### <u>Finalisation of Agency for providing</u> <u>Driving services for office cars at Mumbai</u>

Sealed quotations are invited from reputed agencies for providing driving services for office cars used by CMD/DMD of Small Industries Development Bank of India (SIDBI) at Mumbai. The agency should have at least 3 years experience in providing services of Drivers to reputed organisations like All India Financial Institutions, Public/Private Sector Banks / Undertakings and Large Private Sector Companies. The eligibility criteria and terms and conditions of the contract are furnished in the Annexure I and Annexure II, respectively. The same are also available in the office of the undersigned between 9.45 hrs to 17.30 hrs on any working day (except Saturday, Sunday & Public holiday's) from April 21, 2014 to April 25, 2014.

The quotations should be submitted in two parts described as under;

**Part I (introduction)**, containing details of past performance / experience duly supported by copies of orders / bills and / or certificates for such contracts/services provided/being provided to reputed companies and financial performance in last three assessment years.

**Part II to be submitted in sealed cover** containing the rates (in prescribed Performa) for providing driving services for office cars used by CMD/DMD.

The quotations to be submitted should be addressed to

"The Deputy General Manager, Administration Vertical, SIDBI, MSME Development Centre, C-11 G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051.

The envelope should be superscribed ' Arrangement for providing driving services for office cars used by CMD/DMD at Mumbai and should reach him not later than 15.00 hrs. on April 25, 2014. The quotations which are not submitted in the prescribed manner will not be accepted.

The Bank reserves the right to accept or reject any or all quotations without assigning any reasons.

Annexure – I

The Eligibility Criteria

(1)	The agency should be Mumbai based and should be in existence for the at least last three years.
(2)	The agency should have at least 3 years experience in providing driving services for office cars to reputed organizations like all India Financial Institutions, Public/Private Sector Banks / undertakings and large private sector Organisations, MNCs.
(3)	The agency should have been registered with Central and Excise Department for Service Tax. Attach a copy of the registration certificate.
(4)	The agency should have achieved annual sales turnover of ₹5 lakh in any of the last three Assessment Years 2011, 2012 and 2013. Attach a copy of the relevant IT return / Balance Sheet /Profit & Loss A/c statement.
(5)	The agency should have been an Income Tax Assessee having filed Income Tax returns for the Assessment Years 2011, 2012 and 2013. In case the agency is exempted from paying income tax, the exemption certificate issued by IT Department may be enclosed.
(6)	In case of partnership firm, a copy of the partnership deed registered with Registrar of Firms may be submitted OR in case the agency is private limited company, the registration certificate with Registrar of Companies should be submitted.

#### **Terms and Conditions of contract**

- 1) The contract shall be valid for 24 months from the date of awarding of the contract which could be further extended for a period of one year subject to satisfactory performance and mutually agreed terms and conditions. However, not withstanding anything contained herein, SIDBI [hereinafter referred as the Bank] shall have the right to terminate the agreement /contract at any time without being required to give any reason / notice thereof. Such termination will not give any right the service agency for claim of any compensation or damage.
- 2) The service agency would be responsible for providing driving services for office cars used by CMD/DMD of SIDBI at Mumbai. The duty timing would be08:00 AM to 08:00 PM from Monday to Saturday.
- 3) The service agency would ensure that the individuals engaged for the purpose would attend to work on time and in case of any absenteeism, suitable substitute should be provided to take care of the work. It will ensure that there is no FIR lodged or criminal investigation going on against the individuals deployed for driving, the individuals will not take any type of intoxication while on duty and that the distant vision of the individuals is fit for purpose of this service and a certificate of ophthalmologist may be taken in this respect by the agency. In case the individual deployed is found having taken any intoxication, it shall be treated as breach of contract and on the Bank advising the agency, such individual shall never be deployed again for services of the Bank.
- 4) The service agency shall maintain a register detailing the number of hours for which driving services were provided and mileage and submit along with the bill on monthly basis.
- 5) The service agency shall ensure that the individuals 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 and more particularly similar cars.
- 6) The service agency shall ensure that the individuals engaged wear clean uniform, are well behaved and follow decent manners.
- 7) The service agency shall be responsible for police verification as well as identity of individuals engaged by the agency.
- 8) The service agency shall issue identity cards to the engaged individuals and submit a copy of that to SIDBI for records.

