



भारतीय लघु उद्योग विकास बैंक (सिडबी)

भूखंड सं.- एल-3, सिटी भवन, लोयला स्कूल के पास, जयदेव विहार, भुवनेश्वर-751013 में स्थित सिडबी के प्रशिक्षण संस्थान में कैटरिंग सेवा के लिए सेवाप्रदाताओं को सूचीबद्ध करने के लिए आवेदनपत्र आमंत्रित करता है।

निविदा सं. 2020/0/सिटी/ ADMIN

**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA (SIDBI)
INVITES APPLICATIONS**

FOR

EMPANELMENT OF SERVICE PROVIDERS FOR CATERING SERVICES FOR
THE TRAINING INSTITUTE OF SIDBI LOCATED at Plot No.L-3, SITI Building,
Adjacent to Loyola **School, Jayadev Vihar Bhubaneswar - 751013**

TENDER NO. /2020/0/SITI/ ADMIN

मुहरबंद निविदा भेजने की अंतिम तिथि : 10 जून 2019 को अपराह्न 15:00 बजे तक है।

LAST DATE OF SUBMISSION OF SEALED TENDER: June 10, 2019 UPTO 15:00

HRS

महाप्रबंधक [सिटी],

भारतीय लघु उद्योग विकास बैंक

भूखंड सं. एल-3, लोयला स्कूल के पास,

जयदेव विहार, भुवनेश्वर

ओडिशा - 751 013

दूरभाष सं. - 0674-2304100

**The General Manager [SITI],
Small Industries Development Bank of India
Plot No. L-3, Adjacent to Loyola School,
Jaydev Vihar, Bhubaneswar
ODISHA - 751 013
Phone No. 0674-2304100**

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (सिडबी) की संपत्ति है। सिडबी की लिखित अनुमति के बिना इलेक्ट्रॉनिक अथवा अन्यथा किसी भी प्रकार या माध्यम से, इसकी प्रतिलिपि (कॉपी), वितरण या रिकार्ड न किया जाए। प्राधिकृत व्यक्तियों / एजेंसियों द्वारा भी यहाँ

उल्लिखित उद्देश्यों के अतिरिक्त, इस दस्तावेज़ में दी गई विषयवस्तु का उपयोग कड़ाई से निषिद्ध किया जाता है। इससे प्रतिलिप्याधिकार (कॉपीराइट) का उल्लंघन होता है और यह भारतीय कानून के अंतर्गत दंडनीय अपराध की श्रेणी में आता है।

This document is the property of Small Industries Development Bank of India (SIDBI). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without SIDBI's written permission. Use of contents given in this document, even by the authorised personnel / agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

इस निविदा दस्तावेज़ के जवाब में बोलीदाताओं द्वारा दी गई जानकारी सिडबी की संपत्ति होगी और वापस नहीं की जाएगी। सिडबी को इस निविदा दस्तावेज़ में संशोधन करने, इसे रद्द करने या पुनः जारी करने का अधिकार है और ये सभी संशोधन बोलीकर्ताओं को सूचित किए जाएंगे और ऐसे सभी संशोधन उन पर बाध्यकारी होंगे।

The information provided by the bidders in response to this tender document will become the property of SIDBI and will not be returned. SIDBI reserves the right to amend, rescind or reissue this tender document and all amendments will be advised to the bidders and such amendments will be binding on them.

आपसे अनुरोध है कि आप संलग्नकों में प्रदत्त अनुसूची और नियमों एवं शर्तों तथा प्ररूपों का कड़ाई से अनुसरण करते हुए अपनी बलियाँ जमा करें।

You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in Annexures and formats attached.

सूचीबद्धता दस्तावेज / EMPANELMENT DOCUMENT

इस दस्तावेज में निम्नलिखित शामिल हैं / This document consists of the following :

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| <p>a. खानपान सेवाएँ प्रदान करने हेतु सेवाप्रदाताओं को सूचीबद्ध करने के लिए आवेदनपत्र आमंत्रित करने की सूचना (नोटिस)।
Notice inviting applications for empanelment of Service Providers for providing Catering Services.</p> <p>b. कार्य का व्यापक दायरा / Broad Scope of work</p> <p>c. पात्रता मानदंड / Eligibility Criteria</p> <p>d. इच्छुक आवेदकों के लिए सामान्य नियम और अनुदेश / General rules and instructions to the intending applicants</p> <p>e. सूचीबद्धता के लिए आवेदनपत्र का प्ररूप / Application formats for empanelment</p> |
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क. भुवनेश्वर में स्थित सिडबी के प्रशिक्षण संस्थान के लिए खानपान सेवाओं के लिए सूचना (नोटिस)।

