation of any condition by the tenderers. The conditional tender will be liable to be rejected.
  19. The Bank does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all tenders received without assigning any reasons.
  20. **Validity of Price Bid:** The price bid shall be valid for a period of 90 days from the last date of submission.
  21. Final award of the contract will be subject to the approval of the Competent Authority in the Bank.
  22. **Performance Security Deposit:** The successful vendor shall have to deposit performance security deposit for 3% of the contract amount (Annual cost including of EMD) in the favour of DD favoring Bank of Maharashtra payable at Pune or Bank Guarantee. The performance security deposit shall be forfeited in case of any default on the part of the Vendor for not providing proper or satisfactory service. In this regard, the decision of competent authority shall be final and binding on the Vendor. The performance security deposit amount will be released to the agencies after successful completion of the contract period. In case of bank guarantee, it shall be submitted with validity period of 3 years for the aforesaid amount. The performance security deposit shall be submitted within 7 days of issue of work order.
  23. The vendors should convey acceptance of the award of contract within 3 (three) days from the receipt of the work order.
  24. The vendors should execute and commence the agreement within 7 days of the receipt of the work order.



25. The local address of the Vendor/firms, the name of the person to whom all the correspondence is to be addressed should be indicated, with telephone number (both office and residence), mobile and fax numbers and email address.
26. All entries in tender documents should be in one ink. Erase and over writing are not permitted. All cancellation and insertion should be duly signed by tendered concerned with proper indication of the name designation and address of the person signing. However, Price Bid shall strictly be filled in typed form. Handwritten Price Bid will be summarily rejected.
27. The rate should be quoted in figures as well as in words in Indian Currency only.
28. In case the rate quoted in figures differs from those quoted in words, the rates quoted in words will be taken as the tendered rate and shall be binding on the tenderer.
29. In quoting rates, the tendered are advised to take into account all factors including any fluctuation in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
30. No employee of Bank of Maharashtra shall be engaged by the Vendor/firm during the course of hiring contract.
31. The Vendor has to maintain an attendance register and log book of the vehicle and the same will be inspected daily by the Bank's Officer- in-charge.
32. No alteration or additions are to be made by the Vendor/firms to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
33. The offer shall be quoted on prescribed Form only and quoting in any other form will be rejected. All rates shall be quoted on the proper form of the offer alone. Quoted rates and units different from prescribed in the schedule will be liable for rejection.
34. If any vendor withdraws his tender before the said period or makes any modifications in the terms and conditions of the offer which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the EMD as aforesaid.
35. All the parts of this tender documents i.e Tender Notice, form of tender, general conditions of contract, special condition, format of agreement and price bid shall form a part of the contract document
36. In the event of failure of the vendor to provide the services or part thereof, as mentioned in the agreement/tender document for any reasons whatsoever, the Bank shall be entitled to procure services from other sources and the vendor shall be liable to pay to the Bank, the difference of



payments/excess payment made for such other services, besides damages for the period of failure in providing the services or part thereof.

### 37. INDEMNITY & LIABILITY:

- i. Vendor agrees to indemnify the Bank against all losses or claims in respect of any or all statutory / financial obligations arising out of any negligence or misconduct on the part of the driver 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 Tenderer only.
- ii. Bank shall be liable only for paying monthly hiring charges. Vendor 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 Tenderer or its driver/s or employees. The drivers will be the employees of the tenderer. The Bank will have no master servant relationship with the driver. 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.
- iii. In case the staff / drivers of the Vendor 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 Vendor.
- iv. The vehicles must be covered with comprehensive insurance policy against every conceivable liability, Road taxes, State permits / licenses etc., and Vendor must comply with all the statutory obligations in respect 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. However, vendor shall submit the valid comprehensive insurance policy as mentioned for all the deployed cars and shall submit 1 photocopy of each car to the bank for its record.
- v. Vendor shall comply with the Rules / regulations under Motor vehicle act and also prescribed by the competent 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.
- vi. All claims and incidental expenses thereof during period of offering service shall be borne by the vendor.
- vii. Vendor shall be responsible for all legal compliances prescribed by Government of India and the respective State Governments concerned which shall among others include law relating to Income Tax, Accidents, ESI, PF, Contract Labour (Abolition & Regulation) Act etc. The Tenderer 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.

- viii. Payment to the Tenderer will be based upon the logbook maintained by the driver. It is, therefore, necessary that the logbook is / be signed by the user of the vehicle on a daily basis. The logbook will also contain complaints and poor services noticed by the user. In case of deficiency of services / complaints, the Bank shall impose suitable costs / damages to be deducted from the monthly bill. The decision of bank shall be final and binding on the Vendor. Here user will be banks officer to whom car is allotted.

### 38. Special Condition to the Bidder:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.



Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.





## E. SPECIAL CONDITIONS OF TENDER

1. Bank of Maharashtra proposes to hire cars on monthly and on day to day monthly basis for use of official purpose for Head Office and other offices of the Bank. The cost is inclusive of providing drivers with proper uniform, day to day repair and maintenance, servicing, upkeep of vehicles and fuel charges etc. Also vendor has to provide the details of driver such as photo, name, address, age, etc. and same is to be pasted at rear side of seat which shall be visible to the user of the vehicle.
2. The contract will be for a period of 01 year and renewal for 02 consecutive years subject to satisfactory performance and it is likely to commence from the date of execution of the agreement for the same rates, terms and conditions depending upon the requirement and administrative convenience of the Bank. The vehicle will be hired on duty point to duty point basis. The time and mileage shall be taken into account from the reporting/ release place i.e., start and terminate at picking-up and dropping points. Cars can also be used on holidays, Saturday/Sunday, as and when required. In other words, there shall be no dead mileage and the to and fro journeys from the vendor office/origin point to the reporting place and releasing place to vendor office/origin point no payment will be considered for the said mileage. The vehicles to be provided should not be older than 01.04.2018 and be maintained in good condition.  
The cars to be provided daily by the vendor shall be in perfectly clean, good and sound conditions mechanically as well as dent free and also well maintained during the contract period. The cars should be fitted with all modern features such as AC, clean white towels and seat covers, quality music system, reading lamp, tissue paper box, car perfume, seat belts front & rear, umbrella during monsoon, and atomised tools and spares. The vehicles (s) provided should have desired safety features such as AC, ABS, EBD, ESC, Alloy wheels, Powered windows /Breaking/steering etc. and in good working conditions. The bank reserves the right to increase or reduce the number of car without assigning the reason and it is obligatory on part of the Vendor to accept it and not to contest it. All the aforesaid amenities shall be borne by vendor.
3. Driver, preferably below the age of 55, with vehicle should report for duty on all days to the assigned Executive as required/instructed by him/her. Instructions regarding the time and place of reporting and any other details should be obtained from the concerned Executive/ members of family. Driver should report to Transport officer of the bank when the Executive is on leave or away. However if Officer to whom vehicle is allotted remains on leave for more than 10 days and vehicle is not put to use, then bank will have sole discretion to use the said vehicle as per banks requirement. The vehicle and driver are not to be changed without official's permission.
4. Duration of the duty for the day shall be reckoned from the time of reporting to the Executive. Extra hours/outstation stay/trip/, if any, shall be calculated and paid. The rate per hour will be



derived from the amount quoted by the vendor for month per vehicle, i.e. 30 days\*12 hours a day is 360 hours.

5. The drivers engaged shall be fully trained and adequately experienced drivers. They should be medically fit in all aspects, free from infectious diseases, should be non-smokers, non-alcoholic, abstain from chewing tobacco, etc.
6. Vendor should ensure that the drivers observe cleanliness of the vehicle and self. They should wear fresh proper/formal uniforms, white shirt and pant with their names printed on plastic cards/badges and formal polished black/brown shoes.
7. Vendor shall supply vehicles not older than two years (01/04/2018) which shall be fixed with the Banks logo/Name plates and at the disposal of the Bank and shall not be used for any other duty/purpose.
8. Vehicle shall be parked within the Banks premises, if parking is available during office hours or may be directed to be parked in Vendor location, it's the discretion of the bank to decide on parking and shall be binding on the Vendor to adherence. During night hours or when not in use car shall be parked in the open area within the office/residential premises of the Executive subject to parking availability and same at the discretion of the bank to allow the parking. The parking of vehicle will be at the risk and cost of the Vendor and if it has parked at their own location then to & fro distance will not be considered at any occasion.. Bank shall not be held responsible for damage/loss or theft of vehicle.
9. If any of the driver employed by the Vendor/firm is found to be under performing or any misbehaviour is found / reported while on duty, Bank reserves the right to ask for a suitable substitute and the vendor has to comply immediately.
10. The vehicles should be comprehensively insured by the firm. In case of any accident or theft etc. all claims arising out of it will be met by the Vendor and Bank or its officials shall not be liable in any matter whatsoever. Bank or its officials will not be responsible for any injury sustained to driver or damage to vehicle during performance of their duties and also any damage or compensation due to any dispute between any parties during the accident or after the accident and for any disputes between them and its personal.
11. Bank shall not be responsible for any traffic infringement or infringement of any other law during performance of duty by driver provided by the Vendor. Any penalty/challan/fine for such infringement shall be payable by the Vendor and in no case shall be payable by the Bank The driver shall be briefed to not to accept any tips or cash in kind from Bank employees.



