



भारतीय लघु उद्योग विकास बैंक
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

**TENDER DOCUMENTS
FOR CATERING CONTRACT
AT
SIDBI MSME INTERNATIONAL TRAINING INSTITUTE (SITI)
BHUBANESWAR**

PART-I (Technical)

**The General Manager [SITI],
Small Industries Development Bank of India
Plot No. L-3, Adj. to Loyola School,
Jaydev Vihar, Bhubaneswar
ODISHA- 751013
Phone No. 0674-6050007 / 6050009**

Tender No.	Tender No. 2015 / 1036 / SITI / ADMIN dated 02 / 06 / 2014
Tender issue Date	June 03, 2014
Last Date for bid Submission	June 24, 2014, 15:00 hrs
Date of opening of technical bid	June 24, 2014, 15:30 hrs
Earnest Money Deposit	₹ 20,000/-

**Invitation to Bid for Catering services
at SIDBI MSME International Training Institute (SITI), Bhubaneswar**

1. Introduction and Requirement:

Small Industries Development Bank of India (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. It has set up the above training institute at Bhubaneswar to cater to the training needs of its staff and other stakeholders.

SIDBI invites sealed offers in two bid system from reputed agencies interested to cater and manage the serving of food in the above institute of SIDBI located at Plot No. L-3, Near Loyola School, Jayadev Vihar Bhubaneswar. The preparation and the cooking shall be done in the premises of SITI. SITI shall provide the basic kitchen facilities and crockery, cutlery and utensils for the cooking. Agency should visit the premises and facilities of SITI before submitting their quotations.

2. Bidding Information:

Purpose	Selection of “Service Provider” for providing Catering Services
Earnest Money Deposit (EMD)	₹20,000/- [to be submitted in the form of Demand Draft(DD)/ Pay Order (PO) / Bank Guarantee (BG) drawn on / from any scheduled commercial bank in favour of SIDBI payable at Bhubaneswar along with Technical Bid].
Last Date of Submission of Bids.	June 24 , 2014 by 1500 hrs
Clarifications.	Clarifications, if any, may be asked in writing through e-mail not later than June 19, 2014 by 1600 hrs on mail id. 'dasharadhi@sidbi.in' & akmishra@sidbi.in
Bid Validity	03 months from the date of submission of bids. i.e. till September 24, 2014
Address for submission of Bids	The General Manager, SIDBI MSME International Training Institute, SIDBI Building, Plot No.L-3, Near Loyola School, Jaydev Vihar, Bhubaneswar 751013 Ph:0674-6050007 / 6050009
No. of Envelopes (Non window, sealed)	02 (Two), Non-window sealed with: 1st. Envelope: (Superscribing “ OFFER FOR CATERING SERVICES - Tender No. 2015 / 1036 / SITI / ADMIN dated June 02, 2014 -Technical Bid ”) containing:

	<p>1. Forwarding letter as per format given in Annexure V.</p> <p>2. Demand Draft/ Pay Order/Bank Guarantee towards Earnest Money Deposit (EMD) for ₹20000/- [on/from scheduled commercial bank]</p> <p>3. Technical Bid details as per format given in Annexure III.</p> <p>4. Bank Mandate Form as per format given in Annexure VI.</p> <p>2nd Envelope: (Superscribing “OFFER FOR CATERING SERVICES - Tender No. 2015 / 1036 / SITI / ADMIN dated June 02, 2014 - Price Bid”) containing price bid as per format given in Annexure IV.</p>			
Date of opening of Technical Bids	June 24, 2014 at 1530 hrs.			
Date and time of opening of Price Bids	Price bids would be opened at a later date which would be notified only to the short listed Service Providers.			
Contact Details				
Name (S/Sh.)	Designation	Phone	Mobile	E-mail
D.Sridhar	Manager	0674 - 6050009	08895158379	dasharadhi@sidbi.in
A K Mishra	Manager	0674 - 6050009	09040005900	akmishra@sidbi.in

