



भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India

खानपान सेवा प्रदाता के चयन के लिए प्रस्ताव देने हेतु अनुरोध

Request for Proposal for Selection of Catering Service Provider

निविदा संख्या : 400/2020/1541/BYO/ADMIN दिनांक: 03/02/2020

Tender No. : 400/2020/1541/BYO/ADMIN दिनांक: 03/02/2020

भारतीय लघु उद्योग विकास बैंक

एमएसएमई विकास केन्द्र, सी-11, जी ब्लॉक

बान्द्रा-कुर्ला कॉम्प्लेक्स, बान्द्रा (पूर्व), मुम्बई - 400 051

**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
MSME Development Center, C-11, 'G' Block,
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051**

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (सिडबी) की सम्पत्ति है। इसका सिडबी से लिखित अनुमति प्राप्त किए बिना, प्रतिलिप्यंतरण, वितरण या इलेक्ट्रॉनिक या अन्य, किसी भी माध्यम में अभिलेखन नहीं किया जा सकता। इस दस्तावेज़ में दी गई सामग्री का उपयोग, यहां तक कि प्राधिकृत कार्मिकों/एजेंसियों द्वारा भी, यहां इसमें विनिर्दिष्ट प्रयोजन के अतिरिक्त अन्य प्रयोजनों के लिए उपयोग किया जाना, सर्वथा वर्जित है क्योंकि यह भी कॉपी राइट का उल्लंघन माना जाएगा तथा इस कारण 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.

Annexure - I**Invitation to Bid****1. Introduction and Requirement:**

SIDBI is an All India Financial Institution with a mandate of promotion, financing, development of Micro, Small and Medium Enterprises. It has its Head Office at Lucknow.

SIDBI invites offers from Catering Service Providers of repute and experience to provide catering services to its staff/officials/visitors in the Bank's Office Premises at C - 11, 'G' Block, Bandra - Kurla Complex, Bandra (East), Mumbai 400051. The Service Provider will be required to serve tea / coffee in the morning & evening (desk service) from the Vending machine installed at respective floors and lunch in dining areas on all working days and as & when required.

SIDBI will provide required space for re-heating & dispensing the food, floor pantries for Tea / coffee service, dining space, crockery/cutlery/glassware, pantry equipment and furniture in the dining areas. SIDBI will also provide water and electricity required for above service. While bidding, this may specifically be taken into account. The Service Provider will serve tea / coffee (other than vending machine, if required)/ lunch etc., at the contracted rate. Employees will make payment by meal voucher / meal card / cash or any such instrument as may be decided by the Bank. 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 food served and services rendered by appropriate authority of the Bank. If quality of food items served and /or services rendered are not found upto the mark the Bank has right to deduct reasonable amount from and out of payments payable to the service provider and the service provider should agree to this. Any such deduction will be effected by giving warning only once to improve upon the same and in second instance onwards the service provider will not be entitled to any warning.

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

2. Bidding Information:

प्रयोजन Purpose	खानपान सेवाएं प्रदान करने के लिए "सेवाप्रदाता" का चयन Selection of "Service Provider" for providing Catering Services
बयानाजमा राशि	Rs.60,000/-

<p>(ईएमडी) Earnest Money Deposit (EMD)</p>	<p>[तकनीकी बोली के साथ, किसी अनुसूचित वाणिज्यिक बैंक द्वारा/पर, सिडबी के पक्ष में मुम्बई पर आहरित डिमांड ड्राफ्ट (डीडी)/भुगतान आदेश (पीओ)/बैंक गारंटी (बीजी) के माध्यम से प्रस्तुत किया जाना है]Rs. 60,000/-[to be submitted in the form of Demand Draft(DD)/ Pay Order (PO) / Bank Guarantee (BG) drawn on / from any scheduled commercial bank in favour of SIDBI payable at Mumbai along with Technical Bid].</p>
<p>बोलियाँ प्रस्तुत करने की अंतिम तिथिLast Date of Submission of Bids.</p>	<p>24 फ़रवरी, 2020 15.00 बजे तक है February 24, 2020 by 1500 hrs</p>
<p>स्पष्टीकरण Clarifications.</p>	<p>इस संबंध में, यदि किसी भी स्पष्टीकरण की आवश्यकता हो तो कृपया 13 फ़रवरी, 2020 को 1200 बजे से पहले मेल आईडी- pais@sidbi.in तथा aamrit@sidbi.in पर ई-मेल के माध्यम से पूछें। Clarifications, if any, may be asked in writing through e-mail not later than February 13, 2020 by 1200 hrs on mail id. `pais@sidbi.in & aamrit@sidbi.</p>
<p>बोली वैधता Bid Validity</p>	<p>बोलियाँ प्रस्तुत की दिनांक से 03 महीनों, अर्थात् 24 मई, 2020 तक। 03 months from the date of submission of bids. i.e. till May 24, 2020</p>
<p>बोलियाँ प्रस्तुत करने के लिए पता Address for submission of Bids</p>	<p>उप महाप्रबन्धक प्रशासन तथा परिसर उद्-भाग, सिडबी, स्वावलंबन भवन प्लॉट नं.सी-11, जी ब्लॉक, बान्द्रा-कुर्ला कॉम्प्लैक्स, बान्द्रा (पूर्व) मुम्बई- 400 051 THE DEPUTY GENERAL MANAGER ADMINISTRATION & PREMISES VERTICAL, SIDBI, SWAVALAMBAN BHAWAN PLOT No.C-11, 'G' BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI - 400 051</p>
<p>लिफ़ाफ़ों की संख्या</p>	<p>02 (दो), विंडो-रहित मुहरबंद लिफ़ाफ़े :</p>