12. The parking charges and toll charges, if any, payable at any place visited by the officer of the Bank shall be paid on the spot by the driver of the vehicle. Such parking and toll charges shall be claimed by the Vendor along with the monthly bill raised by them. The receipts of such bills need to be enclosed along with the bills for payment.
13. The firm should have sufficient number of drivers having experience of driving in Maharashtra state and should be well conversant with the routes. The drivers should have valid license for plying transport vehicle.
14. Only such tour vendor/Vendor may submit their quotations whose cars/taxis have been duly authorized by the concerned RTO for use as public transport and who should be available round the clock on his own direct telephone (office and residence) so as to respond to the call for taxis at any time including holidays also. The firm should have adequate number of telephone/mobile available round the clock.
15. The Vendor should be in a position to supply car on short notice as and when required and also to make arrangements for supplying standby car in case of any breakdown. All expenses will have to be borne by the firm in case of breakdown of the vehicle supplied. Any overtime arising due to breakdown of vehicle supplied by the Vendor shall be on its account and shall not be charged to Bank.
16. All charges towards repair /servicing of vehicle, salary of driver enhancement in any Govt. notification, fuel expenses and/or any incidental expenses on operation and maintenance of the hired car would be borne by the Vendor.
17. The Vendor should ensure that the drivers employed hold valid driving commercial license, are well trained, well behaved, reasonably educated, and conversant with traffic rules / regulations and city roads/routes as well as security instructions. Each driver employed by the firm must have a cell-phone duly activated.
18. Vehicles provided by the Vendor should bear commercial Registration Numbers and should have valid comprehensive insurance and Drivers so provided with the vehicles shall have minimum commercial LMV Driving License.
19. The vehicle should have valid RC, insurance, fitness certificate, road tax, permits, PUC, etc. as per RTO and Motor Vehicle rules and must be revalidated before expiry of due date during the tenure of the contract period. The vendor shall ensure that all the necessary documents i.e. RC, Insurance papers, PUC certificate, etc. are available with the drivers deployed for duty.



20. Termination of the contract: The contract may be terminated with two months' notice by either party. Notwithstanding the aforesaid point, if the vendor neglects or fails to perform the contracted duties, due to negligence in carrying out duties, the Bank reserves the right to terminate the contract with two months' notice.
21. Punctuality will have to be ensured and log book shall be maintained by the drivers. The drivers shall be responsible for proper completion of the log books including obtaining the signatures of the user on day to day basis.
22. Rates once finalized will be fixed at specific period and there shall be no escalation or price variation for whatsoever reason.
23. Any complaint from the user regarding poor upkeep, maintenance, non-availability of above accessories or any of the conditions prescribed for drivers not being met would attract a penalty by cut from the bill/security deposit as per the penalty clause and including removal of driver and /or vehicle from contract on repetition of such instance.
24. The record indicating time and mileage for each vehicle shall be maintained by the driver in a log book in a format as approved by the Bank and the log book shall be submitted to the concerned officer in Bank for scrutiny, etc. The submitted log book shall have signature of the user officer of the bank.
25. A vehicle will be allowed for use only in good condition when the Milo Meter is sealed. If during the running of the vehicle it is found that the milo meter is tampered/unsealed, then forfeiture of hiring charges and a penalty as fixed by Bank will be imposed. Vendor has to provide undertaking that milo meter in the provided vehicle is tampered proof.
26. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of India.
27. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and these shall be the responsibility of the vendor. It is the responsibility of the vendor to ensure, driver to adhere to the aforesaid norms.
28. The successful vendor shall submit the police verification certificate of the driver to the bank along with photo address proof whenever demanded. Discipline courteous a well behaved drivers with police clearance and character certificates submitted of employed by Vendor for the vehicles allotted to Bank.



29. Parking of vehicle at the office and residence shall be the responsibility of Vendor at their own risk.
30. Drivers should be of proven integrity, courteous, polite and prompt while rendering the services and free from road rage
31. Vendors 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 and 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 Tenderers.
32. Vendor 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 persons without the prior permission had in writing from the concerned officer and the Bank.
33. Vendor shall ensure that only qualified, experienced drivers possessing valid driving licenses are deputed to or be on duty, who undertakes full responsibility of safety and security of Banks staff, by ensuring safe driving, all drivers reporting to the Bank must have their police verification and necessary license, certified copy s of which should be submitted to the Bank.
34. Vendor should be able to replace the drivers who are found absent from duty or found indulging in misbehavior missing trips/ outstation visits, misusing the log sheets, refusing to do duty etc.
35. Vendor shall engage drivers who have adequate awareness/knowledge about the roads/landmarks of City and its surroundings.
36. No change of vehicle/driver will be allowed without the prior permission of the Bank. Contract shall be awarded for specific type of vehicles to be deployed with the Bank.
37. In case of any additional requirement of vehicles during the contract period, the same have to be provided at the contract rates only. Similarly, the bank reserves the right to reduce the number of vehicles if not required.
38. Selected vendor L1 should provide all vehicles within one month from the date of award of work.
39. The work will be awarded to successful L1 vendor. However, if L1 back's out than Bank reserve the right to entrust the work to L2/L3/L4, provided L2/L3/L4 agrees to carry out the work at L1



rate. Bank reserves the right to hire car from various empanelled Vendors. Vendor should understand and be clear that the approval of their tender or bid for engagement of their vehicles for Bank's use or inclusion of their name in the approved panel does not amount to an appointment or right for an appointment to be made as such in the Bank and the Bank is fully free and is entirely at liberty to choose any vehicle of any make or model from any one or all the successful Vendor /s of Bank's choice at the Bank's sole discretion and no Vendor shall have any right to claim that he / it alone should be entrusted or engaged with Bank's requirement of vehicles of any category

#### 40. Service Requirements.

- i. Bank of Maharashtra proposes to hire cars on monthly and on day to day monthly basis for use of official purpose for Head Office and other offices of the Bank. The cost is inclusive of providing drivers with proper uniform, day to day repair and maintenance, servicing, upkeep of vehicles and fuel charges etc.
- ii. The contract will be for a period of 12 months, renewal after every 12 months on satisfactory performance and it is likely to commence from the date of execution of the agreement for the same rates, terms and conditions depending upon the requirement and administrative convenience of the Bank. The vehicle will be hired on duty point to duty point basis. The time and mileage shall be taken into account from the reporting/ release place i.e., start and terminate at picking-up and dropping points. Cars can also be used on holidays, Saturday/Sunday, as and when required. The cars to be provided by the contractor daily should be in perfectly good and sound conditions mechanically as well as dent free and also well maintained during the contract period. The colour of the vehicle should be white/Blue. The cars should be fitted with all modern features such as AC ,clean white towels and seat covers, quality radio music system, reading lamp, tissue paper box, car perfume, seat belts front and rear, umbrella during monsoon and atomized tools and spares. The vehicle(s) provided should have desired safety features such as AC, ABS, EBD, ESC, Alloy wheels, Powered windows/Breaking /Steering etc. and in good working conditions. The bank reserves the right to increase or reduce the number of car without assigning the reason and it is obligatory on part of the agency to accept it and not to contest it.
- iii. Driver, preferably below the age of 55, with vehicle should report for duty on all days to the assigned Executive as required/instructed by him/her. Instructions regarding the time and place of reporting and any other details should be obtained from the concerned Executive/ members of family. Driver should report to Transport officer of the bank when the Executive is on leave or away. The vehicle and driver are not to be changed without official's permission.



