

Tender ID	AMR201912033
Date	20.12.2019



SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., (SBIIMS),

(WHOLLY OWNED SUBSIDIARY OF SBI)

AMARAVATI CIRCLE OFFICE

INVITES e-TENDERS ON BEHALF OF SBI

THROUGH E-TENDERING PROCESS

FOR

**ANNUAL CONTRACT FOR CATERING
SERVICES AT
STATE BANK INSTITUTE OF LEARNING &
DEVELOPMENT (SBILD), TIRUPATI,
CHITTOOR DISTRICT, ANDHRAPRADESH.**

PART1: TECHNICAL BID FOR PRE QUALIFICATION

PART2: COMMERCIAL PRICE BID

Note: Firm should possess valid digital signature for this e-tender.

Last date for submission of e-Tender: 3.00 P.M. (IST) on **09.01.2020**

Opening of Technical-Bid of e-Tenders: 4.00 P.M. (IST) on **09.01.2020**

**The Vice president,
SBI Infra Management Solutions Pvt. Ltd.
Amaravati Circle Office
2nd Floor, SBI Amaravati LHO Building,
Gunfoundry, Abids
Hyderabad – 500 001
Ph: 040-23387364, 365**

Signature of contractor

NOTICE INVITING TENDER (NIT)

NAME OF WORK: e-TENDER Notice for ANNUAL CONTRACT FOR CATERING SERVICES AT STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT (SBILD), TIRUPATI, CHITTOOR DISTRICT, ANDHRAPRADESH.

1	Name of the work	E-Tender Notice for ANNUAL CONTRACT FOR CATERING SERVICES AT SBILD, TIRUPATI, CHITTOOR DIST., ANDHRA PRADESH.
2	Cost of Tender Processing Fee	Rs.3,000/- to be paid through State Bank Collect ONLY as detailed under; 1) login https://www.onlinesbi.com 2) Select SB Collect from Top Menu, click the check box and "Proceed" 3) Select "All India" in "State of Corporate/Institution" & Select "Commercial Services" in "Type of Corporate/Institution" then "Go" 4) Select " SBI Infra Management Solutions pvt. Ltd" in Commercial Services Name and "Submit" 5) Select "Tender Application Fee" in "Payment Category" and enter the "Tender ID" exactly as given in first page top of this tender(characters in uppercase only). 6) Fill up all fields such as email, GST No., Mobile No, Vendor/Firm Name etc and make payment. 7) Enclose payment receipt having unique reference No. along with EMD.
3	Date and place where tender forms are available (From_____ to _____)	FROM 20.12.2019 to 09.01.2020 at https://etender.sbi/
4	Pre-Bid Meeting date, time and place	On 30.12.2019 at 3.00 PM at SBILD, TIRUPATI
5	Last date, time and place for submission of Technical bid and Price Bids	Date: 09.01.2020 by 3:00 pm at https://etender.sbi
6	Earnest Money Deposit (EMD)	Rs.42,000.00 By DD drawn in in favour of SBI Infra Management Solutions Pvt. Ltd. payable at Hyderabad EMD should be submitted physically at SBI Infra Management Solutions Pvt. Ltd. Amaravati Circle Office 2 nd Floor, SBI Amaravati LHO Building, Gunfoundry, Abids, Hyderabad – 500 001 Ph: 040-23387364, 365 e- mail id: headand.sbiims@sbi.co.in before 09.01.2020 by 3:00 pm Note: Hard copies of Technical papers also to be submitted
7	Date, Time and place of opening of tenders (Technical Bid).	Date: 09.01.2020 at 4.00 PM at SBI Infra Management Solutions Pvt. Ltd. Amaravati Circle Office 2 nd Floor, SBI Amaravati LHO Building, Gunfoundry, Abids, Hyderabad – 500 001 Ph: 040-23387364, 365 email id : headand.sbiims@sbi.co.in

Signature of contractor

		Technical Bid of those firms/contractors who do not submit EMD shall be rejected. Representatives of Bidder may be present during opening of Technical Bid. However Technical Bids would be opened even in the absence of any or all of the bidder's representatives.
8	Date, time and place of Price-Bid Opening.	On a subsequent date, which will be communicated to such bidders through email who qualify in the Technical Bid. Representative of Bidder may be present during opening of Price Bid. However, Bids would be opened even in the absence of any or all of the Bidder's representatives.
9	Bidder Contact Details	Bidder to Provide following information: 1.Name of the Company 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax number 5.Mobile Number & email.
10	Validity period of the tender.	90 days from last date for receipt of tender
11	Electronic Payment	Electronic payment shall be preferred. All the contractor must furnish details such as 1) Name of the their bank 2) Name of their branch 3) Account number 4) Name of the account holder as in the bank account 5) IFSC No of the branch 6) PAN number.
12	Agency for arranging online bidding	e-Procurement technologies Limited, Ahmedabad. Primary Contact Numbers:- M:- 9081000427, 9904407997 Sujith Nair:- 079-68136857, sujith@eptl.in Jaymeet Rathod:- 079-68136829, jaymeet.rathod@eptl.in Vinayak Khambe:- 079-68136835, vinayak.k@eptl.in Nadeem Mansuri:- 079-68136853, nadeem@eptl.in Nandan Valera:- 079-68136843, nandan.v@eptl.in Hemangi Patel:- 079-68136852, hemangi@eptl.in Kanchan Kumari:- 079-68136820, kanchan.k@eptl.in Deepak Narekar:- 079-68136863, deepak@eptl.in Anshul Juneja:- 079-68136840, anshul.juneja@eptl.in Salina Motani:- 079-68136831, salina.motani@eptl.in Devang Patel:- 079-68136859, devang@eptl.in Alternate Contact No:- Shubhangi Banodiya:- 079-68136815, 9879996111, shubhangi@auctiontiger.net You are requested to contact the agency for further guidance on E tendering

The D.D./ B.C. of E.M.D. shall be submitted/sent (otherwise the tender shall be summarily rejected) at the above-mentioned address on or before the opening date/time.

