

## TERMS AND CONDITIONS

### **CATEGORY – I : Vehicles on Monthly hiring basis**

The Tenderer shall provide only those vehicles which are not more than 3 years old as on 31.03.2026. The total number of cars of different model require by the Bank may vary from time to time and at present approximately 26 numbers of vehicles are required. The cars must be available at the Bank's disposal during the duration of contract. The Tenderer should send the vehicles that are in good condition with well trained and well-behaved drivers. It shall be the discretion of the Bank to engage any number of vehicles from each of the empaneled tenderer. The Tenderer shall provide/quote the rates for the vehicles of the types mentioned in the Price Bid. The colour of the vehicle shall be either Off-white or Shell white.

### **Start of Duty**

The Place of reporting for start of duty may be the Local Head Office of the Bank or the respective office or residence of the officer concerned as the case may be. Place of reporting and completion of duty for monthly cars for the purpose of calculation of mile-age run shall be the place of start of duty i.e. LHO/residence of the officials/other places It may be changed from time to time and due intimation will be given whenever a change is decided by the Bank. Garage in and garage out will be allowed maximum to the tune of 7 km each way.

(b) The vehicles along with driver should be available to the Bank round the clock on all days during the period of contract. Whenever the Bank is closed for holidays/the officer is on leave/out of station, the requirements of vehicle would be informed to the drivers/transporters.

© The Vehicles should be affixed with the Bank's logo/Name plates. The vehicles shall be at the disposal of the Bank and shall not be used for any other duty/purpose.

(d) Minimum run – The Bank shall guarantee a minimum run of 1500 KMs per month for all cars for duty at agreed rate(s). Beyond this run only, extra charges for the kilometers more than the agreed distance shall be applicable. The kilometers will be calculated on cumulative basis at the end of the month.

(e) Extra Hours – The Bank will pay for extra hours beyond 12 hours duty in a day as per the rates agreed for extra hour. However, any overtime beyond 12 hours duty, if any, payable to the Driver shall be the responsibility of the tenderer/transporter.

(f) These vehicles, whenever required, can be taken outside Kolkata and shall be utilized without extra payments on account of overtime or special Kilometer rate. Any overtime payable to the Driver shall be the responsibility of the Tenderer. The Tenderer should also indicate separately the halting allowance payable to the driver for the day, if the driver remains outside from the Head Quarters. It shall be paid per night basis only.

(g) Calculation of the Kilometers used and hours of utilization will be reckoned only after the vehicle has reported at officer's/the Bank's premises. In other words, the Bank will not pay to the Tenderer for the distance covered and the time taken for the vehicle to reach officer's/Bank's premises from his garage and vice versa.

(h) No change of vehicle/driver will be allowed without the prior permission of the Bank. Contract shall be awarded for specific type of vehicle/s to be deployed with the Bank.

(i) In case of any additional requirement of vehicles during the contract period, the same have to be provided at the contracted rates only. Similarly, the Bank reserves the right to reduce the number of vehicles if necessary by serving 15 days notice.

(j) The Tenderer and the drivers shall have mobile phones to enable the Bank to contact them at any time and place. The motor vehicles hired on monthly basis are required to report for duty at their designated reporting places at the time intimated by the Bank's executives/Liaison Department.

### **CATEGORY – II : Vehicles on Daily hiring basis**

(a) The Bank would be requiring those vehicles which are not more than 3 years as on 31.03.26 on daily hire basis also from time to time. The Tenderer should send the vehicles that are in good condition with well trained and well-behaved drivers. These vehicles will be other than the dedicated vehicles (Category-I) specifically given to the Top Executives of the Bank on monthly basis.

(b) For the purpose of calculation " hiring per day" for all vehicles (minimum 8 hours or 80 kilometers) whichever is higher plus extra kilometer charges and extra hour charges will be paid only if the vehicle is hired beyond the above ceiling limits. The time and mileage will be calculated and paid from garage to garage.

### **CATEGORY – III : Vehicles on Adhoc or Outstation hiring basis**

(a) The Bank shall further be requiring those Vehicles which are not more than 3 years as on 31.03.2026 for outstation trips/ visits that is to say out of Kolkata / KMDA limits. The vehicles should be in excellent condition with well trained and well-behaved drivers. These vehicles will be other than the dedicated vehicles (Category – I) specifically given to the Top Executives of the Bank on monthly basis.

