

\BANK OF MAHARASHTRA Corporate Services Department, Head Office, Lokmangal, 1501, Shivajinagar, Pune 411 005 invites two-bid sealed tenders from the registered, experienced and financially sound service providers to provide vehicle rental services to Bank of Maharashtra Head Office situated at Lokmangal, 1501, Shivajinagar, Pune and its other offices in major Metro and cities outside Pune district and in other states(as per list enclosed as annexure) on monthly & day to day requirement basis for official purpose. The contract will be for a period of 12 (twelve) months, subject to renewal on satisfactory performance service provider

I. 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. 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 detailed below in subsequent para Interested agencies are requested to go through in detail and submit their sealed offer latest by 21/09/2019

II. Definitions:

Experience: Bidder must have a minimum five years' experience in supplying cars on contract in the contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

The Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between Bank of Maharashtra and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

Employer / Bank' means Bank of Maharashtra having its Head Office at Lokmangal, 1501, Shivajinagar, Pune 411 005.

'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.

'Bidder' 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.

'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.

'The schedule of quantity' means the schedule of quantity as specified and forming part of this contract.

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 contractor hereunder and work to be done by the contractor under the contract.

'Month' means calendar month.

'Week' means seven consecutive days.

'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.

LANGUAGE: The language in which the contract documents shall be drawn shall be English.

III. The other details of the tender are as under:

1.	Name of Work	EMPANELMENT OF TRAVEL AGENCIES FOR HIRING OF VEHICLES ON MONTHLY & DAY TO DAY RENTAL BASIS FOR OFFICIAL PURPOSE TO Bank of Maharashtra Head Office Pune and its other offices in Pune
2	Cost of Tender Documents cum processing Fee (Nonrefundable)	Rs.1,000/- (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 Tender ID: BOMCAR01/2019-20
3	Earnest Money Deposit (EMD)	DD of Rs.50, 000.00 (Rupees Fifty Thousand Only) as EMD submitted in favour of "Bank of Maharashtra" payable Pune along with technical bid envelope which shall be converted into Security Deposit for successful contractor, whose tender is accepted.
4	Security Deposit (ISD)/Bank Guarantee from Public Sector Bank.	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to Rs. 1, 00,000/- (One Lakh Only) of accepted "Annual Contract Value" including EMD as Security Deposit (SD) in the form of banker's Cheque /DD issued by any Nationalized/Scheduled Bank favouring " Bank of Maharashtra " payable at Pune or Bank Guarantee of Rs. 100000/- (One Lakh only) from Public Sector Bank.
5	Date for downloading of Tender Document	07/09/2019 to 21/09/2019 from Bank's website "https://www.bankofmaharashtra.com."
6	Pre-Bid Meeting	At 3.00 PM on 17/09/2019 at address mentioned hereinafter. All queries are to be submitted on email ID rajeev.kulkarni@mahabank.co.in on or before 17/09/2019 in format at annexure. Only vendors who have purchased the tender document shall be permitted to attend the prebid meeting.
7	Date of clarifications on the Bidder's queries at Head Office	17/09/2019 (No individual communication shall be provided to any Bidders). It Will be uploaded in Banks website.

8	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.	Up to 02:00 PM on..21/09/2019 . Note: 1. It is sole responsibility of the bidder 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 agency/speed post or any other mode for the reasons whatsoever. 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.
9	Address for submission and opening of Technical bid.	The Asstt. General Manager, Corporate Services Department Bank of Maharashtra, Head Office, Lokmangal, 1501, Shivajinagar Pune-411 005 Maharashtra
10	Date and Time of Opening of Technical Bid	4:00 PM on 21/09/2019 at above address
11	Date and Time of opening of Price-Bid	Will be intimated later.
12	Validity for Offer	3 (three) months from the date of opening of price bid
13	Contact details	For Technical queries: Shri. Rajeev Kulkarni, Manager, Corporate Services Department, Head Office, Pune Email : Rajeev.kulkarni@mahabank.co.in Cell :917507104996 Landline-020-25614238

2. 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.
3. Tenders received without EMD and Non-Refundable Cost of Tender Documents shall be summarily rejected and such bidders **shall not be allowed** to participate in the tendering process. Vendor having NSIC certificate not submitting cost of tender document will not be considered. As vendors participating on virtue of NSIC certificate and becomes L1 aftermath the tendering procedure and withdraw/back out to execute the job, it results loss to the Bank only and inconvenience to the Bank. Therefore serious bidders are only requested to participate.
4. 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.