A. Empanelment Notice for CATERING SERVICES FOR THE TRAINING INSTITUTE OF SIDBI LOCATED AT BHUBANESWAR.

- भारतीय लघु उद्योग विकास बैंक (सिडबी) एक अखिल भारतीय वित्तीय संस्था है जो सूक्ष्म, लघु और मध्यम उद्यमों की वित्तीय ज़रूरतें पूरी करता है। बैंक का प्रधान कार्यालय लखनऊ में है। बैंक ने भुवनेश्वर में अपने कर्मचारियों और अन्य हितधारकों की प्रशिक्षण आवश्यकताएँ पूरी करने के लिए उपर्युक्त प्रशिक्षण संस्थान (सिटी) की स्थापना की है।

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 (SITI) at Bhubaneswar to cater to the training needs of its staff and other stakeholders.

- सिडबी उन प्रतिष्ठित और सुस्थापित, खानपान सेवाप्रदाताओं से सूचीबद्धता के अनुरोध आमंत्रित करता है, जो भूखंड सं. - एल 3, सिटी भवन, लॉयला स्कूल के निकट, जयदेव विहार, भुवनेश्वर - 751013 में स्थित सिडबी के उपर्युक्त संस्थान में भोजन की व्यवस्था करने और तत्संबंधी प्रबंध करने में रुचि रखते हों।
- SIDBI invites request for empanelment from reputed and well established catering service providers interested to cater and manage the serving of food in the above institute of SIDBI located at Plot No.L-3,

1. परिभाषाएँ / DEFINITIONS:

1. इस संविदा में निम्नलिखित शब्दों की व्याख्या निम्नवत् होगी :

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

1.1. 'बैंक' से तात्पर्य है भारतीय लघु उद्योग विकास बैंक (सिडबी);

The "Bank " means Small Industries Development Bank of India (SIDBI);

1.2. "सेवाप्रदाता" का अर्थ है – कोई ऐसा व्यक्ति, एकल स्वामित्ववाला प्रतिष्ठान या फ़र्म या एलएलपी या कंपनी, जो इस सूचीबद्धता के अंतर्गत भोजन और सेवाओं की आपूर्ति करती है या करने का इरादा रखती है;

The "Service Provider" means an individual, proprietary concern or firm or LLP or company supplying or intending to supply the Food and Services under this empanelment;

1.3. "सेवाओं" से तात्पर्य उन सेवाओं से है, जो भोजन की आपूर्ति और तत्संबंधी सेवा तथा खानपान से जुड़ी कोई अन्य प्रासंगिक सेवा से जुड़ी हों।

The "Services" means those services ancillary to the supply & service of food & any other incidental service related to catering.

1.4. "टीसीसी" का अर्थ है इस खंड में निहित संविदा की शर्तें और निबंधन;

"TCC" means the Terms and Conditions of Contract contained in this section;

1.5. "साइट" का अर्थ है सिडबी एमएसएमई अंतरराष्ट्रीय प्रशिक्षण संस्थान, (सिटी), भूखंड सं. एल -3, सिटी भवन, लोयला स्कूल के निकट, जयदेव विहार, भुवनेश्वर - 753 013 में स्थित सिडबी का कार्यालय।

The "Site" means the office of SIDBI at SIDBI MSME International Training Institute, (SITI), Plot L-3, SITI Building, Adjacent to Loyola School, Jaydev Vihar, Bhubaneswar - 751 013

1.6. सेवाप्रदाता और बैंक के बीच संबंध विक्रेता और क्रेता के होंगे और खानपान सेवाएँ (भोजन की आपूर्ति) बिक्री और खरीद के आधार पर होंगी।

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. बोली संबंधी जानकारियाँ / Bidding Information:

