



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

ड्राइवर की सेवाओं हेतु एजेंसी के चयन
के लिए
प्रस्ताव का अनुरोध

Request for Proposal
For
Selection of Agency for
Driver services for office cars
at SIDBI, Head Office, Lucknow

निविदा सं. Tender No. 314/2020/1555/HO1/ADMIN

सीलबंद निविदा जमा करने की आखिरी तारीख- 16 मार्च 2020, सायं 03.00 बजे तक
Last Date of Submission of sealed tender March 16, 2020, up to 03.00 pm

महाप्रबंधक (प्रशासन व परिसर उद्-भाग)
भारतीय लघु उद्योग विकास बैंक
सिडबी टावर, 15 अशोक मार्ग
लखनऊ- 226001

The General Manager (Administration and Premises Vertical)
Small Industries Development Bank of India (SIDBI)
SIDBI TOWER, 15, Ashok Marg
Lucknow-226001

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (सिडबी) की संपत्ति है। सिडबी की लिखित अनुमति के बिना न तो इसकी प्रतिलिपि बनाई जाए, न ही वितरण किया जाए और न ही इलेक्ट्रॉनिक या अन्य किसी माध्यम पर रिकॉर्ड किया जाए। प्राधिकृत कार्मिकों/एजेंसियों द्वारा भी, यहाँ विनिर्दिष्ट उद्देश्य से इतर, किसी भी प्रयोजन के लिए इस दस्तावेज़ में दी गयी विषयवस्तु का उपयोग किया जाना पूर्णतया प्रतिबंधित है। यह कॉपीराइट का उल्लंघन माना जाएगा, अतः भारतीय कानून के तहत दंडनीय होगा।

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or otherwise, without SIDBI's written permission. Use of contents given in this document, even by the authorized personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

Notice Inviting Tender

Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities. The role and function of SIDBI are given in its website <https://www.sidbi.in/>. It has its Head Office at SIDBI Tower, 15, Ashok Marg, Lucknow – 226001. SIDBI invites offer from reputed and experienced agencies providing **Driving / driver services** for office cars on monthly basis.

महत्त्वपूर्ण सूचना Important Information

क्र.सं. Sr. No.	कार्य-मद Event	विवरण / तारीख व समय Particulars / Date & Time
1	कंपनी का नाम Name of the Company	भारतीय लघु उद्योग विकास बैंक (इसे यहाँ आगे "सिडबी" अथवा "बैंक" कहा गया है।) Small Industries Development Bank of India (hereinafter referred to as "SIDBI" or "The Bank")
2	उद्देश्य Purpose	"सिडबी टावर, लखनऊ में ड्राइवर की सेवा" प्रदान करने के लिए "सेवा-प्रदाता" का चयन" Selection of "Service Provider" for providing "Driver services for office cars" at Lucknow.
3	प्रस्ताव आमंत्रण की तारीख Date of Issue of RfP	February 25, 2020 February 25, 2020
4	निविदा दस्तावेज़ की प्राप्त करने का समय, तारीख व स्थान (निर्धारित पते पर आकर स्वयं लेना अथवा सिडबी की शासकीय साइट से डाउनलोड करना) Time, Date and Place of collection of Tender Document (collection in	समय : पूर्वाह्न 10.30 से सायं 06.30 बजे तक Time: 10.30 am to 06.30 pm तारीख : 25.02.2020 से 13.03.2020 तक Date: From 25.02.2020 to 13.03.2020 स्थान : प्रशासन एवं परिसर उद्-भाग, सिडबी, प्रधान कार्यालय, 5वाँ तल, सिडबी टावर, 15 अशोक मार्ग, लखनऊ-226001 (सभी कार्य दिवसों में) Place: Administration and Premises Vertical, SIDBI, Head Office, 5 th Floor, SIDBI Tower, 15,

