

## Small Industries Development Bank of India

भारतीय लघु उद्योग विकास ब ,कनई दिल्ली,  
विडियोकॉन टॉवर, भूतल, ई-1, रानी झांसी मार्ग,  
झंडेवाला एक्सटेंशन, नई दिल्ली - 110 055

Small Industries Development Bank of India, New Delhi  
Videocon Tower, Ground Floor, E-1, Rani Jhansi Road,  
Jhandewalan Extension, New Delhi-110 055

प्रस्ताव हेतु अनुरोध  
Request for Proposal  
for

### भाड़े पर कार लेने हेतु एजेंसी का चयन

Selection of Agency for Car Hiring Services

टेंडर सं. Tender No. : 2017/1199/NDHO/ADMN दिनांक : 05 , 2016.

यह दस्तावेज भारतीय लघु उद्योग विकास ब (सिडबी) की संपत्ति है। सिडबी की लिखित अनुमति के बिना इस दस्तावेज की इलेक्ट्रॉनिक या , मा यमसे प्रतिलिपि न बनाई जाए, इसे वितरित या अभिलेखित न क्यमाए। प्रा धकृत्कर्मचारिय / एजेंसिय द्वारा भी निर्दि त्रयोजन के अलावा , कसई के लिए, इस दस्तावेज में दी गई विषयवस्तु का प्रयोग निषि है ,क्य यह प्रतिलिप्या धकाका उल्लंघन है ,अतः दंडनीय होगा।

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### बोली के लिए आमं ण Invitation to Bid

#### 1. परिचय एवं अपे ाँ Introduction and Requirements

सिडबी सूक्ष्म, घु एवं मध्यम उ यमों की वित्तीय आव यकताओं को पूरा करने हेतु एक शीर्ष वित्तीय संस्था है। इसका प्रधान कार्या य खनऊ में स्थित है।

SIDBI is an all India Financial Institution catering to the financial needs of Micro, Small and Medium Enterprises. It has its Head Office at Lucknow.

सिडबी अपने कार्यालय विडियोकॉन टॉवर, भूतल, ई-1, रानी झांसी मार्ग, झंडेवाला एक्सटेंशन, नई दिल्ली - 110 055 हेतु भाड़े पर कार चार के लिए प्रतिष्ठित एवं अनुभवी सेवा प्रदाताओं से प्रस्ताव आमंत्रित करता है।

SIDBI invites offers from Car hiring Service Providers of repute and experience to provide hired car services for its Office at Videocon Tower, Ground Floor, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi-110 055

सेवा प्रदाता को यह सेवा दैनिक आधार / आधुनिक आधार / मासिक आधार पर प्रदान करनी होगी। The Service Providers will be required to Provide hired car services on daily basis / adhoc basis / monthly basis.

अनुबंध की अवधि दो वर्ष की होगी और इसे एक वर्ष के लिए आगे बढ़ाया जा सकता है। तथापि अनुबंध की निरन्तरता, प्रारंभिक एक वर्ष के बाद, बैंक के उपयुक्त प्राधिकारी द्वारा कार्यनिष्पादन की समीक्षा के अधीन होगी। यदि प्रदान की गई सेवाएँ स्वीकार्य स्तर तक पाई जाती हैं, तो बैंक अपने विवेकाधिकार से, अनुबंध की प्रारंभिक एक वर्ष की अवधि पूरी होने पर दरों में 10% (दस प्रतिशत) की अधिकतम वृद्धि कर सकता है। दो % के बाद, बैंक अपने विवेक के आधार पर यदि उचित समझता है तो पारस्परिक सहमत दरों पर किया जाएगा।

The tenure of the contract shall be for two years and is extendable for further period of one year. However, continuance of contract, beyond initial one year, will be subject to Performance Review done by appropriate authority of the Bank. If services rendered are found upto acceptable level, the Bank may, in its discretion, increase the rates upto maximum of 10% (ten percent) at the completion of initial one year of the contract. Extension beyond two years, if considered by the Bank in its discretion, shall be on mutually agreed rates.

तदनुसार, सिडबी के द्वारा स्थित उक्त कार्यालय हेतु भाड़े पर कार सेवा हेतु पाठ्य सेवा प्रदाताओं से प्रस्ताव आमंत्रित करता है। आपसे अनुरोध है कि अनुसूचित गणक में दी गई शर्त का अनुपालन करते हुए अपनी बोली प्रस्तुत करें।

Accordingly, proposals are invited from the eligible Service Providers for providing of Hired Car Services for SIDBI's above Office at Delhi. You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in Annexures attached.