<p>उद्देश्य Purpose</p>	<p>खानपान सेवाएँ उपलब्ध कराने के लिए सूचीबद्धता हेतु “सेवाप्रदाता” का चयन Selection of “Service Provider” for Empanelment for providing Catering Services</p>
<p>तकनीकी बोली प्रस्तुत करने की अंतिम तिथि Last Date of Submission of Technical Bids.</p>	<p>10 जून 2019, 15:00 बजे June 10 , 2019, 15:00 hrs</p>
<p>स्पष्टीकरण Clarifications.</p>	<p>यदि किसी स्पष्टीकरण की आवश्यकता हो, तो 03 जून 2019 को 16:00 बजे तक priyamba@sidbi.in & manisha@sidbi.in पर ई-मेल के माध्यम से लिखित रूप में पूछा जा सकता है। Clarifications, if any, may be asked in writing through e-mail not later than June 03, 2019 by 16:00 hrs on mail ids. priyamba@sidbi.in & manisha@sidbi.in</p>
<p>बोली की वैधता Bid Validity</p>	<p>तकनीकी बोलियाँ खोले जाने की तिथि से 03 माह 03 months from the date of opening of technical bids.</p>
<p>पैनल की वैधता Validity of Panel</p>	<p>3 वर्ष के लिए, किंतु पूर्णतः सिडबी के विवेक से इसे अतिरिक्त 2 वर्षों के लिए बढ़ाया जा सकता है। 3 years but can be extended for another 2 years at the sole discretion of SIDBI.</p>
<p>बोलियाँ प्रस्तुत करने के लिए पता Address for submission of Bids</p>	<p>महाप्रबंधक / The General Manager, सिडबी अंतरराष्ट्रीय प्रशिक्षण संस्थान, SIDBI MSME International Training Institute, भूखंड सं. एल-3, सिटी भवन, Plot No.L-3, SITI Building, लॉयला स्कूल के समीप Adjacent to Loyola School, जयदेव विहार /Jaydev Vihar, भुवनेश्वर / Bhubaneswar 751013 दूरभाष / Ph : 0674-2304100</p>

<p>लिफाफों की संख्या (विंडोहित, मुहरबंद) No. of Envelopes (Non window, sealed)</p>	<p>(एक), विंडोहित मुहरबंद लिफाफा : (One), Non-window sealed Envelope: (जिसके ऊपर "केटरिंग सेवाओं के लिए प्रस्ताव - निविदा संख्या /2020/0/SITI/ADMIN दिनांक 17 मई, 2019 - तकनीकी बोली" लिखा हो) जिसमें निम्नलिखित हों : (Superscribing "OFFER FOR CATERING SERVICES – ...Tender No. /2020/0/SITI/ADMIN dated May 17, 2019 -Technical Bid") containing: 1.संलग्नक III में दिए गए प्ररूप के अनुसार अग्रेशन-पत्र Forwarding letter as per format given in Annexure III. 2. संलग्नक II दिए गए प्ररूप के अनुसार तकनीकी बोली का विवरण Technical Bid details as per format given in Annexure II. 3. संलग्नक IV में दिए गए प्ररूप के अनुसार बैंक अधिदेश फॉर्म Bank Mandate Form as per format given in Annexure IV.</p>			
<p>तकनीकी बोली खोलने की तिथि Date of opening of Technical Bids</p>	<p>10 जून 2019 को अपराहन 15:30 बजे June 10, 2019 at 15:30 hrs.</p>			
<p>संपर्क विवरण Contact Details</p>				
<p>नाम श्री/श्रीमती /कुमारी Name (S/Sh./Ms.)</p>	<p>पदनाम Designation</p>	<p>दूरभाष Phone</p>	<p>मोबाइल Mobile</p>	<p>ई-मेल E-mail</p>
<p>प्रियंबदा सेठी Priyambada Sethi</p>	<p>प्रबंधक Manager</p>	<p>0674 - 2304100/ 109</p>	<p>08527832106</p>	<p>priyamba@sidbi.in</p>
<p>मनीषा चौधुरी Manisha Choudhury</p>	<p>प्रबंधक Manager</p>	<p>0674 - 2304100/ 110</p>	<p>09582730990</p>	<p>manisha@sidbi.in</p>

B. Broad Scope of Work

The Service Provider shall perform the work mentioned below specified by the Employer (SIDBI) and render in connection therewith all the professional services covering in particular the following:

- SIDBI requires the Service Provider to provide all kinds of catering services at SITI, Plot No.L-3, SITI Building, Adjacent to Loyola School, Jaydev Vihar, Bhubaneswar - 751 013.
- **The services would not be required as and when training programmes/ any other events, workshops, meetings etc are not conducted at the Institute. In other words, the Service Provider may not be required to provide its services during the period when there is no program at Site.**

1. Number of persons:

The number of persons will differ from program to program. While most of the days, the strength would be 20-30. It may go upto 90 persons if there are more programs on the same day. The programs may be for about 100 days in a year with average pax of 25. This may differ (lower or higher) depending upon the number of programs that may be conducted based on the policy of SIDBI. **There should not be any minimum pax criteria per day. However, in case number of pax is below 15, the service provider shall provide prepared foods from its base kitchen and neatly displayed in buffet in hot bin marry. Roti/phulka/chapatti/nan, etc., shall be prepared at SITI kitchen only. In no case quality and hygiene of foods /service will be compromised.**

2. 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.
3. Except as provides above, on all days 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.
4. The building has been provided with pantry and dining hall. 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. The required services include the following:

Breakfast	:	Between 08.00 a.m to 09.30 a.m
Tea/Coffee with cookies:		Between 11.15 a.m to 11.30 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 snack		Between 05.45 p.m.to 06.00 p.m
Dinner:		Between 08.30 p.m to 10.00 p.m

The above timings are indicative and the actual timings may differ depending upon the timings of the programmes /sessions. The Service Provider must understand this aspect and should cooperate accordingly.