	person from the given address or downloading from official site of SIDBI)	Ashok Marg, Lucknow-226001 (On all working days)
5	निविदाकर्ताओं से बोली-पूर्व बैठक/ साइट दौरा Pre-Bid meeting with Tenderers	समय : पूर्वाह्न 11.30 से अपराह्न 03.00 बजे तक Time: from 11.30 am to 03.00 pm दिनांक : मार्च 02, 2020 Date: March 02, 2020 स्थान : प्रशासन एवं परिसर उद्-भाग, सिडबी, प्रधान कार्यालय, 5वाँ तल, सिडबी टावर, 15 अशोक मार्ग, <u>लखनऊ-226001</u> Place: Administration and Premises Vertical, SIDBI, Head Office, 5 th Floor, SIDBI Tower, 15, Ashok Marg, <u>Lucknow-226001</u>
6	बोली-पूर्व बैठक / साइट दौरे के पश्चात निविदाकर्ताओं की पूछताछ के जवाब Replies to queries of bidders after site visit / pre-bid meeting	ई-मेल के माध्यम से / अलग-से परिशिष्ट जारी करके जवाब दिया जाएगा (यदि आवश्यक हो) Will be resolved by email replies / issuing addendum (if required) on SIDBI website only.
7	बोलियाँ जमा करने की अंतिम तारीख Last date for submission of bids	16, मार्च 2020 को सायं 03.00 बजे तक 16, March 2020 up to 03.00 pm
8	बोली जमा करने का पता Address for bid submission	महाप्रबंधक (प्रशासन एवं परिसर उद्-भाग) भारतीय लघु उद्योग विकास बैंक (सिडबी) प्रधान कार्यालय, सिडबी टावर, 15 अशोक मार्ग, <u>लखनऊ- 226001</u> The General Manager, Administration and Premises Vertical, Small Industries Development Bank of India, Head Office, SIDBI Tower, 15, Ashok Marg, <u>Lucknow-226001</u>
9	बयाना जमा राशि (ईएमडी) Earnest Money Deposit (EMD)	₹20,300/- (रुपये बीस हजार तीन सौ मात्र) जो 'सिडबी' के पक्ष में लखनऊ में देय किसी अनुसूचित वाणिज्यिक बैंक से/ पर आहारित मांग ड्राफ्ट/ (डीडी)/ भुगतान आदेश (पीओ)/ बैंक गारंटी (बीजी) प्रस्तुत किया जाए। इसका भुगतान निविदा जमा करते समय, तकनीकी बोली वाले लिफाफे के

		<p>अंदर, एक अलग लिफाफे में रखकर करना होगा, जिस पर “सिडबी, प्रधान कार्यालय, 15, अशोक मार्ग, लखनऊ कार्यालय में ड्राइवर की सेवाओं की सेवाप्रदाता के चयन के लिए बयाना जमा राशि” लिखा हो।</p> <p>₹20,300/- (Rupees twenty thousand three hundred only) in the form of Demand Draft (DD)/ Pay Order (PO) / Bank Guarantee (BG) drawn on / from any scheduled commercial bank in favor of “SIDBI” payable at Lucknow to be paid at the time of submitting the tender in a separate envelope super scribed” EMD for Driving services at SIDBI Tower, 15 Ashok Marg, Lucknow, and submitted in the envelope containing technical bid.</p>
10	<p>तकनीकी बोलियाँ खोलने की तारीख व समय Date & Time for Opening of Technical Bids</p>	<p>मार्च 16 2020 को सायं 03.30 बजे March 16, 2020 at 03.30 p.m.</p>
11	<p>वित्तीय / वाणिज्यिक बोलियाँ खोलने की तारीख व समय Date & Time of opening of Financial / Commercial bids</p>	<p>केवल उन्हीं बोलीकर्ताओं को अलग-से सूचित किया जाएगा, जो तकनीकी मानदंडों के अधीन योग्य पाए जाएँगे। Will be separately advised only to bidders who qualify the technical criteria.</p>
12	<p>बोली की वैधता Bid Validity</p>	<p>वित्तीय बोली खोले जाने की तारीख से 90 दिन तक। 90 days from the date of opening of financial bid.</p>
13	<p>संविदा का समय/तारीख Time / Period of Contract</p>	<p>इस संविदा की अवधि, दो वर्ष होगी तथा इसे एक वर्ष के लिए आगे बढ़ाया जा सकेगा। तथापि, संविदा को जारी रखना इस बात पर निर्भर करेगा कि दी जाने वाली सेवाओं की गुणवत्ता कैसी है और इसके लिए बैंक के उपयुक्त प्राधिकारी नियमित रूप से उक्त गुणवत्ता की समीक्षा करेंगे। The tenure of the contract shall be for two years and is extendable for further period of one year. However, continuance of contract will be subject to ongoing review of quality of service rendered, done by appropriate authority of the Bank.</p>

14	सिडबी के पदाधिकारियों के संपर्क विवरण / Contact details of SIDBI officials	दूरभाष सं. / Tele. No. - 0522 – 4259764, 4259761, 4261632
15	सिडबी की वेबसाइट Website of SIDBI	https://www.सिडबी.भारत https://www.sidbi.in

Introduction and Disclaimers

The purpose of the RfP is to invite bids from reputed Bidders for Engagement of Agency for providing Driving Services for Office cars in Lucknow.

