

भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

किराए पर कार लेने की सेवाओं हेतु एजेंसी के चयन
के लिए

प्रस्ताव का अनुरोध

Request for Proposal

For

Selection of Agency for Car Hiring Services

निविदा सं. / Tender No. : 400/2019/1360/ BYO/ADMIN/SIDBI

दिनांक / Dated 27/06/2018,

भारतीय लघु उद्योग विकास बैंक

एमएसएमई डेवलपमेंट सेंटर, सी-11, 'जी' ब्लॉक,

बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400051

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

MSME Development Center, C-11, 'G' Block,

Bandra Kurla Complex, Bandra (E), Mumbai - 400 051.

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (सिडबी) की संपत्ति है। सिडबी की लिखित अनुमति के बिना इसकी प्रति न ली जाए अथवा इसे किसी भी माध्यम इलेक्ट्रॉनिक या अन्य रूप में रिकॉर्ड या वितरित न किया जाए। यहाँ तक कि अधिकृत व्यक्तियों / एजेंसियों द्वारा भी इस दस्तावेज़ के विषयवस्तु का उपयोग, यहाँ बताए गए उद्देश्य से अलग किसी अन्य प्रयोजन के लिए किया जाना पूर्णतः प्रतिबंधित है। क्योंकि ऐसा किया जाना बैंक के कॉपीराइट का उल्लंघन माना जाएगा और दण्डनीय होगा।

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Invitation to Bid**1. Introduction and Requirement**

Small Industries Development Bank of India [SIDBI], a corporation established by the Small Industries Development Bank of India Act, 1989, acts as the principal Financial Institution for promotion, financing and development of the MSME sector and also to coordinate with institutions engaged in similar activities. The role and function of SIDBI are given in its website www.sidbi.in. It has its Head Office at Lucknow and Office at Mumbai.

SIDBI invites offers from Car hiring Service Providers of repute and experience to provide hired car services for its Office at C - 11, 'G' Block, Bandra - Kurla Complex, Bandra (East), Mumbai 400 051. The Service Providers will be required to Provide hired car services on daily basis / adhoc basis / monthly basis and as n when required.

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.

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

2. Bidding Information

उद्देश्य Purpose	"किराए पर कार उपलब्ध कराने की सेवाएँ" प्रदान करने के लिए "सेवा प्रदाता" का चयन Selection of "Service Provider" for providing "Car Hiring Services"
बयाना जमा राशि (ईएमडी) Earnest Money Deposit (EMD)	रु.35,000/-[तकनीकी बोली के साथ मुंबई में सिडबी के पक्ष में देय किसी अनुसूचित वाणिज्यिक बैंक से/ पर आहारित मांग ड्राफ्ट/ (डीडी)/ भुगतान आदेश (पीओ)/ बैंक गारंटी (बीजी) प्रस्तुत किया जाए।] [Rs.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 Mumbai along with Technical Bid].

<p>बोलियाँ प्रस्तुत करने की अंतिम तिथि Last Date of Submission of Bids</p>	<p>25 जुलाई, 2018 को 1300 बजे तक July 25, 2018 by 1300 hrs</p>
<p>स्पष्टीकरण Clarifications</p>	<p>यदि कोई स्पष्टीकरण चाहिए तो कृपया उसे ई-मेल आईडी aamrit@sidbi.in & pais@sidbi.in पर लिखित में 25 जुलाई, 2018 को 1300 बजे के पहले पूछें उसके बाद नहीं। Clarifications, if any, may be asked in writing through e-mail but not later than July 25, 2018 by 1300 hrs on mail id. aamrit@sidbi.in & pais@sidbi.in</p>
<p>बोली की वैधता Bid Validity</p>	<p>बोलियाँ प्रस्तुत करने की तिथि से 03 माह, अर्थात् 25 अक्टूबर, 2018 तक। 03 months from the date of submission of bids, i.e. till October 25, 2018.</p>
<p>बोलियाँ प्रस्तुत करने के लिए पता Address for submission of Bids</p>	<p>उप महाप्रबंधक, प्रशासन उद्भाग सिडबी एमएसएमई विकास केंद्र, प्लॉट न. सी-11, 'जी' ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई-400 051 THE DEPUTY GENERAL MANAGER ADMINISTRATION VERTICAL, SIDBI, MSME DEVELOPMENT CENTER, PLOT NO.C-11, 'G' BLOCK, BANDRA-KURLA COMPLEX, BANDRA (EAST), MUMBAI - 400 051.</p>
<p>लिफाफों की सं. (मुहरबंद सादे लिफाफे पर)) No. of Envelopes (Non-window, sealed)</p>	<p>निम्नलिखित के साथ 2 (दो) मुहर बंद सादे लिफाफे 02 (Two), Non-window sealed with: पहला लिफाफा 1st Envelope: (किराए पर कार उपलब्ध कराने के लिए प्रस्ताव - निविदा सं.400/2019/1360/ BYO / Admin / SIDBI दिनांक 27 जून, 2018 - तकनीकी बोली उस के ऊपर लिखा हो) जिसमें निम्नलिखित हों (Superscribing "OFFER FOR Car Hiring Services - Tender No.400/2019/1360/ BYO / Admin / SIDBI dated June 27, 2018 -Technical Bid") containing: 1. संलग्नक V में दिये गए प्रपत्र के अनुसार अग्रपेक्षा पत्र। Forwarding letter as per format given in Annexure V.</p>