The contractor has to provide their E-mail id, contact nos. and postal address in the bid documents. Henceforth, all official communication form Bank/SBIIMS shall be through E-mail and SMS also.

The SBIIMS reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.

The Vice president
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Signature of contractor

1. Purpose:

Annual Contract for Catering services at the said place.

2. Invitation:

The bidders desirous of taking up the job for supply of above Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. This RFP seeks response from Bidders who have the necessary experience, capability & expertise to provide Catering and Caretaker services adhering to Bank's requirement outlined in this RFP. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder. The bidders have to submit the Bid covering letter along with documents as per Annexure- 'A'.

3. Eligibility Criteria:

Bid is open to all Bidders who fulfill the eligibility criteria. The bidders have to submit the details of eligibility criteria as per Annexure-B.

4. Disclaimer:

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank reserves the right to accept or reject any Bid/offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

Bank reserves the right to cancel the entire Bidding / procurement process at any stage without assigning any reason whatsoever.

5. Earnest Money Deposit (EMD)

Bidder to submit the EMD as mentioned in NIT as Bid Security in the form of **DD drawn in** in favour of SBI Infra Management Solutions Pvt. Ltd. payable at Hyderabad.

EMD (Demand Draft) should be kept in the envelope containing technical Bid. Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected. The EMD of the unsuccessful bidders will be returned after the completion of the tender process. Successful Bidder's EMD will be returned upon the bidder signing the contract and submitting the required Performance Bank Guarantee.

No interest is payable on the amount of EMD.

If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation for the RFPs to be floated by the Bank during next one year, at the sole discretion of the Bank.

6.The EMD may be forfeited:

If a Bidder withdraws or amends its bid during the period of Bid validity specified herein: or If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract; or in case of a successful Bidder, if the Bidder fails: To sign the contract with the Bank within a period of 30 days; or to furnish Security / Performance Guarantee to the Bank.

7. Performance Bank Guarantee (BG)

The selected bidder would be required to submit a performance Bank Guarantee to the Bank for an amount equivalent to two months' value of the contract within 15 days from the issue of work order. The bank guarantee will be valid for a period of 13 months or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder. The bank guarantee should be issued by any scheduled commercial bank, other than SBI. A format for BG is attached as per Annexure -F.

The Performance Bank Guarantee is required to protect the interest of the Bank against the risk of nonperformance of the successful bidder or breach of performance of the conditions of the contract which may warrant invoking of Bank Guarantee (BG). Also, if any act of the Contractor results in imposition of Liquidated Damages then the Bank reserves the right to Invoke the Performance Bank guarantee.

8. Bidding Document:

8.1 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid. Bank will not responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

8.2 Content of Bidding Document

8.2.1 The bidding document provides overview of the requirements, bidding procedures and contact terms. It includes Introduction, Instructions to Bidder, and Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.

8.2.2 The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines

for Bidders. Furthermore, during the RFP process, SBI is entitled to issue corrigendum / addenda to item RFP information relevant to the Scope of Work. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the RFP or any addenda. The same will be published on Bank's website <https://bank.sbi>.

8.3 Clarifications & Amendments:

8.3.1 If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

8.3.2 The Bidders requiring any clarification on the bidding documents should submit written queries during pre bid meeting

8.3.3 At any time prior to the deadline for submission of bids, SBIIMS may modify or alter the bidding document by issuing an amendment.

8.3.4 Any clarification issued by SBI will be in the form of an addendum corrigendum and will be available in SBI's website – <https://bank.sbi>. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be Informed to all through SBI's website (procurement news).

***Contractors/Bidders are advised to visit website till one week before the due date of For any Corrigendum/Addendum and the same should be enclosed with the technical bid.**

9. Bidding Process:

The bids shall be submitted online through e-tendering platform <https://etender.sbi>. Technical Bid shall be submitted online and a hard copy shall be submitted or before the date of submission of the tender. TECHNICAL-BID will be opened and evaluated first. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Only those who qualify in the Technical Bid shall be eligible to be considered for Commercial Bid opening and next stage of tendering process. The Commercial Bids of those who do not qualify in the Technical Bid will not be opened and they cannot participate in the next state tendering process.

Commercial Bids of Bidders who are qualified in the Technical Bid evaluation will only be opened and the Bidder who quoted the lowest rate will be eligible for award of catering Contract.

10.Preparation and Submission of Bids:

10.1 The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder must be written in English.

10.2 Vendor must provide specific and factual replies to specific questions asked in the RFP.

10.3 a) The bidders shall confirm that he has quoted for all the items / services mention in the bid in their commercial bid.

b) Supporting documents in respect of Eligibility Criteria as mentioned in Annexure- B.

d) Bidder's information as per Annexure -D on bidder's letter head.

iv. Audited balance sheets and profit and loss account statement for last 3 years

v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

vi. Response to all points of the Technical evaluation format as per Annexure-C.

10.4 Bid prices:

The prices should be specified only in “Commercial Bid(e tender)” and must not be specified at any other place in the bid document. The price quoted should inclusive of minimum wages (Central Govt.), EPF, ESIC, Bonus, escalation on account of increase in minimum wages during the contract period of initial one year and renewable at the same terms and contract period of another one year, including profit, lump sum payment towards the cost such as Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, consumables etc. Excluding GST.

10.6 Revealing of Prices:

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid and failure to do so would result disqualification and rejection of the bid.

10.7 Pre-Bid Meeting:

The Bank shall organize a pre-bid meeting as mentioned in NIT. All communications regarding points / queries requiring clarifications shall be given in writing to “The Vice President, SBI Infra Management Solutions Pvt Ltd (SBIIMS), 2nd Floor, SBI Amaravati LHO Building, Gunfoundry, Hyderabad - 500001”. Necessary corrigendum if any will be published in the website.

