



**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

1. Car Hiring Services &
2. Driver services for office cars  
at SIDBI, Head Office, Lucknow

निविदा सं. Tender No. 314/2020/1530/HO1/ADMIN

सीलबंद निविदा जमा करने की आखिरी तारीख- 03 जनवरी 2020, सायं 03.00 बजे तक  
Last Date of Submission of sealed tender January 03, 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।

This document is the property of Small Industries Development Bank of India (SIDBI). It may not be copied, distributed or recorded on any medium, electronic 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

1. 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 Car hiring Service Providers to provide hired car services & Driving services for office cars on daily basis / adhoc basis / monthly basis and as n when needed on weekends & holidays also.

### 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, 15 अशोक मार्ग, लखनऊ में "किराए पर कार देने" तथा "कार्यालय की कार के लिए ड्राइवर की सेवा" प्रदान करने के लिए "सेवा-प्रदाता" का चयन" <b>Selection of "Service Provider" for providing "Car Hiring Services" &amp; "Driver services for office cars" at SIDBI Tower, 15 Ashok Marg, Lucknow.</b>
3	प्रस्ताव आमंत्रण की तारीख Date of Issue of RfP	13 दिसम्बर, 2019 December 13, 2019

4	<p>निविदा दस्तावेज़ की प्राप्त करने का समय, तारीख व स्थान (निर्धारित पते पर आकर स्वयं लेना अथवा सिडबी की शासकीय साइट से डाउनलोड करना)</p> <p>Time, Date and Place of collection of Tender Document (collection in person from the given address or downloading from official site of SIDBI)</p>	<p>समय : पूर्वाह्न 10.30 से सायं 06.30 बजे तक Time: 10.30 am to 06.30 pm तारीख : 13.12.2019 से 02.01.2020 तक Date: From 13.12.2019 to 02.01.2020 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<sup>th</sup> Floor, SIDBI Tower, 15, Ashok Marg, Lucknow-226001 (On all working days)</p>
5	<p>निविदाकर्ताओं से बोली-पूर्व बैठक/ साइट दौरा Pre-Bid meeting with Tenderers</p>	<p>समय : पूर्वाह्न 11.30 से अपराह्न 03.00 बजे तक Time: from 11.30 am to 03.00 pm दिनांक : दिसम्बर 30, 2019 Date: December 30, 2019 स्थान : प्रशासन एवं परिसर उद्-भाग, सिडबी, प्रधान कार्यालय, 5वाँ तल, सिडबी टावर, 15 अशोक मार्ग, लखनऊ-226001 Place: Administration and Premises Vertical, SIDBI, Head Office, 5<sup>th</sup> Floor, SIDBI Tower, 15, Ashok Marg, Lucknow-226001</p>
6	<p>बोली-पूर्व बैठक / साइट दौरे के पश्चात निविदाकर्ताओं की पूछताछ के जवाब Replies to queries of bidders after site visit / pre-bid meeting</p>	<p>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.</p>
7	<p>बोलियाँ जमा करने की अंतिम तारीख Last date for submission of bids</p>	<p>03, जनवरी 2020 को सायं 03.00 बजे तक 03, January 2020 up to 03.00 pm</p>
8	<p>बोली जमा करने का पता Address for bid submission</p>	<p>महाप्रबंधक (प्रशासन एवं परिसर उद्-भाग) भारतीय लघु उद्योग विकास बैंक (सिडबी) प्रधान कार्यालय, सिडबी टावर, 15 अशोक मार्ग,</p>

		<p><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></p>
9	<p><b>बयाना जमा राशि (ईएमडी)</b> <b>Earnest Money Deposit (EMD)</b></p>	<p>₹19000/- (रुपये उन्नीस हजार 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 अंदर, एक अलग लिफाफे में रखकर करना होगा, जिस पर "सिडबी, प्रधान कार्यालय, 15, अशोक मार्ग, लखनऊ कार्यालय में किराए पर कार लेने की सेवाप्रदाता के चयन के लिए बयाना जमा राशि" लिखा हो।</p> <p><b>₹19,000/- (Rupees Nineteen thousand 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 finalizing Car hiring Service Agency &amp; Driving services Agency at SIDBI Tower, 15 Ashok Marg, Lucknow, and submitted in the envelope containing technical bid.</b></p>
10	<p><b>तकनीकी बोलियाँ खोलने की तारीख व समय</b> <b>Date &amp; Time for Opening of Technical Bids</b></p>	<p>जनवरी 03 2020 को सायं 03.30 बजे January 03, 2020 at 03.30 p.m.</p>
11	<p><b>वित्तीय / वाणिज्यिक बोलियाँ खोलने की तारीख व समय</b> <b>Date &amp; Time of opening of Financial / Commercial bids</b></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><b>बोली की वैधता</b> <b>Bid Validity</b></p>	<p>वित्तीय बोली खोले जाने की तारीख से 90 दिन तक।</p>