	<p>2. रु.35000/- की बयाना जमा राशि के प्रति डिमांड ड्राफ्ट/ भुगतान आदेश/ बैंक गारंटी [अनुसूचित वाणिज्यिक बैंक पर/से] Demand Draft / Pay Order /Bank Guarantee towards Earnest Money Deposit (EMD) for Rs.35000/- [on/from scheduled commercial bank]</p> <p>3. संलग्नक III में दिये गए प्रपत्र के अनुसार तकनीकी बोली विवरण। Technical Bid details as per format given in Annexure III.</p> <p>4. संलग्नक VI में दिये गए प्रपत्र के अनुसार बैंक अधिदेश । Bank Mandate Form as per format given in Annexure VI.</p> <p>दूसरा लिफाफा : 2nd Envelope :</p> <p>(किराए पर कार उपलब्ध कराने के लिए प्रस्ताव - निविदा सं.400/2019/1360/ BYO / Admin / SIDBI दिनांक 27 जून, 2018 - मूल्य बोली उस के ऊपर लिखा हो) संलग्नक IV में दिये गए प्रपत्र के अनुसार मूल्य बोली दिया गया हो। (Superscribing "OFFER FOR Car Hiring Services –Tender No.400/2019/1360/ BYO / Admin / SIDBI dated June 27, 2018– Price Bid ") containing price bid as per format given in Annexure IV.</p>
<p>तकनीकी बोली खोलने की तिथि Date of opening of Technical Bids</p>	<p>25 जुलाई 2018 1500 बजे July 25, 2018 at 1500 hrs</p>
<p>मूल्य बोलियाँ खोलने की तिथि Date and time of opening of Price Bids</p>	<p>मूल्य बोली बाद की तिथि में खोली जायेगी जिसे केवल चयनित सेवा प्रदाताओं को अधिसूचित किया जाएगा। Price bids would be opened at a later date which would be notified only to the short listed ServiceProviders.</p>
<p>संपर्क विवरण Contact Details</p>	<p>सिडबी एमएसएमई विकास केंद्र, प्लॉट न. सी-11,'जी' ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई-400 051 SIDBI, MSME Development Center, Plot No.C-11, 'G' Block, Bandra Kurla Complex,</p>

		Bandra(East), Mumbai - 400 051.	
नाम (श्री) Name (S/Sh.)	पदनाम Designation	नाम (श्री) Name (S/Sh.)	पदनाम Designation
एस एस पै S S Pai	उप महाप्रबंधक (जनसम्पर्क) DGM(PR)	अमृत आनंद Amrit Anand	सहायक प्रबंधक (आतिथ्य) AM(Hospitality)

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 way of amendment.
- 3.4. Amendment, if any, shall be hosted on SIDBI Website (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.

4. **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 1st 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, 2nd 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.

Annexure II

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/Bidders" means the individual or Partnership 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 Mumbai Office of Small industries Development Bank of India located at MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051.
- 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 should be Mumbai based within 20 kms from SIDBI BKC 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 20 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 **Rs. 50 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.



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- 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 (aamrit@sidbi.in & pais@sidbi.in) by July 25, 2018, (1300 hrs) 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 No escalation in rates will be permitted during the first year of contract period. However, if services rendered are found upto acceptable level by the Performance Reviewing Authority, the Bank may, in its discretion, increase the rates upto 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 2nd 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 3rd 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.
- 5.2 No advance will be paid.
- 5.3 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 Mumbai 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 Rs. 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 **Mumbai**, 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 Vertical, Small Industries Development Bank of India (SIDBI), MSME Development Centre, C- 11, 'G' Block, Bandra - Kurla Complex, Bandra (East), Mumbai 400051.

- 8.2 The cover will be required to be handed over at Reception, Ground Floor, Small Industries Development Bank of India (SIDBI), MSME Development Centre, C- 11, 'G' Block, Bandra - Kurla Complex, Bandra (East), Mumbai 400051 on or before 13:00 hours on 25.07. 2018.
- 8.3 The quotation (Technical Bid only) will be opened at 15:00 hours on 25.07. 2018 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 Directors/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.