3. INSTRUCTIONS TO SERVICE PROVIDERS:

- 3.1. Service Providers are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 3.2. Any clarification to be sought by the Service Providers should be done on or before the stipulated date.
- 3.3. At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by 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 tender document should be annexed separately to the Technical bid.
- 3.11. Bid Validity: The period of bid validity shall be binding on the Service Provider, as SIDBI may award the contract at any stage on or before the expiry of the bid validity date. SIDBI, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.
- 3.12. Modification And/Or Withdrawal of Bids: Bids once submitted will be treated, as final and no further correspondence in this regard will be entertained. No Service Provider shall be allowed to withdraw the bid. SIDBI has the right to reject any or all the bids received without assigning any reason whatsoever. SIDBI shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

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 Bid.
- 4.2. Bid evaluation shall be done in two phases. In first phase only the 1st envelope will be opened on the date mentioned above. Representatives of the Service Providers may like to be present during this bid opening. Evaluation of Technical Bids shall be done with respect to terms and conditions defined in the tender. Based on the technical evaluation, Service Providers will be short listed for opening of the Price Bids.
- 4.3. In second phase, 2nd envelope containing price bids of the Service Providers short listed in the first phase shall be opened. Service Provider's representatives may like to be present during Price bid opening. Date and time of opening of the price bids shall be advised only to the Service Providers shortlisted in the first phase of evaluation, through fax/ email.
- 4.4. Accepting of application by the Bank would not guarantee the award of contract. The Bank reserves the right to accept or reject any or all applications without assigning any reason whatsoever.
- 4.5. The rate should be quoted individually for breakfast, lunch, Dinner, tea/coffee with cookies, tea/coffee with snacks and consolidated for a single day per person basis inclusive of all taxes. The consolidated rate would be considered for the purposes of comparison. The rate shall be quoted based on minimum batch of 25 persons and shall be agreeable to provide discount of 15% if the number of persons is 50 and above and 20% if the number of persons is 75 and above.
- 4.6. 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. ,
- 4.7. The Bank, on the request of the Service Providers may furnish the reasons for rejecting tender

Annexure II

Terms and Conditions

1. DEFINITIONS:

1. **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 office of SIDBI at SIDBI MSME International Training Insitute,(SITI) ,SIDBI Building, Plot L-3, Near Loyola School, Jaydev Vihar, Bhubaneswar 751013
- 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. Minimum Eligibility Criteria / Technical Bid:

- 2.1 The Service Provider should be a sole proprietary concern, partnership firm or a company and should be in existence for at least 3 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 100 persons daily.
- 2.2 The Service Provider should have achieved annual sales turnover of ₹10.00 Lakh in any two of the last three financial years *i.e.*, 2010-11, 2011-12 and 2012-13, as per the audited financial results.

- 2.3 The Service Provider should have license / permit / approval etc. from the concerned statutory authority or any other authority concerned for carrying out this type of work. They must also have necessary license to engage labour under the Labour laws. They have to produce, on demand the relevant documents.
- 2.4 The Service Provider should have personnel with relevant experience preferably with professional qualification (viz. degree / diploma in catering technology / Hotel Management etc.) at the supervisory level.
- 2.5 The Service Provider should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies during last 5 years.

3. Period of Contract :

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, in its discretion, increase the rates agreed to 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.

4. Venue :

The Catering service shall be provided at SITI, SIDBI Building, **Plot L-3, Near Loyola School, Jaydev Vihar, Bhubaneswar 751013**. The building has been provided with pantry and dining halls. The infrastructure provided by SIDBI will be solely under the care and supervision of the service provider and any damage or loss will be entirely the responsibility of the service provider.

5. Timings of service as under :-

Breakfast :	Between 08.30 a.m to 09.30 a.m
Tea/Coffee with cookies:	Between 11.30 a.m to 11.45 a.m
Lunch:	Between 01.15 p.m to 2.00 p.m
Tea/Coffee with cookies;	Between 03.30 p.m to 03.45 p.m
Evening Tea/Coffee with one snack	Between 05.45 p.m.to 06.00 p.m
Dinner:	Between 08.30 p.m to 09.30 p.m

The above timings are indicative and the actual timings may differ depending upon the timings of the programmes/sessions.

6. Kitchen Equipment :-

The basic equipments required for cooking the food and preparation of Tea/ coffee, etc. such as burners, freezers, refrigerator etc shall be provided by SIDBI. All consumable items including LPG (commercial cylinders) is required to be arranged by the service provider. Agency should visit the premises and facilities of SITI before submitting their bids.