6. The basic equipment's 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) are required

to be arranged by the service provider. Service Provider should visit the premises and facilities of SITI before submitting their bids.

7. The crockery/ cutlery/ glassware, etc., will be provided by SIDBI. Cost of breakage (on annual basis) would be acceptable (maximum level) 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 will be compiled mutually on weekly basis to avoid frequent repetition of dishes. Detailed sample menu shall be provided to empaneled caterers for seeking financial bids.

Breakfast	Lunch	Dinner @
<p>(i) Assorted Juice/ Green Coconut water</p> <p>(ii) Cornflakes/Choco flakes of reputed brands with (Hot/Cold) Milk</p> <p>(iii) Fresh cut fruits (seasonal)</p> <p>(iv) Bread (Butter/Jam)</p> <p>(v) Boiled Egg / Masala Omlette</p> <p>(vi) Two main items such as Aloo paratha with curd and Poha with green chutney / Idly & wada with chutney & sambar / Poori with Aloo sabzi and Upma / , masala Dosa with chutney -sambhar and veg cutlet / Veg. Uttapam with chutney -sambhar and coleslaw sandwich / Biri Kachori with aloo sabzi and jalebi etc.,</p> <p>(vii) Tea and Coffee and Nimbu pani etc.</p>	<p>(i) Soup (Burnt Garlic / Tomato Dhania Shorba / Sweet Corn etc.) / Jaljira / aam ka panna etc.</p> <p>(ii) Fresh mixed green salad.</p> <p>(iii) Gravy non-vegetarian (chicken curry, butter chicken, pepper chicken, fish curry, once in a week mutton etc.)</p> <p>(iv) Gravy Vegetable (Paneer / Mushroom / Special Vegetables. Ex. Shahi Paneer / Veg Kofta / matar mushroom / malai kofta etc.)</p> <p>(v) Dry Vegetable Ex. Aloo Gobhi/ bhindi-do pyaza /Baingan Bharta / Stuffed Parwal / Stuffed Karela etc.</p>	<p>(i) Soup (Burnt Garlic / Tomato Dhania Shorba / Sweet Corn etc.) / Jaljira / aam ka panna etc.</p> <p>(ii) Fresh mixed green salad.</p> <p>(iv) Gravy Vegetable (Paneer / Mushroom / Special Vegetables Ex. Shahi Paneer / Veg Kofta / matar mushroom / malai kofta etc.)</p> <p>(iv) Dry Vegetable Ex. Aloo Gobhi/ bhindi-do pyaza /Baingan Bharta / Stuffed Parwal / Stuffed Karela etc.</p> <p>(v) Dal (Arhar Dal/ dal Tadka / Dal fry / Dal Pancharatna etc.)</p>

(vi) Dal (Arhar Dal/ dal Tadka / Dal fry / Dal Pancharatna etc.)	(vi) Variety rice – peas Pulao / Kashmiri Pulao Onion Mint Pulao etc (viii) plain rice
(vii) Variety rice – peas Pulao / Kashmiri Pulao Onion Mint Pulao etc.	(vii) Roti /chapati/ Lachaha Parantha / Kulcha
(viii) plain rice	(viii) Curd/raita (Pineapple Raita / Boondi Raita), pickle & Papad
(ix) Roti /chapati / Lachaha Parantha / Kulcha	(ix) Dessert (any one) [Kheer/Rabdi /Chhena Poda/Rasgulla/ Malpua/Kulfi (branded)/ good quality Ice creams viz. tutti-frutti, butterscotch, etc.)
(x) Curd/raita (Pineapple Raita / Boondi Raita), pickle & Papad	
(xi) Dessert (any one) [Kheer/Rabdi /Chhena Poda/Rasgulla/ Malpua/Kulfi (branded)/ good quality Ice creams viz. tutti-frutti, butterscotch , etc.	

@ Special menu (such as Chinese, South Indian, Rajastani, Mughlai, Mexican, Odia Food, etc.) at least twice in a week may be served in the place of normal dinner/Lunch.

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

9. Good quality and branded products, raw materials etc viz. Branded refined sunflower oil / rice bran oil. (Nature fresh/Sundrop/fortune/Dhara), Good quality of rice (₹ 70/- or more per kg. Basmati rice), wheat flour (Ashirvad/Shakti bhog/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, shall be used for cooking by the Service Provider.