<p>(विंडो-रहित, मुहरबंद)</p> <p>No. Of Envelopes (Non window, sealed</p>	<p>लिफाफा क्र.1:</p> <p>(जिस पर "खानपान सेवाओं के लिए प्रस्ताव - निविदा सं. 400/2020/1541/BYO/ADMIN दिनांक: 03/02/2020 है - तकनीकी बोली" लिखा हुआ हो), इसमें निम्न दस्तावेज़ भेजे जाएं-</p> <ol style="list-style-type: none">1. अग्रपत्र - अनुलग्नक V में दिए गए प्ररूप के अनुसार2. बयाना जमा राशि (ईएमडी) 60,000/- के लिए डिमांड ड्राफ्ट/भुगतान आदेश/बैंक गारंटी (अनुसूचित वाणिज्यिक बैंक पर/द्वारा जारी)3. तकनीकी बोली- अनुलग्नक- III में दिए गए प्ररूप के अनुसार4. बैंक अधिदेश प्रपत्र- अनुलग्नक- VI में दिए गए प्ररूप के अनुसार5. पूर्व अनुबंध अखंडता समझौता अनुलग्नक- VIII <p>लिफाफा क्र. 2 :</p> <p>(अनुलग्नक-IV में दिए अनुसार मूल्य बोली, इस लिफाफे पर "खानपान सेवाओं के लिए प्रस्ताव - निविदा सं. 400/2020/1541/BYO/ADMIN दिनांक: 03/02/2020 है- मूल्य बोली" लिखा हुआ हो) 02 (Two), Non-window sealed with:</p> <p>1st. Envelope:</p> <p>prescribing "OFFER FOR CATERING SERVICES tender No. 400/2020/1541/BYO/ADMIN दिनांक: 03/02/2020 -Technical Bid") containing:</p> <ol style="list-style-type: none">1. Forwarding letter as per format given in Annexure V.2. Demand Draft/ Pay Order/Bank Guarantee towards Earnest Money Deposit (EMD) for Rs.60,000/- [on/from scheduled commercial bank]3. Technical Bid details as per format given in Annexure III.
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		<p>4. Bank Mandate Form as per format given in Annexure VI. 5.Pre Contract Integrity pact Annexure VIII 2ndEnvelope: Describing "OFFER FOR CATERING SERVICES Tender No. 400/2020/1541/BYO/ADMIN दिनांक: 03/02/2020 - Price Bid ") containing price bid as per format given in Annexure IV.</p>	
तकनीकी बोलियां खोलने की दिनांक व समय Date of opening of Technical Bids		<p>25 फ़रवरी, 2020 को 15:15 बजे है February 25, 2020 at 1515 hrs.</p>	
मूल्य बोलियां खोलने की दिनांक व समय Date and time of opening of Price Bids		<p>मूल्य बोलियां, बाद म एक तिथि को खोली जाएंगी, जिसकी सूचना केवल छॉटे गए सेवाप्रदाताओं को भेजी जाएगी।Price bids would be opened at a later date which would be notified only to the short listed Service Providers.</p>	
सम्पर्क सूत्र विवरण Contact Details		<p>सिडबी, स्वावलंबन भवन प्लॉट नं. सी-11, जी ब्लॉक, बान्द्रा-कुर्ला कॉम्प्लैक्स बान्द्रा (पूर्व), मुम्बई – 400 051 SIDBI, Swavalamban Bhawan, Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra(East), Mumbai - 400 051.</p>	
नाम (श्री/सुश्री) Name (S/Sh.)	पदनाम Designation	नाम (श्री/सुश्री) Phone	पदनाम E-mail
सुरेश पै Suresh S Pai	उप महाप्रबन्धक (पीआर & प्रोटोकॉल)DGM(P R & Protocal)	67531153	pais@sidbi.in
Amrit Anand	सहायक प्रबन्धक (आतिथ्य-संस्कार)AM (Hospitality)	67531134	aamrit@sidbi.in

3. INSTRUCTION TO SERVICE PROVIDERS

- 3.1. Service Providers are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 3.2. Any clarification to be sought by the Service Providers should be done on or before the stipulated date.
- 3.3. At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 3.4. Amendment, if any, shall be hosted on SIDBI Website (www.sidbi.in).
- 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.

3.13. **CORRUPT PRACTICES:** Any bribe, commission, or advantage offered or promised by or on behalf of the service provider to any officer or official of the Bank shall (in addition to any criminal liability which the service provider may incur) debar his/its BID from being considered. Canvassing on the part of, or on behalf of, the service provider will also make his/its BID liable for rejection.

3.14. In case of any indication of cartelization, the Bank shall reject the BID(s), and forfeit the EMD.

3.15. If the information given by the service provider in the BID Document and its Annexures & Appendices are found to be false /incorrect at any stage, the Bank shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights & remedies that the Bank may have under the Contract and any other law.

3.16 If the dates fixed for particular activity like opening of BIDs is subsequently declared a holiday, the activity like opening of BIDs will be done/opened on the next working day following the holiday but there will be no change in the time for the activity/opening as indicated above.

3.17. The person signing the BID, or any documents forming part of the BID, on behalf of another, or on behalf of a Firm (Proprietorship/Partnership/LLP) shall be responsible to produce a proper Power of Attorney duly executed in his favour, or other authorization stating that he has authority to bind such other person, or the Firm, as the case may be, in all matters, pertaining to the Contract. If the person so signing the BID fails to produce the said Power of Attorney, his BID shall be summarily rejected without prejudice to any other rights & remedies of the Bank under the Contract & other Laws. The entire BID document must also be signed on each page by the bidder or his /its authorized person.

TENDER METHODOLOGY, BID EVALUATION & AWARD OF CONTRACT:

- 4.1. The tender methodology proposed to be adopted by SIDBI will be "TWO BID SYSTEM" i.e., Technical Bid and Price Bid.

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

Annexure II

Terms and Conditions

1. DEFINITIONS:

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

- 1.1. The "Bank " means Small Industries Development Bank Of India (SIDBI);
- 1.2. The "Service Provier" means the individual or firm or company supplying or intending to supply the Food and 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 & service of food & any other incidental service related to catering.
- 1.6. "TCC" means the Terms and Conditions of Contract contained in this section;
- 1.7. The "Site" means the Mumbai Office of Small industries Development Bank of India located at Swavalamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051.
- 1.8. The relationship between Service Provider and the Bank shall be of Vendor & Vendee and the catering services (supply of food) shall be on sale and purchase basis.