## 2. बोली संबंधी सूचना Bidding Information

| उद्देश्य Purpose                          | "भाड़े पर कार सेवाएँ" प्रदान करने हेतु "सेवा प्रदाताओं" का चयन<br>Selection of "Service Provider" for providing "Car Hiring Services"  |
|---|--|
| बयाना राशि<br>Earnest Money Deposit (EMD) | ₹35,000/- (सिडबी के पत्र में तकनीकी बोली के साथ किसी भी अनुसूचित वाणिज्यिक बैंक का दिल्ली में देय डिमांड ड्राफ्ट (डीडी) / भुगतान आदेश (पीओ) / बैंक गारंटी (बीजी) के पत्र में प्रस्तुत करें)।<br>₹35,000/- [to be submitted in the form of Demand Draft (DD)/ Pay Order (PO) / Bank |

|  |  |
|--|--|
|  | Guarantee (BG) drawn on / from any scheduled commercial bank in favour of SIDBI payable at Delhi along with Technical Bid].  |
| बोली प्रस्तुत करने की अंतिम तिथि<br>Last Date of Submission of Bids                          | <b>26, 2016, 1300 बजे तक</b><br><b>August 26, 2016 by 1300 hrs</b>   |
| स्पष्टीकरण Clarifications  | स्पष्टीकरण, यदि कोई हो, लिखित रूप में ई-मेल के माध्यम से <b>19 अगस्त, 2016</b> से पहले मेल आईडी 'amitrai@sidbi.in' व pksaxena@sidbi.in पर 1600 बजे तक भेजें।<br>Clarifications, if any, may be asked in writing through e-mail but <b>not later than August 19, 2016 by 1600 hrs</b> on mail id. 'amitrai@sidbi.in' & pksaxena@sidbi.in  |
| बिल की वैधता Bid Validity  | बोली प्रस्तुत करने <b>03</b> माह अर्थात् <b>नवम्बर 25, 2016 तक</b><br><b>03 months</b> from the date of submission of bids, i.e. <b>till November 25, 2016.</b>  |
| बोली प्रस्तुत करने हेतु पता<br>Address for submission of Bids                                | उप महाप्रबन्धक, प्रशासन एवं परिसर वर्टिकल,<br>विडियोकॉन टॉवर, भूतल, ई-1, रानी झंसी मार्ग, झंडेवाला<br>एक्सटेंशन, नई दिल्ली - 110 055<br>THE DEPUTY GENERAL MANAGER<br>ADMINISTRATION & PREMISES VERTICAL,<br>Videocon Tower, Ground Floor, E-1, Rani Jhansi<br>Road, Jhandewalan Extension,<br>New Delhi-110 055.  |
| लिफाफों की संख्या<br>No. of Envelopes<br>(विंडो रहित, बन्द लिफाफे में<br>Non-window, sealed) | <b>02 (दो), विंडो - रहित सील किया</b> अ<br><b>02 (Two), Non-window sealed with:</b><br><br><b>पहला लिफाफा 1<sup>st</sup> Envelope:</b><br><br>जिस पर उत्कीर्ण किया गया हो ("भाड़े पर कार सेवाओं हेतु<br>प्रस्ताव - टेंडर सं. ----- दिनांक<br><b>05, 2016 -तकनीकी बोली"</b> के साथ प्रस्तुत<br>करें।<br><br>Superscribing "OFFER FOR Car Hiring Services -<br>Tender No. ----- dated<br><b>August 05, 2016 -Technical Bid</b> ") containing:<br>1. संलग्नक V के अनुसार अर्पण पत्र<br>Forwarding letter as per format given in<br>Annexure V.<br>2. <b>35,000/-</b> (सिडबी के पत्र में तकनीकी बोली के साथ किसी भी<br>अनुसूचित वाणिज्यिक बैंक का दिखाने में देय डिमांड (पूछीडी) /<br>भुगतान आदेश (पीओ) / बैंक गारंटी (बीजी) ]<br>Demand Draft / Pay Order /Bank Guarantee |