10.8 Validity of Bids:

Bid shall remain valid for 90 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the Bank in writing or by FAX. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the bidder to revise /modify the bid document.

10.9 Bid Integrity:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the bids with accompanying documents will become property of SBI.

10.10 Format and Signing of Bid

10.10.1 The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Commercial Bid and other requested information.

10.10.2 All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

10.10.3 Any interlineations, erasures or overwriting shall be valid only if the Person(s) signing the bid sign(s) them in full.

Bid should be typed and submitted on A4 size paper, spirally bound securely and in serial order. Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.

10.11 Bid Currency:

Prices shall be expressed in Indian Rupees only.

10.12 Late Submission of bids:

Any bid received by the Bank after the due date and time will be rejected.

10.13 Modification and Withdrawal of Bids:

Once bid is submitted no modification is permissible. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

11. Opening and Evaluation of Bids:

11.1 Opening of Technical Bid: All the Bids will be opened at the date, time & locations mentioned. The technical bids will be open in the presence of representatives of the bidders who choose to attend.

11.2 Evaluation process

11.2.1 Preliminary examination:

The bids will be examined by the Bank to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation. After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/ services offered by them.

Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

11.2.2 Technical Evaluation:

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in Annexure B) and technical information submitted as per technical bid format and site visits.

Bids meeting the eligibility criteria & having complied with the points of Technical Bid shall be qualified for price bid opening & evaluation / E-tendering.

Commercial Evaluation:

Bidder should provide final price only.

Note: The Bidders should ensure to follow the minimum wages (Central Govt.) Labour act, ESIC, EPF, Bonus, Insurance and all statutory obligations, etc. while quoting the final price in the commercial bid. The price quoted are inclusive of minimum wages (Central Govt.), EPF, ESIC, Bonus, profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes, uniform, consumables, required tools & machineries, etc.

11.2.4. Final Evaluation:

Lowest bidder (L1) as per Price Bid will be awarded the contract. **In case of tie between two or more contractors, it will be broken through lottery system and work will be allotted to the lottery winner/successful bidder**

11.2.5. e-tendering:

The online e-tendering will be conducted by M/s E-Procurement Technologies Ltd (abc procure/auction Tiger), Ahmedabad. guidelines may be obtained from them, contact details are given in the NIT.

12.Award & Signing of contract:

SBIIMS will notify successful bidder (L1) in writing by letter that its bid has been accepted. The Selected bidders has to return the duplicate copy of the bank within 7 working days duly Accepted, Stamped and Signed by Authorized in token of acceptance.

Signature of contractor

The successful bidder shall be required to enter into a contract with the Bank, within 15 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, BG and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.

13.Subcontracting

As per scope of the RFP, subcontracting is explicitly prohibited.

14.Cancellation of Contract

The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least one (1) month, without assigning any reason.

15.Liquidating Damages

If contractor fails to perform services in the technical specifications and scope of work with the requisite quality, minimum qualification of the manpower and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent up to 5% of the monthly bill.

16. Statutory and other Regulations

The Contractor shall comply with all the statutory obligations of the Government of India / State Governments / Municipal Authorities and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Contractor.

17.Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

i)If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises& Estate)/Dy. General Manager (Premises)and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (Premises& Estate)/Dy. General Manager (premises) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Premises& Estate)/Dy. General Manager (premises) in writing in the manner and within the time aforesaid.

ii) The Assistant General Manager (Premises & Estate)/Dy. General Manager (premises) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Premises & Estate)/Dy. General Manager (premises) submit his claims to the conciliating authority namely the Circle Development officer /General Manager (Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises & Estate) / Dy. General Manager (premises)

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Dy. Managing Director & Corporate Development Officer of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager/Dy. Managing Director & Corporate Development Officer. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/Dy. Managing Director & Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made here under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

18.1 Inspection:

The Bank shall have the right to inspect duties being performed by the personnel, and the quality of materials used, to ensure that the Contractor is effectively carrying out the obligations under the catering Contract. All questions relating to the performance of the obligations under the catering Contract, and all the disputes and differences which shall arise either during or after the agreement

period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Bank, whose decision shall be final, conclusive and binding on the Contractor.

The Bank may also require that the Contractor should get the quality and quantity of material used by him, and the jobs completed / executed by him, certified by an official of the Bank, before the bills related to those items/ jobs are paid by the Bank.

18.2. Powers to Vary or Omit Work

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms its instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

In any case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

18.3 No Waiver of Bank Rights or Successful Bidder's Obligations

Any indulgence, forbearance or waiver granted or shown by the Bank will not prejudices the rights of the Bank nor shall it relieve the successful bidder from carrying only his obligation under the contract.

19. Deduction from Monthly Costs

The Bank reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-adherence to agreed quality of materials or services have been received or noticed by the Committee comprising of four members specifically constituted for the purpose, without assigning any reason whatsoever and no claim will be entertained in this regard.

The Contractor shall reimburse the Bank all costs, charges, damages or expenses which the Bank may have paid, (which the contractor is obliged under this Contract to pay) within 30 days upon written request of the Bank, failing which such costs, charges, damages or expenses including statutory payments, if any shall be deducted / recovered / set off by the Bank against the bills raised by the Contractor or from any money due or becoming due to the Contractor under the

Maintenance Contract or may be recovered by action under law or otherwise from the Contractor or by invoking the Bank Guarantee furnished by the Contractor.

20. Period of Contract:

Initial period of the contract is 01 (one) year. After initial contract period of one year the contract may be renewed on the same terms and conditions for a further period of one year, at the discretion of the Bank.

21. Commencement Period:

The work has to be commenced immediately an award of the contract in favour of the successful bidder. If the Contractor delays the commencement of the work for more than 7 days after award of the contract or such exceeded time as may be intimated to the successful bidder. The Bank will be at liberty to cancel the award of contract without giving any notice. Failure to commence the contract within the above period will lead to forfeiture of the EMD amount.