7. Crockery :-

The crockery/ cutlery/ glassware, etc., will be provided by SIDBI. Cost of breakage (on annual basis) would be acceptable as per the following breakup :

Sl. No.	Particulars	Percentage
1	Cutlery	10%
2	Crockery	20% (except cups/ saucers)
3	Cups/ saucers	25%
4	Glassware	30%

8. Menu :-

The details of Menu are indicated below. Menu will be compiled mutually on weekly basis to avoid frequent repetition of dishes.

8.1 Tea/Coffee Service:

- (1) Good quality and branded tea bags, coffee powder, sugar cubes and milk to be used. Lemon tea will be optional in place of milk tea. Good quality/branded cookies shall be served along with tea/coffee.
- (2) Some light snacks like cutlet, samosa, bread roll, Cookies, chips, fruit cake, assorted pakodas, namkeen etc. with the evening tea/coffee.

8.2 Buffet Menu:

Breakfast	Lunch	Dinner @
(i) Cornflakes/Chocó flakes with (Hot/Cold) Milk	(i) Fresh mixed green salad.	(i) Soup (Nov. - March) Butter Milk / Jalzira / Aam Ka Pana, etc. (April to Oct.)
(ii) Fresh cut fruits	(ii) Gravy Vegetable (Paneer / Mushroom / Special Vegetables)	(ii) Fresh mixed green salad.
(iii) Bread (Butter/Jam)	(iii) Dry Vegetable	(iii) Gravy Vegetable (Paneer / Mushroom / Special Vegetables)
(iv) Boiled Egg and	(iv) Dal	iv) Gravy non-vegeterian (chicken curry, butter chicken, pepper chicken, fish curry, once in a week mutton etc.)
(v) one main item such as Aloo paratha with curd or Idly & wada with chutney & sambar or poori aloo with mutter sabji or , masala upma with chutney, etc.,	(v) Variety rice – peas rice/rice pulao etc	
(vi) Tea/Coffee	(vi) plain rice	
	(vi) Roti /chapati	(v) Dry Vegetable
	(vii) Curd/raitha , pickle & Papad	(vi) Dal
	(viii) Dessert	(vii) Variety rice – peas rice/rice pulao etc



- (viii) plain rice
- (ix) Roti /chapati
- (x) Curd/raitha , pickle & Papad
- (xi) Assorted cut fruits

@ Special menu (such as Chinese, South Indian, Mughlai etc.) on once in a week may be served in the place of normal dinner.

Note: Some amount of flexibility in the items would be desirable. Also menu items would be decided based on discussion & mutual convenience.

8.3. The costing of menu may be done considering the following:

Raw Materials:

- i.. Branded refined sunflower oil. (Nature fresh/Sundrop/fortune/Dhara)
- ii. Good quality of rice (₹ 60/- or more per kg.Basmati rice), wheat flour (Ashirvad / Shaktibhog/Annapurna/K-72 wheat flour), spices[average/ashok/goldi/catch], tea bags (Brooke Bond, Tata, Taj-Mahal), coffee (Nescafe / Bru) and other raw materials like mutton / chicken / fish, cottage cheese, fruits, which will be open to check-up at any stage of preparation without any prior notice.
- iii. Bottled water of reputed brands shall be served for drinking purpose.

Approximate Overheads

- i. Salaries and deployment of about 6 staff (service/kitchen) including 1 supervisor from 9.00 a.m. to 9.00 p.m. on all working days subject to proper cleaning and closing of pantry and dining areas.
- ii. Uniforms (including dresses and shoes etc.) of the staff and its maintenance
- iii. Solid fuel/ LPG (Commercial Cylinder)
- iv. Other misc. items

Infrastructure to be provided by SIDBI:

- i.. Pantry with basic requirements for cooking of food.
- ii. Crockery, cutlery, glassware and chaffing dishes.
- iii. Dining area with table, chairs and buffet counters.
- iv. Electricity connections/points for Electrical Equipment/ Infrastructure being provided by the Bank.

Number of persons:

- i The number of persons will differ from programme to programme. While most of the days the strength would be 25-30. It may go upto 90 persons if there are more programmes on the same day. The programmes may be for about 200 days in a year with average packs of 40.This may differ depending upon the number of programmes that may be conducted based on the policy of SIDBI.