5. The interested vendors shall submit the documents/testimonials pertaining to eligibility criteria on or before 21/09/2019, at the Head Office Pune. After scrutiny of the documents, the quotations of pre-qualified bidders shall be opened.
6. Tenders can be downloaded from www.bankofmaharashtra.com (link) <Tenders>. It shall be responsibility of the bidder to arrange and ensure that all pages of tender are properly bound. Tenders in loose pages shall be disqualified.
7. Conditional tenders shall be summarily rejected.
8. This tender document is not transferable. Only the bidder, who purchased this tender is entitled to quote.

Sd/-
Asstt. General Manager,
Security, Corporate Services & Cash Management
Head Office, Pune

IV. Technical Eligibility Criteria

The bidder must fulfil the following technical specifications in order to be eligible for opening of financial bids and award of the contract

1. The Registered Office of the bidder should be located in Pune , Maharashtra and at other states having branch office An attested copy of the registration certificate of their office in Pune shall be enclosed.
2. 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.
3. The bidder should have a minimum annual turnover of Rs. 100.00 lakhs average during the last three financial years i.e 2016-17, 2017-18 and 2018-19 . Copies of profit and loss account and balance sheets duly certified by the CA along with ITR for these three years must be enclosed with the quotations.
4. The bidder 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.
5. The bidder must have at least twenty cars (20 cars) not older than two years (01/04/2018) registered in its name in MAHARASHTRA state. A list of such vehicles with self attested copies of RCs should be attached with the quotation.
6. An undertaking from the bidder Company/Proprietorship/Partnership firm stating that the firm has not been blacklisted by any Central Government Department/Ministry/PSU/Bank, or State Government etc. must be attached with the bid documents.
7. The basis to reputed organisations particularly Central /State Governemt, Govt. Departments/PSUs . The bidder 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.) Annexure VII
8. The firm should follow labour laws (Both Central and State) and should be registered with ESIC.

Check list at Annexure VI to be filled in by the agency.

Last date for submission and procedure:

Last date for submission/receipt of tender(s) is 21/09/2019 at 14.00 hours. The Technical 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 bidders will be evaluated and the financial bids of the technically qualified bidder will be opened on the date and time as decided by the TOC.

(i) For cars hiring on monthly basis: The bidders who have quoted lowest price for the category of vehicle(s) will be awarded the contract in that category. The EMD of the L1 bidder(s) will be forfeited if they backs out or refuse to accept the contract on the quoted rates and tender terms and conditions.

(ii) For hiring of cars on day to day requirement basis: The competent authority of the Bank will finalize the rates and the agencies may be offered to submit their consent for providing services at the rates approved by the Bank. Technical bids should be sent as per the attached technical bid check list. 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 tender by FAX will be entertained.