(b) The Minimum running in the case of out station duty shall be charged 150 Kms per day on an average.

**Example : If a vehicle hired for outstation duty is for three (3) days and it has run 250 KMs, 50 KMs an 100 KMs on successive days (total 400 KMs), then the Tenderer shall be eligible to claim hiring charges for 450 KMs.**

## **Types of Vehicles required (For all Categories)**

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

Comfort Category of the Vehicles – (Name and Model etc. of vehicles preferred by Bank). For the sake of convenience three categories, as detailed below, have been listed which will be required on daily hiring basis and adhoc or outstation hiring basis.

Vehicle will be : Toyota Innova Crysta, Honda City, Maruti Siaz, Maruti Ertiga, Toyota Rumion, Maruti Swift Dzire.

## **5. INDEMNITY & LIABILITY**

(a) The Tenderer shall indemnify and keep the bank fully indemnify against all losses, claims, demands, damages, penalties, costs, expenses and liabilities arising out of or in connection with any breach of statutory obligations, negligence, misconduct, or default in the part of Tenderer or its drivers. Any litigation, proceedings, or claims arising on account of such breach, negligence, misconduct, or default shall be the responsibility of the Tenderer, and the Tenderer shall bear all costs and consequences thereof. Nothing contained herein shall preclude the Bank from initiating, defending, or participating in any legal proceedings, as may be necessary to protect its interest.

(b) Notwithstanding the expiry, termination, or cancellation of the contact for any reason whatsoever, the provisions relating to indemnity, liability, confidentiality, compliance with statutory obligations, and settlement of claims shall survive and continue to be valid, binding, and enforceable upon the Tenderer. The termination or expiry of the contact shall not effect the rights of the Bank to recover any amounts due, enforce any indemnities, or pursue any remedies in respect of acts, omissions, breaches, or liabilities arising during the currency of the contract or thereafter.

© In case the staff/drivers of the Tenderer suffer 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 Tenderer.

(d) The vehicles shall at all times be covered by comprehensive insurance policies against all risks and liabilities, and the Tenderer shall ensure full compliance with the provisions of the Motor Vehicles Act and all other applicable laws. Any claim, demand, penalty, loss, or liability arising out of or in connection with any non-compliance of statutory or legal requirements or due to any accidents or natural calamities shall be the sole responsibility of the Tenderer, who shall indemnify and keep the Bank fully indemnified against the same. Any breach of the applicable laws, rules, or regulations shall entitle the Bank to terminate the contact forthwith, without prejudice to its other rights and remedies.

(e) The Tenderer shall comply with the Rules/ regulations under Motor Vehicle Act and also prescribed by the Kolkata Transport Authority for running the vehicles in addition to the respective State Authority/ies where the Vehicle/s is/are used by the Bank or its Executives.

(f) The Tenderer shall replace the vehicles that are not roadworthy or not having valid documents.

(g) Periodical maintenance of the vehicles shall be done by the Tenderer at its own cost and expenses. During the period of maintenance, the Tenderer shall provide suitable standby vehicle of same make and model, which again shall be in good condition and road worthy and safe in all respects.

(h) The vehicle shall always carry mandatory spares viz., tool kit, fuses, tyre, spark plugs, fan belts & First Aid Box, etc.

(i) All claims and incidental expenses towards repairs, servicing the vehicle etc. shall be borne by the Tenderer.

(j) The Tenderer shall be solely and exclusively responsible for compliance with all laws, rules, regulations, and statutory requirements prescribed by the Government of India, the respective State Governments, and all other competent authorities in relation to the vehicles and drivers deployed under the contract. Without prejudice to the generality of the foregoing, the Tenderer shall bear and pay all statutory dues, levies, taxes, fees, charges, and expenses whatsoever in respect of the vehicles, including but not limited to motor vehicle insurance premiums, road tax, permit fees, fitness certification charges, pollution control certification, FASTag recharge, and any other charges or liabilities of a similar nature.

(k) Payment to the Tenderer will be based upon the log book maintained by the driver. It is, therefore, necessary that the logbook is signed by the Bank's staff using the vehicle on a daily basis. The logbook will also contain complaints and poor services noticed by the Bank's staff. In case of deficiency of services / complaints, the Bank may impose suitable costs/ damages to be deducted from the monthly bill of the Tenderer. The decision of Head of the Liaison Department will be final and binding on the Tenderer.