22. Manpower, Wages, etc.

The contractor should ensure to comply with all the provisions of Labour Act / State /Central Govt. Agreed procedures. The Contractor shall be solely responsible for compliance of provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. Rules, allowances, compensations, EPF, Bonus, gratuity, Insurance, ESIC, etc. relating to personnel engaged by them. The Bank shall have no liability in this regard.

The Contractor should obtain necessary labour license form statutory authorities for deploying man power.

All personnel provided by the Contractor will be on the payrolls of the Contractor / Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Bank.

a) That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior written permission from the Bank.

b) The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.

c) Contractor's personnel or their family members shall not be allowed to stay / reside at site.

d) The documents related to submission of EPF, ESIC, salary paid, etc, to the respective statutory bodies has to be submitted along with next month bill to Dept. for scrutiny.

e) The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013"

23. Safety, Security, etc.

a) That the Bank shall not be liable for any compensation in case of any fatal injury / death caused to any of the Contractor's employees while performing/ discharging their duties/ visiting Bank's premises for inspection or otherwise. The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who are engaged for maintenance work.

b) In no case, safety norms shall be violated.

c) The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at Bank's premises. The Contractor alone shall be fully responsible for safety and security & insurance or life insurance of their personnel.

d) The Contractor should issue valid Company identity cards to all their staff personnel who will be providing services under this contract.

e) The Contractor shall provide and ensure that the personnel engaged by them wear protection gears like safety shoes, hand gloves, fully body safety belts, ladders, etc.

f) The Contractor shall ensure to get the police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good character and conduct.

g) The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against Bank now or at a future date. The contractor will at the request of the authorized officer of the Bank / Establishment will remove from the work place any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and / or is not courteous, polite with the employees of the Bank or its customers. The contractor should undertake to thoroughly verify the antecedents, addresses, qualifications, character, family background and technical qualification etc. of its personnel.

a) The Contractor shall ensure that necessary tools and equipment are always available for the purpose of attending repairs on emergency basis.

b) All Contractor personnel will be subjected to physical checking while coming and leaving the premises. The contractor should maintain a register of its personnel who carry out the work and such register shall be kept open for inspection by the Bank as and when required.

c) The contractor is required to maintain First Aid kits for use whenever it becomes necessary.

24. Payment Terms:

10 Payment of wages/EPF/ESI etc. to all the workers engaged by the contractor should be through an Account maintained with any Scheduled Commercial Bank which should be witnessed of an officer of the Bank and evidences should be submitted to the Bank.

11. The performance of the contractor shall be monitored by the SBILD based on the feedback on quarterly basis.

25. Termination of the Contract

The Bank reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement by the Contractor, one month notice. The Bank also reserves its right, to claim damages for such breaches and the decision of the bank in this regard shall be final. Bank can terminate the agreement if the services provided by the Contractor are found to be unsatisfactory. Delivery of the services and performance of the services shall be made by the contractor in accordance with the time schedule and other terms and conditions as specified in the RFP. Any delay in performing the obligation/ defect in performance by the contractor may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and /or termination of contract.

26. Force Majeure

Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, explosion, strikes/ Bandh, civil commotion or anything beyond the control of either party. The party shall make all reasonable endeavors to minimize any such delay.

27. Governing Language

Signature of contractor

The contract and all correspondence / communications and other documents pertaining to the Contract, shall be written in English.

28. Signing of Agreement of Contract

This tender document shall be the basis for the catering Contract to be entered into with the successful tenderer and the offer shall be strictly in line with the terms specified herein. No deviation from the terms and conditions specified shall be acceptable. For this purpose, the tenderer shall submit all the documents as specified in this tender duly signed and stamped on each page as a token of acceptance.

29. **Income Tax** will be deducted on the gross amount of the monthly bill at the rates notified under Income Tax Act, 1961, from time to time by Govt. of India.

30. Necessary insurance policy for all employees who are engaged for maintenance works, for safety & security & third party Insurance to be obtained.

Annexure -IV

SPECIAL TERMS & CONDITIONS-TENDER FOR CATERING SERVICES:

The Catering Contract / Arrangement in the event of award of contract among other usual conditions will also be subject to the following special terms and conditions:

1. The Caterer shall arrange for cooking and serving of food on a daily basis for **60 to 70 participant** trainees (approx.) at the **SBILD** Premises. He shall adhere to the following schedule.

	ITEM	TIMINGS
A	Bed Tea/Coffee (Daily six sachets of Tea/Coffee/Sugar/Milk and one packet of branded biscuits to be provided in the Occupants Hostel Rooms)	As required by SBILD
B	Breakfast (Dining Hall)	7.45 a.m. to 9.00 a.m.#
C	Forenoon Tea/Coffee with biscuits (sweet & salt) (Classrooms/Dining Hall*)	11.00 a.m. to 11.30 a.m.#
D	Lunch (Vegetarian only)	12.45 p.m. to 2.00 p.m.#
E	Afternoon Tea/Coffee biscuits	3.00 p.m. to 3.30 p.m.#
F	Evening Tea with snacks (Classrooms/Dining Hall*)	5.00 p.m. to 6.00 p.m.#
G	Dinner (Veg/Non-Veg) (Dining Hall*)	8.00 p.m. to 9.30 p.m.#

* Forenoon, Afternoon & Evening Tea are to be served in the dining hall on holidays, otherwise in lobbies near Classrooms / Lecture Hall.

The timings are flexible, depending on the number of participants

2. The recommended details of eatables (Daily Menu) are given in **Annexure-VII** which shall be strictly complied with by the Caterer. Weekly detailed Menus will be advised by the SBILD and the catering should be done only based on such menu. The various items of the menu will be changed frequently to provide variety. The menu decided by the Bank must be adhered to. Non-adherence to the Menu will attract penalty to be decided at the sole discretion of the Bank.