10. Bottled water of reputed brands shall be served for drinking purpose. Water bottles on demand/ need basis and cannot be rationed.

11. The food as above needs to be served on requirement basis and should not be rationed.

12. Approximate Overheads expected (To be borne by the vendor):

- A) 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.
- B) Uniforms (including dresses and shoes, etc.) of the staff and its maintenance
- C) Solid fuel/ LPG (Commercial Cylinder)
- D) Other misc. items

13. 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.

14. Kitchen - Cleanliness & Hygiene:

The service provider shall ensure highest standards 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 empanelment 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. The utensils are to be washed/cleaned/maintained by the vendor in good condition. The Service Provider will be responsible for removal of the garbage and keep the assigned premises clean.

15. 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.

16. 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 finalization 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. **Any loss due to substandard services / quality of food items shall be the responsibility of the service provider and shall be made good by the**

service provider. It shall also indemnify SIDBI against all types of claims / losses due to substandard service / quality of food.

17. 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 and all necessary permissions / approval from local / state authorities have been obtained in this regard and are valid during the entire period of contract. **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.

18. The Service Provider will provide packed food where applicable shall prepare the food items in their base kitchen, transport the same in closed van, hygienically packed, re-heat before serving and serve the same in designated dining areas / cabins in a hygienic manner.

19. The Service Provider shall comply with all statutory requirements including compliance of all labour and safety regulations and its observance by the contractors employed and Liaisoning with local authorities, if any. The service provider shall ensure that all permissions, approvals are valid during the entire period of contract.

C. ELIGIBILITY CRITERIA

1. The Service Provider should be an individual, a sole proprietary concern, partnership firm or a company or LLP and should have at least 5 years of experience in providing in-house multi-cuisine catering (i.e, Veg, Non-veg, Regional Cuisine like South Indian, North Indian, etc, Chinese, Continental etc) to reputed organizations like All India Financial Institutions/ public sector undertakings, MNCs, large private sector companies, Training Institutes of Financial Institutions/Banks/PSUs ,and Educational Institutes of repute. The time period of 5 years shall be reckoned as on April 01, 2019. Service Providers shall preferably be providing catering services to an average of at least 50 persons daily.
2. The service provider shall preferably be based in Bhubaneswar with base kitchen in Bhubaneswar. Service Providers having pan India services/existence may also be eligible for participating in the bidding process provided they have already a representative establishment and/or base kitchen locally at Bhubaneswar.
3. The Service Provider should have achieved annual sales turnover of ` 10 lakh in any one of the last two financial years, *i.e.*, 2016-17 and 2017-18, as per the audited financial results.

4. The Service Provider should have satisfactorily completed at least Two Catering works of similar nature of aggregate value not less than Rs.30.00 Lakh, or One Catering work of similar nature of aggregate value not less than Rs.20.00 Lakh during the past three financial years i.e, 2016-17 and 2017-18, 2018-19.
5. 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 or persons with sound experience in the field.
6. The Service Provider should be an income tax assessee and should have filed Income Tax return for the last 3 assessment years. Service Provider to be in profit during the last three financial years.
7. The Service Provider should have valid Goods and Service Tax (GST) registration, PAN Card, Address proof etc. as applicable from concerned statutory authority / competent authority concerned and shall furnish copies of relevant documents on demand.
8. The Service Provider should have license / permit / approval, etc., from the concerned statutory authority or any other authority concerned, as applicable, for carrying out this type of work. They must also have necessary license to engage labour under the Labour laws, as applicable. They have to produce, on demand the relevant documents.
9. 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. Track record of the Service Provider shall be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police/Court/Regulatory authorities against the Service Provider. The Service Provider must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority. A declaration shall be furnished to this effect.
10. The Service Provider should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The Service Provider shall give details of all disputes it had with its clients and furnish the status thereof.
11. The Service Provider should have a professional reputation and the quality of services provided by them should be of acceptable standard. SIDBI may inspect the works of the Service Provider to assess quality and performance.
12. The Service Providers are required to attach the requisite satisfactory documents as proof towards pre-qualification, along with their application. Failure to submit the same may result into rejecting the application. SIDBI reserves the right to cross check the information furnished and may obtain confidential report from their previous clients. SIDBI reserves the right to reject any or all applications at any stage without assigning any reason, thereof.

D.GENERAL RULES AND INSTRUCTIONS TO THE INTENDING APPLICANTS:

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.