- ii. The rate should be quoted individually for breakfast, lunch, Dinner, tea/coffee with cookies, tea/coffee with snacks and consolidated for a single day per person basis inclusive of all taxes. The consolidated rate would be considered for the purposes of comparison. The rate shall be quoted based on minimum batch of 25 persons and shall be agreeable to provide discount of 15% if the number of persons is 50 and above and 20% if the number of persons is 75 and above.

9. Kitchen - Cleanliness & Hygiene:-

The service provider shall ensure highest standard of hygiene. The essential items like insect/fly catchers may have to be installed. The cleanliness and maintenance of the utensils used for cooking and transportation of food items is to be ensured. In case of unsatisfactory/unhygienic quality of food item(s) breach of any of the terms of accepted tender document or lapse in services, deductions will be made as penalty which will be solely decided by SIDBI. The kitchen will be under the constant supervision of SIDBI and any lapse or breach of any of the terms will be taken seriously and can lead to termination of the contract immediately. The food should be hygienically cooked and portioned in stainless steel containers, covered properly. Good quality raw materials shall be used for the preparation of food.

10. Quality Control and Supervision

The service provider shall use / provide all good quality items and maintain high standard of hygiene and cleanliness. Workers of service provider shall also maintain proper hygiene and properly dressed in clean uniform. SIDBI may entrust the job of regular supervision/quality control and finalisation of weekly menu to an officer/team of officers constituted out of its officers and other staff members. SIDBI shall advise the service provider suitably for improvement in the services/quality of food items based on the services provided.

11. Catering Staff :-

The kitchen as well as the service staff shall be employed/ engaged by the service provider and SIDBI shall not in any way be responsible for their terms of employment/ engagement. The service provider shall take all precautions and ensure that all statutory laws are followed. SIDBI shall not be responsible in any way for any accident(s) of the staff engaged by the caterer. The staff shall be properly dressed in neat and tidy uniform besides being courteous, well mannered and attentive. They should be conversant with the basics of the trade. One supervisor with decision taking capability as well as authority along with service staff, should be present in the premises from 09.00 a.m. to 09.00 p.m. on working days and as per requirement of SIDBI on weekends/ public holidays.

12. 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. . However, in case the services or quality of food supplied by the service provider are not found satisfactory and hygiene is not maintained by the service provider despite repeated reminders, the Bank shall have right to terminate the contract without any notice to the

contractor, besides levying of penalty as may be solely decided by the SIDBI subject to maximum of ₹20,000/-.

13. Security Deposit :-

Successful service provider shall deposit an amount of ₹40,000/- towards Security Deposit [SD] for satisfactory performance of contract which notwithstanding the above, would be forfeited by SIDBI in case the services of the service provider are terminated by SIDBI on the grounds of unsatisfactory / irregular services, breach of any of the terms of the accepted tender document or quality of food. SD will be refunded after satisfactory completion of contract period.

14. Upkeep and Maintenance of pantry/ dining areas :-

The service provider has to ensure that every day after operations, the pantry/ dining halls/ chafing dishes and all the crockery and cutlery is cleaned and kept in order before closing for the day.

15. Pre-bid Clarifications:

- 15.1 The intending Service Providers will have to send their queries by email to mail id (dasharadhi@sidbi.in / akmishra@sidbi.in) by **June 19, 2014**, (4 pm) 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.
- 15.2 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.

16 . Rates:

- 16.1 No escalation in rates will be permitted during the first year of contract period. However, if quality of food items served and services rendered are found upto acceptable level by the Performance Reviewing Authority, the Bank may, in its discretion, increase the rates mentioned in this document upto maximum of 10% (ten percent) at the completion of initial year of the contract. Should there be an unprecedented rise in the price of food items during 2nd year of the contract and Bank decides to review the overall ceiling, the Service Provider can put in a request to the Bank for a reasonable increase in the rate for Bank's consideration in the 3rd year if the contract is extended beyond two years. Any decision in this regard by the Bank shall be final, conclusive and binding on the Service Providers.
- 16.2 No advance will be paid.
- 16.3 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.

16.4 Prices quoted by the Service Providers should include all local taxes, Sales tax, VAT, duties, levies and transportation costs etc.

