

# Small Industries Development Bank of India Lucknow

Request for Proposal

For

Selection of **Catering Service Provider**

Tender No. :314/2016/1146/HO1/Admin

Dated: February 16, 2016

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA  
SIDBI TOWER, 15, Ashok Marg, Lucknow – 226 001

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**Annexure - I**

**Invitation to Bid**

**1. Introduction and Requirement:**

SIDBI is an all India Financial Institution catering to the financial needs of Micro, Small and Medium Enterprises. It has its Head Office at Lucknow.

SIDBI invites offers from Catering Service Providers of repute based at Lucknow and experience to provide catering services to its staff/officials/visitors in the Bank's Office Premises at SIDBI Tower, 15, Ashok Marg, Lucknow – 226 001. The Service Provider will be required to serve tea / coffee in the morning & evening (desk service) 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 / lunch etc., at the contracted rate. The tenure of the contract shall be for two years and is extendable for further period of one year. However, continuance of contract, beyond initial one year, will be subject to Performance Review done by appropriate authority of the Bank. If quality of food items served and services rendered are found upto acceptable level, the Bank may, at its discretion, increase the rates mentioned in this document upto maximum of 10% (ten percent) at the completion of initial year of the contract. Extension beyond two years, if considered by the Bank in its discretion, shall be on mutually agreed rates.

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

**2. Bidding Information:**

| <b>Purpose</b>                   | <b>Selection of "Service Provider" for providing Catering Services</b>  |
|----------------------------------|---|
| Earnest Money Deposit (EMD)      | <b>₹22,000/-</b> [to be submitted in the form of Demand Draft(DD)/ Pay Order (PO) drawn on any scheduled commercial bank in favour of SIDBI payable at Lucknow along with Technical Bid]. |
| Last Date of Submission of Bids. | <b>March 07, 2016 by 1500 hrs</b>   |
| Clarifications.                  | Clarifications, if any, may be asked in writing through e-mail <b>not later than March 01, 2016 by 1600 hrs</b> on mail id. 'rameshchandra@sidbi.in'                                      |
| Bid Validity                     | <b>03 months</b> from the date of submission of bids. i.e. <b>till June 06, 2016</b>  |
| Address for submission of Bids   | THE DEPUTY GENERAL MANAGER<br>ADMINISTRATION VERTICAL, 5 <sup>TH</sup> FLOOR  |

|   |                    |  |            |                        |
|---|--------------------|--|------------|------------------------|
|   |                    | SIDBI, SIDBI TOWER, 15, ASHOK MARG,<br><b>LUCKNOW – 226 001</b>  |            |                        |
| No. Of Envelopes<br>(Non window, sealed)          |                    | <b>02 (Two), Non-window sealed</b> with:<br><b>1<sup>st</sup> Envelope:</b><br>(Superscribing "OFFER FOR CATERING SERVICES - 314/2016/1146/HO1/Admin dated February 16, 2016 -Technical Bid") containing:<br>1. Forwarding letter as per format given in <b>Annexure V.</b><br>2. Demand Draft/ Pay Order towards Earnest Money Deposit (EMD) for ₹22,000/- [on/from scheduled commercial bank]<br>3. Technical Bid details as per format given in <b>Annexure III.</b><br>4. Bank Mandate Form as per format given in <b>Annexure VI.</b><br><b>2<sup>nd</sup> Envelope:</b><br>(Superscribing "OFFER FOR CATERING SERVICES - 314/2016/1146/HO1/Admin dated February 16, 2016 - Price Bid ") containing price/ financial bid as per format given in <b>Annexure IV.</b> |            |                        |
| Date of opening of Technical Bids                 |                    | <b>March 09, 2016 at 1600 hrs.</b>   |            |                        |
| Date and time of opening of Price/ Financial Bids |                    | Price bids would be opened at a later date which would be notified only to the short listed Service Providers.   |            |                        |
| Contact Details                                   |                    | SIDBI TOWER, Administration Vertical, 5 <sup>th</sup> Floor,<br>15, Ashok Marg, Lucknow – 226 001  |            |                        |
| <b>Name (S/Sh.)</b>                               | <b>Designation</b> | <b>Phone</b>   | <b>Fax</b> | <b>E-mail</b>          |
| Ramesh Chandra                                    | AGM                | 2288506  | 2288458    | rameshchandra@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 / nondelivery of the bid documents due to any reason whatsoever.