3. The Caterer shall arrange to display day's menu on every morning on the Notice Board provided in the canteen.

4. All the raw materials used in preparation of food products should be a certified ISI / Agmark wherever applicable and or as per the brand names/others specified in Annexure-VII. Vegetables, fruits, other perishables, dry foods and other raw materials should be of high quality and be procured from reputed dealers/shops. The caterer should arrange for purchases on his own and bear all expenses in connection with such purchases including transportation.

5. The Caterer shall be provided by the SBILD, (but not always bound to do so) selected articles/equipment's for use in the kitchen. The caterer shall take care of the said articles / equipment as a bailee, in terms of in the Indian Contract Act and return them in good working order and condition to the Bank on expiry of the contract. The caterer shall be liable to reimburse the loss/damage of such articles/equipment. In the event of any default by the caterer, the SBILD shall have the right to deduct from the Security Deposit of the caterer the amount/cost of such loss/damage, that may be determined by the SBILD and the decision of the Bank in this behalf shall be final and binding on the Caterers

6. The contractor shall arrange and pay for commercial cooking gas used for cooking purposes. The caterer shall be responsible for the safe keeping of the LPG cylinders.

7. The contractor must engage appropriate number of trained cooks and other kitchen staff for cooking vegetarian, non- vegetarian, South and North Indian delicacies, Chinese & Tandoori items etc. and for providing catering services.

8. The contractor has to provide cookies/biscuits with forenoon and afternoon tea and as and when advised by the Bank / SBILD.

9. The contractor shall engage the services of sufficient number of able, trained, efficient, neat & clean (viz., with trim haircut, moustache, nail cut), healthy, honest, well behaved and skilled persons for cooking, serving and cleaning of kitchen, dining halls and service areas at his cost. The contractor shall ensure that the attendants/waiters/cooks should be properly trained and shall wear smart and neat uniform, including head caps, hand gloves etc., (pattern to be approved from the Bank/SBILD with their name badges and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The contractor shall have full control over the employees engaged by him. The contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them by the contractor.

The contractor shall also be responsible for the payment of their wages and / or dues to his employees, to which they are entitled under the applicable laws. All liabilities arising out of violation of local laws and / or central laws shall be his responsibility. He will on the request of Asst. General Manager SBILD, immediately remove from the work any person(s)/ employee(s) who are, in the opinion of the Bank unsuitable or incompetent or who may misconduct himself and such a person shall not be again employed or allowed in the work / campus without the permission of the Principal.

10. Two supervisors shall be appointed by the Caterer in consultation with the Bank/SBILD. A competent person minimum 5 years' experience in the institutional catering should be appointed. The catering supervisor(s) appointed by the caterer should be available throughout the production and service period at the Bank/SBILD.

11. The caterer shall provide proper uniform to all his personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz. servers, supervisors, waiters and other staff etc.

12. All the personnel required by the caterer shall be engaged after a medical examination and shall be subjected to periodical medical check-ups every year by a Medical Officer who may be identified by the Bank. The certificate of fitness obtained from the Medical Officer should be produced for scrutiny by the Bank/SBILD. The cost of the medical checkup shall be borne by the caterer.

13. The contractor will pay rates and wages and observe hours of work and conditions of employment as per existing Rules, agreement and applicable laws. He shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under and he must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to the Asst. General Manager as may be required by the Act / Rules and shall indemnify Bank against any penalties / claims from any default on his part, and the said obligation shall survive even after the termination of the agreement.

14. The contractor will provide liquid soap, tissue paper and hand towels for the wash basin provided in the Main dining hall / VIP dining Hall. It shall be the responsibility of the contractor to employ sufficient staff and provide cleansing material of first class quality for the cleaning of toilet given for their staff, washing area, pantry, kitchen, dining halls and service areas. Any laxity in the cleaning of these areas will attract severe penalties decided by the Bank/SBILD.

15. The Caterer should arrange for up keep of the Dining Hall, kitchen area, toilets and washing area at least three times daily and also immediately after any service is rendered and also whenever it is required to be done. The Caterer should ultimately ensure that the entire kitchen and dining areas are kept hygienic and clean. Preventive pest control measures including fly control will have to be done by the Caterer at his cost.

16. Caterer should adopt modern and hygienic kitchen practices. Caterer should ensure that tables (and not floor) should be used for kitchen work. Synthetic/marble cutting boards and stainless steel knives should be used for cutting vegetables. New and clean dishes should be used for cooking. Caterer should arrange for providing proper cover for wastages besides proper and regular disposal of garbage at frequent intervals from the kitchen and twice a day from the campus.

17. The contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the boarders or through the Faculty Members or the Principal / Asst. General Manager. A "Suggestion-cum-Complaint Register" will be maintained in the dining hall and the same will be submitted to the Chief Manager every day, with his remarks, for further putting up to the Competent Authority. The contractor will be responsible to attend to all complaints / requirements within the purview of the contract.

18. The contractor shall be provided, by the Bank, the articles used in the kitchen. The contractor shall take care of the said articles/equipment as a bailee, in terms of the Indian Contract Act and return all these equipment in good and working order on the expiry/termination of the contract.

19. The daily and periodical maintenance and service of all kitchen equipment/articles provided by the Bank shall be the contractor's responsibility. The cost of replacement/repair and servicing of all equipment shall be borne by the caterer during the currency of the contract. The contractor has to ensure that the kitchen equipment are in good working condition, all the time.

20. Daily Six sachets of Tea/Coffee/Sugar/Milk and one packet of branded biscuits to be provided in Hostel Rooms, breakfast, lunch and dinner will normally be served in the dining hall, afternoon tea/coffee/snacks forenoon tea/coffee/snacks will be served in the lounge near the class rooms or at such places as may be desired by the Bank/SBILD. Appropriate meals will be served to sick persons in their respective rooms, if need be.

21. The tenderer who is awarded the contract will submit bills for the services rendered only at the end of each programme, duly certified by the programme coordinator, to the Assistant General Manager, who will scrutinise the bills and if found in order, recommend and forward the bill to the Administration Section for payment. The payments will be made within one week from the date of submission, subject to the condition that the caterer has cleared all his dues, viz., Electricity, Water and Labour Payments, as required to be paid by him.