2. RESPONSIVE BIDS: Bids conforming to the following essential requirements shall be considered as responsive:

2.1. Bids submitted at the prescribed address on or before the stipulated date and time.

2.2. Bids accompanied with following documents:

2.2.1. Forwarding letter

2.2.2. DD/ PO/BG towards the EMD as required.

2.2.3. Duly filled in and signed Technical Bid in prescribed format
[**Annexure III**].

2.2.4. Duly filled in and signed Price Bid in prescribed format
[**Annexure IV**].

2.2.5. Duly filled in and signed Bank Mandate Form in prescribed
format [**Annexure VI**]

3. MINIMUM ELIGIBILITY CRITERIA / TECHNICAL BID:

- 3.1. The Service Provider should be located within Mumbai and having their base kitchen within 15 km radius of Bandra Kurla Complex, Bandra(E) Mumbai.
- 3.2. The Service Provider should be a sole proprietary concern, partnership firm or a company and should be in existence for at least 5 years. Preference will be given to Service Provider having necessary experience in providing catering services to reputed organizations like All India Financial Institutions, public sector banks / undertakings, MNCs and large private sector companies and who are catering to more than 300 persons daily.
- 3.3. The Service Provider should have achieved annual sales turnover of Rs. 1.0 Crores in last three financial years *i.e.*, 2016-17, 2017-18 and 2018-19, as per the audited financial results.
- 3.4. The Caterers Should have done at least during the past three(03) years:
Three Institutional Catering works of value not less than Rs 40.00 Lakh, or
Two Institutional Catering works of value not less than Rs 50.00 Lakh,
or
One Institutional Catering work of value not less than Rs 80.00 Lakh
- 3.5. The Service Provider should be making profit during these last three years as per the audited financial results.
- 3.6. The Service Provider should have licence / permit / approval etc. from the concerned statutory authority or any other authority concerned for carrying out this type of work. They must also have necessary license to engage labour under the Labour laws. They have to produce, on demand the relevant documents.
- 3.7. The Service Provider should have personnel with relevant experience preferably with professional qualification (*viz.* degree / diploma in catering technology / Hotel Management etc.) at the supervisory level.
- 3.8. The Service Provider should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies during last 5 years.

- 3.9. Before award or during scrutiny of candidature , Committee of officials shall visit the base kitchen & site of the caterer for satisfaction.

4. SCOPE OF WORK:

FOLLOWING would be the scope of work under the contract.

- 4.1. SIDBI requires the Service Provider to provide all kinds of catering services to the Officers/official visitors and Staff at the Mumbai Office, Bandra – Kurla Complex. The required services include Morning & Evening Tea / coffee (served on respective workstations from office installed vending machines) and Lunch services to the staff and officers of the Bank.
- 4.2. For this purpose the Bank will provide required space for Pantry / dining and crockery / cutlery / equipment for re-heating and furniture in the dining areas, **free of cost.**
- 4.3. The Service Provider will source gas, food ingredients, service staff, labour etc. at their own cost, prepare the food items in their base kitchen, transport the same in closed van, hygienically packed, re-heat before serving and serve the same in designated dining areas / cabins in a hygienic manner,
- 4.4. The Service Provider will be responsible for removal of the garbage and keep the assigned premises clean.
- 4.5. A sample Lunch Menu is given in this RFP. Weekly Menu will be submitted by the Service Provider to the Bank's Officer in-charge of Catering Services for approval. The approved menu will be served in the Bank's Executive Dining Room (EDR) & Lounge. The Base rates fixed by the Bank for various services are as under :-

Sr No	Services	Base Rate (for 1 st year)	Base Rate (for 2 nd year)	Timings
1	Tea / Coffee (served in morning and evening on individual work-stations / cabins).	Not applicable (to be served from Vending machine)	Not applicable (to be served from Vending machine)	Morning 10:30 to 11:15 am Evening 03.15 to 03.45 pm
2	Regular Lunch (Buffet)	Rs.100.00 per meal	Rs.100.00 per meal	between 12.30 pm & 02.30 pm
3	Combo Lunch (Buffet)	Rs.75.00 per meal	Rs.75.00 per meal	between 12.30 pm & 02.30 pm

4	Fruit Lunch (soup, fruits, boiled veg & sweet dish).	Rs.75.00 per meal	Rs. 75.00 per meal	between 12.30 pm & 02.30 pm
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- 4.6 The Bank regularly holds various meetings / conferences / seminars etc. in the Bank's premises. The attendees are national & international dignitaries of high stature. Hence, the meals served on these occasions shall meet the requisite standard. The menu for these services will be discussed with the successful Service Provider as per the requirement.
- 4.7 Moreover staff members may like to have morning & evening snacks on regular basis.
- 4.8 The rate for serving Special Lunch / Hi-Tea / Dinner on various occasions as also morning and evening snacks (if so required) shall be negotiated with the successful Service Provider and rate will be fixed separately.
- 4.9 The Service Provider will serve lunch at the contracted rate. Employees will make payment by meal voucher / meal card / cash or any such other manner, as may be decided, directly to the caterer.

4.10. Infrastructure and facilities to be provided by the Bank

- 4.10.1 Main pantry along with re-heating equipment.
- 4.10.2 Dining area with tables, chairs and counters.
- 4.10.3 Electricity connections/points for Electrical Equipment/ Infrastructure, Fridge, Ovens, Gas Stove, Electric Heater, Water Purifier, etc.