		90 days from the date of opening of financial bid.
13	<b>संविदा का समय/तारीख</b> <b>Time / Period of Contract</b>	<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।</p> <p>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	<b>सिडबी के पदाधिकारियों के संपर्क विवरण / Contact details of SIDBI officials</b>	दूरभाष सं. / Tele. No. - 0522 – 4259764, 4259761, 4261632
15	<b>सिडबी की वेबसाइट</b> <b>Website of SIDBI</b>	<a href="https://www.सिडबी.भारत">https://www.सिडबी.भारत</a> <a href="https://www.sidbi.in">https://www.sidbi.in</a>

**Introduction and Disclaimers**

The purpose of the RfP is to invite bids from reputed Bidders for Engagement of Agency for providing of Hired Car Services & 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 not would it be construed as any investigation or review carried out by Recipient. The Recipient unconditionally acknowledge 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 cease 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.

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### **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](http://www.sidbi.in)).
- 3.5. In order to allow prospective Service Providers reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 3.6. In case of any clarification required by SIDBI to assist in the examination, evaluation and comparison of bids, SIDBI may, at its discretion, ask the Service Provider for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted
- 3.7. It would be the responsibility of the Service Provider's representative (only one person per Service Provider) to be present at the venue of opening of Bids.
- 3.8. The envelopes should clearly indicate the Name and Address of the Service Provider. All pages of the bid are to be signed and numbered as Page .... (page) of .... (total pages) and the page numbers should be running across the complete bid document and not section wise.
- 3.9. The Service Provider shall bear all the costs associated with the preparation and submission of the bid and SIDBI will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- 3.10. Deviations, if any, to the terms of the RfP should be annexed separately to the Technical bid.
- 3.11. Bid Validity:

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



### 3.12. Modification And/or Withdrawal of Bids:

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

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

- 4.1. The tender methodology proposed to be adopted by SIDBI will be "TWO BID SYSTEM" i.e., Technical Bid and Financial Bid.
  - 4.2. Bid evaluation shall be done in two phases. In first phase only the 1<sup>st</sup> envelope containing Technical bid Annexure III will be opened on the date mentioned above. Representatives of the Service Providers may like to be present during this bid opening. Evaluation of Technical Bids shall be done with respect to terms and conditions defined in the tender. Based on the technical evaluation, Service Providers will be short listed for opening of the Financial Bids.
  - 4.3. In second phase, 2<sup>nd</sup> envelope containing Financial Bids (Annexure IV A & IV B) 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.
  - 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) FINANCIAL BID**.
  - 4.6. The Bank, on the request of the Service Providers may furnish the reasons for rejecting tender.
2. 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 December 13, 2019 to January 02, 2020.

## 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 Provier/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 Lucknow Head Office of Small industries Development Bank of India located at SIDBI Tower, 15, Ashok Marg, Lucknow-226001.

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 precribed address on or before the stipulated date and time.

2.2 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 Breeak up for Drivers in prescribed format [**Annexure IV (A) & Annexure IV (B)**].
- e. Duly filled in and signed Bank Mandate Form in prescribed format [**Annexure V**].
- f. Performance Security Form – Annexure VI
- g. Independent Internal Monitor – Annexure VII

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

- 3.1 The agency should be Lucknow based within 15 kms from SIDBI Lucknow Head Office and could be a sole proprietary concern, partnership firm or a company of repute and should be registered with Registrar of Firms / Companies, wherever applicable. It should be in existence for 5 years and duly registered with the Regional Transport Authority and appropriate Govt. authorities, as applicable.
- 3.2 The agency should have its own well-maintained fleet of vehicles - minimum 10 Nos. including luxury cars which should comprise of
  - i. AC small cars
  - ii. Medium 'C' segment AC cars
  - iii. Luxury cars
  - 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 The agency 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 lakhs 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 adequate cash to the driver while traveling to meet exigencies viz. toll tax, parking, outside duty etc.
- 3.7 The agency will be required to offer a minimum of 5 weeks credit limit.