- iv. Duration of the duty for the day shall be reckoned from the time of reporting to the Executive. Extra hours/outstation stay/trip/, if any, shall be calculated and paid. The rate per hour will be derived from the amount quoted by the operator for month per vehicle, i.e. 30 days\*12 hours a day is 360 hours.
- v. The drivers engaged shall be fully trained and adequately experienced drivers. They should be medically fit in all aspects. They should be free from infectious diseases, they should be non-smokers, non-alcoholic, abstain from chewing tobacco, etc.
- vi. Operator should ensure that the drivers observe cleanliness of the vehicle and self. They should wear fresh proper/formal uniforms, white shirt and pant with their names printed on plastic cards/badges and formal black/brown shoes.
- vii. Operator shall supply vehicles not older than two years (01/04/2019) which shall be fixed with the Banks logo/Name plates and at the disposal of the Bank and shall not be used for any other duty/purpose.
- viii. Vehicle shall be parked within the Banks premises, if parking is available during office hours or may be directed to be parked in agency location, it's the discretion of the bank to decide on parking and shall be binding on the agency to adherence. During night hours or when not in use car shall be parked in the open area within the office/residential premises of the Executive subject to parking availability again at the discretion of the bank to allow the parking.. Bank shall not be held responsible for damage/loss or theft of vehicle.
- ix. If any of the driver employed by the agency/firm is found to be under performing or any misbehavior is found / reported while on duty, Bank reserves the right to ask for a suitable substitute

**41. PENALTIES:** Service provider will be penalized due to following

- i. For non-providing of vehicle in time: Rs.100/- per hour of delay. 1% of the daily amount will be deducted in case of delayed reporting by the driver and Rs.1,000/- per day will be deducted in case non availability of vehicle on any day in case of hiring on monthly basis.
- ii. For not providing vehicles: Rs.500/- per default or cost of hiring charges from other sources, whichever is higher;
- iii. Poor Condition of car/non deployment of specific car/ misbehavior by the Driver: Rs.200/- per default;
- iv. For violation/breach of any of the condition of the contract: Rs.1000/- per default and/or Termination of the contract/forfeiture of Performance Security. However the above can be waived off by the competent authority of the Bank depending upon the



- merit of each case where the lapses are beyond the control of the service provider/ Vendor.
- v. In case of breach of contract by the vendor, the Bank Guarantee shall be invoked by the Bank and the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the authority entering into the agreement.
  - vi. No advance payment will be made. The price quoted is exclusive of GST but inclusive of all other Taxes/octroi/ Cess etc.
  - vii. The entire dispute shall be subject to the Pune jurisdiction.
  - viii. The tender process of the contract can be terminated at any time without any notice at the discretion of the Bank.
  - ix. Wherever the vendor or his driver /employees, after the award of the contract, is / are found indulging in fraudulent acts and dishonest practices like fake duty slips, overwriting to increase the kilometers and hours and similar kind of wrong practices by the Vendor/driver, the contract shall be liable to be terminated by the Bank with immediate effect and the security deposit shall be forfeited.

#### 42. Submission of Bills:

- i. The bills should be made date wise by the vendor and should be submitted to the Deputy/Assistant General Manager, Corporate Services Department at Lokmangal, 1501 Shivajinagar, Pune on monthly basis. The bill should indicate the GST registration No and PAN no.
- ii. The bill shall be submitted along with copy of log book duly signed by the user challans of toll tax etc. if any.
- iii. The Bank will deduct Income Tax at source under section 194 C of Income Tax Act from the vendor at the prevailing rates of such sum as income tax on the income comprised therein.

43. Bank shall review the service performance 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 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 Vendor as per requirement under the contract, are not provided, or where the Vendor 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 Bank and same shall be binding and final on the vendor and no further representation will be entertained by the Bank.

44. Bank reserves the right to terminate the contract by giving 60 days' notice and without assigning any reason whatsoever.





45. Canvassing in any form entails disqualification from further consideration.
46. Any vendor found influencing or intimidating other vendors shall be liable to / for disqualification.
47. Bank's decision in respect of any dispute arising out of the hiring of vehicle services shall be final and binding on the Vendor or his driver/s.
48. Vendor shall procure and arrange at his expense all necessary permits, certificates and licenses required under any or all applicable laws, regulations, ordinances other rules in effect at the place where any service/s is / are to be performed, and the Tenderer 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.
49. The contract shall be governed, interpreted and enforced in accordance with law of India and Courts at Pune shall alone have exclusive jurisdiction.
50. Vendor 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 contract for any purpose and any intent in favour of any third party without prior consent of the Bank. Successful vendor by entering into MOU with other Vendor is strictly prohibited. All the vehicles deployed to banks service shall be owned by vendor or in his firm's name.
51. In the case of vehicles hired on monthly basis the payments to the successful Tenderer/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.
52. Bank shall only reimburse the taxes / expenses incurred during outstation journeys like toll tax, passenger tax, State tax and parking charges.
53. The vendor shall not change any terms and condition in this RFP document. It shall be binding on them in letter and spirit.
54. The start of duty timings will be as per the convenience of the user Executive. The duty timing for the drivers will be 12 hours per day. In case of using the cars beyond 12 hours, overtime charges as per contract will be paid by the Bank to the Vendor. The start of duty timing starts



from the residence of the user Executive while picking up and ends at the place where the Executive get dropped in the day end.

55. Restroom /change room or meals to the drivers will be the responsibility of the Vendor/company. The drivers will be staff of the Vendor and Bank will not be responsible for violation of any rules/regulation in this regard. Bank will not be responsible for in any way for the driver's injury, disablement or loss of life due to an accident while on duty.
56. The Vendor should make arrangements for filling the fuel from the petrol pump which is on the regular route of the user on the regular route from the residence to office of the user official. Extra running for filling fuel and any use of the vehicle by the driver will be at the cost of the Vendor.
57. **Performance Security Deposit:**
- i. The successful vendor should submit a Security Deposit for **3% value of the contract (Value of 1<sup>st</sup> year of contract)** within **seven days** from the date of acceptance of the offer for due performance of the Contract.
  - ii. The Security Deposit shall be by way of Performance Bank Guarantee/DD issued by a Scheduled Bank in India other than Bank of Maharashtra.
  - iii. The Performance Bank Guarantee should be valid for 36 months from the date of commencement of contract. The guarantee should also contain a claim period of three months from the last date of validity.
  - iv. The Performance bank guarantee will be returned to the vendor within 15 days after completion of Contract period subject to satisfactory performance and on the Vendor/firm rendering a No Demand and No Due Certificate, and after adjusting any sums due to Bank of Maharashtra from the Vendor/firm.
  - v. The Bank shall invoke the Performance Bank guarantee before the expiry of validity, if the successful vendor breaches the contract or fails to complete his obligations under the contract. The bank shall notify the vendor in writing before invoking the bank guarantee. The proceeds of the Performance Bank guarantee shall be payable to the Bank.
  - vi. Bank of Maharashtra shall have the right to withhold payment of, or make recoveries from claims due to the Vendor/firm in respect of any loss or damage caused or occasioned in respect of the services to be provided to Bank of Maharashtra under the terms and conditions of this Contract or any payment necessitated due to the infringement of any statutory obligations by the Vendor/firm. If vendor in any time period does not provide required car services as per scope of work of tender and after repeated reminder, does not show improvement in service, then bank will be at sole discretion to hire required car services from other agencies and additional cost incurred to the Bank will be recovered from vendor.



vii. The Vendor/firm shall not transfer or sublet the work to anyone without the prior written approval of Bank of Maharashtra

59. For any negligence of the service employed by the Vendor/firm or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of Bank of Maharashtra, the Vendor/firm shall be personally responsible and shall make good the loss forthwith.

60. Without prejudice to any rights or remedies under this agreement if the Vendor/firm dies, the Bank authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the Vendor/firm.