17. TERMS OF PAYMENT: The payment terms of the Bank are as under:

- 17.1. 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 the Bank in the first week of every month (bills for food & services provided in the preceding month). The Bank after scrutiny will release the payments within 7-10 working days from the date of bill submission under normal circumstances.
- 17.2. All the payments including refund of EMD will be made by SITI, SIDBI Bhubaneswar 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**.
- 17.3. At the time of claiming the payments including refund of EMD, Service Provider will be required to confirm in writing the bank a/c and other details furnished in Bank Mandate Form. In case of any changes, Bank Mandate Form would require to be re-furnished.
- 17.4 The Service Provider must accept the payment terms proposed by the Bank. The price bid submitted by the Service Provider must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Service Provider, in case of delays or defaults on the part of the Service Provider. Such withholding of payment shall not amount to a default on the part of the Bank.

18. EARNEST MONEY DEPOSIT:

- 18.1 The Service Provider submitting the bids will have to deposit EMD of ₹20,000/- (Rupees twenty thousand only) by way of DD/PO/BG drawn or from a scheduled commercial bank in favour of '**Small Industries Development Bank of India**', payable at **Bhubaneswar** along with the Technical Bid.
- 18.2 Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 18.3 The Service Provider selected through the tendering process may be required to give security deposit of ₹.40,000/- (Rupees Forty thousand 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 Bhubaneswar refundable on expiry of contract after adjustment of any dues receivable from the Service Provider.
- 18.4 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.
- 18.5 Request for exemption from EMD will not be entertained.

18.6 The EMD may be forfeited:

- 18.6.1. If a Service Provider withdraws its bids during the period of bid validity.
- 18.6.2. 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.
- 18.6.3. In case of successful Service Provider, if the Service Provider fails to accept the order/ sign the contract within the stipulated time.

19. Quotation and Process of Selection:

- 19.1. 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 General Manager, SIDBI MSME International Training Institute, SIDBI Building, **Plot L-3, Near Loyola School, Jaydev Vihar, Bhubaneswar 751013**.
- 19.2 The cover will be required to be handed over at Reception, Ground Floor, Small Industries Development Bank of India (SIDBI), SIDBI MSME International Training Institute, SIDBI Building, Plot L3, Near Loyola School, Jaydev Vihar, Bhubaneswar 751013 on or before 15:00 hours on 24.06.2014.
- 19.3. The quotation (Technical Bid only) will be opened at 15:30 hours on 24.06.2014 in the presence of the Service Providers, who wish to remain present.
- 19.4 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, at the discretion of SIDBI.
- 19.5 A Committee of officials of the Bank will be visiting the locations where the Service Provider is providing its services and operating its base kitchen to evaluate its capability and verify the claims stated in the technical bid document. The Service Providers who satisfy the criteria will only be considered for further tendering process and their price bid will be opened.

20. 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.

21. USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 21.1 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.

- 21.2 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.

22. SUBCONTRACTS:

- 23.1 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.

23 . APPLICABLE LAWS:

- 23.1 The Contract shall be interpreted in accordance with the laws prevalent in India.
- 23.2 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 tender document 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.

24 . FORCE MAJEURE:

- 24.1 . 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.
- 24.2 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.

25 . RESOLUTION OF DISPUTES:

- 25.1 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 tender document and the breach that may result.
- 25.2 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.
- 25.3 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.
- 25.4 Arbitration proceedings shall be held at Bhubaneswar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 25.5 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 Bhubaneswar, India only.
- 25.6 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.
- 25.7 A notice shall be effective when delivered or on the notice's effective date, whichever is later. Any dispute between the Service Provider and the Bank, which cannot be settled by negotiation, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Bhubaneswar, India and conducted in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Bhubaneswar alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final and binding. The Service Provider shall not be entitled to suspend the provision of the catering services, pending resolution of any disputes and shall continue to render the catering services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Service Provider and the Bank or the subsistence of any arbitration or other proceedings.
- 25.8 25.8 The contract shall be governed by and construed in accordance with the laws of India and the Courts in Bhubaneswar shall have the exclusive jurisdiction to try any suit, proceedings in connection therewith / in that behalf.

XXXXXXXXXXXXXX

Annexure– III

THE FORMAT FOR TECHNICAL BID

APPLICATION FOR CATERING ARRANGEMENTS AT SITI, SIDBI BHUBANESWAR

From:

.....

To:

The General Manager,
SIDBI MSME International Training Institute,
SIDBI Building, **Plot L-3, Near Loyola School,**
Jaydev Vihar, Bhubaneswar 751013.