|   |   |                       |                     |
|---|---|-----------------------|---------------------|
|   | <p>towards Earnest Money Deposit (EMD) for ₹35000/- [on/from scheduled commercial bank]</p> <p>3. संलग्नक III. में तकनीकी बोली का विवरण<br/>Technical Bid details as per format given in Annexure III.</p> <p>4. संलग्नक VI. में बैंक अधिदेश के अनुसार</p> <p>5. Bank Mandate Form as per format given in Annexure VI.</p> <p><b>दूसरा लिफाफा</b><br/><b>2<sup>nd</sup> Envelope :</b></p> <p>जिस पर उत्कीर्ण किया गया हो("भाड़े पर कार सेवाओं हेतु प्रस्ताव - टेंडर सं. ----- दिनांक <b>05, 2016</b> -मूल्य बोली") संलग्नक IV. के अनुसार<br/>(Superscribing "OFFER FOR Car Hiring Services – Tender No. ----- dated <b>August 05, 2016</b> – Price Bid ") containing price bid as per format given in Annexure IV.</p> |                       |                     |
| तकनीकी बोली को खोलने की तिथि<br>Date of opening of Technical Bids     | <b>26, 2016 को 1600 बजे तक</b><br><b>August 26, 2016 at 1600 hrs</b>  |                       |                     |
| मूल्य बोली को खोलने की तिथि<br>Date and time of opening of Price Bids | मूल्य बोली बाद में खोली जाए, जिसके बारे में केवल यनित सेवा प्रदाताओं को सूचित किया जाएगा।<br>Price bids would be opened at a later date which would be notified only to the short listed Service Providers.   |                       |                     |
| संपर्क विवरण Contact Details  | विडियोकॉन टॉवर, भूतल, ई-1, रानी झांसी मार्ग, झंडेवालां एक्सटेंशन, नई दिल्ली - 110 055<br>Videocon Tower, Ground Floor, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi-110 055.   |                       |                     |
| <b>नाम Name (S/Sh.)</b>   | <b>पदनाम Designation</b>  | <b>दूरभाष Phone</b>   | <b>ई-मेल E-mail</b> |
| अमित राय<br>Amit Rai  | समप्र<br>AGM  | <b>011 - 23682473</b> | amitrai@sidbi.in    |
|   |   |                       |                     |

### **3. Instructions to Service Providers**

- 3.1. Service Providers are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 3.2. Any clarification to be sought by the Service Providers should be done on or before the stipulated date.
- 3.3. At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 3.4. Amendment, if any, shall be hosted on SIDBI Website ([www.sidbi.in](http://www.sidbi.in)).
- 3.5. In order to allow prospective Service Providers reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 3.6. In case of any clarification required by SIDBI to assist in the examination, evaluation and comparison of bids, SIDBI may, at its discretion, ask the Service Provider for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted
- 3.7. It would be the responsibility of the Service Provider's representative (only one person per Service Provider) to be present at the venue of opening of Bids.
- 3.8. The envelopes should clearly indicate the Name and Address of the Service Provider. All pages of the bid are to be signed and numbered as **Page .... (page) of .... (total pages)** and the page numbers should be running across the complete bid document and not section wise.
- 3.9. The Service Provider shall bear all the costs associated with the preparation and submission of the bid and SIDBI will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- 3.10. Deviations, if any, to the terms of the RfP should be annexed separately to the Technical bid.

#### **3.11. Bid Validity :**

The period of bid validity shall be binding on the Service Provider, as SIDBI may award the contract at any stage on or before the expiry of the bid validity date. SIDBI, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

#### **3.12. Modification And/Or Withdrawal of Bids :**

Bids once submitted will be treated, as final and no further correspondence in this regard will be entertained. No Service Provider shall be allowed to withdraw the bid. SIDBI has the right to reject any or all the bids received without assigning any reason whatsoever. SIDBI shall not be responsible for non-receipt / nondelivery of the bid documents due to any reason whatsoever.