2. Any clarification to be sought by the Service Providers should be done on or before the stipulated date.
3. At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment. Amendment, if any, shall be hosted on SIDBI Website (www.sidbi.in).
4. 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.
5. 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.
6. 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.
7. The envelope 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.
8. 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.
9. Deviations, if any, to the terms of the tender document should be annexed separately to the Technical bid.
10. **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.
11. **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.

12.TENDER METHODOLOGY, BID EVALUATION & AWARD OF CONTRACT:

1. The tender methodology proposed to be adopted by SIDBI will be "ONE BID SYSTEM" i.e., Technical Bid.
2. Bid evaluation shall be done in one phase. The envelope for technical bid 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 empanelment for providing services on the basis of the Bank's requirement. Short listed bidders for empanelment on qualifying technical bid shall be advised only through letter/ email.

3. Accepting of application by the Bank would not guarantee the award of the empanelment contract. The Bank reserves the right to accept or reject any or all applications without assigning any reason whatsoever.
4. As and when required SIDBI will award the contract to the successful empaneled Service Provider through competitive quotation and selection shall be substantially responsive and will be determined as the LOWEST (L1) PRICE WITH QUALITY ASSURANCE.
5. The Bank, on the request of the Service Providers may furnish the reasons for rejecting tender.

13. All the intending Service Providers are also requested to note following important provisions.

6. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
7. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
8. If deemed fit, the Bank may procure minimum of 20% of the contract value of any goods or services from MSEs. Further, the Bank reserves the right to procure part work/services (about 4% out of above 20%) to MSEs owned by SC and ST entrepreneurs, if found suitable. Provided, these MSEs quoting price within the price band of L1 +15% & bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank.
9. Further, such MSEs would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit. In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
10. Service Providers desirous of availing preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP/RFQ.
11. The Service Providers shall agree to execute contract Integrity Pact as per extant CVC guidelines and agree to avoid all forms of corruption by following a system which is fair and transparent and free from any influence during and subsequent to the currency of the contract. The Service Providers shall also agree that there shall be an Independent External Monitor as per extant cvc guidelines who would review independently and objectively, whether and to what extent parties have complied with their obligations. The Service Providers shall submit Integrity Pact on non judicial stamp of requisite date to this effect.

14. VALIDITY OF PANEL

The panel of prequalified Catering Service Providers shall be normally valid for a period of 3 years but can be extended for another 2 years at the discretion of SIDBI. Service Providers whose performance is not found satisfactory will be removed from the panel. SIDBI reserves the right to use the said panel for services of similar nature at other locations also.

15. Notice for Termination of Contract :

The empanelment can be terminated by the Service Provider by giving three months' notice while the Bank can terminate the empanelment by giving one month's 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 empanelment without any notice to the service provider, besides levying of penalty as may be solely decided by SIDBI subject to maximum of security deposit.

E. APPLICATION FORM, ETC.

1. The applications in the prescribed Format along with all supporting documents like copies of PAN card and latest Income-Tax return filed, list of work completed / in hand with their value during last 5 years, work completion certificates, list of personnel available, details of registration / empanelment with different institutions, etc.
2. The applications should reach General Manager [SITI], Small Industries Development Bank of India, Plot No. L-3, Adjacent to Loyola School, Jaydev Vihar, Bhubaneswar - 751 013, Odisha on or before **June 10,2019 upto 15.00 Hrs.**
3. Service Providers who shall be found eligible after scrutiny of applications, documents, site visits to the earlier work, etc. shall be empanelled and financial offers (quotation for professional fee) for the proposed works shall be invited from them. No other advertisement shall be released.
4. Interested Service Providers who satisfy the criteria should apply with complete details in the following format.
 - 1 . Format for technical bid/application (Annexure-II)
 - 2 . Format for similar jobs executed / in hand (Annexure II A & II B)
 - 3 . Format for details of empanelment with other institutions (Annexure II C)
 - 4 . Format for details of Resources / Infrastructure (Annexure II D).
 - 5 . Forwarding letter (Annexure III)
 - 6 . Bank Mandate Form (Annexure IV)
 - 7 .Integrity Pact (Annexure V)

5. Security Deposit :-

Successful service provider shall deposit an amount of ` **83,000/-** (Rupee eighty three thousand) towards Security Deposit [SD] for satisfactory performance 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 within 15 days after satisfactory completion of contract period.

6. Pre-bid Clarifications:

- 6.1. The intending Service Providers will have to send their queries by email to mail id (priyamba@sidbi.in / manisha@sidbi.in) (on both e-mail ids) by **June 03,2019** (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.

- 6.2. 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.

7. Rates:

- 7.1. On need basis, quotations will be called from empaneled service providers. Each component wise rate shall be quoted by the service providers. Services shall be availed on L1 basis with assurance of quality in service and food.
- 7.2. No advance will be paid.
- 7.3. 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.
- 7.4. Prices quoted by the Service Providers should include all taxes duties, levies and transportation costs, etc.