22. All taxes which the Bank/SBILD may be liable to deduct or called upon to so deduct, during the currency of the arrangement shall be set-off against the bills raised by the caterer and paid to the respective department or authorities as may be required under law and the caterer shall have no claim against the Bank/SBILD in respect of such payments.

23. In the event of insufficient/bad quality/non-serving of any eatables agreed upon to be served, the Bank will be within its rights to make suitable deduction from the Contractor's bill.

24. The Caterer shall not be paid catering charges in respect of participants who are absent from any meal on a particular day provided notice is given at the beginning of same day, i.e., at bed-tea/ breakfast time in the "dining out" register to be maintained by the Bank. On the day of a participant's arrival and departure the payment for his/her meals will be made according to the schedule of timings. For example, if a participant enrolls his name at reception at 8.15 a.m. charges for breakfast will be paid, similarly if a participant vacates his room at 5.00 p.m. his/her charges for Evening Tea with snacks and Dinner will not be payable.

25. If the number of participants is less than 30 in any particular day, the caterer will be paid an overhead of 25% of mess charges per head per day for the number of shortfall, limited to a ceiling of 6 persons per day.

26. In case the contractor or any of his employees fails to fulfil his obligation for any day or any number of days, to the satisfaction of Bank/SBILD, for any reason whatsoever, he shall pay by way of liquidated damages an amount decided by the Bank. The Bank shall without prejudice to their other right and remedies, shall be entitled to deduct such damages from the money, if any, payable by them to the contractor.

27. All questions relating to the performance of the obligations under this agreement and to the quality of ingredients used in preparation of food and beverages and all the disputes and differences, which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the AGM (SBILD), whose decision shall be final, conclusive and binding on the parties to this agreement.

28. The contractor shall be responsible for any loss due to theft / pilferage of / damage to the Bank's property, including any portion of the building under the Contractor's occupation, or the fittings, fixtures, furniture or other equipment entrusted in his charge, or any property belonging to the trainees / guests, when such loss / damage is, in the Bank's opinion, caused due to negligence or carelessness or any fault on contractor's part or that of his representative or any of his employee, he shall be liable to pay to the Bank such amount in respect of such damage as may be assessed by the Asst. General Manager or any other officer authorised in this regard. Accordingly, the Contractor shall ensure that the character and antecedents of the personnel to be engaged has been verified through the appropriate authority and they have unblemished past records.

29. The contractor shall not permit the Administrative Block or the Hostel Block or any portion thereof or any other area in the complex to be used for residential purpose by him and / or any of his employees except the room/area specifically permitted by the AGM.

30. (i) The contractor shall be liable to comply with all rules and regulations in respect of the labour laws and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable in future.

(ii) The contractor shall accept and bear full and exclusive liability for the payment of any or all taxes etc., except GST now in force or hereafter imposed, increased and revised from time to time by the

Central or State Government or Local Body or by any other authority with respect to or covered by wages, salaries, or other compensations paid or payable to persons employed by the contractor.

(iii) The contractor shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. Contributions, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL(R&A) Act, Essential Commodities Act, Migrant Labour Act and / or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government agency or authority, including T.D.S. as per I.T. Act, applicable from time to time. He should submit proof of remittances to ESI on a quarterly basis along with his bill for that quarter.

(iv) The contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provisions / obligations. The contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned. Any penalty imposed on us by the govt. departments for non-compliance of the rules and regulations by the contractor would be payable by the contractor. The Contractor shall provide a list of permanent employees employed at the work place together with their EPF, & ESI account numbers.

(v) The contractor shall bind himself /his executors or administrators and shall indemnify and hold harmless the Bank, in respect of this contract, including all claims, damages proceedings, costs, charges and / or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of contract in respect of violation of any of the provisions of Law / Act / Rules or regulations having the force of law or if any award of decision by any competent tribunal, court or authority in respect of the workmen or any one employed / engaged by the contractor / sub- contractor in connection with this contract. This indemnity shall survive even after termination of the contract.

(vi) The contractor shall be responsible for all the claims of his employees and the employees of the contractor shall not make and claim whatsoever against the Bank. The contractors' workmen will not have any right whatsoever to get absorbed in the Bank.

(vii) The contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from all infections / diseases.

(viii) The contractor shall obtain adequate insurance policy in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death / injury / disablement at work etc.

(ix) The contractor shall provide weekly off / holidays to his workmen as per labour laws but it will be his responsibility to ensure uninterrupted services on all days. The contractor must not engage any child labour.

(x) In the event of caterer being a firm, the catering contract must be executed separately by each partner thereof, or in the event of absence of any partner, it must be signed on his behalf, by a person holding a valid Power of Attorney authorising him to do so, such Power of Attorney shall be produced to the Bank/SBILD for its record. It must disclose that the firm is registered under the Indian Partnership Act. In the case of a body corporate, all formalities required under the Company Laws must be complied with.

(xi) The Caterer shall insure or keep insured against fire, theft, injury, accident and also third party risks all goods, articles, equipments jointly in the name of the caterer and the Bank/SBILD and shall regularly and punctually pay each and all premia as and when the same shall become due, during the currency of the contract.

(xii) The caterer shall arrange and pay for policy under public liability Insurance Act 1991 and Insure and keep Insured all substances which are or have been declared to be hazardous under the notification/s issued or that may be issued from time to time under the above Act or any rule framed there under and which substances are used by the contractor during the course of the contract.

31. Contractor shall ensure that the contractor's employees maintain peace, order and decorum in the premises. Any disturbance in the premises by the contractor or his agents/employees would render the termination of the contract without notice by the Bank.