4.11 Crockery/Cutlery/Glassware

- 4.11.1 The crockery / cutlery / glassware, etc. for dining areas will be provided by the Bank. Breakage beyond permitted level at 20% per annum of the cost of such items would be recoverable from the Service Provider.
- 4.11.2 It shall be the duty of the Service Provider to properly handle various gadgets and utensils, etc. provided by the Bank.
- 4.11.3 Service Provider will have to submit a quarterly statement to SIDBI indicating the position of various item handed over to them to ensure sufficient amount of crockery/cutlery /Glassware are in circulation for efficient service.
- 4.11.4 SIDBI will ordinarily take care of normal Wear and tear maintenance of equipment, In case of willful damage or damage through negligent approach the same will be recovered from service provider either from monthly Bills or from Security deposit of the Caterer.

4.12. Kitchen - Cleanliness & Hygiene

- 4.12.1 The Service Provider shall ensure that the food is cooked in their base kitchen mentioned in the tender document. Highest

standard of hygiene is to be maintained. The cleanliness and maintenance of the utensils used for cooking is to be strictly ensured. The Bank shall have the right to visit & inspect the base kitchen without prior information to the Service Provider. Any lapses with regard to cleanliness, hygiene & quality of raw material used for cooking & food shall attract penalty solely at the discretion of the Bank.

4.12.2 In office pantry, proper maintenance of fridge, water cooler and other gadgets shall be the responsibility of Service Provider.

4.12.3 The Service Provider will have to bear the cost of cleaning materials and will ensure use of quality cleaning materials.

4.13. Catering Staff

4.13.1 The Service Provider shall obtain all the requisite licenses including under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970 and any rules framed hereunder and under other applicable laws issued by the concerned Labour Department etc for running the establishment.

4.13.2 The Bank shall not be responsible in any way for any breach by the Service Provider of the rules and regulations governing the running of such establishments.

4.13.3 The Service Provider shall not engage minors for catering service.

4.13.4 The Service Provider shall maintain the Register/Challan copies as under:

4.13.4.1. Under Contract Labour (Regulation and Abolition) Act, 1970

- a) Attendance Register
- b) Wage Register
- c) Over-time Register
- d) Advance Register
- e) Register of Deduction for Damage & Loss
- f) Register of Fine
- g) Accident Register

4.13.4.2. Under PF/ESIC/MLWF Act

- a) Photo copies of PF/ESIC Monthly Challans (from the beginning of the contract)
- b) MLWF Challans (from the beginning of the contract)
- c) Agreement copy with the Bank

4.13.4.3. Under Minimum Wages Act, 1948

- a) Central Minimum wages to all employees of the agency/ contractor as prescribed by applicable laws.

4.13.5 The Service Provider shall indemnify and keep indemnified, defend and hold good SIDBI, its officers, directors, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Service Provider or their services personnel on account of misconduct,

omission and negligence by the Service Provider or his service personnel.

- 4.13.6 The Service Provider shall maintain and provide all necessary documentation, registers and records in connection with the performance of catering services and other related documents including for complying with any statutory requirements and provisions of applicable laws.
- 4.13.7 The Service Provider shall take all precautionary measures to ensure the safety of the workmen employed by it and SIDBI will not be responsible in case of any eventuality.
- 4.13.8 In the case of any labour problems related to the workmen staff of the Service Provider deployed in SIDBI premises, the same shall be settled at the Service Provider's end only. The "Service Provider" shall indemnify SIDBI suitably. It shall be the duty of the Service Provider to clearly inform his own personnel / staff that they shall have no claim whatsoever against SIDBI and they shall not raise any industrial dispute, either directly and / or indirectly, with or against SIDBI in respect of any of their service conditions or otherwise.
- 4.13.9 The Service Provider shall abide by Central Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, etc., and shall indemnify SIDBI against and damages arising out of the default on the part of Service Provider due to negligence or non-compliance of any of the aforesaid rules, regulations, etc., laid down by the Government, Statutory authorities Regulations and other Government bodies, if any, from time to time.
- 4.13.10 The Service Provider shall organize medical examination of all the staff before initial deployment which will be repeated on yearly basis. Any person found to be medically unfit or unsuitable shall have to be removed by the Service Provider from the services and suitable replacement shall have to be arranged forthwith.
- 4.13.11 The Service Provider shall arrange to issue Identity Cards to all his staff, through Security Desk of SIDBI, which has to be produced for inspection as and when required by SIDBI and/or suitably displayed.
- 4.13.12 The Service Provider shall provide the proof of background check of its staff deputed for catering service at the site of the Bank.
- 4.13.13 The Service Provider shall ensure:
- That all instructions, guidelines and specifications issued to the Service Provider by SIDBI are clearly and effectively communicated by the Service Provider to its employees and personnel;

- That all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Service Provider so that reputation of SIDBI is not damaged.
- That no action taken by the Service Provider and / or its employees and /or personnel shall violate laws and regulations.

4.13.14 The staff shall be properly dressed in neat and tidy uniform. They shall be courteous, well mannered and attentive. They should be conversant with the tenets of the trade. One site Manager and one supervisor with decision taking capability as well as authority along with adequate service staff should be present in the dining areas during the service hours on working days as also on weekends / public holidays if services are required during such days.

4.13.15 The Service Provider will ensure supply of quality items of food / sweets etc. In case of unsatisfactory/unhygienic quality of food item(s) or lapses in service or any breakage, / shortage, deductions will be made as penalty which will be solely decided by the Bank. The kitchen will be under the constant supervision of the Bank and any lapse will be taken seriously.

4.14. Upkeep and Maintenance of pantry / dining areas

4.14.1 The Service Provider has to ensure that every day after operations, the pantry / dining halls / chafing dishes/Equipments and all the crockery and cutlery are cleaned and kept in order before closing for the day.

4.14.2 The Service Provider has to ensure proper disposal of waste and ensure that the outlets / ducts provided in the kitchen are not blocked / damaged etc.

4.14.3 In case of dispute regarding the quality of food / other eatables / unsatisfactory service etc., the final authority will rest with The Officer of the Bank in-charge of Catering Operations and the same will be binding on the Service Provider.