V. Instructions to the bidders

1. Sealed quotation will be submitted in two parts namely **Technical** and **Financial** in two different cover super both these covers should be clean and **marked with financial bid and technical bid and put in a common cover with scribing “EMPANELMENT OF TRAVEL AGENCIES FOR HIRING OF VEHICLES ON MONTHLY & DAY TO DAY RENTAL BASIS FOR OFFICIAL PURPOSE FOR HEAD OFFICE AND OTHER OFFICES OF THE BANK. Bids should be submitted with covering letter as per format given in V and declaration in Annexure VI.**
2. The technical bid will contain only documents relating to eligibility criteria and Tender cost & EMD. The financial bid shall be submitted in a separate cover and bids of the technically qualified bidder will only be opened by the tender opening committee of the Bank.
3. Earnest Money Deposit (EMD): The bidder should deposit EMD amounting to Rs. 50,000/- (Rupees fifty thousand only) along with the technical bid in the form of Demand Draft in the name of Bank of Maharashtra Payable at Pune which will be returned to the unsuccessful bids on finalization and award of contract to the successful bidder(s). The bid without EMD shall be rejected and no correspondence will be entertained on this subject.
4. Performance Security: The successful bidder(s) will have to deposit performance security/Bank Guarantee amounting to Rs. 100,000/- (balance of EMD) in the form of DD favoring Bank of Maharashtra payable at Pune. The security deposit /Bank Guarantee shall be forfeited in case of any default on the part of the agency in not providing proper or satisfactory service. In this regard, the decision of competent authority shall be final and binding on the agency. The security deposit amount will be released to the agencies after successful completion of the contract period.
5. The bidders should convey acceptance of the award of contract within 3 (three) days of receipt of the work order.
6. The bidders should execute and commence the agreement within 7 days of the receipt of the work order.
7. Interested operators are requested to read the following eligibility criteria along with terms and conditions for self-assessment and furnish the details in the enclosed technical bid format.

VI. Service Requirements:

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.
2. The contract will be for a period of twelve months 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 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 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 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
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.
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 operator 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. They should be free from infectious diseases, they should be non-smokers, non-alcoholic, abstain from chewing tobacco, etc.
6. 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.
7. Operator shall supply only brand new vehicles 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 during office hours or may be directed to be parked in agency location, it's the discretion of the bank to decide 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.

VII. Detailed Terms and Conditions.

1. The vehicles should be comprehensively insured. In case of any accident or theft etc. all claims arising out of it will be met by the agency 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 agency. Any penalty/challan/fine for such infringement shall be payable by the agency 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.
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 agency 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 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. Discipline courteous and well behaved drivers with police clearance and character certificates be submitted of employed by agency for the vehicles allotted to Bank.
5. Only such tour operator/agency 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.
6. The agency 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 agency 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 agency.
8. The firm should ensure that the drivers employed hold valid driving 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 Agency 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. Termination of the contract: The contract may be terminated with one month's notice by either party. Notwithstanding the aforesaid point, if the contractor 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 one month's notice.
12. 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.
13. Rates once finalized will be fixed at least for a period of three years and there shall be no escalation or price variation for whatsoever reason.
14. 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.
15. 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.
16. 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.
17. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of India.
18. 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.
19. The successful bidder shall submit the police verification certificate of the driver to the Bank along with photo address proof whenever demanded.

20. Payment of Bills:

- a. No advance payment will be made.
- b. The bills should be made date-wise by the contractor and should be submitted to the Assistant General Manager, Corporate Services Department of Bank at Lokmangal, 1501, Shivajinagar, Pune on monthly basis. The bill should indicated the GST registration No. and PAN No.
- c. The bill shall be submitted along with copy of log book duly signed by the user, challans of toll tax etc. if any
- d. 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.

PENALTIES: Lapses due to service provider will be viewed

- a. 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.
- b. For not providing vehicles: Rs.500/- per default or cost of hiring charges from other sources, whichever is higher;'

- c. Poor Condition of car/non deployment of specific car/ misbehavior by the Driver: Rs.200/- per default;
 - d. 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 penalties 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.
 - e. In case of breach of contract by the contractor, the Bank Guarantee shall be revoked 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.
 - f. The price quoted is exclusive of GST but inclusive of all other Taxes/octroi/Cess etc.
 - g. The entire dispute shall be subject to the Pune jurisdiction.
 - h. The tender process of the contract can be terminated at any time without any notice at the discretion of the Bank.
 - i. Wherever the Operator 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 Operator/driver, the contract shall be liable to be terminated by the Bank with immediate effect and the security deposit shall be forfeited.
- 21.** Drivers should be of proven integrity, courteous, polite and prompt while rendering the services and free from road rage
 - 22.** Operators 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.
 - 23.** Operator 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.
 - 24.** Operator 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 Deputy General Manager CSO and CSD Head Office Pune.
 - 25.** Operator 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.
 - 26.** Operator shall engage drivers who have adequate awareness/knowledge about the roads/landmarks of Pune City and its surroundings.
 - 27.** 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.