### **3. Tender Methodology, Bid Evaluation & Award of Contract**

- 4.1. The tender methodology proposed to be adopted by SIDBI will be "TWO BID SYSTEM" i.e., Technical Bid and Price Bid.
- 4.2. Bid evaluation shall be done in two phases. In first phase only the 1<sup>st</sup> envelope containing Technical bid Annexure III will be opened on the date mentioned above. Representatives of the Service Providers may like to be present during this bid opening. Evaluation of Technical Bids shall be done with respect to terms and conditions defined in the tender. Based on the technical evaluation, Service Providers will be short listed for opening of the Price Bids.
- 4.3. In second phase, 2<sup>nd</sup> envelope containing price bids (Annexure IV) of the Service Providers short listed in the first phase shall be opened. Service Provider's representatives may like to be present during Price bid opening. Date and time of opening of the price bids shall be advised only to the Service Providers shortlisted in the first phase of evaluation, through fax/ email.
- 4.4. Accepting of application by the Bank would not guarantee the award of contract. The Bank reserves the right to accept or reject any or all applications without assigning any reason whatsoever.
- 4.5. SIDBI will award the contract to the successful Service Provider(s) whose bid has been determined to be substantially responsive and has been determined as the **LOWEST (L1) PRICE BID**.
- 4.6. The Bank, on the request of the Service Providers may furnish the reasons for rejecting tender.

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**Terms and Conditions**

**1. Definitions**

In this Contract, the following terms shall be interpreted as indicated below:

- 1.1. The "Bank" means Small Industries Development Bank Of India (SIDBI);
- 1.2. The "Service Provider" means the individual or firm or company supplying or intending to supply Hired Car Services under this Contract;
- 1.3. The "Contract" means the agreement entered into between the Bank, represented by its authorised representative and the service provider represented by its authorised representative as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.4. The "Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- 1.5. The "Services" means those services ancillary to the supply & maintenance of hired cars & any other incidental service related to car hiring services.
- 1.6. "TCC" means the Terms and Conditions of Contract contained in this section;
- 1.7. The "Site" means the Delhi Office of Small industries Development Bank of India located at Videocon Tower, Ground Floor, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi-110 055.
- 1.8. The relationship between Service Provider and the Bank shall be of Vendor & Vendee.

**2. Responsive bids**

Bids conforming to the following essential requirements shall be considered as responsive:

- 2.1 Bids submitted at the prescribed address on or before the stipulated date and time.
- 2.2 Bids accompanied with following documents:
  - a. Forwarding letter
  - b. DD/ PO/BG towards the EMD as required.
  - c. Duly filled in and signed Technical Bid in prescribed format [Annexure III].
  - d. Duly filled in and signed Price Bid in prescribed format [Annexure IV].

- e. Duly filled in and signed Bank Mandate Form in prescribed format [Annexure VI].

### **3. Minimum Eligibility Criteria: Prequalification Criteria**

- 3.1 The agency / shed should be Delhi based within **5 kms** from SIDBI New Delhi office and could be a sole proprietary concern, partnership firm or a company of repute and should be registered with Registrar of Firms / Companies, wherever applicable. It should be in existence for 5 years and duly registered with the Regional Transport Authority and appropriate Govt. authorities, as applicable.
- 3.2 The agency should have its own well maintained fleet of vehicles - minimum **10 Nos.** including luxury cars which should comprise of
- i. AC small cars
  - ii. Medium 'C' segment AC cars
  - iii. Luxury cars (Honda City and equivalent cars)
  - iv. MUVs
  - v. Super luxury cars (Toyota Altis, Corolla and Camry etc.)
- and be registered with RTA under the **Taxi Quota** and kept comprehensively insured from time to time. The vehicles should be in excellent condition.
- 3.3 It should be an income tax assessee having filed its IT returns for the last three assessment year. It should have valid PF/ESI No. for all the employees (Copies of last IT Returns may be furnished).
- 3.4 The agency should have achieved annual sales turnover of **₹20 lakh** in any of the last three financial years.
- 3.5 Names, address & telephone numbers of three clients may be provided for obtaining necessary confirmation regarding the standard of service, standard of cars and other relevant details.
- 3.6 The agency should provide water bottle and newspaper in all cars.
- 3.7 The agency should provide adequate cash to the driver while traveling to meet exigencies viz. toll tax, parking, parking, outside duty etc.
- 3.8 The agency will be required to offer a minimum of 5 weeks credit limit.
- 3.9 The agency shall ensure that the drivers engaged shall have and carry always with them while on duty a valid commercial driving license and accident free minimum experience of 3 years in driving four wheelers / cars.
- 3.10 The agency shall ensure that the drivers engaged wear clean uniform, are well behaved and follow decent manners.



- 3.11 The agency shall be responsible for police verification as well as identity of drivers engaged by the agency.
- 3.12 The drivers employed / engaged by the agency shall remain always employees of the service agency only and shall have no claim of whatsoever nature against the Bank. The Bank shall in no way or manner be responsible to third parties for any of their acts, omissions or deeds.
- 3.13 In case of any lapse in services penalty as may be decided by the bank shall be applicable.