4.14.4 The Service Provider shall not use kerosene oil for any purpose in the Bank's premises under any circumstances.

4.14.5 The contract shall not be construed to have given employment to the Service Provider in the Bank nor any right to the Service Provider on Bank's property. On completion of the contract or whenever the Bank decides the Service Provider and his staff will immediately vacate the premises and handover all the dead stock items that were given by the Bank. The Service Provider is only allowed to use the Bank's premises for the limited purposes of re-heating and serving of food stuff to the employees/officers, etc of the Bank.

4.15 Services for 2nd floor Executive Dining Room(EDR)

(for staff members who opt for Lunch facility)

- 4.15.1. Regular Lunch (Buffet) service as per sample Menu indicated at sr. no. 6 below.
- 4.15.2. Rates quoted for Regular Lunch (Buffet) will be inclusive of following services:
- 4.15.3. Day to day cleaning of EDR.
- 4.15.4. Lay-out of tables and other mise-en-place to keep EDR in readiness for lunch / snacks service.
- 4.15.5. Food service by professional staff who are trained to carry-out all types of food services including silver service.
- 4.15.6. General upkeep and maintenance of floor pantry on every floors including machinery and equipment installed by the Bank.

4.16. Services for Ist floor Lounge

(for staff members who opt for Lunch facility)

- 4.16.1. Lunch service in Lounge (Menu indicated sr. no. 6 below)
- 4.16.2. Rates quoted will be inclusive of following services:-
- 4.16.3. Day to day cleaning of first floor lounges.
- 4.16.4. Lay-out of tables and other mise-en-place to keep lounge in readiness for service.
- 4.16.5. General upkeep and maintenance of Lounge.
- 4.16.6. Food service by professional staff.
- 4.16.7. Management of coupon collection system, display of weekly menu,

4.17. Tea / Coffee

Tea/Coffee will be served 2 times in a day on the desks/in cabins from the Vending machine.

Tea/Coffee Service Timing will be as below:

S.No	Place of Service	Timings
1	Desk Service on all floors	Morning 10:15 am to 10:45 am
2	Desk Service on all floors	Evening 03.15 pm to 03.45 pm

Trays will be used for the service of Tea/Coffee for Officers in the rank of Chief General Manager (CGM) and above or as per practice decided by Bank in this regard. For others, i.e., GMs and below, tea/ coffee will be served on their desk/ cabin.

4.18 Additional catering arrangements required in the Office

- a) Tea/coffee(Other than Vending Machine)/other refreshment services and guest lunch arrangements.
- b) Special catering arrangements for lunch/Dinner(In case) and other refreshments for various meetings/conferences/other Bank functions held in the Office premises.

c) Service provider need to maintain MRP Counter at 1st floor lounge for readily serving MRP items. These may include sandwich, Wafers, Biscuit, Farsan, Juices, Ice-cream etc.

5. Service Staff requirement for Tea / Coffee service on floors / various meetings on daily basis & Charges thereof (Minimum Service staff Requirement shall be 08 Personnel

5.1. Minimum staff requirement shall be 08 service boys (Each From 2nd floor to 08th floor), and One(01) additional for Meetings/Conferences and For EDR Service – Total 08 staff (including EDR)

5.2. Some staff members may not opt for the Lounge facility and carry their own lunch. They will require services like crockery, cutlery, water service and will use the lounge space for taking food. These services should be provided to them during lunch hours.

5.3. Service agency may quote Charges for 08 (Eight) Service Personnel (Central Minimum Wages of 08 service personnel + agency service charges, if any).

6. Sample Lunch Menu

All the food items should be made of reputed branded raw material such as Aashirwad , Nature fresh or similar for wheat flour/ India Gate, Charminar, Fortune or similar for Basmati Rice/ MDH, Everest, Catch or similar for Spices/ Sunflower ,Fortune or similar for Oil/ Tata Shakti, Rajdhani or similar for Pulses/ Amul, Mother dairy or similar for Paneer and served in hygienic manner.

Regular Lunch (Buffet) (Minimum Base rate for this service is Rs100.00 per meal for 1 st year)	Combo Lunch (Buffet)(Minimum Base rate for this service is Rs 75.00 per meal for 1 st year)	Fruit Lunch (The Base rate for this service is Rs 75.00 per meal for 1 st year)
Soup with bread rolls	Soup with bread rolls	To balance the nutritional intake, fixed portion of (i) Soup or butter milk (ii) fruits (iii) boiled veg (iv) sweet Dish & standard accompaniments shall be part of the Fruit Lunch#
Special Veg. viz., Paneer/ Mushroom/ Kofta etc. (semi gravy) #		
Sauté Vegetable or Boiled Veg or Tossed Veg (Veg such as Babycorn, capers, broccoli, Green peas etc)#	Veg Biryani or Veg Pulao or Fried Rice or Mix Khichdi or Chole Bhature or Stuffed Paratha or Kulcha etc etc.	
Dry Vegetable(Seasonal)		
Roti / Chapati / Paratha	Curd/Raita/Butter Milk#, Salad, Achar, Papad#	
Pulao Rice		
Dal / Choley / Rajma etc.	Cut Fruits OR Dessert #	
Curd/Raita/Butter Milk #, Salad, Achar, Papad		

Cut Fruits & Dessert #	
------------------------	--

Fixed Standard Portions

Menu for VVIP lunch will be decided by the Bank, the rates of which will be discussed with the caterers item-wise.

7. Venue

The Catering service shall be provided normally in the Lounge on 1st floor and Executive Dining Room (EDR) on the 2nd floor of the Office building at Swavalamban Bhawan C -11, "G" Block, Bandra - Kurla Complex, Bandra (East), Mumbai 400051 or at any other place as approved by the Bank within Bank's premises.