28. 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.
29. Drivers shall be provided with mobile phones to enable the Bank to contact them at any time and place.
30. Selected operator L1 should provide all vehicles within one month from the date of award of work.

8. BID EVALUATION PROCESS:

For the purpose of Tender, the short listed eligible applicants will be evaluated in the following manner

1. Sealed envelope super scribing "Technical Bid for Empanelment of Transport car operators for the use of Executives of BOM containing documents supporting desired eligibility criteria, duly filled Annexure 1 and Earnest Money Deposit of Rs. 100000/- (Rupees One Lakh Only) in the form of Demand Draft of any Nationalized/Scheduled Bank in favour of Bank of Maharashtra Payable at Pune duly addressed to Asstt. 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.
2. Technical bids shall be evaluated based on the predefined eligibility criteria, verification of credentials, site visits and on the confidential reports/inputs received from the current/previous employers. Thus qualified will be called as "Empaneled Transport car operators BOM. The panel will be in force for consecutive three years from the date of approval, during which price/Commercials bids shall be invited only from them to meet Banks ensuing requirement.
3. Empanelled operators will be intimated of their eligibility for further consideration.
4. If necessary, the authorized representatives of Bank will visit many/few of the applicant's client offices in order to evaluate the performance of the applicants.
5. However bank reserves right to reject any or all tender without assigning reasons thereof.
6. Please note, the applications received are duly evaluated based on the details/supporting documents furnished by the applicants. It is the sole responsibility of the applicants to submit the desired documents. Missing/non submission of supporting documents shall lead to rejection of applications. Operators are requested to submit typed and completed technical bid so as to reach us before 4.00 pm on 21/09/2019 (No hand written quotations to be submitted).
7. 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.
8. 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.

9. Pre bid meeting will be held on 17/09/2019 at 4.00 pm at Corporate Services Department Head Office Lokmangal 1501 Shivajinagar Pune 411005. It's important to purchase the tender document and produce the proof before attending the Price Bid meeting.
10. Earnest money Deposit will be refunded without any interest therein to all except the successful bidder within 7 days from the date of approval of the tenders by the competent Authority.
11. The duration of the contract for the above services would be for a period of 12 months from the date of acceptance and on satisfactory service it is subject to renewal for a further period of two year on the same terms and conditions. However, the contract will not be renewed beyond 3 years.
12. The courts in Pune City alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.
13. Bank of Maharashtra discourages the stipulation of any condition by the tenderers. The conditional tender will be liable to be rejected.
14. 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.
15. **Validity of Price Bid: (As per Annexure II).** The price bid shall be valid for a period of 90 days from the last date of submission.
16. Final award of the contract will be subject to the approval of the Competent Authority in the Bank.
17. Any influencing or concession for service will result to rejection of the agency in participating of the tender process and make them ineligible.

IX. OTHER SPECIAL CONDITIONS:

- i. 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 Operator as per requirement under the contract, are not provided, or where the Operator or his driver / s indulged in fraudulent activities then without prejudice to the Bank's other rights, powers and remedies under this contract, appropriate deductions will be made as per the assessment made by the Head of the Liaison Department and the same shall be binding and final and no further representation will be entertained by the Bank.
- ii. Bank reserves the right to terminate the contract by giving 15 days' notice and without assigning any reason whatsoever.
- iii. Canvassing in any form entails disqualification from further consideration.
- iv. Any bidder found influencing or intimidating other bidders shall be liable to / for disqualification.
- v. Bank's decision in respect of any dispute arising out of the hiring of vehicle services shall be final and binding on the Operator or his driver/s.