**61. Termination:**

- i. The Bank may, without prejudice to any other remedy for breach of any provision set out in this RFP and subsequent service agreement/contract for the selected Vendor, may terminate the contract/agreement by 60 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 vendor, or the engagement is not in the interest of the Bank or the Bank no more requires any such service.
- 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 any reason and without payment of any compensation, in the following cases by giving two months' notice:
  - iii. The vendor 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.
  - iv. If any charge sheet is filed by a competent authority of the Government against the Vendor/Company, or the vendor is convicted by a criminal court on grounds of moral turpitude.
  - v. For any reason whatsoever, the vendor becomes disentitled in law to perform obligations under this agreement.
  - vi. In view of forgiving Bank terminates the Contract, the Bank shall be entitled to procure services from other vendor/vendor as it deems appropriate, and the vendor shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate vendor/vendor.
  - vii. In the event of termination of the contract for any reason whatsoever, the vendor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.



## 62. Arbitration Clause

- i. The Bank and the Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective parties for any disagreement or disputes arising between themselves under or in connection of the terms of the contract.
- ii. If after thirty days from the commencement of such negotiations between the authorised personnel designated by the Bank and the Vendor, the Bank and the Vendor have been unable to resolve contractual disputes amicably, either party may require that the disputes be referred for resolution through formal Arbitration.
- iii. Arbitration proceedings shall be conducted in Pune. Language of the Arbitration shall be in English.
- iv. The Number of Arbitrators shall be three, with each side to the dispute being entitled to appoint one Arbitrator. The two Arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties.

## 63. Force Majeure Clause

Force Majeure means an event explicitly beyond the reasonable control of the vendor and if a situation arises, the vendor shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform all the 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.



## F. INTEGRITY PACT

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of month of \_\_\_\_\_ 2021, between on one hand, Bank of Maharashtra through authorized official **Shri. S.K Dwivedi, Asst. General Manager**, Corporate Services Department, Bank of Maharashtra 1501, Shivajinagar, Pune (hereinafter called the “BANK”, which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and ..... represented by (herein called the “Vendor” which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BANK proposes to carry out “HIRING OF CAR ON MONTHLY AND DAY TO DAY RENTAL BASIS FOR OFFICIAL PURPOSE FOR HEAD OFFICE AND OTHER OFFICES OF THE BANK OF MAHARASHTRA, PUNE” (said work) and the VENDOR is willing to offer/has offered for the aforesaid work and WHEREAS the VENDOR is a Limited Liability Partnership, constituted in accordance with the relevant law in the matter and the party is Corporate Services Department of Bank of Maharashtra.

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:- Enabling the BANK to obtain the desired said Equipment/product/services 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 Enabling VENDOR 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 BANK 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:

Commitments of the BANK:

- 1.1. The BANK undertakes that no officials of the BANK, connected directly or indirectly with 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 Vendors either for themselves or for any person, organization 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 BANK will, during the pre-contract stage, treat all VENDORS alike, and will provide to all VENDORS the same information and will not provide any such information to any particular VENDOR which could afford an advantage that particular VENDOR in comparison to other VENDORS.



- 1.3. All the officials of the BANK will report to the appropriate Government office 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 VENDOR to the BANK 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 BANK the proceedings under the contract would not be stalled.

## 2. COMMITMENTS of VENDORS

The VENDOR 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 in particular commit itself to the following: -

- 2.1 The VENDOR will not offer, directly or through intermediaries, any bribe gift consideration reward favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BANK, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
- 2.2 The VENDOR further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material benefit or other advantage commission fees brokerage or inducement to any officials 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 the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Government.
- 2.3 VENDORS shall disclose the name and address of agents and representatives and Indian VENDORS shall disclose their foreign principals or associates.
- 2.4. VENDORS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
- 2.5. The VENDOR further confirms and declares to the BANK that the VENDOR is the original manufacturer/integrator and 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 VENDOR,



- 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.
- 2.6. The VENDOR, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BANK 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.
- 2.7. The VENDOR will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 2.8. The VENDOR will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 2.9. The VENDOR shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the Bank as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The VENDOR also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.0. The VENDOR commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.1. The VENDOR shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.2. If the VENDOR or any employee of the VENDOR or any person acting on behalf of the VENDOR either directly or indirectly, is a relative of any of the officers of the BANK, or alternatively, if any relative of an officer of the BANK has financial interest/stake in the VENDOR's firm, the same shall be disclosed by the VENDOR 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
- 3.3. The VENDOR 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 BANK.

#### **4. Previous Transgression**

- 4.1. The VENDOR 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 in India or any Government Department in India that could justify VENDOR's exclusion from the tender process.
- 4.2. The VENDOR agrees that if it makes incorrect statement on this subject, VENDOR can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.



## 5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the VENDOR shall deposit an amount Rs 50,000 (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, and Tender fee of Rs 1,000/- with the BANK through any of the following instruments:
- 5.2. Bank Draft or Pay Order in Favour of **Bank of Maharashtra**
- 5.3. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BANK on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.4. The Earnest Money/Security Deposit shall be valid up to a period of as mentioned in the tender clause or the complete conclusion of the contractual obligations to the complete satisfaction of both the VENDOR and the BANK, including warranty period, whichever is later. Tender fee will be non-returnable once paid to the Bank.
- 5.5. In case of the successful VENDOR a clause would also be incorporated in the Article pertaining to Performance Bond/performance security deposit for the said work that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond/performance security deposit in case of decision by the Bank to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.6. No interest shall be payable by the Bank to the VENDOR in Earnest Money/Security Deposit for the period of its currency.

## 6. Sanctions for Violations:

- 6.1. Any breach of the aforesaid provisions by the VENDOR or any one employed by its or action on its behalf (Whether with or without the knowledge of the VENDOR) shall entitled the Bank to take all or any one of the following actions, wherever required to immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the VENDOR. However, the proceedings with the other VENDOR(s) would continue.
- 6.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond /performance security deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Bank and the Bank shall not be required to assigning any reason therefore.
- 6.3. To immediately cancel the contract, if already signed, without giving any compensation to the VENDOR.
- 6.4. To recover all sums already paid by the BANK, and in case of an Indian VENDOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a VENDOR from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the VENDOR from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.





- 6.5. To encash the advance Bank guarantee and performance bond/warranty bond, if furnished by the VENDOR, in order to recover the payments, already made by the Bank, along with interest.
- 6.6. To cancel all or any other Contracts with the Vendor. The Vendor shall be liable to pay compensation for any loss or damage to the Bank resulting from such cancellation/rescission and the BANK shall be entitled to deduct the amount so payable from the money(s) due to the Vendor.
- 6.7. To debar the VENDOR from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BANK.
- 6.8. To recover all sums paid in violation of this Pact by Vendor(s) to any middleman or agent or broker with a view to securing the contract.
- 6.9. In cases where irrevocable letter of credit has been received in respect of any contract signed by the BANK with the VENDOR, the same shall not be opened
- 6.10. Forfeiture of Performance Bond in case of a decision by the BANK to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

#### **7. Fail Clause:**

The Vendor undertakes that it has not supplied / is not supplying similar services 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 and if it is found at any stage that similar products/systems or sub systems was supplied by the Vendor to any other Ministry/Department of Government of India or a PSU 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 VENDOR to the BANK, if the contract has already been concluded.

#### **8. Facilitation of Investigation**

In case of any allegation of violation of an provisions of this Pact or payment of commission the BANK or its agencies shall be entitled to examine all the documents including the Books of Accounts of the VENDOR and the VENDOR 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**

All disputes whatsoever arising between the parties out of or in relation to the construction, meaning and operation of effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 days, the same shall be settled as per the procedure mentioned at ARBITRATION clause at **page no.33** of this tender in accordance with the applicable Indian laws and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at PUNE.



#### 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. NON Disclosure:

It is hereby agreed that all the parties in this agreement hereby agree as follows: Vendor shall hold all information about this tender and /or information gathered about the Bank through this process in strict confidence with the same degrees of care with which vendor protects its own confidential and proprietary information. Vendor shall restrict disclosure of the information solely to its employees, agents and sub-vendors on a need to know basis and advise those persons of their obligations hereunder with respect to such information. To use the information only as needed for the purpose solely related to this project: Except for the purpose of execution of this project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information. Vendor shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclose any information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the vendor in any future tendering process of the Bank. Any information considered sensitive must be protected by the vendor from unauthorized disclosure or access.

#### 12. Validity:

12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BANK and the VENDOR/Seller, including warranty period whichever is later, in case VENDOR is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. 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.