8. Pre-bid Clarifications

- 8.1. The intending Service Providers will have to send their queries by email to mail id (pais@sidbi.in) & aamrit@sidbi.in and necessarily visit in person to SIDBI BKC Office premises for pre bid meeting to be held on February 13, 2020 at 3.30 Pm. All queries will be clarified in the Pre-bid meeting on same day. No request for change in date of pre-bid meeting will be entertained. No fresh queries will be entertained after pre - bid meeting.
- 8.2. The interested Service Providers are advised to necessarily inspect the site/nature of service required and satisfy themselves before submitting their bids. However, no such visits will be allowed after the pre – bid meeting date. A Service Provider shall be deemed to have full knowledge of the site/ nature of services to be provided, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

9. Rates

- 9.1. No escalation in rates will be permitted during the contract period beyond the quoted rates.
- 9.2. No advance will be paid.
- 9.3. 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.
- 9.4. Prices quoted by the Service Providers should include all applicable taxes, duties, levies and transportation costs etc for the services where payment is made through meal vouchers. However, Taxes as applicable, for catering services for which invoice is raised on the Bank, shall be paid by the Bank.

10. TERMS OF PAYMENT:

The payment terms of the Bank are as under:

- 10.1. 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 (bills for food & services provided in

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

- 10.2. All the payments including refund of EMD will be made by SIDBI Mumbai office, electronically through RTGS/ NEFT. All the Service Providers should submit duly filled-in & signed [by authorized signatory and Service Provider's banker] **Bank Mandate Form** as per format prescribed in **Annexure – VI**.
- 10.3. 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.
- 10.4. The Service Provider must accept the payment terms proposed by the Bank. The price bid submitted by the Service Provider must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Service Provider, in case of delays or defaults on the part of the Service Provider. Such withholding of payment shall not amount to a default on the part of the Bank.
- 10.5. TDS, if any, will be deducted while releasing the payment.

11. EARNEST MONEY DEPOSIT (EMD):

- 11.1. The Service Provider submitting the bids will have to deposit EMD of Rs. 60,000,- (Rupees Sixty thousand only) by way of DD/PO/BG drawn from a scheduled commercial bank in favour of 'Small Industries Development Bank of India', payable at Mumbai, along with the Technical Bid.
- 11.2. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 11.3. The Service Provider selected through the tendering process may be required to give Security deposit of Rs.2,00,000/- (Rupees Two Lakh Only) in the form of a performance bank guarantee / DD/PO drawn or from a scheduled commercial bank in favour of Small Industries Development Bank of India payable at Mumbai refundable on expiry of contract after adjustment of any dues receivable from the Service Provider.
- 11.4. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. 2.5.1 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other

- body specified by Ministry of Micro, Small and Medium Enterprises(MSMEs).
- 11.5. Such MSEs would be entitled for exemption from furnishing tender fee/earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- 11.6. The unsuccessful Service Providers will be returned the E.M.D. within 15 days from the date of final decision of Bank regarding the contract except on account of exigencies beyond Bank's control.
- 11.7. The EMD may be forfeited:
- 11.7.1. If a Service Provider withdraws its bids during the period of bid validity.
- 11.7.2. If 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.
- 11.7.3. In case of successful Service Provider, if the Service Provider fails to accept the order/ sign the contract within the stipulated time or fails to furnish performance guarantee.

12. Quotation and Process of Selection:

- 12.1. Interested Service Providers will be required to submit their offer in 2 bids viz., "Technical bid" and "Price bid" in the format indicated in **Annexure III & Annexure IV**. Both the bids will be required to be put in separate sealed covers with superscription "Technical Bid" and "Price Bid" which will again be put in another sealed cover with superscription "OFFER FOR CATERING SERVICES" addressed to The Deputy General Manager, Administration and Premises Vertical, Small Industries Development Bank of India (SIDBI), Swavalamban Bhawan, C- 11, 'G' Block, Bandra - Kurla Complex, Bandra (East), Mumbai 400051.
- 12.2. The cover will be required to be handed over to Shri S S Pai (DGM PR & Protocol) or Shri Amrit Anand (AM Hospitality), second Floor, Small Industries Development Bank of India (SIDBI), Swavalamban Bhawan, C- 11, 'G' Block, Bandra - Kurla Complex, Bandra (East), Mumbai 400051 on or before **15:00 hours on 25.02.2020**. The quotation (Technical Bid only) will be opened at **15:15 hours on 25.02.2020** in the presence of the Service Providers, who wish to remain present.
- 12.3. 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.
- 12.4. A Committee of officials of the Bank will be visiting the locations where the Service Provider is providing its services and operating its

base kitchen to evaluate its capability and verify the claims stated in the technical bid document. The Service Providers who satisfy the criteria will only be considered for further tendering process and their price bid will be opened.

- 12.5. On opening of the Price Bid of 'successful Service Providers in technical scrutiny' the service provider who has quoted the lowest price shall be considered eligible for providing catering services in SIDBI, BKC.

13. 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. Notice in writing may be given to the service provider at the notified address. The service provider shall not be entitled to any compensation by reason of such termination. The action of the Bank under this clause shall be final, conclusive and binding on the service provider.

14. Agreement

The successful Service Provider has to enter into an agreement with SIDBI for providing the catering services on sale – purchase basis. Format of agreement will be provided by SIDBI, to the successful Service Provider.

15. USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 15.1. 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.
- 15.2. 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.

16. SUBCONTRACTS:

- 16.1. 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.

17. APPLICABLE LAWS:

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

18. FORCE MAJEURE:

- 18.1. If the performance as specified herein is prevented, restricted, delayed or interfered by reason of Acts of God including fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations, shutdowns 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. Strikes by service provider's workers on account of any dispute between the service provider and his/its workers as to wages or otherwise will not be deemed to be a reason beyond the service provider's control and the service provider shall be responsible for any loss or damage which the Bank may suffer on this account .
- 18.2. If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of likelihood or actual existence /occurrence of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall

seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. RESOLUTION OF DISPUTES:

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

Any dispute between the Service Provider and the Bank, which cannot be settled by negotiation may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment

thereof. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final and binding. The Service Provider shall not be entitled to suspend the provision of the catering services, pending resolution of any disputes and shall continue to render the catering services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Service Provider and the Bank or the subsistence of any arbitration or other proceedings.