The tenure of the contract shall be for two years and is extendable for further period of one year.

The RfP document is not a recommendation offer or invitation to enter into a contract, agreement or other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

Information Provided

The RfP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RfP document. Neither Bank nor of its directors, officers, employees, agents, representatives, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RfP document.

For Respondent only

The RfP document is intended solely for the information of the part to whom it is issued ("the Recipient" or the Respondent" or "the Bidder").

Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including without intimation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions of information (whether oral or written and whether express or implied), including forecasts, statements, or estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the Losses arise in omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Cost to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the preparation and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Recipient / Respondent.

No Legal Relationship

No binding legal relationship will exist between any of the Respondents and SIDBI until execution of a contractual agreement.

Recipient Obligation to Inform itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

Evaluation of Offers

The Issuance of RfP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by Recipient. The Recipient unconditionally acknowledges by submitting its response to this RfP document that it has not relied on any idea, information, statement, representation, or warranty given in this RfP document.

Acceptance of Selection Process

Each Recipient / Respondent having responded to this RfP acknowledges having read, understood and accepted the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

Error and Omissions

Each Recipient should notify SIDBI of any error, fault, omission or discrepancy found in this RfP document.

Acceptance of Terms

Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this introduction and Disclaimer.

Notification

SIDBI will notify all short-listed respondents in writing or by email as soon as practicable about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

Proposal Ownership

The proposal and all supporting documents submitted by the vendors shall become the property of SIDBI unless the Bank agrees to the vendors specific request in writing, that the proposal and documentation be returned or destroyed.

1. Instructions to Service Providers

- 1.1. 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.
- 1.2. Any clarification to be sought by the Service Providers should be done on or before the stipulated date.
- 1.3. 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.
- 1.4. Amendment, if any, shall be hosted on SIDBI Website (www.sidbi.in).
- 1.5. 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.
- 1.6. 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
- 1.7. 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.
- 1.8. 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.
- 1.9. 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.
- 1.10. Deviations, if any, to the terms of the RfP should be annexed separately to the Technical bid.
- 1.11. 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.
- 1.12. 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 / non delivery of the bid documents due to any reason whatsoever.

2. Tender Methodology, Bid Evaluation & Award of Contract

- 2.1. The tender methodology proposed to be adopted by SIDBI will be "TWO BID SYSTEM" i.e., Technical Bid and Financial Bid.
- 2.2. 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 Financial Bids.
- 2.3. In second phase, 2nd envelope containing Financial 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 Financial Bid opening. Date and time of opening of the Financial Bids shall be advised only to the Service Providers shortlisted in the first phase of evaluation, through fax/ email.
- 2.4. 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.
- 2.5. 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) FINANCIAL BID**.
- 2.6. The Bank, on the request of the Service Providers may furnish the reasons for rejecting tender.
- 2.7 The terms and conditions of the contract are furnished in the **Annexure II**. The same will also be available along with tender document in the office of the undersigned between 1030 hrs to 1830 hrs on any working day (except Saturday, Sunday & holidays) from February 25, 2020 to March 13, 2020.

3. Definitions

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

- 3.1. The "Bank" means Small Industries Development Bank Of India (SIDBI);
- 3.2. The "Service Provier/Bidders" means the individual or Partnership firm or company supplying or intending to supply Driving/driver Services under this Contract;
- 3.3. 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;
- 3.4. The "Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- 3.5. "TCC" means the Terms and Conditions of Contract contained in this section;
- 3.6 The "Site" means the Lucknow Head Office of Small industries Development Bank of India located at SIDBI Tower, 15, Ashok Marg, Lucknow-226001.
- 3.7 The relationship between Service Provider and the Bank shall be of Vendor & Vendee.

Annexure II**4. Terms and Conditions:**

- 4.1 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, notwithstanding 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 to the service agency for claim of any compensation or damage.
- 4.2 The service agency would be responsible for providing driving services for office cars of SIDBI at Lucknow. The duty timing would be (**From** one hour before regular office timing **To** one hour after regular office timing) from Monday to Saturday.
- 4.3 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. Medical fitness including the eye-sight (vision) of the individuals is fit for purpose of this service. 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.
- 4.4 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.
- 4.5 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. Expenditure towards Fuel / Service shall be borne by the Bank.
- 4.6 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.
- 4.7 The agency shall suitably instruct its drivers to follow the traffic rules while driving the vehicle and also advise them to always carry the valid driving license while on duty and should have accident free experience of minimum 3 years in driving four wheelers / cars.