- 3.9 The agency shall ensure that the drivers engaged shall have and carry always with them while on duty a valid commercial driving license and accident free minimum experience of 3 years in driving four wheelers / cars.
- 3.10 The agency shall ensure that the drivers engaged wear clean uniform, are well behaved, follow decent manners and refrain from consumption of gutka, alcoholic beverages or any other recreational drugs while on duty.
- 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. Priyadarshini rath [priyar@sidbi.in](mailto:priyar@sidbi.in) ; Ranjana Bhattacharjee [ranjana@Sidbi.in](mailto:ranjana@Sidbi.in) by December 20, 2019, (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 In case of hired cars, no escalation in rates will be permitted during the period of contract. Should there be an unprecedented rise in the price of fuel etc. during 2<sup>nd</sup> year of the contract and Bank decides to review the overall ceiling, the Service Provider can put in a request to the Bank for a reasonable increase in the rate for Bank's consideration in the 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 However, 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 (B)**.

- 5.3 No advance will be paid.
- 5.4 Applicable taxes will be deducted at source at the time of settlement of bills unless the Service Provider produces the certificate to the contrary from the Income Tax authorities. Certificate for tax deducted will be issued by the Bank.

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

- 6.1 Payment to service provider shall be made on monthly basis. Service provider shall raise the invoices for services provided during the month and submit the consolidated bills to Administration Vertical in the first week of every month. The Bank after scrutiny will release the payments within 7-10 working days from the date of bill submission under normal circumstances.
- 6.2 All the payments including refund of EMD will be made by SIDBI 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**.
- 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 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.
- 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.19,000/- (Rupees nineteen 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 **Lucknow**, 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 "Financial Bid" in the format indicated in **Annexure III & Annexure IV (A) & (B)**. 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 CAR HIRING SERVICES" & "DRIVER SERVICES" addressed to The General Manager, Administration and Premises Vertical, SIDBI, Head Office, 5<sup>th</sup> Floor, SIDBI Tower, 15, Ashok Marg, Lucknow-226001
- 8.2 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, 5<sup>th</sup> Floor, SIDBI Tower, 15, Ashok Marg, Lucknow-226001\_on or before 15:00 hours on 03.01. 2020.
- 8.3 The quotation (Technical Bid only) will be opened at 15:30 hours on 03.01.2020 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 Financial 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 1. car hire services & 2. Drivers services for office cars. 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**

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.

#### **14 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.

14.1.1 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.

- 14.2 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;
- 14.3 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.
- 14.4 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.
- 14.5 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 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 1. hired cars services & 2. 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.**

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

	banks / undertakings, MNCs and large private sector corporates in past two years. (Supporting documents may be attached)	
<b>12</b>	<b>Credentials:</b> Whether you have done any work for any office of SIDBI in the past. If yes, give details.	
<b>13</b>	<b>References :</b> (Names, addresses & telephone numbers of three clients may be provided for obtaining necessary confirmation regarding the standard of service, standard of cars and other relevant details.)	
<b>14</b>	Whether the agency has achieved annual sales turnover ₹50 lakh in any of the last three financial years i.e. FY 2017, 2018 and 2019 (Attach copy of P&L A/c of relevant year)	YES/NO .... Turnover for :- FY 2017 ₹ ..... lakh FY 2018 ₹ ..... lakh FY 2019 ₹ ..... lakh
<b>15</b>	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)	
<b>16</b>	Whether the agency is in a position to make available dedicated staff for servicing the need of the Bank.	
<b>17</b>	Highest single contract value and company name	
<b>18</b>	Whether the agency is prepared to provide the services on Sundays/Holidays besides normal working days also, if so required by the Bank	
<b>20</b>	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.	
<b>21</b>	Please indicate whether the agency is prepared to offer five weeks credit	
<b>22</b>	Whether you have been blacklisted by any Government or Private organization. Please give details.	
	<b>Other relevant information:</b>	
<b>23</b>	Are you related in any way with any staff member / Directors of Small Industries Development Bank of India (SIDBI)	