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

Annexure-III

सिडबी, मुंबई में खानपान व्यवस्थाओं के लिए आवेदन
APPLICATION FOR CATERING ARRANGEMENTS AT SIDBI MUMBAI

प्रेषक /From:

To:

उप महा प्रबंधक / The Deputy General Manager

भारतीय लघु उद्योग विकास बैंक /Small Industries Development Bank Of India
प्रशासन एवं परिसर उद्-भाग **Administration & Premises Vertical**

सी -11,'जी'-ब्लॉक /C-11, 'G' Block

बांद्रा कुर्ला कॉम्प्लेक्स / Bandra Kurla Complex

बांद्रा(पूर्व) /Bandra (East)

मुंबई /Mumbai - 400 051

क्रम सं. Sl. No.	विवरण / Particulars	खान-पान सेवा प्रदाता द्वारा भरे जाने वाले विवरण(कृपयासमर्थन मे दस्तावेज संलग्न करे) Details to be filled in by the Catering Service Provider(Please attach supporting Documents)
1	सेवाप्रदाता का नाम Name of the Service Provider	
2	सेवाप्रदाता का पंजीकृत कार्यालय /व्यवसायिक पता Regd. Office/Business address of the Service Provider	
3	बेस रसोई का पता Address of Base Kitchen	
4	निगमीकरण / गठन की तिथि Date of Incorporation /Constitution	
5	सेवाप्रदाता का पैन / टैन सं. PAN/TAN Nos. of the Service Provider	
6	जीएसटी कर का पंजीकरण सं. GST Registration No.	

क्रम सं. Sl. No.	विवरण / Particulars	खान-पान सेवा प्रदाता द्वारा भरे जाने वाले विवरण(कृपयासमर्थन मे दस्तावेज संलग्न करे) Details to be filled in by the Catering Service Provider(Please attach supporting Documents)
7	क्या फर्म / कंपनियों के रजिस्ट्रार/ स्वास्थ्य विभाग/ श्रम विभाग/वैधानिक निकाय के पास पंजीकृत हैं। पंजीकरण की तिथि (पंजीकरण की प्रति संलग्न करें) Whether registered with Registrar of Firms/ Companies/Health Dept/Labour Dept/statutory bodies ? Date of Registration (Attach copy of registration thereof)	
8	जीएसटी पंजीकरण/GST Registration	
12	(क)पिछले तीन वित्त वर्षों में (वर्षवार) कुल बिक्री कृपया सनदी लेखाकार द्वारा प्रमाणित लेखापरीक्षित तुलनपत्र और लाभ एवं हानि विवरणी की प्रति संलग्न करें। (ख) उपर्युक्त वित्त वर्षों के लिए लाभ (a)Turnover in the last 3 financial years. (year-wise). Please attach a copy of CA certified audited Balance Sheet and P & L Statement. (b)Profit for the above financial years	2016-2017 2017-2018 2018 -2019
14	** खानपान सेवाएँ प्रदान करने से संबंधित अनुभव के वर्ष Years of experience in providing catering services.	
19	Rs.60,000/- (साठ हज़ार रुपए केवल) के बयाना जमा राशि के प्रति भुगतान का विवरण Rs. 60,000/- (साठ हज़ार रुपए केवल)के दिनांक.....काबैंक पर आहरित ड्राफ्ट सं. / भुगतान आदेश सं. । बैंक गारंटी के मामले में उसका विवरण	

क्रम सं. Sl. No.	विवरण / Particulars	खान-पान सेवा प्रदाता द्वारा भरे जाने वाले विवरण(कृपयासमर्थन मे दस्तावेज संलग्न करे) Details to be filled in by the Catering Service Provider(Please attach supporting Documents)
	Particulars of Payment towards EMD of Rs. 60,000/- (Rupees Sixty thousand only) Draft No. / Pay Order No. Dated drawn on Bank for R.s 60,000/- (Rupees Sixty thousand Only). In case of Bank Guarantee, the details thereof.	

घोषणा / DECLARATION

1. मेरे ज्ञान में उपर्युक्त जानकारी सत्य है और यदि कोई जानकारी असत्य और झूठी पाई जाती है, तो निविदा प्रक्रिया /दी जा रही संविदा से मुझे बाहर कर दिया जाए।

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. मैं/ हम बैंक द्वारा निर्धारित शर्तों के अनुपालन के लिए सहमत हैं।

I/We agree to abide by the terms and conditions stipulated by the Bank.

दिनांक / Date:...../...../2020

प्राधिकृत हस्ताक्षरकर्ता / Authorised Signatory:

नाम / Name:

पदनाम /Designation:

फोन / Phone:

ईमेल आईडी /

Email id:

Format of Price Bid

ANNEXURE – IV

Sr No	Service	Rate for 1st Year	Rate for 2nd Year
1	Regular Lunch (Buffet)		
2	Combo Lunch (Buffet)		
3	Fruit Lunch		
4	Charges per month (Central Minimum Wages of 08 service personnel + agency service charges, if any)		

Note:

- Lowest Bidder (L1) will be arrived on the basis of :**
 - Rate quoted for lunch (for Sr no 1,2 and 3 respectively and
 - Quote for Minimum Wages of 08 Service personnel(Bearer) per month + agency service charges, if any and
 - Maximum no of 26 working days per month
- No terms and conditions should be stipulated in the Price Bid, which is meant only for the quotation of offer price/ rate.
- Prices quoted above shall be valid throughout the bid validity period.Firms are strictly advised not to quote the Lunch(Buffet) rate below the Base rate fixed/prescribed by the bank. Bank may at its discretion disqualify those Firms/vendors quoting below the Base rate fixed by the bank.**
- Prices shall be in conformity to the scope of the work.
- Price quoted shall be inclusive of all taxes where payment is done through meal vouchers, Taxes as applicable shall be extra on services for which invoice is raised by the Service Provider. The applicable taxes should be indicated separately.
- At Present Average Lunch being taken by Staff/Officers are as below:**
 - Sr. No 1(Regular Lunch Buffet)—40 Nos.
 - Sr. No 2(Combo Lunch Buffet)—40 Nos.
 - Sr No 3(Fruit Lunch Buffet)---20 Nos.