vi. Operator shall procure and arrange at his expense all necessary permits, certificates and licenses required under any or all applicable laws, regulations, ordinances and other rules in effect at the place where any service/s is / are to be performed, and the 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.

vii. The contract shall be governed, interpreted and enforced in accordance with law of India and Courts at Pune shall alone have exclusive jurisdiction.

viii. Operator 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 to any intent in favour of any third party without prior consent of the Bank.

ix. Bank reserves the right to hire motor vehicles from various empanelled Operators. Operator 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 Operator /s of Bank's choice at the Bank's sole discretion and no Operator shall have any right to claim that he / it alone should be entrusted or engaged with Bank's requirement of vehicles of any category.

x. In the case of vehicles hired on monthly basis the payments to the successful Tenderer/s shall be made by the Bank only in monthly intervals on production of the logbook/trip sheets /duty registers etc. duly signed by the officer who hired or used the vehicle. **No advance payment shall be made under any circumstances.** The Drivers shall demand no such amounts from the Bank Officers/ Users towards fuel or repair charges during the journey. The Bills / claims shall be made strictly as per the rates quoted in the Price Bid.

xi. Bank shall only reimburse the taxes / expenses incurred during outstation journeys like toll tax, passenger tax, State tax and parking charges.

xii. Bank reserves the right to reject or accept or cancel partly or in full any or all tenders without assigning any reason whatsoever. The decision of the Bank in this regard is final and binding on the bidders.

xiii. The operator shall not change any terms and condition in this RFP document. It shall be binding on them in letter and spirit.

X. INDEMNITY & LIABILITY:

i. Operator 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. Operator 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 Operator 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 Operator.
- iv. The vehicles must be covered with comprehensive insurance policy against every conceivable liability, Road taxes, State permits / licenses etc., and Operator 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. Operator 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 operator.
- vii. Operator 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 Head of the Liaison Department will be final and binding on the Operator.

XI. Termination

- (a) 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 agency, may terminate the contract/agreement by 30 days' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such service.
- (b) 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 three months' notice :

- (i) 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.
- (ii) If any charge sheet is filed by a competent authority of the Government against the Agency/Company, or the vendor is convicted by a criminal court on grounds of moral turpitude.
- (iii) For any reason whatsoever, the contractor becomes disentitled in law to perform obligations under this agreement.
- (iv) In the event of failure of the contractor 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 contractor 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.
- (v) 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 contractor 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.
- (vi) In the event of termination of the contract for any reason whatsoever, the contractor/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.

XII. Arbitration Clause

The Bank and the Bidder 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.

If after thirty days from the commencement of such negotiations between the authorised personnel designated by the Bank and the Bidder, the Bank and the Bidder have been unable to resolve contractual disputes amicably, either party may require that the disputes be referred for resolution through formal Arbitration.

Arbitration proceedings shall be conducted in Pune. Language of the Arbitration shall be in English.

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.

XIII. Bank Guarantee Format for EMD

Bank Guarantee will be obtained in Boards approved format as mentioned in HO Circular No. AX1/CrMon/Cir72/2018-19 dated 25.03.2019.

“Notwithstanding anything contained herein”

- a) The Banks liability..... Not exceed Rs..... (Rupees)
- b) This Bank Guarantee shall be valid up toand
- c) The Bank..... On or before..... (Date of Expiry of Guarantee)
- d) 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. In other words, The Bank issuing such guarantee will not be liable under such guarantee to the beneficiary after the expiry of the claim period of one year, regardless of period of limitation under the limitation Act, 1963. Commission for the claim period also be charged to the customer.

OR

If a Bank Guarantee is issued with a claim period of less than one year on top of the guarantee period, then such guarantee will NOT have the benefit of Exception 3 of the section 28 of the Indian Contract Act, 1872. In other words, The Bank issuing such guarantee could stand exposed to period of limitation under the limitation Act, 1963, which period is 30 years when the Government is the guarantee beneficiary and 3 years when any other party is the guarantee beneficiary.”

We have read and understood the above mentioned and agrees and shall abide by the same.