Sl. No.	Particulars	Details to be filled in by the Catering Service Provider
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 (Attach copy of registration)	
8	Whether registered with Sales Tax Department? Date of Registration.	
9	Whether registered with Health Department / or any other authority? Date of Registration.	
10	Whether registered with Labour Department? Date of Registration.	
11	Whether registered with Central/State Excise/Income Tax Department for Service Tax? Date of Registration.	
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. (b)Profit for the above financial years	2010-2011 - 2011-2012- 2012-2013-
13	Bank Details Name of the Bank Branch Type of Account Account Number 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	Annual Turnover at each of the Catering location/s (at least three locations)	<table border="1"> <thead> <tr> <th></th> <th>Name of location</th> <th>Annual Turnover</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> </tbody> </table>		Name of location	Annual Turnover	1			2			3						
			Name of location	Annual Turnover														
		1																
		2																
3																		
17	Name, Designation & Contact details of the key person at the above indicated location/s from the Contracting Establishment.	<table border="1"> <thead> <tr> <th></th> <th>Name of location</th> <th>No. of years</th> <th>No. of persons served</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Name of location	No. of years	No. of persons served	1				2				3			
	Name of location	No. of years	No. of persons served															
1																		
2																		
3																		
18	Please indicate the particulars of the personnel with relevant professional qualifications (viz., Degree / Diploma in Catering Technology / Hotel Management) at the Supervisory level?																	
19	Particulars of Payment towards EMD of ₹20,000/- (Rupees Twenty Thousand Only) Draft No. / Pay Order No. Dateddrawn 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:...../...../2014

Authorised Signatory:

Name:

Designation:

Phone:

Email id:



Annexure - IV

**P A R T - II
THE FORMAT FOR FINANCIAL BID
(Catering Arrangement)**

From,
.....
.....
.....

To,
The General Manager,
Small Industries Development Bank of India,
SIDBI Building, **Plot L-3, Near Loyola School,**
Jaydev Vihar, Bhubaneswar 751013

SI.No	Particulars	Rate in ₹ (per person)
1	Breakfast	₹..... (Pl. Write in words also)
2	Lunch	₹..... (Pl. Write in words also)
3	Dinner	₹..... (Pl. Write in words also)
4	Tea / Coffee (with cookies/snacks for three times)	₹..... (Pl. Write in words also)
	Total per day/per person	₹..... (Pl. Write in words also)

The above rates are inclusive of all applicable taxes including service tax. We are aware that all the payments shall be subject to TDS/Service Tax, as applicable at the time of payment. We are also aware that the comparison will be based on the total cost per day/per person.

I / We agree to abide by the terms and conditions stipulated by the Bank and mentioned in the **Appendix to Annexure I** at the rates quoted above.

Date: **SIGNATURE**
Name and Seal of firm

(This format shall be sent in a separate sealed cover superscribing - "FINANCIAL BID FOR CATERING ARRANGEMENT REF - NEWSPAPER ADVERTISEMENT DATED

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 CATERING ARRANGEMENT - REF - NEWSPAPER ADVERTISEMENT DATED

xxxxxxx



Annexure - V

Forwarding Letter

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

To:

The General Manager,
SIDBI MSME International Training Institute,
SIDBI Building,
**Plot L3, Near Loyola School,
Jaydev Vihar,
Bhubaneswar 751013.**

Dear Sir,

Your Tender No. 2015 / 1036 / SITI / ADMIN dated June 03 , 2014

This is with reference to your above mentioned tender for Selection of “Service Provider” for providing catering services in the Banks premises at SITI, Bhubaneswar. 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:...../...../2014

Authorised Signatory:

Name:

Designation:

Phone:

Email:



Annexure - VI

BANK MANDATE FORM
(To be submitted in Duplicate)

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

1. Name of "Service Provider" : _____
"Service Provider" Code (if applicable): _____

2. Address of the "Service Provider" : _____

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____
(if applicable)

3. Particulars of Bank account:

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



4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : _____

Date : _____

Signature of the party / Authorized Signatory

.....
.....

Certified that particulars furnished above are correct as per our records.

Bank's stamp :

Date :

(Signature of the Authorized Official from the bank in which the a/c is held)

N.B.: RTGS/NEFT charges if any, is to be borne by the party

^{1,2}: Note on IFSC / MICR

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.