- 4.8 The agency shall ensure to provide minimum 2 sets of uniform to the drivers and that the drivers engaged wear clean uniform, are well behaved, follow decent manners and refrain from consumption of gutka, alcoholic beverages or any other recreational drugs while on duty.
- 4.9 The agency shall be responsible for police verification as well as identity of drivers engaged by the agency.
- 4.10 In case of any lapse in services, penalty as may be decided by the bank shall be applicable.
- 4.11 Service agency shall follow all the laws related to labour for the individuals engaged by it.
- 4.12 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 regard. 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 privity with the individuals deployed by the service agency in execution of the contract work.
- 4.13 Evaluation of the service agency's performance by the Bank and decisions taken thereof shall be final and binding upon the service agency.
- 4.14 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 misbehavior of the individual or their gross negligence.

5. Responsive bids

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

- 5.1 Bids submitted at the prescribed address on or before the stipulated date and time.
- 5.2 Bids accompanied with following documents:
 - a. Forwarding letter [**Annexure I**]
 - 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 Financial Bid and Salary Break up for Drivers in prescribed format [**Annexure IV**].
 - e. Duly filled in and signed Bank Mandate Form in prescribed format [**Annexure V**].
 - f. Performance Security Form – Annexure VI

6. Pre-bid Clarifications

The intending Service Providers will have to send their queries by email to mail id. Priyadarshini rath priyar@sidbi.in ; Ranjana Bhattacharjee ranjana@Sidbi.in by March 2, 2020, (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.

7. Terms Rates

- 7.1 Wages of drivers for office cars shall be as per Central Govt.'s Minimum Wages approved by Central Labour Commissioner, New Delhi applicable from October 01, 2019 for skilled category and shall be revised from time to time as applicable. The prevailing rates are given in **Annexure IV**.
- 7.2 No advance will be paid.
- 7.3 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.

8. Terms Of Payment: The payment terms of the Bank are as under:

- 8.1 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. However, the Agency will ensure to credit the salary of the drivers in their respective accounts in the **first week (01 – 07) of each month**, without waiting / linking the payment to be received from SIDBI.
- 8.2 All the payments including refund of EMD will be made by SIDBI Lucknow 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 V**.
- 8.3 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.
- 8.4 The Service Provider must accept the payment terms proposed by the Bank. The Financial 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.
- 8.5 TDS, if any, will be deducted while releasing the payment.

9. Earnest Money Deposit

- 9.1 The Service Provider, submitting the bids will have to deposit EMD of Rs.20,300/- (Rupees twenty thousand three hundred 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 **Lucknow**, along with the Technical Bid.
- 9.2 Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 9.3 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.
- 9.4 Request for exemption from EMD will be only if MSME registration /exemption certificate is available.
- 9.5 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.

10. Quotation and Process of Selection

- 10.1 Interested Service Providers will be required to submit their offer in 2 bids viz., " Technical bid" and" Financial 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 "Financial Bid" which will again be put in another sealed cover with superscription "OFFER FOR DRIVER SERVICES" addressed to The General Manager, Administration and Premises Vertical, SIDBI, Head Office, 5th Floor, SIDBI Tower, 15, Ashok Marg, Lucknow-226001
- 10.2 The cover will be required to be handed over to Ms. Priyadarshini Rath / Shri Vinod Verma at 5th Floor, Small Industries Development Bank of India (SIDBI), Administration and Premises Vertical, SIDBI, Head Office, 5th Floor, SIDBI Tower, 15, Ashok Marg, Lucknow-226001_as per the time and date of submission.
- 10.3 The quotation (Technical Bid only) will be opened as per the time and date mentioned above, in the presence of the Service Providers, who wish to remain present.
- 10.4 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.
- 10.5 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 Financial Bid will be opened.

11. 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.

12. Agreement

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

13. Use of Contract Documents and Information

- 13.1 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.

- 13.2 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.

14. 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.

15. Applicable laws

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

15.1 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).

16. Force majeure

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.

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.

17. Resolution of Disputes

It will be the Bank's endeavour 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.