The above figures are indicative only and may vary , Also it does not form any Gurantee of Service by the Bank .

Organization :

Date:.. ...//2020

Authorised Signatory:

Name:

Designation:

Phone:Email id:

Annexure - V

Forwarding Letter

(To be submitted on the letter head of the "Service Provider")

To:

The Dy. General Manager
Administration and Premises Vertical
SIDBI 2nd Floor, Swavalamban Bhawan
C-11, 'G' Block
Bandra Kurla Complex
Bandra (East)

Mumbai - 400 051

Dear Sir,

Your Tender No.

This is with reference to your above mentioned tender for Selection of "Service Provider" for providing catering services in the Banks premises at BKC, Mumbai. Having examined the tender document, we hereby submit our proposal along with the necessary documents.

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

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

Authorised Signatory:

Name:

Designation:

Phone:

Email:

Annexure - VI

BANK MANDATE FORM

(To be submitted in Duplicate)

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

1. Name of "Service Provider" :

"Service Provider" Code (if applicable):

2. Address of the "Service Provider" :

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____
(if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR cheque supplied by the bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
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**

1, 2: 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 –VII

EMD / PERFORMANCE SECURITY FORM

(Sample Format -TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER of requisite value)

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA, Swavalamban Bhawan, C-11, G Block , Bandra Kurla Complex, Bandra (E), Mumbai – 400 051**

WHEREAS (Name of Service Provider) (hereinafter called the "Service Provider") has undertaken, in pursuance of Request for Proposal (RFP) No dated 2020 for providing catering 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.

AND WHEREAS we -----Bank having its registered office at ----- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ` ----- (` ----- only) on behalf of the Service Provider.

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 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

Annexure VIII

PRE CONTRACT INTEGRITY PACT

(To be submitted on the letter head along with Technical Bid, Envelope no. 01 duly filled and signed)

General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____place_____ on ---- day of the month of -----, 2020 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at Swavalamban Bhawan, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the Employer/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s _____ represented by Shri _____, Authorised Person (hereinafter called the Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the SIDBI proposes to issue Tender Notice for Selection of Catering Service agencies for Mumbai Office and the BIDDER/CONTRACTOR is willing to offer/has offered the services and WHEREAS the BIDDER is a private company/public company/ Government undertaking/ partnership/ registered export agency (as applicable), constituted in accordance with the relevant law in the matter and the SIDBI is a corporation set up under an Act of Parliament.

NOW, THEREFORE, 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 SIDBI to obtain the desired said services 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 SIDBI will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the SIDBI

1.1. The SIDBI undertakes that no official of the SIDBI, 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.

1.2. The SIDBI 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.

1.3. All the officials of the SIDBI 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.

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

Commitments of BIDDERS

3. 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 : -

3.1. 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 SIDBI, 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.

3.2. 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 SIDBI 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.

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

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

3.5. Blank

3.6. 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 SIDBI or their family members, agents, brokers or any other intermediaries in

connection with contract and the details of services agreed upon for such payments.

3.7. 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.

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

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the SIDBI 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.

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

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

3.12. 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 SIDBI or alternatively, if any relative of the officer of the SIDBI has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

3.13. 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 SIDBI.

4. Previous Transgression

4.1. 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.

4.2. 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.

5. Earnest Money (Security Deposit)

5.1. While submitting the bid, the BIDDER shall deposit an amount Rs.60,000/- (Rupees Sixty Thousand Only) By demand draft / Pay order in favor of "SIDBI (Small Industries Development Bank of India)", payable at "Mumbai

(ii) Selected Contractor will deposit Rs. 2,00,000/- (Two Lakh Only) towards Performance Security Deposit by a confirmed bank guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the SIDBI immediately on demand without any demur whatsoever and without

seeking any reasons whatsoever. The demand for payment by the SIDBI shall be treated as conclusive proof of payment.

5.2. The Security Deposit shall be valid for a period of Two years OR the complete conclusion of the contractual obligation to the complete satisfaction of both the SIDBI and bidder.

5.3. Blank

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

6. Sanctions for Violations

6.1. 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 SIDBI to take all or any one of the following actions, wherever required:- (i) To immediately call off the pre contract discussion/negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.

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

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

(iv) Blank

(v) To encash the bank guarantee/Security Deposit, furnished by the BIDDER.

(vi) 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 SIDBI resulting from such cancellation/rescission and the SIDBI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

(viii) 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.

(ix) Blank

(x) Forfeiture of Performance Bond, if any in case of decision by the SIDBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The SIDBI will be entitled to take all or any of the actions mentioned at para 6.1 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 defied in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. The decision of the SIDBI 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.

7. Blank

7.1. Blank

8. Independent External Monitors (IEM)

8.1. The SIDBI has appointed Shri. Ashok Sinha, IAS (Retd.) as an Independent External Monitor (hereinafter referred to as IEM) for this Pact in consultation with the Central Vigilance Commission.

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

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

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

8.5. As soon as the IEM notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the SIDBI.

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

8.7. The SIDBI will provide to the IEM 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 IEM the option to participate in such meetings

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

9. Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the SIDBI 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.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction shall be Mumbai.

11. 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.

12. Validity

12.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 2 years or the complete execution of the contract to the satisfaction of both

the SIDBI and the BIDDER/CONTRACTOR, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of its signing.

12.2. 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.

13. The parties hereby sign this integrity Pact, at _____ on _____

SIDBI
Name of the Officer
Designation
SIDBI

BIDDER
Authorised Signatory

Witness
1. _____
2. _____

Witness
1. _____
2. _____