- 9) The office cars for which the individuals are provided will be solely under the care and supervision of the service agency and any damage or loss to the office cars will be entirely the responsibility of the service agency. The service agency shall, to the satisfaction of SIDBI, arrange to maintain the office cars and keep them in perfect running condition.
- 10) The service agency shall maintain the schedule of service /change of lubricants / refilling of fuel of office cars and keep the Bank informed about any service /maintenance required well in advance.
- 11) The individuals employed by the service agency as herein above 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.
- 12) Service agency shall follow all the laws related to labour for the individuals engaged by it.
- The service agency should ensure compliance with the requirements of Contract Labour (R & A) Act 1970, Minimum Wages Act, 1948, EPF, ESI and also abide by all the other statutory requirements necessary in this regards. SIDBI would neither involve itself in any matters nor be responsible in any manner for any shortcomings arising out of the non-compliance of the necessary regulations / laws. The agency indemnifies the Bank against all monetary or other benefits to which his personnel are entitled to during the period of employment or in relation to employment under various labour laws such as minimum wages act etc. or such other statutes as applicable from time to time. The bank shall have no priviti with the individuals deployed by the service agency in execution of the contract work.
- 14) The Bank shall not, in any way be responsible to any kind of injury or loss of health to the individuals of the service agency while they are performing their duties for the Bank.
- 15) Evaluation of the service agency's performance by the Bank and decisions taken thereof shall be final and binding upon the service agency.
- 16) The service agency shall be required to offer a minimum of 5 weeks credit period.
- 17) The Bank may terminate the contract at any time after giving one month's notice particularly in, but not limited to any of the following events:
  - i. Fraud committed by the agency;
  - ii. Serious default of the contract terms committed by the agency;
  - iii. Sub-contracting without authorization from SIDBI;
  - iv. Un-satisfactory services;
  - v. Any violation of general terms and conditions
  - vi. Any misbehaviour of the individual or their gross negligence.

# (Part – I) THE FORMAT FOR TECHNICIAL BID [SERVICE AGENCY FOR PROVIDING DRIVERS FOR OFFICE CARS AT SIDBI MUMBAI]

FROM;

TO,

The Deputy General Manager, Administration Vertical, SIDBI, MSME Development Centre, C-11 G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051.

SI No.	Particulars	Details to be filled in by the Agency
(1)	Name of the Agency	
	Contact Person	
(2)	Regd. Office/ Business address of the Agency	
(3)	Date of Incorporation / Constitution.	
(4)	PAN No. of the Agency [Attach copy of PAN card]	
(5)	Service Tax Registration No. [Enclose a copy of registration certificate]	
(6)	Whether registered with Registrar of Firms / Companies? [Enclose Partnership Deed / Registration certificate with Registrar of Companies]	
(7)	Whether the agency has 3 years experience in providing Driving Services to reputed organizations like all India Financial Institutions, Public Sector Banks / undertakings and large private sector organisations / MNCs	
(8)	Whether the agency is in existence for the last three years?	
(9)	Whether registered with Central and Excise	

	Department for Service Tax? (Attach a copy of registration)	
(10)	Whether the agency has achieved annual sales turnover of ₹5.00 lakh in any of the last three assessment years i.e.FY FY 2011/ FY 2012 and FY 2013? (Attach a copy of P & L A/c of relevant assessment year)	
(11)	Whether the agency has been an Income Tax Assessee having filed Income Tax returns for the Assessment Years 2011, 2012 and 2013? (Attach copies of Income Tax Returns for all the three assessment Years). In case the agency is exempted from paying income tax, the exemption certificate received from IT Department may be enclosed.	

I / We agree to abide by the terms and conditions stipulated by the Bank and mentioned in the  $\mbox{\bf Annexure II.}$ 

I / We also undertake to ensure compliance with the requirements of Contract Labour (R & A) Act, 1970, EPF, W.C. Act, ESI and also abide by all the other statutory requirements necessary in this regard. I / We agree that SIDBI would neither involve itself in any matters nor shall it be responsible for any shortcomings arising out of noncompliance of the necessary regulations / laws.

Date:

SIGNATURE Name and Seal of the firm / Company

(The format shall be sent in a separate sealed cover superscribing – " *Technical Bid for "*PROVIDING DRIVING SERVICES FOR OFFICE CARS")

### (Part - II)

## The Format for Financial Bid [AGENCY FOR PROVIDING DRIVEVING SERVICES FOR OFFICE CARS AT SIDBI MUMBAI]

From,

TO,

The Deputy General Manager, Administration Vertical, SIDBI, MSME Development Centre, C-11 G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051.

Dear Sir,

We offer the rates per month for "PROVIDING DRIVING SERVICES FOR OFFICE CARS AT SIDBI MUMBAI" as under :

Sr. No.	Particulars	Amount (₹)
1	All inclusive monthly charges for 12 hr driving services (8 am to 8 pm) during Monday to Saturday (26 days per month)	
2	Per hour charges on driving services on working days beyond regular service hours.	
3	Charges for Sunday's, if any	
4	Outstation charges, if any.	

Please note the agency will have to provide excess driving services other than ordinary requirement for two cars. Excess services may be required during the period of contract. However, charges for such services shall be same as above.

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- (i) The above rates are exclusive of applicable taxes which would be paid at actuals. Any request for change of rates during the tenure of the contract would not be entertained by the Bank.
- (ii) We are aware that all the payments shall be subject to TDS, as applicable, at the time of payment.

I / We agree to undertake providing driving services subject to terms and conditions stipulated in **Annexure II** by the Bank at the rates quoted above.

	SIGNATURE
Date:	Name and Seal of firm

(The rates will be offered in separate sealed cover superscribing "Financial Bid for Providing Driving Services" )