#### **4. TENDER METHODOLOGY, BID EVALUATION & AWARD OF CONTRACT:**

- 4.1. The tender methodology proposed to be adopted by SIDBI will be "TWO BID SYSTEM" i.e., Technical Bid and Price/ Financial Bid.
- 4.2. Bid evaluation shall be done in two phases. In first phase only the 1<sup>st</sup> 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, 2<sup>nd</sup> 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.
- 4.6. The Bank, on the request of the Service Providers may furnish the reasons for rejecting tender.

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**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 Lucknow Office of Small industries Development Bank of India located at SIDBI Tower, 15, Ashok Marg, Lucknow- 226 001
- 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:**

The Service Provider should be located within Lucknow and having their base kitchen within 15 km radius of SIDBI Tower, 15, Ashok Marg, Lucknow- 226 001.

- 3.1. 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 50 persons daily.
- 3.2. The Service Provider should have achieved annual sales turnover of ₹25.00 Lakh in any one of the last three financial years *i.e.*, 2012-13, 2013-14 and 2014-15, as per the audited financial results.
- 3.3. The Service Provider should be making profit during these last three years as per the audited financial results.
- 3.4. The Service Provider should have licence / permit / approval etc. from the concerned statutory authority or any other competent authority concerned for carrying out this type of work. They have to furnish the relevant documents alongwith the Technical Bid.
- 3.5. The Service provider should accept the Meal Coupon Voucher / cash.
- 3.6. 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.

**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 Lucknow Office. The required services include Morning & Evening Tea / coffee (served on respective workstations) 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 Lounge.

The ceiling rates fixed by the Bank for various services are as under : -

| Sr No | Services  | Rate  |                                     | Timings  |
|-------|---|---|-------------------------------------|--|
| 1     | Tea / Coffee with good quality cookies or multigrain biscuit (worth about ₹2.00) each time. (served in morning and evening on individual work-stations / cabins). | ₹20.00 for two servings in a day (₹ 10.00/- for each cup) |                                     | Morning 10:15 to 10:45 am<br>Evening 03.30 to 04.15 pm |
| 2     | Extra Tea / coffee  | ₹10.00 per cup  |                                     |  |
| 3     | Lunch (Category 1) – Lunch + Fruit Lunch or Fruit Lunch   | ₹90.00 per meal   | For Senior Officers Gr. E and above | between 1 pm & 02.30 pm                                |
| 4     | Lunch (Category 2) buffet (Vegetarian)  | ₹90.00 per meal   | For Employees                       | between 1 pm & 02.30 pm                                |
| 5     | Lunch (Category 3) – buffet (Non-Vegetarian)  | ₹115.00 per meal  | For Employees                       | between 1 pm & 02.30 pm                                |
| 6     | Lunch (Category 4) – buffet – Fruit Lunch   | ₹90.00 per meal   | For Senior Officers Gr. E and above | between 1 pm & 02.30 pm                                |

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 The rate for serving Special Lunch / Hi-Tea / Dinner on various occasions (if so required) shall be negotiated with the successful Service Provider and rate will be fixed separately.

4.8 The Bank will make payment for two rounds of tea/coffee served at the desk/cabins during morning & evening timings indicated above.

4.9 The Service Provider will serve lunch & additional tea / coffee / etc., at the contracted rate will be ₹6/- per cup . Cost of additional tea / coffee recoverable from employees. Employees will make payment in Meal Coupon Voucher, cash or any such other manner, as may be decided, directly with 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.
- 4.12 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 The Agency shall provide all groceries, vegetables, oils, and masalas etc., required for preparation of food, good quality rice (basmati) & the vegetables should be soaked in salted water to ensure that the traces of pesticides are removed and then it should be washed thoroughly. Cooking should be done in reputed brand of refined Oil. It should bear the Agmark wherever available. The food preparation should be done under hygienic conditions & the food should not have excessive oil, spices, chilies and salt.
- 4.12.3 The sweets (desserts) etc., provided should be free of silver foil and special care should be taken in the preparation of chapattis. It should be prepared immediately prior to the mealtime to ensure that it is hot and the curd should be fresh.
- 4.12.4 The packed food items like butter, pickles, jams, sauces etc., should not be stored beyond the expiry dates.
- 4.12.5 In office pantry, proper maintenance of fridge, water cooler and other gadgets shall be the responsibility of Service Provider.
- 4.12.6 The Service Provider will have to bear the cost of cleaning materials and will ensure use of environment friendly 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) 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 State 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 / fruits / 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. Good quality branded raw material is to be used for the preparation of food.
- 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 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 / agents / workers and contractors etc. 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 7th floor Executive Dining Room (EDR)

- 4.15.1. Lunch service as per sample Menu indicated at sr. no. 6 below.
- 4.15.2. Rates quoted for Lunch 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.
- 4.16.6. General upkeep and maintenance of floor pantry on 7th floor EDR including machinery and equipment installed by the Bank.

#### 4.16. Services for 2<sup>nd</sup> floor, 'B' Wing Lounge

- 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 to be served by professional staff.
- 4.16.7. Display of weekly menu. Weekly menu will be approved by the Bank

#### 4.17. Tea / Coffee

Tea/Coffee will be served 2 times in a day on the desks/in cabins as detailed below:-

(Tea bags/Coffee sachets and sugar cubes of standard quality brands to be used). Tea / Coffee with good quality cookies or multigrain biscuit (worth about ₹2.00) each time is to be served with the tea/coffee.

| 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 03.30 pm to 04.15 pm |

Trays will be used for the service of Tea/Coffee for Officers in the rank of Deputy General Manager and above. For others, i.e., AGMs and below, tea/ coffee will be served on their desk/ cabin.

#### Additional catering arrangements required in the Office

- a) Tea/coffee/other refreshment services and guest lunch arrangements.
- b) Special catering arrangements for lunch, tea/coffee and other refreshments for various meetings/conferences/other Bank functions held in the Office premises.

## **5. Manpower Requirement**

5.1. Minimum staff required for EDR service on 7<sup>th</sup> Floor will be three (02 service boys and 01 dish washer) – Total 3 staff

5.2. Minimum staff requirement for 2nd Floor 'B' Wing shall be 01 supervisor, 05 service boys, 02 pantry man, 01 dish washer – Total 9 staff

## 6. Sample Lunch Menu

All the food items should be made of good quality branded raw material and served in hygienic manner.

| <b>Lunch (Category 1)</b><br>buffet (The ceiling rate for this service is ₹90.00 per meal) – For Senior Officer Gr.E and above – for Vegetarian | <b>Lunch (Category 2)</b><br>buffet/fixed standard portion (The ceiling rate for this service is ₹90.00 per meal) – for Vegetarian | <b>(Category 3)</b> (The ceiling rate for this service is ₹115.00 per meal to be served three days in a week) – for Non-Vegetarian for 3 days i.e. Monday, Wednesday and Friday | <b>Fruit Lunch (Category 4)</b> ) (The ceiling rate for this service is ₹90.00 per meal) only for Senior officer Gr.E and above |
|---|--|---|---|
| <b>EDR on 7<sup>th</sup> Floor</b>  | <b>Lounge at 2<sup>nd</sup> Floor</b>  |   |   |
| Soup  | Soup   | Soup  | <b>Winters</b><br>Soup<br><br><b>Summers</b><br>Lassi / Butter Milk / Jalzeera etc.   |
| Special Veg. viz., Paneer/ Mushroom/ Kofta etc. (semi gravy)  | Special Veg. viz., Paneer/ Mushroom/ Kofta etc. (semi gravy)   | Special Veg. viz., Paneer/ Mushroom/ Kofta etc. (semi gravy)  | Seasonal Cut Fruits (500 gms.)  |
| Mix Vegetable (dry)   | Mix Vegetable (dry)  | Mix Vegetable (dry)   | Sprouts / Veg Kabab / Dhokla / Patties / Samosa/Burger  |
| Roti / Chapati / Paratha  | Roti /Chapati / Paratha  | Roti /Chapati / Paratha   |   |
| Pulao Rice  | Pulao Rice   | Pulao Rice  |   |
| Dal / Choley / Rajma etc.   | Dal / Choley / Rajma etc   | Dal / Choley / Rajma etc  |   |
| Curd / Dahi Bada/ Raita, Salad, Achar, and Papad  | Curd / Dahi Bada/ Raita, Salad, Achar, and Papad   | Curd / Dahi Bada/ Raita, Salad, Achar, and Papad  |   |
| Cut Fruits  | -  | -   |   |
|   |  | Chicken / Muttom / Fish #   |   |

### # Fix Proportion

## 7. Venue

The Catering service shall be provided normally in the Lounge on 2nd floor, 'B' Wing and Executive Dining Room (EDR) on the 7<sup>th</sup> floor of the Office building at SIDBI Tower, 15, Ashok Marg, Lucknow 226 001 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 ([rameshchandra@sidbi.in](mailto:rameshchandra@sidbi.in)) on or before **March 01, 2016** by 1600 hours which will be clarified in the Pre-bid meeting. 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 inspect the site/nature of service required in this regard 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 first year of contract period. However, if bank decides to review and increase the overall ceiling of rate in the 2<sup>nd</sup> year, the Service Provider can put in a request to the Bank for a reasonable increase in the rate for Bank's consideration. Any decision in this regard by the Bank shall be final, conclusive and binding on the Service Providers. However, Bank will not entertain request for increasing the rates in the 2<sup>nd</sup> year beyond 10% of the contract price.
- 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. 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 following 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. The number of bank employees may increase / decrease in a month but the payment for tea/coffee will be made based on the staff strength on the last day of the previous month less employees who are on leave for more than 15 days on the last day of the month.

- 10.3 Payment for guests will be made separately based on the category of lunch.
- 10.4 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 – VI**.
- 10.5. 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.
- 10.6 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.
- 10.7 TDS, if any, will be deducted while releasing the payment.
- 10.8 The agency will be required to submit an Undertaking as per the format enclosed as per Annexure III alongwith the monthly bill and the bill will be settled only thereafter.
- 11. EARNEST MONEY DEPOSIT:**
- 11.1. The Service Provider submitting the bids will have to deposit EMD of ₹22,000/- (Rupees Twenty Two thousand only) by way of DD/PO drawn on a scheduled commercial bank in favour of '**Small Industries Development Bank of India**', payable at **Lucknow**, 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 would be required to give interest free security deposit of ₹25,000/- (Rupees Twenty Five Only) including the EMD of ₹22,000/- (Rupees Twenty Two Thousand Only) in the form DD/PO drawn on a scheduled commercial bank in favour of Small Industries Development Bank of India payable at Lucknow which shall be refundable on expiry of contract after adjustment of any dues receivable from the Service Provider or or in the form of a performance bank guarantee for ₹25,000/- (Rupees Twenty Five Only) from a scheduled commercial bank in favour of Small Industries Development Bank of India payable at Lucknow. In case performance bank guarantee for ₹25,000/- (Rupees Twenty Five Only) is submitted, EMD amount of ₹22,000/- (Rupees Twenty Two Thousand Only) will be refunded.
- 11.4. 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.
- 11.5. Request for exemption from EMD will not be entertained.
- 11.6. The EMD may be forfeited:



- 11.6.1. If a Service Provider withdraws its bids during the period of bid validity.
- 11.6.2. 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.
- 11.6.3. In case of successful Service Provider, if the Service Provider fails to accept the Letter of Intent (LoI)/ 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 Vertical, 5<sup>th</sup> Floor, Small Industries Development Bank of India (SIDBI), SIDBI Tower, 15, Ashok Marg, Lucknow 226 001.
- 12.2. The cover will be required to be handed over at Reception, Ground Floor, Small Industries Development Bank of India (SIDBI), SIDBI Tower, 15, Ashok Marg, Lucknow 226 001 on or before **15:00 hours on March 07, 2016**.
- 12.3. The quotation (Technical Bid only) will be opened at **16:00 hours on March 09, 2016** in the presence of the Service Providers, who wish to remain present.
- 12.4. 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.
- 12.5. A Committee of officials of the Bank will be visiting the locations where the Service Provider is providing the 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.
- 12.6. On opening of the Price Bid of 'successful Service Providers in technical scrutiny' the likely annual payment for following services together will be worked out as below:

| Service                             | Rate Ceiling (₹) | Rate (₹) | Consumption (average) | Monthly(₹) (*) (C) =<br>A X B X 20 |     | Annually (₹)<br>(D) =<br>(C) X 12 |
|-------------------------------------|------------------|----------|-----------------------|------------------------------------|-----|-----------------------------------|
|                                     |                  | (A)      |                       | (B)                                | Veg |                                   |
| Lunch (Category 1)                  | 90.00            |          | 10                    |                                    |     |                                   |
| Lunch (Category 2) - Vegetarian     | 90.00            |          | 20                    |                                    |     |                                   |
| Lunch (Category 3) - Non-vegetarian | 115.00           |          | 15                    |                                    |     |                                   |
| Lunch (Category 4) - Fruit Lunch    | 90.00            |          | 5                     |                                    |     |                                   |

|   |  |  |                              |  |  |  |
|---|--|--|------------------------------|--|--|--|
| Tea / Coffee with good quality cookies or multigrain biscuit (worth about ₹2.00) each time. | 20.00 for two servings in a day. (₹10/- per cup) |  | 224 (112 cups 2 times a day) |  |  |  |
| Extra tea/coffee  | ₹10/- per cup                                    |  | 15                           |  |  |  |
| Canteen Management Service (CMS)**  | ₹60,000/- per month                              |  |                              |  |  |  |
| <b>Totals</b>   |  |  |                              |  |  |  |

(\*) Average number of working days considered as 20 / month

\*\*CMS - Employees will use office canteen / crockery for eating food and the utensils / canteen has to be maintained in good hygienic condition. Canteen Management Service is, therefore being provided for supply of tea on each floor, providing crockery to staff, who will have their own food in the canteen and cleaning / maintenance of canteen thereafter.

**The aggregate of likely annual payment so worked out shall form the basis for arriving at the L1 service provider.**

### 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.

### 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 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.
- 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 Lucknow, 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, the parties shall be subject to the jurisdiction of courts at Lucknow, 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.

\*\*\*\*\*

**ANNEXURE – III**

**THE FORMAT FOR TECHNICAL BID**

**APPLICATION FOR CATERING ARRANGEMENTS AT SIDBI LUCKNOW**

From:

To:

**The Deputy General Manager**  
Small Industries Development Bank Of India  
**Administration Vertical, 5<sup>th</sup> Floor**  
SIDBI Tower, 15, Ashok Marg,  
Lucknow 226 001

| <b>Sl. No.</b> | <b>Particulars</b>  | <b>Details to be filled in by the Catering Service Provider</b> |
|----------------|---|---|
| 1              | Name of the Service Provider  |   |
| 2              | Regd. Office/Business address of the Service Provider   |   |
| 3              | Address of Base Kitchen   |   |
| 4              | Date of Incorporation/Constitution  |   |
| 5              | PAN/TAN Nos. of the Service Provider  |   |
| 6              | Service Tax Registration No.  |   |
| 7              | Whether registered with Registrar of Firms/ Companies? Date of Registration<br><b>(Attach copy of registration)</b>   |   |
| 8              | Whether registered with Sales Tax Department? Date of Registration.<br><b>(Attach copy of registration)</b>   |   |
| 9              | Whether registered with Health Department / or any other authority? Date of Registration.<br><b>(Attach copy of registration)</b>   |   |
| 10             | Whether registered with Labour Department? Date of Registration.<br><b>(Attach copy of registration)</b>  |   |
| 11             | Whether registered with Central/State Excise/Income Tax Department for Service Tax? Date of Registration.<br><b>(Attach copy of registration)</b>   |   |
| 12             | (a)Turnover in the last 3 financial years. (year-wise). Please attach a copy of CA certified audited Balance Sheet and P & L Statement.<br>(b)Profit for the above financial years.<br><b>(Attach a certificate by an independent CA)</b> | 2012-2013-<br>2013-2014 -<br>2014-2015-                         |
| 13             | Bank Details<br>Name of the Bank<br>Branch  |   |

|    |   |  |
|----|---|--|
|    | Type of Account<br>Account Number<br>IFSC Code *  |  |
| 14 | **Years of experience in providing catering services.   |  |
| 15 | *** Name of the Organisations / Corporations / Departments where the experience has been gained and number of persons the agency was serving (each location wise) |  |
| 16 | Particulars of Payment towards EMD of ₹22,000/- (Rupees Twenty Two Thousand Only) Draft No. / Pay Order No.<br>Dated drawn on .... Bank                           |  |

\* 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:...../...../2016

Authorised Signatory:

Name:

Designation:

Phone:

Email id:

**ANNEXURE – IV**

**Format of Price Bid**

| Service   | Rate Ceiling (₹)                                 | Rate (₹) | Consumption (average)        | Monthly(₹) (*) (C) = A X B X 20 |         | Annually (₹)   |
|---|--|----------|------------------------------|---------------------------------|---------|----------------|
|   |  | (A)      | (B)                          | Veg                             | Non-Veg | (D) = (C) X 12 |
| Lunch (Category 1)  | 90.00  |          | 10                           |                                 |         |                |
| Lunch (Category 2) – Vegetarian   | 90.00  |          | 20                           |                                 |         |                |
| Lunch (Category 3) – Non-vegetarian   | 115.00   |          | 15                           |                                 |         |                |
| Lunch (Category 4) - Fruit Lunch  | 90.00  |          | 5                            |                                 |         |                |
| Tea / Coffee with good quality cookies or multigrain biscuit (worth about ₹2.00) each time. | 20.00 for two servings in a day. (₹10/- per cup) |          | 224 (112 cups 2 times a day) |                                 |         |                |
| Extra tea/coffee  | ₹10/- per cup                                    |          | 15                           |                                 |         |                |
| Canteen Management Service (CMS)**  | ₹60,000/- per month                              |          |                              |                                 |         |                |
| <b>Totals</b>   |  |          |                              |                                 |         |                |

(\*) Average number of working days considered as 20 per month.

\*\*CMS - Employees will use office canteen / crockery for eating food and the utensils / canteen has to be maintained in good hygienic condition. Canteen Management Service is, therefore being provided for supply of tea on each floor, providing crockery to staff, who will have their own food in the canteen and cleaning / maintenance of canteen thereafter

**Note:**

1. No terms and conditions should be stipulated in the Price Bid, which is meant only for the quotation of offer price/ rate.
2. **Prices quoted above shall be valid throughout the bid validity period.**
3. Prices shall be in conformity to the scope of the work.
4. Taxes as applicable shall be extra on services for which invoice is raised by the Service Provider. The applicable taxes should be indicated separately.
5. L I will be based on total cost to Bank as worked-out above.
6. The number of staff members for lunch may increase / decrease in a month but the payment of tea / coffee will be made based on the staff strength on the last day of the previous month.
7. Payment for guests will be made separately based on the category of lunch.

Organization :

Date:...../...../2016

Authorised Signatory:

Name:  
Designation:  
Phone:  
Email id:

**Annexure - V**

**Forwarding Letter**

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

To:  
**The Deputy General Manager**  
Small Industries Development Bank Of India  
**Administration Vertical, 5<sup>th</sup> Floor**  
SIDBI Tower, 15, Ashok Marg,  
Lucknow 226 001

Dear Sir,

**Your Tender No. 314/2016/1146/HO1/Admin dated February 16, 2016**

This is with reference to your above mentioned tender for Selection of "Service Provider" for providing catering services in the Banks premises at SIDBI Tower, Ashok Marg, 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:...../...../2016

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) |             |                   |
| <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> |                                   |             |                   |
| 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**

**<sup>1,2</sup>: 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.

\*\*\*\*\*

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

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA, SIDBI TOWER, 15, ASHOK MARG, LUCKNOW – 26 001**

WHEREAS ..... (Name of Service Provider )  
(hereinafter called the "Service Provider") has undertaken, in pursuance of  
Request for Proposal (RFP) No **dated** **2016** 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.

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 .....

.....

.....

\*\*\*\*\*