Signature of Owner/Director/Authorised Signatory

Official Seal/Stamp

ANNEXURE I

THE PROFILE OF THE COMPANY AND TECHNICAL BID (To be submitted in typed/printed manner)

1.	Name of the Company/Agency /Firm	
2.	Address with contact nos. and email ids	
3	Year of Establishment	
4	Status of the Firm whether company/firm/proprietorship	
5	Name of Directors/Partners/Proprietor	
6	Company registration no. with date. Relevant copies to be enclosed.	
7	Name and address of Bankers	
8	GST registration no. ESIC, EPF, TIN with relevant copies shall be enclosed.	Enclosed/Not Enclosed
9	Details of IT returns filed for preceding 3 years copies to be enclosed.	Enclosed /Not Enclosed
10	Detailed description of high value orders executed/supplied during the last 5 years, with name of organization, number of vehicle/model supplied, value of supply and duration of contract etc, duly supported by the copies of work orders and satisfactory performance certificate shall be enclosed.	Enclosed/Not Enclosed
11	Annual turnover for the last 3 years. Copies to be enclosed.(Min Rs.100.00 laks each year)	Enclosed/Not Enclosed
13.	Details of vehicles owned by the agency (commercially registered) in their firm's name. Photocopy of RC book to be attached. (Min 20 cars)	Attached/Not attached
14.	Details of work experience during the last three years along with the photocopy of certificates issued by the organizations.	
15.	Declaration regarding near relatives working in the Bank.	As per Annexure

16.	Two Reference with Mobile No (PSU, Govt or State govt. authorities)	
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All enclosures are to be neatly tagged with Annexure.

Declaration

I hereby confirm that all information, particulars, copies of certificate and testimonials furnished in this regard are correct and genuine.

I/We hereby agree to the terms & conditions of the tender

Place:

Date:

SIGNATURE OF OWNER / DIRECTOR/AUTHORISED SIGNATORY

Official Seal/Stamp

Technical bid to be submitted along with Annexure VI (Checklist of document to be enclosed).

Annexure II

Price Bid -1: For hiring of vehicle on monthly basis
(To be submitted in separate cover in bidder's letter head)
(It should be typed neatly without any errors)

Sl No	Make and Model of Car	Rate quoted per month in (Rs) & (in Words)
1.	Maruti Swift D zire	
2.	Hyundai Xcent	
3.	Ford Aspire	
4.	Tata Tigor	
5.	Volkswagen Aspire	

Note:

1. The above rates are exclusive of GST
2. The rates are inclusive of fuel, driver and other taxes/octroi /maintenance charges.
3. 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. 50.00 per hour in excess of 350 hours. Night halt will be paid @ Rs.200.00 per night in case of outstation journey where night halt is required.
4. The 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
5. The car will be provided for 365 days / 1 (one) calendar year including Sundays and holidays and also beyond 350 hours. The travel agents shall provide the same for the entire period as required.
6. The bidder, whose monthly rates are lowest, will be treated as L 1 bidder for each type of vehicle.
7. In case of tie in the price bid, then the lowest bidders will be asked to submit a fresh quotation in sealed cover for that particular category of vehicle only and subsequent L1 will be decided.

SIGNATURE OF OWNER / DIRECTOR/AUTHORISED SIGNATORY

Official Seal/Stamp

Annexure III

Price Bid -2: For hiring of vehicle on day to day rental basis (To be submitted in separate cover in bidder's letter head)

Sl No	Make and Model of Car	Local 08 hrs / 80 kms	Extra charge (Rs.) in local & outstation per km	Extra hr in local (subject to 10 km free)	Detention time per hr in out station used more than 200 kms/day	Night halt charges per night 12 – 6 AM
1	Dzire/Etios/Verna					
2	Toyota Innova					
3	Honda City /Ciaz					
4	Breeza/Honda Amaze					
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/octroi, insurance and maintenance charges.