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

- 8.1. Payment to service provider shall be made on either per programme basis or monthly basis. Service provider shall raise the invoices for services provided during the programme / month and submit the bill / consolidated bills to the Bank within one week / in the first week of every month (bills for food & services provided in the preceding month). The Bank after scrutiny shall endeavour to release the payments within 7-10 working days from the date of bill submission under normal circumstances.
- 8.2. All the payments 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 - IV.
- 8.3. The Service Provider must accept the payment terms proposed by the Bank. The price quotations to be submitted by the successful empanelled service providers during availing the services on need basis shall 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.

9. Bidding and Process of Selection:

- 9.1. Interested Service Providers will be required to submit their offer in one bid, viz., "Technical bid" in the format indicated in **Annexure II**. The bid will be required to be put in separate sealed covers with superscription "Technical 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, **Plot L-3, SITI Building, Adjacent to Loyola School, Jaydev Vihar, Bhubaneswar - 751 013.**

9.2. 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, Plot No.L3, SITI Building, Adjacent to Loyola School, Jaydev Vihar, Bhubaneswar - 751 013 on or before 15:00 hours on May 27, 2019.

9.3. The quotation (Technical Bid) will be opened at 15:30 hours on **June 10, 2019** in the presence of the Service Providers, who wish to remain present.

9.4. 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.

9.5. 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 empanelment.

10. Agreement :

The successful Service Providers have 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 Providers for empanelment.

11. USE OF TENDER DOCUMENTS AND INFORMATION:

11.1. The Service Provider shall not, without the Bank’s prior written consent, disclose the document, 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 assignment / empanelment. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

11.2. The Service Provider will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

12. SUBCONTRACTS:

The Service Provider shall not assign or sub-contract to others, in whole or in part its obligations to perform under the empanelment except with the Bank’s prior written consent.

13. APPLICABLE LAWS:

13.1. The empanelment shall be interpreted in accordance with the laws prevalent in India.

13.2. COMPLIANCE WITH ALL APPLICABLE LAWS: The Service Provider shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this 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 or mishap 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.

13. FORCE MAJEURE:

14.1. 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.

14.2. .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 empanelment as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15. RESOLUTION OF DISPUTES:

15.1. 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.

15.2. 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.

15.3. The Service Provider shall continue work under the empanelment 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.

- 15.4. 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;
- 15.5. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the empanelment, the parties shall be subject to the jurisdiction of courts at Bhubaneswar, Odisha, India only.
- 15.6. Any notice given by one party to the other pursuant to this empanelment shall be sent to the other party in writing or by letter and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 15.7. 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 as provided in Cl 15.2 above..
- 15.8. 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.

xxxxxxxxxxxxxxxx

THE FORMAT FOR TECHNICAL BID

APPLICATION FOR CATERING ARRANGEMENTS AT SITI, SIDBI
BHUBANESWAR

From:

.....

To

The General Manager,
SIDBI MSME International Training Institute,
Plot L-3, SITI Building,
Adjacent to 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 Brach Office / Base Kitchen	
4	Date of Incorporation/Constitution	
5	PAN/TAN Nos. of the Service Provider	
6	GST 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 two financial years. (year-wise). Please attach a copy of CA certified audited Balance Sheet and P & L Statement. (b)Profit for the above financial years	2016-2017- 2017-2018-
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)		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.		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 / his or her experience) at the Supervisory level ?				
19	Whether the applicant was blacklisted by any client / agency	Yes / NO If Yes, please furnish details.			

* 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.

Annexure-II(A)

Particulars in respect of similar jobs/assignments in the last five years

S No	Name of the service provided with address	Name and address of the client with contract numbers	Value of contract	Date of award of contract	Duration of contract

Please enclose the copies of contract / agreement and certificate from the client (employer) for each of the contract.

Annexure-II (B)

Particulars in respect of similar works in hand

S No	Nature of the service provided with address	Name and address of the client with contract numbers	Value of contract.	Date of award of contract	Stipulated duration of contract	Present status

Please enclosed the copies of contract/agreement with the client (employer) for each work

Annexure-II (C)

Details of empanelment with other institution

S No	Name and address of institution with contact No	Category / Type of work for which empanelled	Registered/ empanelled for value of work upto `	Date of empanelment and validity	Details of certificate / letter from the Institution / Bank, etc. if any

Please enclose the copies of letter of empanelment of each organization

Annexure -II (D)

Details of Resources (Manpower & Infrastructure Facilities)

1	Details of Manpower	

2	Details of infrastructure facilities available	
3	Any other relevant information.	

Forwarding Letter

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

To:

The General Manager,
SIDBI MSME International Training Institute,
Plot L3, SITI Building,
Adjacent to Loyola School, Jaydev Vihar,
Bhubaneswar 751013.