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.

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.

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

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 Lucknow, India only.

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.

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

- 18. 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.
- 19. 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.
- 20. 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".
- 21.** 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".

- 22.** 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.
- 23.** 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 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 Driver services for office cars at Lucknow)

From

.....

To

**The General Manager
 Administration Department
 Small Industries Development Bank of India
 SIDBI TOWER, 15, Ashok Marg
 Lucknow-226001.**

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	Credentials: Whether you have done any work for any office of SIDBI in the past. If yes, give details.	
12	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.)	

13	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 2017, 2018 and 2019. (Attach copy of Income Tax returns for all the three assessment years)	
14	Whether the agency is in a position to make available dedicated staff for servicing the need of the Bank.	
15	Please indicate whether the agency is prepared to offer 7-10 days credit from the date of submission of bill / invoices.	
16	Whether you have been blacklisted by any Government or Private organization. Please give details.	
	Other relevant information:	
17	Are you related in any way with any staff member / Directors of Small Industries Development Bank of India (SIDBI)	
18	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.	

24. Format for giving details of key personnel of the agency

Sr. No.	Name of Per.	Design.	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:/...../2020

Authorised Signatory:

Name:

Designation:

Phone:

Email id:

Annexure – IV**Format of Financial Bid**

Drivers for Office Cars
Salary Break-up / Central Govt.'s Minimum Wage (w.e.f. 01.10.2019)
(As per rates approved by Central Labour Commissioner,
New Delhi applicable from October 01, 2019)

Particulars	Driver (skilled category)
Minimum Wages for 26 days (A)	19058.00
EPF 12% of Rs 15000	1800.00
ESIC 3.25%	619.39
Bonus 8.33% of ₹7000/-	583.10
Sub- Total (A)	22060.49
Service Charge quoted by agency	
Sub- Total (B)	
GST @%	
Sub- Total (C)	
Grand Total (A+B+C)	

Note : GST will be paid as per applicable rates.

Organization :

Date:...../...../2020

Authorised Signatory:

Name:

Designation:

Phone:

Email id:

Forwarding Letter

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

To

The General Manager
Administration and Premises Vertical
Small Industries Development Bank of India
SIDBI TOWER, 15, Ashok Marg
Lucknow-226001.

Dear Sir,

Your Tender No. 314/2020/1555/HO1/ADMIN

This is with reference to your above-mentioned tender for Selection of "Service Provider" for providing hired Driver service for office cars at Lucknow. 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:/...../2020

Authorised Signatory:

Name:

Designation:

Phone:

Email:

Annexure - V

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	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
MICR No.																							
Account type	Saving	Current	Cash Credit																				
Account No.	(as appearing in the Cheque book)		<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
<p>(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)</p>																							
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.

Annexure – VI

PERFORMANCE SECURITY FORM

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL

(₹100/- non-judicial stamp paper)

To: SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA, SIDBI TOWER, 15, ASHOK MARG, LUCKNOW – 226001

WHEREAS (Name of Service Provider) (hereinafter called the “Service Provider”) has undertaken, in pursuance of Request for Proposal (RFP) No _____ dated _____ 2020 for providing Driving Services (herein called the ‘the RFP’) to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Service Provider shall furnish you with a Bank Guarantee from a scheduled commercial Bank for the sum specified therein, as security for compliance with the Service Provider’s performance obligations in accordance with the RFP.

We _____ **Bank** further undertake not to revoke and make ineffective the guarantee during it’s currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding ₹ _____ (only) by reason of any breach of the terms of the RFP dated _____ by Service Provider. We hereby agree that the decision of the SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding.

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding ₹...../- (Rupeesonly) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Service Provider to be in default under the RFP and without cavil or argument, any sum or sums within the limit of ₹...../- (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

(i) any time or waiver granted to the “Service Provider”;

- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the “Service Provider”;
- (iii) any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
- (iv) any unenforceability, invalidity or frustration of any obligation of the “SERVICE PROVIDER” or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the “SERVICE PROVIDER”;
- (v) any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
- (vi) any change in constitution of the “Service Provider”;
- (vii) any petition for the winding up of the “SERVICE PROVIDER” has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the “Service Provider” has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in 3rd paragraph

This guarantee is valid until the day of <validity date> and a claim in writing is required to be presented to us within a period of one month from <validity date> i.e. on or before <claim period> failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (“Service Provider’s Bank”)

.....

Date.....

Address

.....

.....