13. The parties herby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BANK VENDOR

Name of the Officer:

Designation: (Office Seal)



Corporate Services Department  
Bank of Maharashtra  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness: Witness

1 \_\_\_\_\_ : 1 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_ (Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_ 2 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_ (Name & Address) : \_\_\_\_\_



**G. AGREEMENT FOR EMPANELMENT OF AGENCIES FOR HIRING OF CAR ON MONTHLY AND DAY TO DAY RENTAL BASIS FOR OFFICIAL PURPOSE FOR HEAD OFFICE AND OTHER OFFICES OF THE BANK IN PUNE**

(NON – JUDICIAL STAMP (AMOUNTING RS 500))

BETWEEN

**BANK OF MAHARASHTRA**, HEAD OFFICE, LOKMANGAL, SHIVAJINAGAR, 1501, PUNE - 411005

AND

DATE OF COMMENCEMENT : \_\_\_\_\_

DATE OF EXPIRY: \_\_\_\_\_

**AGREEMENT**

“THIS AGREEMENT is made & executed at Pune on this - .....day of \_\_\_\_\_ 2021”.

BETWEEN

a proprietary firm which expression shall include the heirs, executors, Administrators, Legal representatives and permitted assigns along with its successors.) on the ONE PART hereinafter referred to as Vendor

And

BANK OF MAHARASHTRA, a body of corporate constituted under banking companies (Acquisition and transfer of undertaking) Act-1970 having its registered office at 1501, 'Lokmangal', Shivajinagar Pune - 411005 herein after called “**THE BANK**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives and permitted assigns) on the other part.

The Bank was in requirement of car for the official purposes of Head Office and other offices of the Bank on monthly and day to day rental basis. To mitigate the said purpose, the Bank has floated Tender No 11/2020-21 on \_\_\_/\_\_\_/2021. Final date for submission of Bids was \_\_\_/\_\_\_/2021. The Bids were opened on \_\_\_/\_\_\_/2021. As the Vendor has given best/lowest bid price of Rs. \_\_\_\_\_ + GST per month and Rs. \_\_\_\_\_/- per day in the bid, the Bank has finalized the Vendor on \_\_\_/\_\_\_/2021 to provide the required service. The Bank has communicated the Vendor as Lowest (L1) vendor on \_\_\_/\_\_\_/2021 and the Vendor has submitted its acceptance vide letter no ..... dated ..... Now the parties have decided to execute this agreement in accordance with the said Tender document regarding said services to be provided by the Vendor to the Bank.



The bank has approved the rates and for empaneled the Vendor for hiring of car on monthly and day to day rental basis for official purpose for Head Office and other offices of the Bank at approved rate on the terms & conditions mentioned in tender document duly accepted by you.

#### WHEREAS

The Bank is desirous of availing services for empanelment of agencies for hiring of car on monthly and day to day rental basis for official purpose for Head Office and other offices of the Bank in Pune.

**NOW THEREFORE**, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

**Now it is agreed by and between the parties following terms and conditions vide tender no 11/2020-21**

1. The vehicles should be comprehensively insured by the firm. In case of any accident or theft etc. all claims arising out of it will be met by the Vendor and Bank or its officials shall not be liable in any matter whatsoever. Bank or its officials will not be responsible for any injury sustained to driver or damage to vehicle during performance of their duties and also any damage or compensation due to any dispute between any parties during the accident or after the accident and for any disputes between them and its personal.
2. Bank shall not be responsible for any traffic infringement or infringement of any other law during performance of duty by driver provided by the Vendor. Any penalty/challan/fine for such infringement shall be payable by the Vendor and in no case shall be payable by the Bank The driver shall be briefed to not to accept any tips in cash or kind from Bank employees.
3. The parking charges and toll charges, if any, payable at any place visited by the officer of the Bank shall be paid on the spot by the driver of the vehicle. Such parking and toll charges shall be claimed by the Vendor along with the monthly bill raised by them. The receipts of such bills need to be enclosed along with the bills for payment.
4. The Vendor should have sufficient number of drivers having experience of driving in Maharashtra state and should be well conversant with the routes. The drivers should have valid license for plying transport vehicle.
5. The Vendor should always keep vehicles duly authorized by the concerned RTO for use as public transport and who should be available round the clock on his own direct telephone (office and residence) so as to respond to the call for taxis at any time including holidays also. The Vendor should have adequate number of telephone/mobile available round the clock.
6. The Vendor should be in a position to supply car on short notice as and when required and also to make arrangements for supplying standby car in case of any breakdown. All expenses will have to be borne by the Vendor in case of breakdown of the vehicle supplied. Any overtime arising due to breakdown of vehicle supplied by the Vendor shall be on its account and shall not be charged to Bank.



7. All charges towards repair /servicing of vehicle, salary of driver enhancement in any Govt. notification, fuel expenses and/or any incidental expenses on operation and maintenance of the hired car would be borne by the Vendor.
8. The Vendor should ensure that the drivers employed hold valid driving commercial license, are well trained, well behaved, reasonably educated, and conversant with traffic rules / regulations and city roads/routes as well as security instructions. Each driver employed by the firm must have a cell-phone duly activated.
9. Vehicles provided by the Vendor should bear commercial Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have minimum commercial LMV Driving License.
10. The vehicle should have valid RC, insurance, fitness certificate, road tax, permits, PUC, etc. as per RTO and Motor Vehicle rules and must be revalidated before expiry of due date during the tenure of the contract period. The contractor shall ensure that all the necessary documents i.e. RC, Insurance papers, PUC certificate, etc. are available with the drivers deployed for duty.
11. Punctuality will have to be ensured and log book shall be maintained by the drivers. The drivers shall be responsible for proper completion of the log books including obtaining the signatures of the user on day to day basis.
12. Rates once finalized based on quoted price per year will not change irrespective of change in prices of Petrol/diesel/CNG in the respective district.
13. Any complaint from the user regarding poor upkeep, maintenance, non-availability of above accessories or any of the conditions prescribed for drivers not being met would attract a penalty from the bill/security deposit as per the penalty clause and including removal of driver and /or vehicle from contract on repetition of such instance.
14. The record indicating time and mileage for each vehicle shall be maintained by the driver in a log book in a format as approved by the Bank and the log book shall be submitted to the concerned officer in Bank for scrutiny, etc.
15. A vehicle will be allowed for use only in good condition when the Milo Meter is sealed. If during the running of the vehicle it is found that the milo meter is tampered/unsealed, then forfeiture of hiring charges and a penalty as fixed by Bank will be imposed.
16. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of India.
17. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and these shall be the responsibility of the contractor. It is the responsibility of the contractor to ensure, driver to adhere to the aforesaid norms.
18. The Vendor shall submit the police verification certificate of the driver to the Bank along with photo address proof whenever demanded. Discipline courteous and well behaved drivers with police clearance and character certificates by submitted of employed by Vendor for the vehicles allotted to Bank.
19. Parking of vehicle at the office and residence shall be the responsibility of Vendor at their own risk.
20. Drivers should be of proven integrity, courteous, polite and prompt while rendering the services and free from road rage
21. Vendor 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 and 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 Tenderers.

22. Vendor 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 persons without the prior permission had in writing from the concerned officer and the Bank.
23. Vendor shall ensure that only qualified, experienced drivers possessing valid driving licenses are deputed to or be on duty, who undertakes full responsibility of safety and security of Banks staff, by ensuring safe driving, All drivers reporting to the Bank must have their police verification and necessary license, certified copy s of which should be submitted to the Bank.
24. Vendor should be able to replace the drivers who are found absent from duty or found indulging in misbehavior missing trips/ outstation visits, misusing the log sheets, refusing to do duty etc.
25. Vendor shall engage drivers who have adequate awareness/knowledge about the roads/landmarks of City and its surroundings.
26. No change of vehicle /drivers will be allowed without the prior intimation to Bank.
- 27.

Sl No	Make and Model of Car	Amount Quoted for monthly hiring	Amount Quoted for day to day rental basis.
1	Maruti -Swift Dzire/ Hyundai- Xcent/ Toyota- Etios /Honda- Amaze	Rs	For 12 hrs / 80 km i.e. Rs._____
2	Toyota Innova	----	For 12 hrs / 80 km i.e. Rs._____
3	Honda City /Ciaz	---	For 12 hrs / 80 km i.e. Rs._____
4	Breeza/Nexon/Creta	---	For 12 hrs / 80 km i.e. Rs._____
5	Toyota Altis	---	For 12 hrs / 80 km i.e. Rs._____

28. In case of any additional requirement of vehicles during the contract period above 19 vehicles, the same will have to be provided at the contract rates only. Similarly, the bank reserves the right to reduce the number of vehicles if not required.
29. The Vendor should provide all vehicles from the date of this Agreement or from the date specified by the Bank as decided by Competent Authority.