32. The caterer shall deposit a sum of Rs.8,00,000/- (Rupees eight lakh only) as Security Deposit (inclusive of EMD) for due fulfillment and performance of the Contract. The Security Deposit shall be held in Term Deposit with the State Bank of India in the joint names of the Bank/SBILD and the Caterer and the deposit receipt will be kept in the custody of the Bank/SBILD. Periodical interest accrued on the deposit may be claimed by the caterer, under intimation to the Bank. The

Security Deposit will be returned to the successful caterer after three months from the date of expiry of contract provided that there are no defects/ damage to materials/articles/equipment supplied by the Bank/SBILD, and also only after the said materials/articles/equipments are returned to the Bank/SBILD in good working order and condition by the caterer to the satisfaction of the Bank/SBILD, and all his dues to the Bank/SBILD are fully settled.

33. The contract for catering services shall be for a minimum period of one years from the date of commencement of the contract, renewable at the discretion of the Bank/SBILD for such period and on such terms and conditions in that behalf mutually agreed upon. However, half yearly review would be conducted to assess the performance. The caterer will be obliged to meet the Mess Committee held periodically for assessing and monitoring of the catering services rendered and for which notice will be given to him/her either in person or by written communication.

34. The performance of caterer would be assessed and monitored by the Mess Committee at periodical interval with or without the assistance of external expertise as may be decided by the Bank. The caterer shall comply with such observations/feedback made and furnished for improvement of the services by him/her. Failure to adhere to the norms and stipulations mentioned above will compel the Bank to levy penalty. The decision to levy the penalty will be the sole discretion of the Bank and the decision of Bank in this behalf shall be final and binding on the Caterer.

35. The contract shall be terminated on the expiry of **2 years** by efflux of time or earlier may be terminated at one month's notice at the option of the Bank/SBILD if any of the stipulated conditions or qualitative dimensions of the menu or services agreed up on by the contract are not met to the satisfaction of the Bank. The contractor shall have the option to terminate the agreement after giving three months' notice to the Bank of such termination. If during the currency of the contract, any Government notification prohibits employment of contract labour for Catering services, the contract shall come to an end forthwith and no compensation shall be paid to the contractor. Besides if the contract is terminated as stated above the contractor shall be entitled to the payment up to the date of termination for the work already performed.

36. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles/equipment or any part thereof by the Bank to the Contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.

37. The rates quoted shall not be subject to any variations in prices, basic material, taxes, duties, labour conditions, etc., during the currency of the catering contract.

38. The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. of this agreement.

39. The caterer cannot sublet the catering services to sub-contractors. If it is found, Bank will terminate the contract without any further notice.

40. Within the validity period of the tender the Bank shall issue a letter of acceptance to the successful bidder at the address of the bidder as given in the tender to enter in to a contract for the execution of the work as per terms of the tender. The letter of acceptance shall constitute a binding contract between State Bank Institute of Learning & Development and the bidder/contractor.

41. On receipt of the intimation of the acceptance of the tender from State Bank of India/SBILD the successful tenderer shall be bound to implement the contract and within 7 days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

42. Failure to commence services within 7 days of signing of the contract or as decided by the Bank/SBILD will result in withdrawal of the contract awarded.

43. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank/SBILD will not prejudice its rights under the contract.

44. The tenderer whose tender is accepted has to execute a Contract with the Bank but his liability under the contract shall commence from the date of written order.

45. The Courts in Tirupati alone shall have jurisdiction in respect of any matter touching these presents.

DAILY MENUItems are indicative and may be substituted with other suitable dishes time to time

	ITEM
Bed Tea / Coffee	Daily 6- sachets of Tea/Coffee & 6-sachet of Sugar/Milk and one packet of branded biscuits to be provided in Hostel Rooms. Brand: Tajmahal / Tetle / Twining / Tata tea bags Nescafe Classic/ Bru coffee. Milk : Amul / Nestle Dairy Biscuits: Britannia / Parle
Breakfast	<u>(i) Vegetarian (Unlimited)</u> <u>Daily compulsory items</u> Corn Flakes and milk or Oat meal & milk Bread (toasted in electrical toasters), butter & jam, fruits/cut fruits & One item each from the following (a) & (b) below to be served daily in weekly cyclic menu a) Idli-Vada or Masala Dosa or Uthappam. All with Sambar, Coconut Chatni and Onion Chatni. b) Stuffed Paratha with Curd, Paratha-Aloo Subji, Chole Bhature, Chole Kulche, Puri Aloo Sabji, Pav-Bhaji, Poha-Chatni, Veg Cutlet etc. <u>(ii) Non-Vegetarian (unlimited):</u> 2 Eggs: full boiled/poach (half Fried)/Omelette as per order <u>Beverages:</u> Dip tea / instant Coffee Cold Milk/Butter Milk/Lassie during the months March to August.
Forenoon Tea / Coffee:	Dip tea/Lemon Tea or Coffee with sufficient quantity of Sweet & salted branded biscuits near classroom lounges at 11.00 am.