#### **4. Pre-bid Clarifications**

The intending Service Providers will have to send their queries by email to mail id ([amitrai@sidbi.in](mailto:amitrai@sidbi.in) & [pk saxena@sidbi.in](mailto:pk saxena@sidbi.in)) by **August 19, 2016**, (4 pm) which will be clarified by mail. A Service Provider shall be deemed to have full knowledge of the nature of services to be provided, and no extra claims / deviations / modifications due to any misunderstanding or otherwise shall be allowed.

#### **5. Rates**

- 5.1 The car garage / service origination point of the service provider should be within radius of **5 km from SIDBI office** at Videocon Tower, Jhandewalan Extension, New Delhi -110 055.
- 5.2 No escalation in rates will be permitted during the first year of contract period. However, if services rendered are found up to acceptable level by the Performance Reviewing Authority, the Bank may, in its discretion, increase the rates up to maximum of 10% (ten percent) at the completion of initial year of the contract. Should there be an unprecedented rise in the price of fuel etc. during 2<sup>nd</sup> year of the contract and Bank decides to review the overall ceiling, the Service Provider can put in a request to the Bank for a reasonable increase in the rate for Bank's consideration in the 3<sup>rd</sup> year if the contract is extended beyond two years. Any decision in this regard by the Bank shall be final, conclusive and binding on the Service Providers.
- 5.3 No advance will be paid.
- 5.4 Applicable taxes will be deducted at source at the time of settlement of bills unless the Service Provider produces the certificate to the contrary from the Income Tax authorities. Certificate for tax deducted will be issued by the Bank.

#### **6. Terms Of Payment:** The payment terms of the Bank are as under:

- 6.1 Payment to service provider shall be made on monthly basis. Service provider shall raise the invoices for services provided during the month and submit the consolidated bills to Administration Vertical in the first

week of every month. The Bank after scrutiny will release the payments within 7-10 working days from the date of bill submission under normal circumstances.

- 6.2 All the payments including refund of EMD will be made by SIDBI Delhi office, electronically through RTGS/ NEFT. All the Service Providers should submit duly filled-in & signed [by authorized signatory and Service Provider's banker] **Bank Mandate Form** as per format prescribed in **Annexure – VI**.
- 6.3 At the time of claiming the payments including refund of EMD, Service Provider will be required to confirm in writing the bank a/c and other details furnished in Bank Mandate Form. In case of any changes, Bank Mandate Form would require to be re-furnished.
- 6.4 The Service Provider must accept the payment terms proposed by the Bank. The price bid submitted by the Service Provider must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Service Provider, in case of delays or defaults on the part of the Service Provider. Such withholding of payment shall not amount to a default on the part of the Bank.
- 6.5 TDS, if any, will be deducted while releasing the payment.

## **7. Earnest Money Deposit**

- 7.1 The Service Provider submitting the bids will have to deposit EMD of ₹35,000/- (Rupees thirty five thousand only) by way of DD/PO/BG drawn or from a scheduled commercial bank in favour of '**Small Industries Development Bank of India**', payable at Delhi, along with the Technical Bid.
- 7.2 Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 7.3 The unsuccessful Service Providers will be returned the EMD within 15 days from the date of final decision of Bank regarding the contract except on account of exigencies beyond Bank's control.
- 7.4 Request for exemption from EMD will not be entertained.
- 7.5 The EMD may be forfeited if, :
  - a. a Service Provider withdraws its bids during the period of bid validity.
  - b. a Service Provider makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

## **8. Quotation and Process of Selection**

- 8.1 Interested Service Providers will be required to submit their offer in 2 bids viz., "Technical bid" and "Price bid" in the format indicated in **Annexure III & Annexure IV**. Both the bids will be required to be put in separate sealed covers with superscription "Technical Bid" and "Price Bid" which will again

be put in another sealed cover with superscription "OFFER FOR CAR HIRING SERVICES" addressed to The Deputy General Manager, Administration & Premises Vertical, Small Industries Development Bank of India (SIDBI), Videocon Tower, Ground Floor, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi-110 055.