## **6. PENALTIES :**

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

(a) In case of vehicles older than the model specified, penalty at the rate of one day's vehicle rent will be levied per day.

(b) In case, the meter is found faulty/tampered on check, penalty of Rs. 2000/- shall be levied and the vehicle shall be replaced by another vehicle. The vehicle whose meter was found faulty shall not be brought back for duty in the Bank.

© Late reporting for duty beyond 30 minutes will be fined @ Rs. 500/- per instance. In case , no alternate vehicle is arranged within half-hour, the cost incurred by the Bank for using Taxi for the service will be borne by the tenderer.

(d) Where a vehicle has not been provided for the whole day despite requisition thereof, a penalty at the rate of one day's vehicle rent shall be levied along with reimbursement cost of hiring another vehicle.

(e) The Bank reserves the right of imposing the above-mentioned penalties and the amount of such penalties shall be deducted from the monthly bills of the Tenderer or the Security Deposit kept with the Bank as the case may be.

(f) Wherever the Tenderer 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 Tenderer/driver, the contract shall be liable to be cancelled by the Bank with immediate effect and the Security Deposit shall be forfeited.

(g) The extension beyond initial 2-year contract period, if agreed, would be on the same rates, terms and conditions. However, during the extension period, the Bank may ask the operator to replace vehicle with latest models to conform to the conditions mentioned in this tender.

(h) The decision of the bank over imposition of any aforesaid penalties shall be conclusive, binding and non-objectionable on the part of the Tenderer.

## **7. OTHER TERMS AND CONDITIONS :**

(i) The Bank, shall review the performance of the Tenderer 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 Tenderer's driver/staff or where requisite vehicles were not engaged / provided during any month as evident from the logbook or where Vehicles, agreed to be brought/ maintained by the Tenderer as per requirement under the contract, are not provided, or where the Tenderer or his driver/s indulged in fraudulent activities then without prejudice to the Bank's other rights, posers 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) The vehicles provided to Bank may be withdrawn by the Tenderer for maximum two days in a particular month for carrying out maintenance and servicing etc., with replacement by same make/ model / year with prior intimation to the bank.

(iii) The Bank reserves the right to change the specifications/ requirements at any stage before concluding the Tender but after giving due intimation to the Tenderers.

(iv) The bank reserves the right to terminate the contract by giving 15 days notice without assigning any reason whatsoever.

(v) Bids should be complete in all respects and incomplete bids will be summarily rejected. The Bank will not entertain any correspondence in this regard.

(vi) In case the date of opening of the tenders happens to be a holiday, then, the tender will be opened on the next working day at the same time and place.

(vii) Canvassing in any form on the vehicle / from the vehicle provided to the Bank entails disqualification from further consideration.

(viii) Any Tenderer found influencing or intimidating other Tenderers / Tender process will be liable to / for disqualification.

ix) The Bank's decision in respect of any dispute arising out of the hiring of vehicle services shall be final and binding on the Tenderer or his driver/s.

(x) The Tenderer 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 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.

(xi) The contract shall be governed, interpreted and enforced in accordance with law of India and Courts at Kolkata shall alone have exclusive jurisdiction.

(xii) The Tenderer 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.

(xiii) The Bank reserves the right to hire motor vehicles from various empanelled tenderers. 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 Tenderer/s of Bank's choice at the Bank's sole discretion and no Tenderer shall have any right to claim that they alone should be entrusted or engaged with Bank's requirement of vehicles of any category.

(xiv) In 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 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 offer rate decided by the Selection committee based on L1 rate.

(xv) The Bank shall only bear and pay the taxes/ expenses in connection with out station journeys like toll tax, passenger tax, State tax and parking charges only after submission of original receipts.

(xvi) The journeys in KMDA are shall be treated as local duty. However, toll tax, state tax and parking charges, if any will be borne by the bank.

(xvii) In the case of vehicles hired on daily basis, the time and mileage will be calculated from garage to garage and the charges will be paid accordingly.