30. **PENALTIES:** Service provider will be penalized due to following



- i. .For non-providing of vehicle in time: Rs.100/- per hour of delay. 1% of the daily amount will be deducted in case of delayed reporting by the driver and Rs.1,000/- per day will be deducted in case non-availability of vehicle on any day in case of hiring on monthly basis and in addition for not providing vehicles Rs. 500/- per default of cost of hiring charges from other sources, whichever is higher.
- ii. Poor Condition of car/non deployment of specific car/ misbehavior by the Driver: Rs.200/- per default;
- iii. For violation/breach of any of the condition of the contract: Rs.1000/- per default and/or Termination of the contract/forfeiture of Performance Security.
- iv. In case of breach of contract by the contractor, the Bank Guarantee shall be invoked by the Bank and the firm shall be blacklisted in addition to termination of the contract in question. The rights of action will rest with the Bank of Maharashtra.
- v. The price quoted is exclusive of GST but inclusive of all other Taxes/Cess etc
- vi. The entire dispute shall be subject to the Pune jurisdiction.
- vii. Wherever the Vendor 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 kilometers and hours and similar kind of wrong practices by the Vendor/driver, the contract shall be liable to be terminated by the Bank with immediate effect and the security deposit shall be forfeited.

### 31. Mode of Payment

- i. No advance payment will be made
- ii. The bills should be made date wise by the Vendor and should be submitted to the Deputy/Assistant General Manager, Corporate Services Department at Lokmangal, 1501, Shivajinagar Pune on monthly basis. The bill should indicate the GST registration No and PAN no.
- iii. The bill shall be submitted along with copy of log book duly signed by the user, challans of toll tax etc. if any.
- iv. The Bank will deduct Income Tax at source under section 194 C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

### 32. Performance Security deposit:

- i. The successful Vendor whose tender is accepted by the Bank shall be bound to deposit of 3 % of contract value i.e. "Annual Contract Value" including EMD as Performance Security Deposit (PSD) in the form of banker's Cheque /DD issued by any Nationalized/Scheduled Bank favouring "Bank of Maharashtra" payable at Pune or shall submit Bank Guarantee from Public Sector Bank for period of 03 years for said amount.
- ii. The Performance bank guarantee will be returned to the Vendor within 15 days after completion of Contract period subject to satisfactory performance and on the Vendor





rendering a No Demand and No Due Certificate, and after adjusting any sums due to Bank of Maharashtra from the Vendor.

- iii. The Bank shall invoke the Performance Bank guarantee if the successful Vendor breaches the contract or fails to complete his obligations under the contract. The bank shall notify the Vendor in writing before invoking the bank guarantee. The proceeds of the Performance Bank guarantee shall be payable to the Bank.
- iv. The Bank shall have the right to withhold payment of, or make recoveries from claims due to the Vendor/firm in respect of any loss or damage caused or occasioned in respect of the properties of the Bank under the terms and conditions of this Contract or any payment necessitated due to the infringement of any statutory obligations by the Vendor

### 33. Service Requirements:

- i. The Bank proposes to hire cars on monthly and on day to day basis for use of official purpose for Head Office and other offices of the Bank in Pune. The cost is inclusive of providing drivers with proper uniform, day to day repair and maintenance, servicing, upkeep of vehicles and fuel charges etc.
- ii. The contract will be for a period of 01-year subject to further renewable for 02 consecutive years subject to satisfactory performance and it is likely to commence from the date of execution of the agreement on the same rates, terms and conditions depending upon the requirement and administrative convenience of the Bank. The vehicle will be hired on duty point to duty point basis. The time and mileage shall be taken into account from the reporting/ release place i.e., start and terminate at picking-up and dropping points. Cars can also be used on holidays, Saturday/Sunday, as and when required. In other words there shall be no dead mileage and the to and fro journeys from the vendor office/origin point to the reporting place and releasing place to vendor office/origin point will not be counted for computing the mileage or time. The vehicles to be provided should not be older than 01.04.2018 and should not have covered more than 30,000 kms. The cars to be provided by the Vendor daily should be in perfectly good and sound conditions mechanically as well as dent free and also well maintained during the contract period. The colour of the vehicle should be white/Blue. The cars should be fitted with all modern features such as AC, clean white towels and seat covers, quality radio music system, reading lamp, tissue paper box, car perfume, seat belts front and rear, umbrella during monsoon and atomised tools and spares. The vehicle(s) provided should have desired safety features such as AC, ABS, EBD, ESC, Alloy wheels, Powered windows/Breaking /Steering etc. and in good working conditions. The bank reserves the right to increase or reduce the number of car without assigning the reason and it is obligatory on part of the Vendor to accept it and not to contest it.
- iii. Driver, preferably below the age of 55, with vehicle should report for duty on all days to the assigned Executive as required/instructed by him/her. Instructions regarding the time and place of reporting and any other details should be obtained from the concerned Executive/ members of family. Driver should report to Transport officer of the bank when the Executive is on leave or away. The vehicle and driver are not to be changed without official's permission.



- iv. Duration of the duty for the day shall be reckoned from the time of reporting to the Executive. Extra hours/outstation stay/trip/, if any, shall be calculated and paid. The rate per hour will be derived from the amount quoted by the operator for month per vehicle, i.e. 30 days\*12 hours a day is 360 hours.
- v. The drivers engaged shall be fully trained and adequately experienced drivers. They should be medically fit in all aspects. They should be free from infectious diseases, they should be non-smokers, non-alcoholic, abstain from chewing tobacco, etc.
- vi. Vendor should ensure that the drivers observe cleanliness of the vehicle and self. They should wear fresh proper/formal uniforms, white shirt and pant with their names printed on plastic cards/badges and formal black/brown shoes.
- vii. Vendor shall supply vehicles not older than two years (01/04/2018) which shall be fixed with the Banks logo/Name plates and at the disposal of the Bank and shall not be used for any other duty/purpose.
- viii. Vehicle shall be parked within the Banks premises if parking is available during office hours or may be directed to be parked in Vendor location, it's the discretion of the bank to decide on parking and shall be binding on the Vendor to adherence. During night hours or when not in use car shall be parked in the open area within the office/residential premises of the Executive subject to parking availability again at the discretion of the bank to allow the parking. The parking of vehicle will be at the risk of the Vendor. Bank shall not be held responsible for damage/loss or theft of vehicle.
- ix. If any of the driver employed by the Vendor/firm is found to be under performing or any misbehaviour is found / reported while on duty, Bank reserves the right to ask for a suitable substitute

#### 34. INDEMNITY & LIABILITY:

- i. Vendor agrees to indemnify the Bank against all losses or claims in respect of any or all statutory / financial obligations arising out of any negligence or misconduct on the part of the driver 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 Tenderer only.
- ii. Bank shall be liable only for paying monthly retainer/hiring charges. Vendor 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 Vendor or its driver/s or employees. The drivers will be the employees of the Vendor. The Bank will have no master servant relationship with the driver. 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.
- iii. In case the staff / drivers of the Vendor 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 Vendor



- iv. The vehicles must be covered with comprehensive insurance policy against every conceivable liability, Road taxes, State permits / licenses etc., and Vendor must comply with all the statutory obligations in respect 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.
- v. Vendor shall comply with the Rules / regulations under Motor vehicle act and also prescribed by the competent 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.
- vi. All claims and incidental expenses thereof during period of offering service shall be borne by the Vendor.
- vii. Vendor shall be responsible for all legal compliances prescribed by Government of India and the respective State Governments concerned which shall among others include law relating to Income Tax, Accidents, ESI, PF, Contract Labour (Abolition & Regulation) Act etc. The Tenderer 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.
- viii. Payment to the Vendor will be based upon the logbook maintained by the driver. It is, therefore, necessary that the logbook is / be signed by the user of the vehicle on a daily basis. The logbook will also contain complaints and poor services noticed by the user. In case of deficiency of services / complaints, the Bank shall impose suitable costs / damages to be deducted from the monthly bill. The decision of Corporate Services Department will be final and binding on the Vendor.