- 8.2 The cover will be required to be handed over at Reception, Ground Floor, Small Industries Development Bank of India (SIDBI), Videocon Tower, Ground Floor, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi-110 055 on or before **13:00 hours on 26.08. 2016.**
- 8.3 The quotation (Technical Bid only) will be opened at **16:00 hours on 26.08.2016** in the presence of the Service Providers, who wish to remain present.
- 8.4 The bid so opened will be subjected to desk scrutiny by a committee of officials. Inclusion of any deviations in the quotation is liable for rejection.
- 8.5 A Committee of officials of the Bank will verify the claims stated in the technical bid document. The Service Providers who satisfy the criteria will only be considered for further tendering process and their price bid will be opened.

## **9. Notice for Termination of Contract**

The contract can be terminated by the Service Provider by giving three months' notice while the Bank can terminate the contract by giving one months' notice.

## **10. Agreement**

The successful Service Provider has to enter into an agreement with SIDBI for providing car hire services. Format of agreement will be provided by SIDBI, to the successful Service Provider.

## **11. Use of Contract Documents and Information**

- 11.1 The Service Provider shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 11.2 The Service Provider will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

## **12. Subcontracts**

The Service Provider shall not assign or sub-contract to others, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

### **13. Applicable laws**

13.1 The Contract shall be interpreted in accordance with the laws prevalent in India.

#### **13.2 Compliance with all applicable laws**

The Service Provider shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RfP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

### **14. Force majeure**

14.1 If the performance as specified herein is prevented, restricted, delayed or interfered by reason of Acts of God including fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided that the party so affected uses its best efforts to remove such cause of non-performance, delay or interference and when removed the party shall continue performance with utmost dispatch.

14.2 If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of likelihood or actual existence /occurrence of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform its 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.

### **15 Resolution of Disputes**

- 15.1 It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Service Provider from misconstruing the meaning and operation of the RFP and the breach that may result.
- 15.2 In case of Dispute or difference arising between the Bank and the Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Service Provider OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- 15.3 The Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is of such nature that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 15.4
- 15.5 Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 15.6 Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Delhi, India only.
- 15.7 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 15.8 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Any dispute between the Service Provider and the Bank, which cannot be settled by negotiation may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Delhi, India and conducted in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final and binding. The Service Provider shall not be entitled to suspend the provision of the catering services, pending resolution of any disputes and shall continue to render the catering services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Service Provider and the Bank or the subsistence of any arbitration or other proceedings.

The contract shall be governed by and construed in accordance with the laws of India and the Courts in Delhi shall have the exclusive jurisdiction to try any suit, proceedings in connection therewith / in that behalf.

**Application for Empanelment / Format For Technical Bid**  
**(Providing hired cars services at Delhi)**

From

.....  
 .....  
 .....

To

The Dy. General Manager  
 Administration & Premises Vertical  
 Videocon Tower, Ground Floor  
 E-1, Rani Jhansi Road  
 Jhandewalan Extension  
 New Delhi-110 055

| Sl. No. | Particulars   | Details to be filled in by the Agency |
|---------|---|---------------------------------------|
| 1       | Name of the Firm/Agency   |                                       |
| 2       | Name of Contact Person(s)   |                                       |
| 3       | Registered office/business address of the agency with telephone, cell, Website, Email and fax number  |                                       |
| 4       | Address with telephone, Fax numbers, Email and name(s) of the contact person (s)  |                                       |
| 5       | Year of Incorporation/Constitution  |                                       |
| 6       | Income Tax - PAN No. ( <b>Attach copy of PAN</b> )  |                                       |
| 7       | Service Tax/ VAT No. ( <b>Attach copy of Service tax registration No./VAT No.</b> )   |                                       |
| 8       | PF/ESI No. ( <b>Attach copy</b> )   |                                       |
| 9       | Whether registered with Registrar of Firms /Companies ? Date of Registration ( <b>Attach copy of Registration</b> )   |                                       |
| 10      | Customer Profile ( <b>Attach copy of orders/proof</b> )   |                                       |
| 11      | <u>Infrastructure details</u><br>1. The agency should have its own well maintained fleet of vehicles - minimum <b>10</b> Nos. including luxury cars which should be registered with RTA under the <u>Taxi Quota</u> and kept comprehensively insured from time to time.<br>2. The agency should have provided vehicles to All India Financial institutions, public sector |                                       |