Service provider should ensure all statutory and regulatory compliance towards: ESIC & EPFO – All bidder/Service provider have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO and other Statutory and regulatory compliance as may be applicable from time to time with regards to transactions under RfP. The bidder also has to ensure that they are compliant to the Minimum Wages Act (MWA) for deployment of resources across sites nationwide(if applicable).

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 Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

15.5 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 Mumbai, India only.

15.6 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.

15.7 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

16. Taxes and Duties: Successful bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning. Providing clarifications / particulars / documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the bidder at his cost.

Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force.

"17. No employer and employee relationship. Staff deployed by the service provider shall never be deemed to be appointed by the bank nor shall they be under its service conditions".

"18. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorize, the progress of the project at the development /customization site of the bidder or where the services are being rendered by the bidder. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank. The bidder shall allow the Bank, its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, and all the related documents".

"19. CONFIDENTIALITY: Information provide under this RfP and Subsequent service agreement is confidential and neither party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any confidential information that the other party may acquire during the course of such association or otherwise concerning the other party's business, property, contracts, trade secrets, clients or affairs.

"20. All Bidders under the RfP absolutely, irrevocably and unconditionally hereby indemnifies and undertakes to keep SIDBI and / or its Directors, officers, employees, agents and representatives, for all times from and against all charges, cost, losses, claims, demands and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including the expenses of defending any claim of liability by any third party and from and against all actual



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damages sustained, whatsoever, whether past, or current suffered or incurred by SIDBI and or its Directors, officers, employees, agents, and representatives due to reasons of

- a) Breach, misconduct, omissions or
- b) Negligence on the part of Agency and or its directors, employees, in the performance of the services including but not limited to any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right.

Annexure – III

Application For Technical Bid
(Providing hired cars services at Mumbai)

From

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To

**The Dy. General Manager
Administration Department
Small Industries Development Bank of India
MSME Development Centre, C-11, G-Block
Bandra Kurla Complex, Bandra(East),
Mumbai- 400051.**

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. (Attach copy of PAN)	
7	GST Registration (Attach copy same.)	
8	PF/ESI No. (Attach copy)	
9	Whether registered with Registrar of Firms /Companies ? Date of Registration (Attach copy of Registration)	
10	Customer Profile (Attach copy of orders/proof)	
11	<u>Infrastructure details</u> 1. The agency should have its own well maintained fleet of vehicles - minimum 20 Nos. including luxury cars which should be registered with RTA under the <u>Taxi Quota</u> and kept comprehensively insured from time to time.	

	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	Credentials : Whether you have done any work for any office of SIDBI in the past. If yes, give details.	
13	References : (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 Rs. 50 lakh in any of the last three financial years i.e. FY 2016, 2017 and 2018 (Attach copy of P&L A/c of relevant year)	YES/NO Turnover for :- FY 2016 Rs. lakh FY 2017 Rs. lakh FY 2018 Rs. 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. 2016, 2017 and 2018. (Attach copy of Income Tax returns for all the three assessment years)	
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.	
	Other relevant information :	

23	Are you related in any way with any staff member / Directors of Small Industries Development Bank of India (SIDBI)	
24	Verification - 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 Perso	Desig.	No. of years with Age	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:/...../2018

Authorised Signatory:

Name:

Designation:

Phone:

Email id:

Annexure – IV

Format of Price Bid

Hiring on daily basis

(Amount in Rs.)

<u>Particulars</u>	<u>AC Car (Swift Dzire Indigo or Equivalent car)</u>	<u>AC Innova /Tavera/ Scorpio</u>	<u>Luxury Cars Honda City, maruti Ciaz or Equivalent cars)</u>	<u>Super Luxury Segment (Skoda, Altis and equivalent cars)</u>
8 hrs / 80 Kms				
4 hrs / 40 Kms				
Per Addl. Kms				
Per Addl. Hrs				
Airport duty				
Outstation per Km				
Airport duty from / to Vashi				
Driver Allow. / day for Outstation 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. Shortlisted agency shall be bound to accept the L1 rates received by the Bank for Variables such as (a) Per Addl. Kms (b) Per Addl. Hrs. etc.

Organization :

Date:...../...../2018

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 and Premises Vertical
SIDBI
2nd Floor, MSME Development Center
C-11, 'G' Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

Dear Sir,

Your Tender No. 400/2019/1360/ BYO / Admin / SIDBI dated June 27, 2018

This is with reference to your above mentioned tender for Selection of "Service Provider" for providing car hire services to the Bank at BKC, Mumbai. 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:/...../2018

Authorised Signatory:

Name:

Designation:

Phone:

Email:

Annexure - VI

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)		

(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 & code and Account Number)



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IFSC CODE	For RTGS transfer		For NEFT transfer	
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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.