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

Sr. No.	Name of Person	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: ...../...../2019

Authorised Signatory:

Name:

Designation:

Phone:

Email id:

**Annexure – IV (A)**

**Format of Financial Bid**

**Hiring on daily basis**

(Amount in ₹)

<b><u>Particulars</u></b>	<b><u>AC Car (Swift Dzire Ethios or Equivalent car)</u></b>	<b><u>AC Innova or equivale nt Cars</u></b>	<b><u>Luxury Cars Honda City, maruti Ciaz or Equivalent cars)</u></b>	<b><u>Super Luxury Segment (Skoda, Altis and equivalent cars)</u></b>
8 hrs / 80 Kms				
4 hrs / 40 Kms				
Per Addl. Kms				
Per Addl. Hrs				
Outstation per Km				
Driver Allow. / day for Outstation duty				

**Annexure – IV (B)**

**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)**

<b>Particulars</b>	<b>Driver (skilled category)</b>
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/-	<b>583.10</b>
<b>Sub- Total (A)</b>	23214.92
<b>Service Charge quoted by agency</b>	
<b>Sub- Total (B)</b>	
<b>GST @%</b>	
<b>Sub- Total (C)</b>	
<b>Grand Total (A+B+C)</b>	

Note : GST will be paid as per applicable rates.

**Note:**

**For arriving at L1 agency, rates quoted for main segments viz. (i) 8 hrs / 80 Kms and (ii) 4 hrs / 40 Kms 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. (c) service charges for driving services.**

Organization :

Date:...../...../2019

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. 400/2019/1360/ BYO / Admin / SIDBI dated December  
23, 2019**

This is with reference to your above-mentioned tender for Selection of "Service Provider" for providing hired car service & 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: ...../...../2019

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	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No. (as appearing in the Cheque book)			
<p><b>(Code number appearing on the MICR cheque supplied by the bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b></p>			

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.

**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 ..... 2019 for providing Hired Car Services & 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 its 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 ₹...../-. (Rupees .....only) (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 3<sup>rd</sup> 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 .....

.....

.....

**Independent External Monitor (IEM):**  
**(To be executed on ₹100/- non-judicial stamp paper)**

a) Adoption of Integrity Pact & Independent External Monitoring:

As per the directives of the Central Vigilance commission (CVC), New Delhi, the SIDBI is bound to Implement a concept called Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors/ bidders (i.e. Contractors) and the buyer (i.e. SIDBI) committing the persons/ officials of both the parties not to exercise any corrupt influence on any aspect of the contract. The IP envisages a panel of Independent External Monitors, who would review independently and objectively, whether and to what extent parties have complied with their obligations under IP.

b) The Salient feature of the Pact is given as under:

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired quality of work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties also agree as follows:

c) Commitments of the BUYER

i. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

ii. The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such

information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

iii. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

iv. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

d) Commitments of BIDDERS

i. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

ii. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

iii. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

iv. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

v. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

vi. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

vii. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.

viii. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

ix. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

x. The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

xi. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

xii. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

xiii. if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

xiv. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

xv. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

e) Previous Transgression

i. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

ii. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

f) Earnest Money (Security Deposit)

i. While submitting commercial bid, the BIDDER shall deposit an amount ₹. 19,000/- (to be specified in RFP) as Earnest Money in the form of Bank Draft or a Pay Order in favour of SIDBI

ii. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

iii. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

g) Sanctions for Violations

i. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue

1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.



1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER

1.4. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

1.5. To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.

1.6. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

1.7. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.

1.8. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.

1.10. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

ii. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

iii. The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

i) Independent Monitors

i. The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

ii. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

iii. The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

iv. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

v. As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER

vi. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality

vii. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings

viii. The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

j) Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

k) Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

l) Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

m) Validity

i. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

ii. Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**All the contractors applying for this tender shall be governed by the above-mentioned provision of the Integrity Pact.**

For & on behalf of the SIDBI with seal  
with seal

For & on behalf of Contractor