### 35. Other Terms & Conditions

- i. The Vendor shall not transfer or sublet the work to anyone without the prior written approval of the Bank.
- ii. For any negligence of the service employed by the Vendor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of the Bank the Vendor shall be personally responsible and shall make good the loss forthwith.
- iii. Without prejudice to any rights or remedies under this agreement if the Vendor/proprietor dies, the Bank authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the Vendor/firm.

### 36. Termination

- i. The Bank may, without prejudice to any other remedy for breach of any provision set out in this tender and subsequent service agreement/contract for the selected Vendor, terminate the agreement by giving 60 days' written 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.
- ii. OTHER GROUNDS FOR TERMINATION: The Bank is entitled to terminate this agreement for any reason at its absolute discretion forthwith without any reason and without payment of any compensation, in the following cases by giving 60 days' notice:
  - iii. The Vendor is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being Vendor is ordered to be wound up by a Court of competent jurisdiction.
  - iv. If any charge sheet is filed by a competent authority of the Government against the Vendor, or the Vendor is convicted by a criminal court on grounds of moral turpitude.
  - v. For any reason whatsoever, the Vendor becomes disentitled in law to perform obligations under this agreement.
  - vi. In the event of failure of the Vendor to provide the services or part thereof, as mentioned in the agreement/tender document for any reasons whatsoever, the Bank shall be entitled to procure services from other sources and the Vendor shall be liable to pay to the Bank, the difference of payments/excess payment made for such other services, besides damages for the period of failure in providing the services or part thereof.
  - vii. In the event of Bank terminates the Contract, the Bank shall be entitled to procure services from other vendor/contractor as it deems appropriate, and the Vendor shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate vendor/contractor.
  - viii. In the event of termination of the contract for any reason whatsoever, the Vendor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

### 37. Arbitration Clause

- i. The Bank and the Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective parties, any disagreement or disputes arising between themselves under or in connection of the terms of the contract.
- ii. If after thirty days from the commencement of such negotiations between the authorised personnel designated by the Bank and the Vendor, the Bank and the Vendor have been unable to resolve contractual disputes amicably, either party may require that the disputes be referred for resolution through formal Arbitration.
- iii. Arbitration proceedings shall be conducted in Pune. Language of the Arbitration shall be in English.
- iv. All the disputes and differences of any kind whatsoever arising out of or in connection shall be referred to Arbitration sole arbitrator appointed by the Bank. Expenses of the Arbitration shall be borne by the parties on equal proportion. The Award of Arbitrator shall be final and binding of the parties.



### 38. Applicable Laws & Jurisdiction:

This agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this agreement.

### 39. Severability:

If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable. In the event any court or other government authority shall determine any provisions in this Agreement is no amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment. In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.

### 40. Non-disclosure and Confidentially

It is hereby agreed that the Vendor in this agreement hereby agree as follows.

Vendor shall hold all information about this Agreement as well as about tender document and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which Vendor protects its own confidential and proprietary information. Vendor shall restrict disclosure of the information solely to its employees, agents and Sub-Contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such information.

- i. To use the information only as needed for the purpose solely related for the purpose of this Agreement.
- ii. Except for the purpose of this agreement, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information.
- iii. Vendor shall not disclose any information to parties not involved in supply of the similar services forming part of this agreement and disclosure of information to parties not involved in supply services forming part of this order will be treated as breach of trust



and invite legal action. This will also mean termination of the contract and disqualification of the Operator/Vendor in any future tendering process of the Bank.

- iv. Any information considered sensitive must be protected by the Vendor from unauthorized disclosure or access.

IN WITNESS WHEREOF the parties hereto have set their hands on the day..... and date..... first hereinabove mentioned.

Signed by

For **Bank of Maharashtra.**

&

For - M/s. \_\_\_\_\_

(Authorized Signatory)

Witness

From Bank of Maharashtra Side

From Vendor \_\_\_\_\_

1.

1.

2.

2.



ANNEXURE

BANK GUARANTEE- PAYMENT OF PERFORMANCE SECURITY DEPOSIT

Bank Guarantee No.
Bank Guarantee Amount
Date
Claim Amount
Account

THIS GUARANTEE AGREEMENT executed at \_\_\_\_\_ this ..... Day of Two Thousand Twenty One  
**BY**

.....**issuing Bank**....., a body corporate constituted under Banking Corporation (Acquisition and Transfer of Undertakings) Act, 1980, having its Registered Office/ Head Office at ..... and a Branch Office at..... (Hereinafter referred to as “**the Guarantor**”, which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns)

**In favour of**

Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 and having its Registered office at 1501, Lokmangal, Shivajinagar, Pune – 411005 (hereinafter referred to as “**BANK**” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. **WHEREAS** Bank of Maharashtra, Shivajinagar, Head Office, Pune and M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called “**the vendor**” which expression shall unless repugnant to the extent and meaning thereof includes its successor and assign) have entered into contract for work of “ \_\_\_\_\_ ” and related tender Documents( Tender No.AX1/CSD/11/20-21dated 20/1/2021.), general terms and conditions of Contract, Letter of Intent (LOI) and Agreement (hereinafter collectively referred to as “**the said documents**”, with ..... and said **VENDOR** has accepted the work more particularly described in the bill of quantities to the said documents (hereinafter collectively referred to as “**said work**”), subject to payment of the purchase price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

2. **AND WHEREAS** pursuant to the above arrangement, the **BANK**, has placed work order dated ..... for “ Hiring of car on monthly and day to day rental basis for official purpose for Head Office and other offices of the Bank In Pune, Maharashtra” (hereinafter referred to as “**The**



Work Order”), with ....., subject to the terms and conditions contained in the said documents and the VENDOR has duly confirmed the same.

3 .AND WHEREAS the said documents and the unconditional, unqualified and absolute acceptance by the VENDOR are hereinafter collectively referred to as “the Contract”.

4 .AND WHEREAS the VENDOR has returned the duplicate copy of the Work Order duly signed as token of its unconditional, unqualified and absolute acceptance, for the said work and has confirmed the performance/ execution of the said Contract and the said documents.

5. AND WHEREAS in accordance with the terms and conditions of the Contract, the VENDOR has agreed to procure an unconditional and irrevocable performance Bank guarantee, in favour of the BANK of Maharashtra, Head Office Pune from a Scheduled BANK (herein referred as **Guarantor**), for securing towards faithful observance and performance by the VENDOR of the terms, conditions, covenants, stipulations, provisions of the said Contract.

6. AND WHEREAS at the request of the VENDOR, the Guarantor has agreed to guarantee the BANK, payment of ..... towards faithful observance and performance by the VENDOR of the terms of the Contract.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In consideration of the above, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the BANK as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the BANK at its office at 1501, Lokmangal ,Shivajinagar Pune forthwith, an amount of **Rs. ....** or any part thereof, as the case may be, as aforesaid due to the BANK from the VENDOR, towards any loss, costs, damages, etc. suffered by the BANK on account of default of the VENDOR in the observance and performance of the terms, conditions, covenants, stipulations, provisions of the contract, without any demur, reservation, contest, recourse or protest or without any reference to the VENDOR. Any such demand or claim made by the BANK, on the Guarantor shall be conclusive and binding notwithstanding any difference or any dispute between the BANK and the VENDOR or any dispute between the BANK and the VENDOR pending before any Court, Tribunal, Arbitrator, or any other authority.
2. The Guarantor undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the BANK and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the BANK, in writing.