|    |  |  |
|----|--|--|
|    | banks / undertakings, MNCs and large private sector corporates in past two years.  |  |
| 12 | <b>Credentials</b> : Whether you have done any work for any office of SIDBI in the past. If yes, give details.   |  |
| 13 | <b>References</b> : (Names, addresses & telephone numbers of three clients may be provided for obtaining necessary confirmation regarding the standard of service, standard of cars and other relevant details.)                                   |  |
| 14 | Whether the agency has achieved annual sales turnover ₹ <b>20 lakh</b> in any of the last three financial years i.e. FY 2013, 2014 and 2015 ( <b>Attach copy of P&amp;L A/c of relevant year</b> )   | YES/NO ....<br>Turnover for :-<br>FY 2013 ₹ ..... lakh<br>FY 2014 ₹ ..... lakh<br>FY 2015 ₹ ..... lakh |
| 15 | Whether the agency is an income tax assessee valid PAN number and having filed its Income tax return for the last three Assessment years i.e. 2013, 2014 and 2015. ( <b>Attach copy of Income Tax returns for all the three assessment years</b> ) |  |
| 16 | Whether the agency is in a position to make available dedicated staff for servicing the need of the Bank.  |  |
| 17 | Highest single contract value and company name   |  |
| 18 | Whether the agency is prepared to provide the services on Sundays/Holidays besides normal working days also, if so required by the Bank  |  |
| 19 | Whether the agency is ready to provide water bottle and newspaper in all cars  |  |
| 20 | Whether the agency is ready to provide adequate cash to the driver while traveling to meet exigencies viz. toll tax, parking, parking, outside duty etc.   |  |
| 21 | Please indicate whether the agency is prepared to offer five weeks credit  |  |
| 22 | Whether you have been blacklisted by any Government or Private organization. Please give details.  |  |
|    | <b>Other relevant information :</b>  |  |
| 23 | Are you related in any way with any staff member / Directors of Small Industries Development Bank of India (SIDBI)   |  |



|           |   |  |
|-----------|---|--|
| <b>24</b> | <b>Verification</b> - The application for empanelment should be signed by the authorised signatory verifying that all the details furnished in the application are true and correct to the best of his/her knowledge and that in case of furnishing any false information or suppression of any material information would lead to rejection of application besides initiation of penal proceedings by the Bank, if it deems fit. |  |
|-----------|---|--|

**25. Format for giving details of key personnel of the agency**

| Sr. No. | Name of Person | Desig. | No. of years with Agency | Contact No. |
|---------|----------------|--------|--------------------------|-------------|
|         |                |        |                          |             |
|         |                |        |                          |             |
|         |                |        |                          |             |

**SIGNATURE**  
**Name and Seal of Firm/Co.**  
**Date : .....**

- \*Bank Mandate Form attached : Yes / No
- \*\*Bank reserves right to decide the cut off duration of experience.
- \*\*\*Bank reserves right to call for proof / documents for verifications.

**DECLARATION**

1. The above information is true to the best of my knowledge and if any information is found untrue or false I may be debarred from the tender process/being given the contract.
2. I/We agree to abide by the terms and conditions stipulated by the Bank.

Date: ...../...../2016

Authorised Signatory:

Name:

Designation:

Phone:

Email id:

Annexure – IV

Format of Price Bid

Hiring on daily basis

(Amount in ₹)

| Particulars  | AC Car<br>(Esteem,<br>Ford Ikon,<br>Indigo or<br>Equivalent<br>car) | AC Innova<br>/Tavera<br>a/Scor<br>pio /<br>XYLO | Luxury Cars<br>(Mitsubishi,<br>Lancer,<br>Honda<br>City, Hundai<br>Accent or<br>Equivalent<br>cars) | Super Luxury<br>Segment<br>(Skoda, Altis<br>and equivalent<br>cars) |
|--|---|---|---|---|
| 8 hrs /<br>80 Kms  |   |   |   |   |
| 4 hrs /<br>40 Kms  |   |   |   |   |
| Per Addl.<br>Kms   |   |   |   |   |
| Per Addl. Hrs  |   |   |   |   |
| Airport duty   |   |   |   |   |
| Outstation<br>per Km                                       |   |   |   |   |
| Driver<br>Allowa<br>nce /<br>day for<br>Outstation<br>duty |   |   |   |   |

**Note:**

For arriving at L1 agency, rates quoted for main segments viz. (i) 8 hrs / 80 Kms (ii) 4 hrs / 40 Kms (iii) Airport duty (iv) Outstation per Km shall be considered. Agencies desirous of being shortlisted/empanelled shall be bound to accept the L1 rates received by the Bank including Variables such as (a) Per Addl. Kms (b) Per Addl. Hrs. etc.