Dear Sir,

Your Tender No. /2020/0/SITI/ADMIN. dated May 17, 2019

This is with reference to your above mentioned tender for Selection of “Service Provider” for empanelment for providing catering services in the Banks premises at SIDBI, SITI, Bhubaneswar. We have read and understood the terms and conditions of the tender document and 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 I** of the tender document.

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

Authorised Signatory:

Name:

Designation:

Phone:

Email:

BANK MANDATE FORM
(To be submitted in Duplicate)

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

1. Name of "Service Provider" :

"Service Provider" Code (if applicable):

2. Address of the "Service Provider" :

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____
(if applicable)

3. Particulars of Bank account:

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

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect

information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : _____

Date : _____

Signature of the party / Authorized Signatory

.....
.....

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

Bank's stamp :

Date :

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

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

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

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

.....

Annexure -V

INTEGRITY PACT

(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

General

This pre-contract Agreement (hereinafter called the Integrity Pact) is made at Bhubaneswar on ____ day of the month of____, 2019 between Small Industries Development Bank of India, having its office at SIDBI MSME International Training Institute at Plot No. L-3, Jayadev Vihar, Opp. Loyala School, Near XIMB square, Bhubaneswar -751013 (hereinafter called the "Services Receiver" or "SIDBI", which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and

M/s _____ represented by Shri _____, _____ (hereinafter called the Service provider" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Service Receiver uses the catering services and the service provider is providing the catering services and

WHEREAS the Service provider is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Service Receiver is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

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

:-

Enabling the Service receiver to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and

the distortionary impact of corruption on public procurement and Enabling service provider to abstain from bribing or indulging in any corrupt practice in order to secure the contract and the Service receiver will commit to prevent corruption in any form by its officials by following transparent procedures.

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

Commitments of the Service Receiver

1.1. The Service Receiver undertakes that no official of the Service Receiver, 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 Service Provider, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

Commitments of Service Provider

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

3.1. The Service provider 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 Service Receiver, connected directly or indirectly with bidding/ contract process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2. The Service provider 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 Service Receiver 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 disfavour to any person in relation to the contract or any other contract with the Government.

3.3. Service Provider shall disclose name and address of agents and representatives and shall also disclose their foreign principals and associates.

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

3.5. The Service Provider further confirms and declares to Service Receiver that the Service Provider is the original integrator/service provider of security services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to Service Receiver or any of its functionaries, whether officially or unofficially to the award of the contract to the Service Provider, 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.

3.6 The Service Provider, 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 Service Receiver or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agreed upon for such payments.

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

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

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

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

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

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

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

3.13 The Service Provider 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 Service Receiver.

4. Previous Transgression

4.1. The Service Provider 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 the Service Provider's exclusion from the contract process.

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

5. Sanction of violation.

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

- i. To immediately calloff the pre contract negotiations without assigning any reason or giving any compensation to the Service Provider.
- ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/ Performance Bond) (furnished to SIDBI) shall stand forfeited either fully or partially, as decided by SIDBI and SIDBI shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the Service Provider
- iv. To recover all sums already paid by SIDBI, and in case of Indian Service Provider with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Service Provider from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the Service Provider from the Service Receiver in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Service Provider, in order to recover the payments, already made by SIDBI alongwith interest.

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

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

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

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by SIDBI with Service Provider, the same shall not be opened.

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

5.2 SIDBI will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the commission by the Service Provider or any one employed by it or acting on its behalf (whether with or without the knowledge of the Service Provider), 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.

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

6 Fall Clause

6.1 The Service Provider undertakes that it has not supplied/is not supplying similar services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found

at any stage that similar services was supplied by the Service Provider to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Service Provider to the Service Receiver, if the contract has already been concluded.

7 Independent Monitors

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

7.2 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.

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

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

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

7.6 The Service Provider (s) accepts that the Monitor has the right to access without restriction to all Project documentation of SIDBI including that provided by the Service Provider. The Service Provider 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 Service Provider /Subcontractor(s) with confidentiality

7.7 SIDBI 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

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

8. Facilitation of Investigation

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

9 Law and Place of Jurisdiction

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

10 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.

11 Validity

11.1 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 SIDBI and the Service Provider.

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

12 The parties hereby sign this integrity Pact, at _____ on

SIDBI

SERVICE PROVIDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

Witness

1.

2.

Witness

1.

2.

* * * * *