SIGNATURE OF OWNER / DIRECTOR/AUTHORISED SIGNATORY

Official Seal/Stamp

Annexure IV

DECLARATION

(TO BE SUBMITTED BY THE APPLICANT ON THEIR FIRM/COMPANY'S LETTER HEAD ALONGWITH THEIR APPLICATION)

To,
The Deputy General Manager,
Security, Corporate Services & Cash Management Department
Bank of Maharashtra,
Head Office, Lokmangal, 1501,
Shivajinagar, Pune-411 005.

I/We hereby certify that:

1. I / We have submitted document strictly on the format prescribed by the BOM and are available on the Bank's website & there is no change in formatting, number of pages etc.
2. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of document submitted by us are clear & legible.
3. I / We have signed (with stamp) all the pages of the tender document before submitting the same.
4. I / We have sealed the tender documents properly before submitting the same.
5. I /We have read carefully & understood the instructions to the applicants.
6. I / We hereby understood and accordingly confirm that all Tender documents along supporting documents/annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the Bid/documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorize the Bank of Maharashtra to summarily reject our tender for which we shall not make any protest.
7. I / We have not made any modification / corrections / additions /deletions etc. in the PQ documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded PQ documents from the original and / or any documentation, Bank of Maharashtra shall have the absolute right to disqualify / reject

our Tender and also debar me / us in participating in any future tenders of Bank of Maharashtra without any prior intimation to me / us.

8. I/We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

SIGNATURE OF OWNER / DIRECTOR/AUTHORISED SIGNATORY

Official Seal/Stamp

Annexure V

DECLARATION OF NEAR RELATIVES OF BANK OF MAHARASHTRA EMPLOYEES

I/We.....S/o/D/o.....
.....

.....Residing
at.....

..... hereby certify that none of our relatives(s) as defined in the Tender document is/are employed in Bank of Maharashtra as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, Bank of Maharashtra shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

(The near relatives are members of a Hindu undivided family/husband and wife/ the one related to the other in the manner as father, mother, son(s) and son's wife (daughter- in- laws), daughter(s), husband (son-in-law), brother(s) and brother's wife, sister(s) & sister's husband (brother-in-law).

Place:

Date:

SIGNATURE OF OWNER / DIRECTOR/AUTHORISED SIGNATORY

Official Seal/Stamp

Annexure VI

CHECK LIST OF DOCUMENTS ENCLOSED AS A PART OF TECHNICAL BID.

Sr. No.	Documents to be submitted	Submitted	Not submitted	Remarks
1	Copy of Registration of firms			
2	Copy of Registration certificate of EPF			
3	Copy of Registration Certificate of ESI			
4	Copy of Labour license			
5	Copy of Income Tax Return for last 3			
6	Copy of Service Tax Registration			
7	Copy of ISO 9001-2008 Certificate			
8	GST Registration Copy			
9	Copy of PAN/TAN Card			
10	List of clients indicating quantum of work executed with them			
11	Proof of experience			
12	Details of EMD deposited			
13	Details of Cost of bidding document			
14	Last 3 years audited statement from Chartered Accountant			
15	Copy of Certificate under Shop Establishment Act,			
16	Copy of Incorporation Certificate/Business commencement Certificate for the company			

SIGNATURE OF OWNER / DIRECTOR/AUTHORISED SIGNATORY

Official Seal/Stamp

Annexure VII

UNDER TAKING FORMAT

We confirm that our firm has not been blacklisted/barred/or should not be under stop procurement for any product, from supplying by any PSU Bank/Private Bank/NBFC/Cooperative Bank/PSU Enterprises/Government Department in last 5 years and nor shall its name be figured in IBA caution list and there are no litigations outstanding in the court of Law.

SIGNATURE OF OWNER / DIRECTOR/AUTHORISED SIGNATORY

Official Seal/Stamp

Annexure VIII

Sr.no	RFP Para. No & Page No	Query
1		
2		
3		
4		
5		

Agency Name:

Please note that the above query will be addressed only after your presence in the prebid meeting on..... after purchase of RFP document and production of proof of the same.