3. The BANK shall be the sole judge to decide whether the VENDOR has failed to perform the terms of the said Contract by the VENDOR to the BANK and on account of the said failure what amount has become payable by the VENDOR to the BANK under this Guarantee. The decision of the BANK in this behalf shall be conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the BANK to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
4. To give effect to this Guarantee, the Guarantor shall be liable under this guarantee as if it were the principal debtor.
5. The liability of the Guarantor, under this Guarantee shall not be affected by
  - i. any change in the constitution or winding up of the VENDOR or any absorption, merger or amalgamation of the VENDOR with any other Company, Corporation or concern; or
  - ii. any change in the management of the VENDOR or takeover of the management of the VENDOR by the Government or by any other authority; or
  - iii. acquisition or nationalization of the VENDOR and/or of any of its undertaking(s) pursuant to any law; or
  - iv. any change in the constitution of the BANK; or
  - v. any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
  - vi. The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed **Rs. ....../-**.
7. This Guarantee will expire on completion of 07 years from the date of Guarantee. Any demand or claim under this Guarantee must be received by the Guarantor within above said period and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the BANK under this Guarantee shall cease.
8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of



Pune city where the BANK has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

9. Bank of Maharashtra shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement/tender including without limitation to extend from time to time, the time for the performance of the Agreement/tender by the Vendor or to postpone from time to time any of the powers exercisable by BANK of Maharashtra against the Vendor, to forbear or to enforce any of the terms and conditions of the Agreement/tender, without in any manner affecting this Guarantee and without notice to or assent of the BANK provided that nothing contained hereinabove extends or enlarges the liability of the BANK under this guarantee.
10. The Guarantor waives any right requiring to BANK of Maharashtra proceed first against the Vendor or requiring BANK of Maharashtra to first enforce any other security or any other guarantee.
11. The Guarantor agrees and confirms that its obligation to make payment to BANK of Maharashtra on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of BANK of Maharashtra the legal consequence of which may be the discharge of the BANK as guarantor.
12. The Guarantor declares and confirms that the BANK has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the BANK has full power to enter into and performance & discharge its obligations undertaken hereunder and this Guarantee constitutes legal, valid and binding obligation of the BANK, enforceable in accordance with its terms.
13. This guarantees shall be governed by and construed in all respects according to the laws of the India and shall be subject to the jurisdiction of the court in Pune.
14. All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched and acknowledged as received as follows:

IF to the BANK:  
The Branch Manager  
The Name of BANK and Address



IF to BANK of Maharashtra, Head office, Pune:  
BANK of Maharashtra, Lokmangal,  
Head office, Shivajinagar, Pune - 411005.

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above, all notices, demands and other communications shall be made in writing thru letter/ fax or courier/registered post.

15. Any forbearance or indulgence on the part of BANK of Maharashtra, Head office, Pune in the enforcement of the covenants, agreements, conditions and provisions express or implied on the part of the Vendor to be performed, observed or complied with by the Vendor under the Agreement /terms & conditions of tender shall in no way relieve the Guarantor of its liability under the Guarantee provided that nothing contained hereinabove extends or enlarges the liability of the Guarantor under this guarantee.
16. Terms and expression defined in the Agreement / tender and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

**Notwithstanding anything contained herein:**

- i. The BANK's liability under this Bank Guarantee shall not exceed **Rs...../-**
- ii. This BANK Guarantee shall be valid up to 03 years i.e. / / **2024** and
- iii. The Guarantor is liable to pay the Guaranteed amount or part thereof under this BANK Guarantee only and only if the beneficiary(BANK) serves upon the Guarantor a written claim or demand on or before / /**2024** (Date of Expiry of Guarantee).
- iv. Every Guarantee shall be issued (regardless of the guarantee period) with a minimum claim period of one year from the date of expiry on top of the guarantee period so as to avail benefit of Exception 3 of the Section 28 of the Indian Contract Act, 1872.  
OR
- v. If a BANK Guarantee is issued with a claim period of less than one year and three months on top of the guarantee period, then such guarantee will not have the benefit of Exception 3 of the Section 28 of Indian Contract Act,1872.

This guarantee is non-assignable and non-transferable.

**IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN**

SIGNED AND DELIVERED BY  
the within named Guarantor,  
\_\_\_\_\_

by the hand of Shri. \_\_\_\_\_,



its authorized official.

- Note: -**
- a) The Name and Designation of the Authorized officer(s) of the BANK should be compulsorily mentioned.
  - b) A copy of the resolutions/power of attorneys authorizing the officer(s) for executing the aforesaid guarantee.



VOL-II

PRICE BID



PRICE BID

PART-A: For hiring of vehicle on monthly basis:

*(It should be typed neatly without any errors. Hand written Price Bid will be summarily rejected)*

Sl No	Make and Model of Sedan Car on or after 01/04/2019	Manufacturing /registration date of Cars	Rate quoted per month per car. (To be quoted in numerical & words in Indian Rupees)
<b>For 1<sup>st</sup> Year:</b>			
1.	Maruti -Swift Dzire/ Hyundai- Xcent/ Toyota- Etios /Honda- Amaze		Rs. _____/-  In words: _____ _____
<b>For 2<sup>nd</sup> Year:</b>			
2.	Maruti -Swift Dzire/ Hyundai- Xcent/ Toyota- Etios /Honda- Amaze		Rs. _____/-  In words: _____ _____
<b>For 3<sup>rd</sup> Year:</b>			
3.	Maruti -Swift Dzire/ Hyundai- Xcent/ Toyota- Etios /Honda- Amaze		Rs. _____/-  In words: _____ _____
<b>Total of (1<sup>st</sup> Year + 2nd year +3<sup>rd</sup> Year) for per car</b>			Rs. _____/-  In words: _____ _____

**Note:**

1. Present requirement of vehicles for Bank is **19 no's**, however it may vary based on banks requirement.
2. The above rates are exclusive of GST
3. The rates are inclusive of fuel, driver and other taxes/ maintenance charges.
4. The monthly rent will be paid for a period of 1200 kms, up to 350 hours of journey in a month. The distance in excess of 1200 kms will be paid @ Rs.13.00 per km and Rs. 80.00 per hour in excess of 350 hours. Night halt will be paid @ Rs.300.00 per night and Rs. 150/- for food in case of outstation journey where night halt is required.
5. The above rates will include cost of fuel/lubricants, salary/wages of driver any govt. charges or enhancement in notification of wages, road taxes/octroi, insurance and maintenance



charges this will be binding on the vendor for the above duration and no changes in rates will be accepted by the bank.

6. The car will be provided for 365 days / 1 (one) calendar year including Sundays and holidays and also beyond 350 hours. The vendor shall provide the same for the entire period as required and ensure mechanical and road fitness of vehicle.
7. The vendor, whose monthly rates are lowest, will be treated as L 1 vendor for each type of vehicle.
8. In case of tie in the price bid, both the vendors will be asked to submit a fresh quotation in sealed cover for that particular category of vehicle only and subsequent L1 will be decided or the bank may decide on the allocation of work as required.
9. Once vehicle and driver deployed to the respective executive, same shall not be changed unless it is informed to the executive and bank and the vehicle shall not be deployed elsewhere for any other duty without banks permission. Drivers can be changed with the consent of bank.
10. Rates once finalized based on quoted price per year will not change irrespective of change in prices of Petrol/diesel/CNG in the respective district

**SIGNATURE OF OWNER / DIRECTOR/AUTHORISED SIGNATORY**

Official Seal/Stamp

Date:



**PART-B: For hiring of vehicle on day to day rental basis**

(Vendor has to quote rate only. The rate shall be aligning with prevailing market rate. However, Bank will finalize the individual L1 rates among the submitted quotes by all the vendors. The L1 vendor based on quoted rate of Part- A has to accept the Bank's finalized rate for PART-B.)

Sl No	Make and Model of Car	Local hrs / 80 kms	12 (Rs.) in local & outstation per km	Extra charge (Rs.) in local	Extra hr in local	Detention time per hr in out 12 hrs station used more than 300 kms/day	Night halt charges per night 12 – 6 AM
		(Rs)	(Rs)	(Rs)	(Rs)	(Rs)	(Rs)
<b>For 1<sup>st</sup> Year:</b>							
1	Dzire/Etios/Hyundai Accent/Honda Amaze						
2	Toyota Innova						
3	Honda City /Ciaz						
4	Breeza/Nexon/Creta						
5	Toyota Altis						
<b>For 2<sup>nd</sup> Year:</b>							
1	Dzire/Etios/Hyundai Accent/Honda Amaze						
2	Toyota Innova						
3	Honda City /Ciaz						
4	Breeza/Nexon/Creta						
5	Toyota Altis						
<b>For 3<sup>rd</sup> Year:</b>							
1	Dzire/Etios/Hyundai Accent/Honda Amaze						
2	Toyota Innova						
3	Honda City /Ciaz						
4	Breeza/Nexon/Creta						
5	Toyota Altis						

Note: 1. The above rates are exclusive of GST

2. The rates will include cost of fuel/lubricants, salary/wages of driver, road taxes, insurance and maintenance charges.

**SIGNATURE OF OWNER / DIRECTOR/AUTHORISED SIGNATORY**

Official Seal/Stamp

Date: