



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

लखनऊ स्थित सिडबी के प्रधान कार्यालय में खानपान
सेवाप्रदाता के चयन के लिए प्रस्ताव देने हेतु अनुरोध (आरएफपी)

Request for Proposal (RfP) for Finalising Catering Service Agency
at SIDBI, Head Office, Lucknow

निविदा सं. Tender No. 314/2020/1485/HO1/ADMIN

सीलबंद निविदा जमा करने की आखिरी तारीख- 28 जून 2019, सायं 03.00 बजे तक
Last Date of Submission of sealed tender- June 28, 2019, up to 03.00
pm

महाप्रबंधक (प्रशासन व परिसर उद्-भाग)

भारतीय लघु उद्योग विकास बैंक

सिडबी टावर, 15 अशोक मार्ग

लखनऊ- 226001

The General Manager (Administration and Premises Vertical)

Small Industries Development Bank of India (SIDBI)

SIDBI TOWER, 15, Ashok Marg

Lucknow-226001

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

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महत्वपूर्ण सूचना Important Information

क्र.सं. Sr. No.	कार्य-मद Event	विवरण / तारीख व समय Particulars / Date & Time
1	कंपनी का नाम Name of the Company	भारतीय लघु उद्योग विकास बैंक (इसे यहाँ आगे "सिडबी" अथवा "बैंक" कहा गया है।) Small Industries Development Bank of India (hereinafter referred to as "SIDBI" or "The Bank")
2	उद्देश्य Purpose	लखनऊ स्थित सिडबी के प्रधान कार्यालय में खानपान सेवाएँ प्रदान करने के लिए एजेंसी को संविद करना। Engagement of Agency for providing Catering Services at SIDBI Tower, 15 Ashok Marg, Lucknow.
3	प्रस्ताव आमंत्रण की तारीख Date of Issue of RfP	07 जून, 2019 June 07, 2019
4	निविदा दस्तावेज़ की प्राप्त करने का समय, तारीख व स्थान (निर्धारित पते पर आकर स्वयं लेना अथवा सिडबी की शासकीय साइट से डाउनलोड करना) Time, Date and Place of collection of Tender Document (collection in person from the given address or downloading from official site of SIDBI)	समय : पूर्वाह्न 10.30 से सायं 06.30 बजे तक Time: 10.30 am to 06.30 pm तारीख : 10.06.2019 से 21.06.2019 तक Date: From 10.06.2019 to 21.06.2019 स्थान : प्रशासन एवं परिसर उद्-भाग, सिडबी, प्रधान कार्यालय, 5वाँ तल, सिडबी टावर, 15 अशोक मार्ग, लखनऊ- 226001 Place: Administration and Premises Vertical, SIDBI, Head Office, 5 th Floor, SIDBI Tower, 15, Ashok Marg, Lucknow-226001
5	निविदाकर्ताओं से बोली-पूर्व बैठक/ साइट दौरा Pre-Bid meeting with Tenderers / Site visit	समय : पूर्वाह्न 11.30 से अपराह्न 03.00 बजे तक Time: from 11.30 am to 03.00 pm दिनांक : जून 24, 2019 Date : June 24, 2019 स्थान : प्रशासन एवं परिसर उद्-भाग, सिडबी, प्रधान कार्यालय, 5वाँ तल, सिडबी टावर, 15 अशोक मार्ग, लखनऊ- 226001 Place: Administration and Premises Vertical, SIDBI, Head Office, 5 th Floor, SIDBI Tower, 15, Ashok Marg, Lucknow-226001

<p>6</p>	<p>बोली-पूर्व बैठक / साइट दौरे के पश्चात निविदाकर्ताओं की पूछताछ के जवाब Replies to queries of bidders after site visit / pre-bid meeting</p>	<p>ई-मेल के माध्यम से / अलग-से परिशिष्ट जारी करके जवाब दिया जाएगा (यदि आवश्यक हो) Will be resolved by email replies / issuing addendum (if required)</p>
<p>7</p>	<p>बोलियाँ जमा करने की अंतिम तारीख Last date for submission of bids</p>	<p>28 जून 2019 को सायं 03.00 बजे तक June 28, 2019 up to 03.00 pm</p>
<p>8</p>	<p>बोली जमा करने का पता Address for bid submission</p>	<p>महाप्रबंधक (प्रशासन एवं परिसर उद्-भाग) भारतीय लघु उद्योग विकास बैंक (सिडबी) प्रधान कार्यालय, सिडबी टावर, 15 अशोक मार्ग, <u>लखनऊ- 226001</u> The General Manager, Administration and Premises Vertical, Small Industries Development Bank of India, Head Office, SIDBI Tower, 15, Ashok Marg, <u>Lucknow-226001</u></p>
<p>9</p>	<p>बयाना जमा राशि (ईएमडी) Earnest Money Deposit (EMD)</p>	<p>₹58,000/- (रुपये अठ्ठावन हजार मात्र) जो 'सिडबी' के पक्ष में लखनऊ में भुगतान-योग्य डिमांड ड्राफ्ट/भुगतान आदेश के रूप में हो। इसका भुगतान निविदा जमा करते समय, तकनीकी बोली वाले लिफाफे के अंदर, एक अलग लिफाफे में रखकर करना होगा, जिस पर "सिडबी, प्रधान कार्यालय, 15, अशोक मार्ग, लखनऊ कार्यालय में खानपान सेवाप्रदाता के चयन के लिए बयाना जमा राशि" लिखा हो। ₹58,000/- (Fifty-eight thousand only) in the form of Demand Draft/Pay Order drawn in favour of "SIDBI" payable at Lucknow to be paid at the time of submitting the tender in a separate envelope super scribed" EMD for finalising Catering Service Agency at SIDBI Tower, 15 Ashok Marg, Lucknow, and submitted in the envelope containing technical bid.</p>

10	तकनीकी बोलियाँ खोलने की तारीख व समय Date & Time for Opening of Technical Bids	28 जून 2019 को सायं 03.30 बजे June 28, 2019 at 03.30 p.m.
11	वित्तीय / वाणिज्यिक बोलियाँ खोलने की तारीख व समय Date & Time of opening of Financial / Commercial bids	केवल उन्हीं बोलीकर्ताओं को अलग-से सूचित किया जाएगा, जो तकनीकी मानदंडों के अधीन योग्य पाए जाएँगे। Will be separately advised only to bidders who qualify the technical criteria.
12	बोली की वैधता Bid Validity	वित्तीय बोली खोले जाने की तारीख से 90 दिन तक। 90 days from the date of opening of financial bid.
13	संविदा का समय/तारीख Time / Period of Contract	इस संविदा की अवधि, दो वर्ष होगी तथा इसे एक वर्ष के लिए आगे बढ़ाया जा सकेगा। तथापि, संविदा को जारी रखना इस बात पर निर्भर करेगा कि उपलब्ध कराया जाने वाला भोजन एवं दी जाने वाली सेवाओं की गुणवत्ता कैसी है और इसके लिए बैंक के उपयुक्त प्राधिकारी नियमित रूप से उक्त गुणवत्ता की समीक्षा करेंगे। The tenure of the contract shall be for two years and is extendable for further period of one year. However, continuance of contract will be subject to ongoing review of quality of food served and services rendered, done by appropriate authority of the Bank.
14	सिडबी के पदाधिकारियों के संपर्क विवरण / Contact details of SIDBI officials	दूरभाष सं. / Tele. No. - 0522 - 4259786, 4259761, 4261632
15	सिडबी की वेबसाइट Website of SIDBI	https://www.सिडबी.भारत https://www.sidbi.in

Introduction and Disclaimers

The purpose of the RfP is to invite bids from reputed Bidders for Engagement of Agency for providing Catering Services at SIDBI Tower, 15 Ashok Marg, Lucknow.

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

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

Information Provided

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

For Respondent only

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

Disclaimer

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

Cost to be borne by Respondents

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

No Legal Relationship

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

Recipient Obligation to Inform itself

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

Evaluation of Offers

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

Acceptance of Selection Process

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

Error and Omissions

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

Acceptance of Terms

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

Notification

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

Proposal Ownership

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

Notice Inviting Tender

1. Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities. The role and function of SIDBI are given in its website <https://www.sidbi.in/>.

SIDBI, having its Head Office at SIDBI Tower, 15, Ashok Marg, Lucknow – 226001 invites offer from Catering Service Providers of repute and experience to provide catering services to its staff/officials/visitors in the Bank's Office Premises at SIDBI Tower, 15 Ashok Marg Lucknow 226001.

2. Above services shall be required on all working days and as & when needed on weekends & holidays also.
3. The terms and conditions of the contract are furnished in the **Appendix**. The same will also be available along with tender document in the office of the undersigned between 1030 hrs to 1830 hrs on any working day (except Saturday, Sunday & holidays) from June 10, 2019 to June 21, 2019.
4. **The tender shall be submitted in two parts i.e. Part-I (Technical Bid) and Part-II (Financial Bid). The mode of submission of tender will be:**
 - (a) **Cover-I:** This cover forming **Part-I** of the tender should super scribed "**Technical Bid for CATERING SERVICES at SIDBI Lucknow**" (Strictly as per **Annexure II**) containing all the certificates / information / documents. **EMD may be enclosed along with this envelope in a separate envelope super scribed "EMD for finalising Catering Service Agency at SIDBI Tower, 15 Ashok Marg, Lucknow."**
 - (b) **Cover-II:** This cover forming **Part- II** of the tender should be super scribed with the words "**Financial Bid for CATERING SERVICES at SIDBI Lucknow**". The bid should be strictly in the format as given from **Annexure-III**. This cover will be opened after short listing of tenderers based on the Technical Bids.
 - (c) **Cover-III:** This is a Master cover containing the above two covers of Technical Bid and Financial Bid along with EMD and this cover should be super scribed with the words "**Tender for CATERING SERVICES at SIDBI Lucknow**" and the same shall be forwarded along with a letter on bidder's letter head as per the format enclosed at **Annexure I** to the following address:

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

5. Those Technical bids which are found to be in order i.e. satisfying all the stipulated conditions for **CATERING SERVICES at SIDBI Lucknow** shall be short-listed and financial bids of only such short-listed bidders will be opened. Such short-listed bidders will be intimated for the opening of Financial Bid.
6. Any agency submitting the tender shall be deemed to have read and understood the terms and conditions, scope of the work, etc and quote accordingly.
7. SIDBI reserves the right to call for any missing/additional requirements or otherwise from the applicant at the time of analysis of the tenders received in response to this notice.
8. Any conditional offer / tender shall not be considered.
9. Any modification in the tender after opening date shall not be considered.
10. The Tenderers should read and understand all the terms and conditions of the Tender before applying as the submission of the tender shall be deemed to signify the acceptance of the terms and conditions of this tender and Annexure forming a part and parcel of it and the successful tenderer shall sign and execute a Contract subsequently which shall be inclusive of the terms and conditions as set forth in tender document.

Pre-Qualification Criteria

11. The agency should be a registered body for providing services of skilled, semiskilled, unskilled staff having requisite licence.
12. The Service Provider should be a sole proprietary concern, partnership firm or a company and should be in existence for at least 5 years.
13. The service provider should have 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 100 persons daily with at least One (1) existing work order in the said organizations in any of the last 3 financial years.
14. The Service Provider should have achieved annual sales turnover of ₹50.00 lakh in any one of the last three financial years *i.e.*, 2016-17, 2017-18 and 2018-19, as per the audited financial results.
15. The Service Provider should be making profit during these last three years as per the audited financial results.

16. Satisfactory service certificates to be produced from any two of their existing major clients with details of contact person, phone no., email id. etc.
17. The Service Provider should ensure and confirm that they have the entire mandatory compliance certificates / registrations / license under various applicable laws including labour laws applicable for the state of Uttar Pradesh. Minimum wages payable to the personnel to be engaged shall be strictly as per Central Labour Laws only. The Bidder should comply with various provisions of Contract Labour (R & A) Act 1970 and Central Rules 1971 and should enclose the copies of the following:
 - a) License from Labour Commissioner to employ contract labour under the Contract Labour Act proof (copy to be attached).
 - b) Registration certificate under Employees Provident Act, with latest proof (copy to be attached).
 - c) Registration under Employees State Insurance Act, with latest proof (Copy to be attached).
 - d) Income tax return of last 3 financial years (i.e. 2015-16; 2016-17 and 2017-18;) and PAN Card of the Contractor to be enclosed.
 - e) GST registration Certificate.
 - f) Copies of audited Balance Sheets for the last 3 financial years (i.e. 2015-16; 2016-17 and 2017-18).
18. The service provider should have good name, standing and professional reputation for performing similar job / assignment. In addition, they should not have defaulted in providing similar services or should not have been black listed by any office of SIDBI or any other establishments.
19. The Bid shall be signed by a person or person so authorized by the Bidder. In case, the Bidder is a Company, the officer so authorized by the Company with its seal duly affixed shall sign the Bid.
20. While discharging the duties, the agency shall be responsible for all injuries to persons, damage to building, building structure and shall rectify it at its own cost.
21. The agency shall be responsible for storing and safeguarding its own material at its own cost. The agency and its workers will be allowed to use lift after office hours.
22. Earnest money deposit (EMD) (refundable) of **₹58,000/- (Rupees fifty eight thousand only)** by way of Demand Draft/Pay Order drawn in favour of "Small Industries Development Bank of India", payable at Lucknow may be submitted along with **Part-I**. The bid would be rejected in case

EMD is not enclosed with **Part-I**. The quotations may be forwarded along with the forwarding letter as enclosed at **Part-I**

The General Manager,
Administration and Premises Vertical,
Small Industries Development Bank of India,
SIDBI Tower, 15, Ashok Marg,
Lucknow-226001
Phone No. 0522-2288210

23. Tender document may also be downloaded from Bank's website from the link: www.sidbi.in
The tenders received after the last date and time as mentioned above shall be rejected.

24. **Validity of Tender:**

Validity of the Tender shall be 90 days from the date of opening of Price Bid.

Bank Mandate Form:

Bank mandate form is required to be submitted as per the attached **Annexure-IV**. This information is required for refund of the EMD to unsuccessful bidders.

- a) SIDBI reserves the right to call for missing/additional requirements or otherwise from the applicant at the time of analysis of the tenders received in response to this notice.
- b) SIDBI does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the tender without assigning any reason whatsoever.

25. **Public Procurement Policy on Micro and Small Enterprises (MSEs)**

- 26.1 SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
- 26.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centre 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).
- 26.3 Such MSEs would be entitled for exemption from furnishing tender fee and 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.
- 26.4 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 (if applicable) along with the tender/RFP.

- 26.5 Bidder is required to inform its MSME status as per following definition, if applicable.

Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)
Micro	Up to ₹25 lakh	Up to ₹10 lakh
Small	Up to ₹500 lakh	Up to ₹200 lakh
Medium	Up to ₹1000 lakh	Up to ₹500 lakh

26. The quotations which are not submitted in the prescribed manner will not be accepted.

XXXXXXXXXXXXXXXXXX

Appendix**Terms and Conditions of Contract for selection of
Catering service provider at Lucknow**

The Service Provider would be responsible for providing catering services to SIDBI staff/officials/visitors in the Bank's Office Premises at SIDBI Tower, 15 Ashok Marg Lucknow 226001.

The Service Provider will be required to serve tea / coffee in the morning & evening (desk service) and during various official meetings from the **Vending Machines** installed by SIDBI at respective floor pantries.

Biscuits served with tea or refreshments served during meetings shall be provided by the catering agency.

Sodexo meal coupons are being provided to all employees of the bank, some staff members opt for lunch service in the office lounge. The same shall be provided by the catering service provider (caterer) and related payment shall be **settled by the Caterer directly with the staff members** availing the facility.

Above services shall be required on all working days and as & when needed on weekends & holidays also.

SIDBI will provide:

- Tea/Coffee Vending machines installed in floor pantries.
- Space for re-heating & dispensing the food
- Utensils & Equipment for re-heating & dispensing the food
- Dining space and furniture.
- Crockery/cutlery/glassware.
- Water and electricity required for above service

However, the service provider will have to source commercial cooking gas (bottles & refill), food ingredients, kitchen & utility staff at their own cost, prepare the food items and serve the same in the designated dining areas with proper hygiene.

While bidding, the above may specifically be considered.

Tenure of the Contract

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, done by appropriate authority of the Bank.

- 1) However, notwithstanding anything contained herein, SIDBI [Bank] shall have the right to terminate the agreement / contract at any time without giving any notice or any reasons thereof. Such termination will not give any right to the Agency for claim of any damage or compensation. In case the agency desires to terminate the contract, the agency must give three months' notice to the Bank.
- 2) The agency will be required to submit an Undertaking as per the format enclosed as per **Annexure V** along with the monthly bill and the bill will be settled only thereafter.
- 3) The Bank reserves the right to increase / decrease the number of Service boys based on its requirement and the payment will be made accordingly.
- 4) Minimum Wages will be revised during the period of contract in accordance with Dearness Allowance revised from time to time by Gol, Ministry of Labour & Employment issued by Office of the Chief Labour Commissioner, New Delhi as per the provisions of Minimum Wages Act, 1948. Accordingly, EPF/ESI will also be paid as per the revised rates. However, agency will provide uniform (summer and winter) including shoes and socks each year. Colour of the uniform to be decided in consultation with the Bank.

Scope of Work

Tea / Coffee

Tea/Coffee will be served on the desks/in cabins from the **Vending Machine** installed by SIDBI. Biscuits will be provided by the catering service provider (2 times in a day with morning & evening tea/coffee service). Tea/Coffee Service Timing will be as below:

S.No.	Place of Service	Timings
1	Desk Service on all floors	Morning 10:45 am to 11:15 am
2	Desk Service on all floors	Evening 03.30 pm to 04.00 pm

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

4.15. Services for 7th floor Executive Dining Room(EDR)

(for staff members who opt for Lunch facility)

- 4.16.1. Regular Lunch (Buffet) service as per sample Menu structure as indicated at **Annexure VI**
- 4.16.2. Rates quoted for Regular Lunch (Buffet) will be inclusive of following services:
- 4.16.3. Day to day cleaning of EDR.
- 4.16.4. Lay-out of tables and other mise-en-place to keep EDR in readiness for lunch / snacks service.
- 4.16.5. Food service by professional staff who are trained to carry-out all types of food services.
- 4.16.6. General upkeep and maintenance of floor pantry on every floor including machinery and equipment installed by the Bank.

4.17. Services for 2nd. floor Lounge

(for staff members who opt for Lunch facility)

- 4.17.1. Lunch service in Lounge (Menu structure indicated at **Annexure VI**)
- 4.17.2. Rates quoted will be inclusive of following services: -
- 4.17.3. Day to day cleaning of lounges.
- 4.17.4. Lay-out of tables and other mise-en-place to keep lounge in readiness for service.
- 4.17.5. General upkeep and maintenance of Lounge.
- 4.17.6. Food service by professional staff.
- 4.17.7. Management of meal card payment collection system, display of weekly menu.

Additional catering arrangements required in the Office

- a) 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 2nd. floor lounge for readily serving MRP items. These may include sandwich, Wafers, Biscuit, Juices, Ice-cream, salads etc.

Man-power requirement for serving tea / coffee from vending machines, lunch, and maintenance of EDR and Second Floor Lounge as also pantries on each floor.

- (i) Minimum staff requirement (**unskilled**) shall be 08 service boys (one each From 1st. floor to 07^h floor) and one staff for SIDBI Lucknow Regional Office, Ratan Square Building, Vidhan Sabha Marg, Lucknow (current address).

However, the number of tea / coffee service boys may increase / decrease as per the requirement of the Bank during the contract period. The expenditure thereof will vary accordingly.

- (ii) 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 having their food. These services should be provided to them by the above-mentioned service boys during lunch hours. **While minimum wages as applicable to Industrial workers** (unskilled class) under cleaning category shall be common for all bidders (as decided by the bank & in line with Govt; guidelines) Service agency may quote their service charges for providing 08 (eight) Service boys. The minimum wages announced by Central Labour Commissioner and applicable as on April 01, 2019 is enclosed at **Annexure VII** which will be revised from time to time.

The agency shall ensure that the persons engaged by it for the purpose shall have basic knowledge of personal grooming and hygiene, are courteous and possess good communication skills.

- 9.1 The agency shall ensure that the persons engaged by it for the purpose of serving tea/coffee wear clean uniform and shoes/socks suitable as per the season / climate (uniform to be decided in consultation with the Bank) and follow decent manners.
- 9.2 The agency shall be responsible for police verification as well as identity of persons engaged by him.
- 9.3 The agency shall issue identity cards to the person engaged by it for SIDBI and submit a copy to SIDBI for records.
- 9.4 The infrastructure provided by the Bank at the aforesaid places will be solely under the care and supervision of the agency and any damage or loss to the property will be entirely the responsibility of the agency.
- 9.5 Cleaning agent and the rinsing liquid for the dish washing and other canteen inventory will be provided by the agency.
- i. The agency shall to the satisfaction of the Bank, attend to the following: -Cleaning and upkeep of the dining and pantry areas.
- ii. Maintenance of inventory of crockery, cutlery, glassware and all other equipment provided by the bank.
10. Damages / Losses, if any, to the property of Bank by the agency or its employees or agents shall be made good by the agency on receipt of demand by Bank on that behalf and Bank's decision regarding the quantum of such losses / damages shall be final. Bank shall be entitled to recover such amount by deducting the same from any amount(s) payable by Bank to the agency for rendering the aforesaid services.
- 11.1 The Agency shall use only reputed brands of groceries, and spices, Rice (in the range of ₹80/- to ₹90/- per kg.) and source fresh seasonal vegetables & fruits and adopt the practice of soaking the vegetables in salted water to ensure that the traces of pesticides are removed before preparation of food. Cooking should be done in reputed brand of refined oil bearing Agmark & authenticated by FSSAI wherever available. The food preparation should be done under hygienic

- conditions & the food should not have excessive oil, spices, chilies and salt.
- 11.2 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.
- 11.3 The menu will be as decided by the bank. However, for the costing purpose broader outline (structure) of the menu is given for reference purpose. Sample menu and bench mark meal rates detail are given at **Annexure- VI**.

12. Maintenance of Floor Pantry & Kitchen

- 12.1 The Pantry should be cleaned thoroughly including the tiles, drains and flooring on daily basis. The chopping boards, knives should be cleaned properly on daily basis, the cleaning of the SS ware and the kitchen utensils should be done properly and the Utensils etc. should be kept sparkling clean.
- 12.2 Special cleaning of the equipment and utensils etc., including the pantry area may be done every week or as and when needed/directed by the bank.
- 12.3 Good personal hygiene should be maintained by the staff.
- 12.4 The packed food items like butter, pickles, jams, sauces etc., should not be stored beyond the expiry dates.
- 12.5 Storage of the raw food should be done properly and at the correct temperature.
- 12.6 Separate store should be maintained for grocery items.
- 12.7 The persons employed by the agency for various services as herein above shall remain always employee of the agency and shall have no claim of whatsoever nature against Bank.

13. Bid Security:

13.1 Earnest Money Deposit (EMD):

EMD (refundable) of ₹58,000/- (Rupees Fifty-Eight Thousand only) shall be paid by the bidders. The EMD shall be accepted in the form of Demand Draft/Pay Order/Bankers Cheque / Direct Credit to SIDBI's account through RTGS/NEFT of the required amount of EMD drawn in favour of "Small Industries Development Bank of India", payable at Lucknow shall be submitted alongwith **Part-I** of the Bid. Alternatively, EMD of ₹58,000/- can be provided in the form of requisite bank guarantee of a scheduled commercial bank. The bid

would be rejected in case EMD is not enclosed with **Part-I** of the bid documents.

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.

The EMD may be forfeited:

- 11.1.1. If a Service Provider withdraws its bids during the period of bid validity.
- 11.1.2. 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.
- 11.1.3. 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.

Total Security Deposit (TSD):

The Service Provider selected through the tendering process may be required to give Security deposit of **₹1,27,500/- (Rupees One lakh twenty-seven thousand five hundred 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 Lucknow renewed after one year and refundable on expiry of contract after adjustment of any dues receivable from the Service Provider. In case the bidder so decides to deposit TSD in the form of DD / Pay order, EMD will not be refunded and will be adjusted against the TSD. The format of Bank guarantee is enclosed at **Annexure VIII.**

Integrity Pact:

Bidders will have to execute an Integrity Pact on a non-judicial stamp paper of ₹ 100/- (Rupees One hundred only) and to be submitted along with Technical Bid enclosed at Annexure II. The format of Integrity Pact is enclosed at **Annexure IX.**

Miscellaneous:

- (a) The agency should undertake to ensure compliance with the requirements of **Minimum Wages Act, Contract Labour Act, 1970, EPF, ESI and also abide by all the other statutory requirements necessary in this regard.** SIDBI would neither involve itself in any matters nor be responsible, for any shortcomings arising out of the non-compliance of the necessary regulations / laws. The agency indemnifies the bank

against all monetary or other benefits to which his personnel are entitled to during the period of employment or in relation to employment under various labour laws such as minimum wages act etc. or such other statutes as applicable from time to time. The bank shall have no priority with the persons deployed by the agency in execution of the contract work.

- (b) Bank shall not, in any way be responsible to any kind of injury or loss of health to the employee of the agency while they are performing their duties in the premises.
- (c) The agency shall be entirely responsible for the conduct of its staff. In case of any misbehavior / misconduct by the staff, contractor would have to remove such staff, as advised by SIDBI. If required, the contractor may be advised to obtain police verification report of his staff employed, whenever felt necessary. In case of non-compliance, SIDBI reserves the right to withheld the payments partly and no plea in this regard shall be entertained.
- (d) The agency shall be solely responsible for all injury to the workmen that may occur due to negligence, carelessness, accidental or any other reasons whatsoever. The agency shall duly indemnify SIDBI and hold SIDBI harmless in respect of all and any such expenses arising from all such injuries or damages to any person (s) as aforesaid and also in respect of any claim made in respect of injury or damage under any act of compensation or damage consequent upon such claim.
- (e) Evaluation of the agency's performance by the Bank and decisions taken thereof shall be final and binding upon the agency. The Bank may terminate the contract at any time without giving any prior notice particularly in, but not limited to any of the following events:
 - Fraud committed by the agency
 - Serious default of the contract terms committed by the agency
 - Sub-contracting without authorization from SIDBI
 - Un-satisfactory services
 - Any violation of general terms and conditions.

.....

Annexure-I**Forwarding Letter**
(To be submitted on Vendor's Letter Head)

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

Dear Sir,

Your Tender No. 314/2020/1485/HO1/ADMIN dated June 07, 2019

This is with reference to your above-mentioned tender for selection of Catering Service Agency at SIDBI, Head Office, 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 Appendix of the tender document.

Authorized signatory:

Name: _____
Designation: _____
Phone: _____
Email: _____

Annexure – II**THE FORMAT FOR TECHNICAL BID**
[Providing Catering Service to SIDBI at its Head office, Lucknow]

FROM:

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

SI No.	Particulars	Details to be filled in by the Agency
(1)	Name of the Agency / Firm / Company (attach certificate of Registration)	
	Name of the Proprietor/ Director of the Firm / Agency / Company	
(2)	Regd. Office / Business address of the Agency / Firm / Company at Lucknow (with Telephone No. and email address)	
(3)	Date of Incorporation / Constitution. [Attach certified copy]	
(4)	PAN No. of the Agency/Firm/Company [Attach certified copy]	
(5)	Registration certificate with Labour Department [Enclose copy of registration certificate]	
(6)	Goods and Service Tax Registration No. [Enclose copy of registration certificate]	
(7)	Whether registered with Registrar of Firms / Companies? [Enclose Partnership Deed / Registration certificate with Registrar of Companies]	

(8)	PF / ESI Certificates	Certified copies required.																			
<p>Details of EMD:</p> <table border="1" data-bbox="435 309 1310 633"> <thead> <tr> <th data-bbox="435 309 890 353">Details of Demand Draft</th> <th colspan="2" data-bbox="890 309 1310 353">EMD of ₹58,000/-</th> </tr> </thead> <tbody> <tr> <td data-bbox="435 353 890 432">Demand Draft / Pay Order No.</td> <td colspan="2" data-bbox="890 353 1310 432"></td> </tr> <tr> <td data-bbox="435 432 890 510">Date of Demand Draft / Pay Order</td> <td colspan="2" data-bbox="890 432 1310 510"></td> </tr> <tr> <td data-bbox="435 510 890 555">Name of Issuing Bank</td> <td colspan="2" data-bbox="890 510 1310 555"></td> </tr> <tr> <td data-bbox="435 555 890 600">Branch Of Issuing Bank</td> <td colspan="2" data-bbox="890 555 1310 600"></td> </tr> <tr> <td data-bbox="435 600 890 633">Address of Issuing Bank</td> <td colspan="2" data-bbox="890 600 1310 633"></td> </tr> </tbody> </table>				Details of Demand Draft	EMD of ₹58,000/-		Demand Draft / Pay Order No.			Date of Demand Draft / Pay Order			Name of Issuing Bank			Branch Of Issuing Bank			Address of Issuing Bank		
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Branch Of Issuing Bank																					
Address of Issuing Bank																					
(7)	Names of All India Financial Institutions, public sector banks / undertakings, MNCs and large private sector companies where the catering service agency has provided its service in last three years to a staff strength of more than 100 persons daily (Attach list of clients with work order)																				
(10)	Turnover of the Company / Partnership Firm / Proprietorship for the Financial Year, 2015-16, 2016-17 & 2017-18 (Please attach a copy of audited Balance Sheet and Profit & Loss Account for all the three years):	<table border="1" data-bbox="890 987 1129 1189"> <thead> <tr> <th data-bbox="890 987 1134 1070">FY</th> <th data-bbox="1134 987 1382 1070">Turnover (₹ Crore)</th> </tr> </thead> <tbody> <tr> <td data-bbox="890 1070 1134 1115">2015-16</td> <td data-bbox="1134 1070 1382 1115"></td> </tr> <tr> <td data-bbox="890 1115 1134 1160">2016-17</td> <td data-bbox="1134 1115 1382 1160"></td> </tr> <tr> <td data-bbox="890 1160 1134 1189">2017-18</td> <td data-bbox="1134 1160 1382 1189"></td> </tr> </tbody> </table>	FY	Turnover (₹ Crore)	2015-16		2016-17		2017-18												
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2015-16																					
2016-17																					
2017-18																					
(11)	Whether the agency is an Income Tax Assesse having filed Income Tax returns for the Assessment Years 2016, 2017, 2018. (Attach copy of Income Tax Returns for all the three assessment Years). In case the agency is exempted from paying income tax, the exemption certificate received from IT Department may be enclosed.																				

I / We agree to abide by the terms and conditions stipulated by the Bank as mentioned in the **Appendix**.

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

Date:

SIGNATURE

Name and Seal of the firm / Company

The agencies qualifying the above pre-qualification criteria and agree to abide by the terms and conditions given in the Appendix may submit the **“Technical Bid”** in a separate sealed cover superscribing - **“Technical bid for providing catering service to SIDBI at its Head office, Lucknow”**.

Annexure – III

The Format for Financial Bid
[Providing Catering Service to SIDBI at its Head office, Lucknow]

From,

To,

The General Manager,
 Administration and Premises Vertical,
 Small Industries Development Bank of India,
 15, Ashok Marg,
Lucknow – 226001

Dear Sir,

We offer the rates for providing **Catering Service Agency at SIDBI, Head Office, Lucknow** as under:

P A R T – I				
Service (for 1 st year)	Rate (₹) quoted for 1 st year	Approx. average Consumption per day	Monthly (₹) (*)	Annually (₹)
	(A)	(B)	(C) = A * B * 20	(D) = (C) * 12
Lunch (Category 1)		40		
Lunch (Category 2)		10		
Biscuit (Fixed Rate) two times a day	4.00 per day	200	16000.00	192000.00
Total				
Service (for 2 nd year)	Rate (₹) quoted for 2 nd year	Approx. average Consumption per day	Monthly (₹) (*)	Annually (₹)
	(E)	(F)	(G) = E * F * 20	(H) = (G) * 12
Lunch (Category 1)		40		
Lunch (Category 2)		10		
Biscuit (Fixed Rate) two times a day	4.00 per day	200	16000.00	192000.00
Total				
P A R T - II				
		Agency Service Charge per Boy Rate (₹) [X]	Monthly service charges to agency for 8 service boys (Y) = [X * 8]	Annual service charges to agency for 8 service boys (Z) = (Y X 12)
Agency Service Charges, if	Minimum wages to service			

any, per service boy for supply of manpower (tea / coffee service boys)	boys shall be borne by SIDBI			
TOTAL ANNUAL EXPENDITURE (D) + (H) + (Z) **				

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

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

Please note that the number of tea / coffee service boys may increase / decrease as per the requirement of the Bank during the contract period. The expenditure towards agency service charge for the same may vary accordingly.

I / We agree to undertake the work subject to terms and conditions stipulated in **Appendix** by the Bank at the rates quoted above.

The agency may submit the “**Financial Bid**” in a separate sealed cover superscribing - “**Financial bid for providing catering service to SIDBI at its Head office, Lucknow**”.

Date:

SIGNATURE
Name and Seal of firm

ANNEXURE IV

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)

2. 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 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 / SBI 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 V**Undertaking**

I, _____, S/o _____ Proprietor /Partner / _____ Director of _____ do hereby declare and undertake as under :-

That in the capacity of Independent Labour Contractor for M/s _____, I have complied with the provisions of all laws as applicable. I have paid the wages for the month of _____ which are not less than the minimum rates as applicable, to all my employees and no other dues are payable to any employee.

That I have covered all the eligible employees under Employees' Provident Funds and Miscellaneous Provision Act and the Employees' State Insurance Act and deposited the contributions for the following months and as such no amount towards contributions whatsoever is payable.

I further declare and undertake that in case any liability pertaining to my employees is to be discharged by M/s _____ due to my lapse, I undertake to reimburse the same. M/s _____ is also authorized to deduct the same from my dues as payable.

Authorised Signatory

Annexure-VI
Sample Lunch Menu Structure

Regular Lunch (Buffet) <i>(The minimum base rate - ₹95/- Maximum upper ceiling - ₹115/- for 1st year)</i>	Fruit Lunch <i>(The minimum base rate - ₹85/- Maximum upper ceiling - ₹105/- for 1st year)</i>
Soup with bread sticks Or Butter Milk depending upon the season	Soup with bread sticks Or Butter Milk depending upon the season
Special Veg. viz., Paneer/ Mushroom/ Kofta etc. (semi gravy) #	To balance the nutritional intake, fixed portion of: (i) Soup or butter milk. (ii) Seasonal Cut Fruits (500 gms & minimum three varieties). (iii) Sauté / Boiled / Tossed Vegetables # (iv) Sweet Dish shall be part of the Fruit Lunch#
Sauté / Boiled / Tossed Vegetables #	
Seasonal Vegetable (Dry)	
Roti / Chapati / Paratha	
Pulao Rice	
Dal / Choley / Rajma	
Curd / Salad / Achar / Papad	
Cut Fruits (150 gms.) or Dessert #	

Fixed Standard Portions

\$ Broccoli, Zucchini, Baby corn, Red and Yellow capsicum, carrot, peas

Note : Provision of non-veg to be kept on Monday , Wednesday and Friday at the following rates :

Egg Curry / Omelette (2 eggs) – Additional rate - ₹20/- for 1st. Year &
- ₹25/- for 2nd. year
Fish / Chicken - Additional rate (Fixed portion)- ₹30/- for 1st. Year &
- ₹35/- for 2nd. Year

Menu for other official lunches shall/ will be decided by the Bank, the rates of which will be discussed with the selected service agency as per the structure of the Menu.

Rate ceiling for biscuits to be served with AMT & PMT is as under:

Sr No	Services	Base Rate (for 1 st year)	Base Rate (for 2 nd year)	Timings
1	Biscuits to be served with morning and evening tea	₹2/-	₹2/-	Morning 10:45 to 11:15 am Evening 03.30 to 04.00 pm

Annexure VII
Salary Break-up and Service Charges

(As per rates approved by Central Labour Commissioner, New Delhi applicable from April 01, 2019)

Particulars	Un- Skilled (₹)
Minimum Wages for 26 days (A)	15184.00
PF @12% on A to be paid by employee (B)	1822.00
ESI @ 1.75% on A to be paid by employee (C)	266.00
Total (B+C)	2088.00
Cash in hand to be received (A-[B+C])	13096.00
PF contribution @ 13.15% by the Bank (D)	1997.00
ESI contribution @ 4.75% by the Bank (E)	722.00
Bonus @ 8.33% of ₹7,000/- (F)	583.00
Total G = (D+E+F)	3302.00
Total wages payable by SIDBI H = (A+G)	18486.00

Note : GST will be paid as per applicable rates.

Annexure – VIII**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 – 226001**

WHEREAS (Name of Service Provider) (hereinafter called the “Service Provider”) has undertaken, in pursuance of Request for Proposal (RFP) No dated 2019 for providing 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 it’s currency except with the previous consent of the buyer in writing.

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

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

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

hereunder in whole or in part, including and whether or not known to us or you:

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

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

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

Signature and Seal of Guarantors ("Service Provider's Bank")

.....

Date.....

Address

.....

.....

Annexure IX**Independent External Monitor (IEM):
(To be executed on ₹100/- non-judicial stamp paper)****a) Adoption of Integrity Pact & Independent External Monitoring:**

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

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

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

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

The parties also agree as follows:

c) Commitments of the BUYER

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

ii. The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

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

d) Commitments of BIDDERS

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

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

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

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

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

- vi. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- vii. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- viii. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- ix. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- x. The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- xi. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xii. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- xiii. if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- xiv. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

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

e) Previous Transgression

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

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

f) Earnest Money (Security Deposit)

i. While submitting commercial bid, the BIDDER shall deposit an amount ₹. 58,000/- (to be specified in RFP) as Earnest Money in the form of Bank Draft or a Pay Order in favour of SIDBI

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

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

g) Sanctions for Violations

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

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

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

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

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

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

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

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

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

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

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

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

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

i) Independent Monitors

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

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

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

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

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

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

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

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

j) Facilitation of Investigation

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

k) Law and Place of Jurisdiction

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

l) Other Legal Actions

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

m) Validity

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

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

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

For & on behalf of the SIDBI with seal
with seal

For & on behalf of Contractor