Hiring on monthly basis

(Amount in ₹)

| Particulars  | Maruti Swift Dzire or equivalent<br>car) |
|--------------|--|
| Monthly rate |  |

|   |  |
|---|--|
| Additional Km                           |  |
| Additional hours                        |  |
| Driver Allow. / day for Outstation duty |  |

- The monthly car hire charges are for 12 hrs /day and 2000 kms /month, excluding sundays and national holidays
- Parking charges, toll tax etc. are paid on actual basis.
- Service Tax is paid at the applicable rate.
- The car and driver to be provided for car hiring on monthly basis shall preferably remain the same and not be changed during the contract period.

**Note:**

➤ The car garage / service origination point of the service provider should be **within radius of 5 km from SIDBI office** at Videocon Tower, Jhandewalan Extension, New Delhi -110 055.

➤ For arriving at L1 agency, rates quoted for 12 hrs/day and 2,000 kms/month shall be considered.

1. No terms and conditions should be stipulated in the Price Bid, which is meant only for the quotation of offer price/ rate.
2. **Prices quoted above shall be valid throughout the bid validity period.**
3. Prices shall be in conformity to the scope of the work.
4. Based upon the price quoted, contract can be awarded to separate agencies, on L1 basis, for engaging the car hiring services for monthly basis and for daily basis.
5. To meet contingent requirements, Bank reserves the right to also empanel any other shortlisted bidder who agrees to provide service at rates / terms as quoted by L1 bidder.
6. Price quoted shall be exclusive of all taxes. Taxes as applicable shall be extra. The applicable taxes should be indicated separately.

Organization :

Date:...../...../2016

Authorised Signatory:

Name:

Designation:

Phone:

Email id:

**Forwarding Letter**

**(To be submitted on the letterhead of the "Service Provider")**

To

The Dy. General Manager  
Administration & Premises Vertical  
Videocon Tower, Ground Floor  
E-1, Rani Jhansi Road  
Jhandewalan Extension  
New Delhi-110 055

Dear Sir,

**Your Tender No.** ----- ***dated*** -----

This is with reference to your above mentioned tender for Selection of "Service Provider" for providing car hire services to the Bank at Delhi. Having examined the tender document, we hereby submit our proposal along with the necessary documents.

Further, we agree to abide by all the terms and conditions as mentioned in **Annexure II** of the tender document.

Date: ...../...../2016

Authorised Signatory:

Name:

Designation:

Phone:

Email:

**Bank Mandate Form**  
 (To be submitted in Duplicate)

(Please fill in the information in CAPITAL LETTERS.  
 Please TICK wherever it is applicable)

1. Name of "Service Provider" : \_\_\_\_\_

"Service Provider" Code (if applicable): \_\_\_\_\_

2. Address of the "Service Provider" : \_\_\_\_\_

City \_\_\_\_\_ Pin Code \_\_\_\_\_

E-mail id: \_\_\_\_\_

Phone No. with STD code: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Permanent Account Number \_\_\_\_\_

MSE Registration / CA Certificate \_\_\_\_\_  
 (applicable)

**3. Particulars of Bank account:**

|   |                                   |             |                   |
|---|-----------------------------------|-------------|-------------------|
| Beneficiary Name  |                                   |             |                   |
| Bank Name   |                                   | Branch Name |                   |
| Branch Place  |                                   | Branch City |                   |
| PIN Code  |                                   | Branch Code |                   |
| MICR No.  |                                   |             |                   |
| Account type  | Saving                            | Current     | Cash Credit       |
| Account No.   | (as appearing in the Cheque book) |             |                   |
| <b>(Code number appearing on the MICR cheque supplied by the bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b> |                                   |             |                   |
| IFSC CODE   | For RTGS transfer                 |             | For NEFT transfer |

**4. Date from which the mandate should be effective :**

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of

incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Signature of the party / Authorized Signatory

.....  
Certified that particulars furnished above are correct as per our records.

Bank's stamp :

Date :

(Signature of the Authorized Official from the bank in which the a/c is held)

**N.B.: RTGS/NEFT charges if any, is to be borne by the party**

**Note on IFSC / MICR**

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

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