*(xviii) In case of Local duties, Night Charges (on agreed rates) will be payable to the Drivers, if the vehicle used after 11 PM.*

(xix) In case of vehicles hired on daily basis, the minimum running charges for out station duty will be calculated on 150 kilometers per day basis as described earlier in this document.

(xx) In case of Monthly hired vehicles :

(a) Additional amount (on agreed rates) will be payable to the Drivers for SUNDAYS and three National Holidays i.e. Republic Day (26<sup>th</sup> January), Independence Day (15<sup>th</sup> August) and Gandhi Jayanti (2<sup>nd</sup> Oct.).

(b) In case of Night stay at outstations :

i) Only 12 hours duty will be reckoned for payment per day, if vehicle is detained at outstation.

(ii) Night stay charges to the Driver will be payable after 11 PM.

(iii) 150 KMs limit (per day) for outstation tour will not applicable.

(xxi) The drivers engaged shall be fully trained and experienced. They should be medically fit in all respects. They should be free from infectious diseases.

(xxii) The successful Tenderer/s should ensure that the drivers maintain cleanliness and wear clean and prescribed uniform with name & badge. The cost of uniform shall be borne by the tenderer.

(xxiii) The drivers should be of proven integrity, courteous, polite and prompt while rendering the services. They should be free from road rage.

(xxiv) The Tenderer shall always ensure that the hours of work and other service conditions of employment of his drivers are in accordance with all applicable laws and rules including Contract Labour (Abolition & Regulation) Act 1970. All liabilities and penalties arising out of violation of any of the laws, rules and regulations shall only be borne by the Tenderer/s. Tenderer shall comply with all relevant laws, rules, regulation etc. and shall keep the bank fully indemnified to the said effect

(xxv) Since the drivers are supplied by the Tenderers, the terms and conditions of their services, necessary supervision and control over them shall be responsibility of the Tenderer and the Bank shall not be responsible for any claims which may/ will be raised by such drives or anyone claiming through them.

(xxvi) The Tenderer or the drivers shall not use or occupy and area/premises/ building of the Bank for any purpose/s other than for parking the vehicles.

(xxvii) The Tenderer/s and his driver/s shall always maintain the confidentiality of information that may come to their knowledge or the conversation, documents, addresses, places of visits etc. They are duty bound not to disclose such information to any person or persons without the prior permission in writing from the concerned officer and the Bank.

(xxviii) The Tenderer shall ensure that only qualified, experienced drivers possessing valid driving licenses are deputed for duty, and those who undertake full responsibility of safety and security of Bank's staff, by ensuring safe driving. All drivers reporting to the Bank must have their police verification and necessary License, certified copies of which should be submitted to Assistant General Manager (O.A.D.), SBI, LHO, Kolkata.

(xxix) The Tenderer should be able to replace the drivers who are absent from duty or found indulging in misbehavior, missing trips/outstation visits, misusing the log sheets, refusing to do his duty, etc.

(xxx) The Tenderer shall deputy drivers in uniform white shirt, trouser, Navy Blue Pullover / Cap at his cost.

(xxxi) The Tenderer shall engage drivers who have required knowledge and idea of road & streets of Kolkata City and its neighboring areas.

(xxxii) Driver shall report their duty at the Liaison Department, whenever required.

(xxxiii) The agency so empaneled must deposit a sum of Rs. 25,000.00 (Rs. Twenty Five Thousand Only) as Security Deposit with the Bank in the account number ..... for due fulfillment and performance of the contract. The Security Deposit shall be held in the Special Term Deposit with State Bank of India in the joint names of the Bank and the agency which will earn "Zero" rate of interest, and the deposit receipt will be in the custody of the Bank. The Security Deposit will be returned to the agency after three months from the date of expiry of these presents provided there are no defects, loss or damage caused to the Bank and/or materials/articles/equipment provided to the agency are duly accounted for and are returned to the Bank in good working order and conditions by the agency to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.

(xxxiv) The Bank reserves the right to cancel the empanelment at any time during the tenure of three years for any failure to adhere to the terms and conditions agreed herein. The Bank will communicate the termination by giving fifteen (15) days notice and the Contract shall be deemed to have been terminated for all purposes on the expiry of the fifteenth (15) day from the date of receipt of the notice.

**Kolkata**  
**Date :**

**Signature of Bidder/Authorised Signatory**

**Name of the Bidder**

**Official Seal/Stamp**