<p>Lunch (Vegetarian only)</p>	<p>a) One vegetarian Soup</p> <p>b) Vegetable curries : Like : Karahi Paneer, Matar Paneer, Paneer Bhurji, Paneer Do-Pyaza, Paneer Masala Veg., Palak Paneer, Shahi Paneer etc. & Chilly Mushroom, Muttur Mushroom, Kofta, Bagara baigan etc.</p> <p>c) One Seasonal Dry Vegetable Subji: Aloo Beans, Aloo Capsicum, Aloo Palak, Aloo Parwal, Brinjal Masala, Cabbage Matar, Cauliflower, Lauki Tomato, Palak Nutrela, Tinda , Karela ,Carrot, snakeguard, beetroot, chow-chow partial, Boiled Vegetable etc.</p> <p>d) One Dal (like Dal Makhani, Chhole, Rajma, Kadhi etc.)</p> <p>e) Rice two types: (Plain Rice, Veg Pulao, Curd Rice & Lemon Rice, Jeera Rice, Tomato Rice etc. (second rice must be of Basmati quality)</p> <p>f) Tava Roti/Tandoori Roti</p> <p>g) Plain curd and raita/Dahi-bhale/Bundi raita</p> <p>h) Sambar or Rasam</p> <p>i) Salad : Green/Russian/Sprouted (any one)</p> <p>j) Papad: Grilled/ fried only of good brand -(no frymes)</p> <p>k) Pickles.</p> <p>l) Dessert_ : Gulab jamun, Rasgulla, Jalebi, Ice cream, Custard, Fruit cream, Moong Ka Halwa, Gajar Ka Halwa, Cut Fruits, Rice Laddu, Kaju Burfi, Rasmalai, Raj Bhog, Sandesh etc., (any one unlimited)</p> <p>m Sauf, Misri, Toothpick (all the time) n) Salt & Pepper all the time on each table</p>
<p>Afternoon Tea / Coffee</p>	<p>Dip tea/Lemon Tea or Coffee with sufficient quantity of branded Sweet & salted biscuits near classroom lounges at 3.00 p.m..</p>
<p>Evening Tea with Snacks</p>	<p>Dip tea/Lemon Tea or Coffee with snacks like: Samosa, Cutlets, Veg. Pastry, Kachori, Aloo Bondas, Pakoda, Sandwich etc. (any one)</p>

Dinner(Veg. & Non-Veg.)	<p>a) One vegetarian Soup</p> <p>b) One Paneer/Mushroom Subji</p> <p>Like : Karahi Paneer, Matar Paneer, Paneer Bhurji, Paneer Do-Pyaza, Paneer Masala Veg., Palak Paneer, Shahi Paneer etc. & Chilly Mushroom, Muttur Mushroom, Malai Kofta, Kadi pakora etc.</p> <p>c) One Seasonal Dry Vegetable Subji: Ex. Aloo Beans, Aloo Capsicum, Aloo Palak, Aloo Parwal, Brinjal Masala, Cabbage Matar, Cauliflower, Lauki Tomato, Palak Nutrela, Tinda, Boiled Vegetable etc.</p> <p>d) One Non-Veg dish of Chicken, Mutton & Fish: Ex. Butter Chicken, Tandoori Chicken, Chilly Chicken, Ginger Chicken, Chicken Biryani, Fish Curry, Fish Fry, Chilly Fish, Mutton Rogan josh, Mutton Biryani, etc.</p> <p>e) One Dal (like Dal Makhani, Chhole, Rajma, etc.)</p> <p>f) Rice two types: (Plain Rice, Veg Pulao, Curd Rice & Lemon Rice, Jeera Rice, Tomato Rice etc.)</p> <p>g) Tava Roti/Tandoori Roti</p> <p>h) Sambar or Rasam</p> <p>i) Salad : Green/Russian/Sprouted (any one)</p> <p>j) Papad: Grilled/ fried only of good brand -(no frymes)</p> <p>k) Pickles.</p> <p>l) Plain curd and raita/Dahi-bhale/Bundi raita</p> <p>m) Dessert : Gulab jamun, Rasgulla, Jalebi, Ice cream, Custard, Fruit cream, Moong Ki Halwa, Suji Ka Halwa, Gajar Ka Halwa, Cut Fruits, Laddu, Kaju Burfi, Rasmalai, Raj Bhog, Sandesh etc., (any one unlimited)</p>
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Note: Locally re-packed sugar coffee milk powder will not be acceptable under any circumstances.

Fruits/milk etc should be served for officials on fasting.

1. For trainees having health problems like Blood Pressure, Diabetes, Heart Problems or restriction because of religion (Jain etc.) some deviations would be required to be made to suit their requirements such as providing Oat meal, salad, sprouted methi, sprouted moong, sprouted gram, roasted gram, boiled vegetables etc., on their prior request.

2. The charges in respect of food served to guests staying in Guest Rooms, will be paid separately on the actual consumption basis as per the charges for Breakfast, Lunch, Dinner, etc., for the participants. If the guests are served fruits, cookies etc., in addition to normal food, these may be billed separately at cost; if however, fruits, milk, etc., are served in substitution of regular Breakfast / Lunch / Dinner, the charges for Breakfast / Lunch /Dinner will be paid.

3. On request of the participant/guest for milk in addition to the daily menu items shall be served against a payment of Rs.10/- per glass. The caterer has to recover the amount from the participant/guest.

4. Lunch to be provided, on ala-carte basis to the regular SBILD staff members, if required, in the Staff dining hall and the cost of which to be agreed will be recovered by the caterer from the concerned individual staff.

5. Daily / Weekly menus will be prepared and submitted in advance for approval by the Bank/SBILD and displayed in the Dining Hall for information. The various items of the menu will be changed frequently to provide variety and a uniform standard of courses as stated in the menu will be maintained at all times.

6. Extra Dishes both Vegetarian and Non-Vegetarian prepared specially, other than those mentioned in the regular menu, when ordered for, will be served to the participants for which an additional cost of Rs.12/- per head per item for Vegetarian and Rs.25/- per head per item for Non-Vegetarian will be paid to the caterer.

7. The caterer to provide / employ cooks who can prepare authentic south Indian and north Indian & Chinese food.

LIST OF INDICATIVE BRANDS OF ITEMS TO BE USED IN CATERING

<u>Sr. No.</u>	<u>ITEM</u>	<u>BRAND</u>
1	Milk	Britania/Amul/Jersey/Heritage/ Govt Dairy.
2.	Bread	Modern/Spencer/Britannia/ Bakers'Inn /Ruchi
3	Butter	Amul/Jersey/Nestle
4	Jam	Kissan/Tops/Maggi
5	Tomato Sauce	Kissan/Maggi/Tops
6	Chilli Sauce	Kissan/Maggi
7	Tea/Tea Bags quality	Taj Mahal/Twinings/Tetley/Tata Tea or of equal
8	Coffee	Nescafe/Sunrise/Bru
9	Refined Oil/ Ground Nut Oil	Nature Fresh/Vital//Fortune/Ginny /Lite/Heart
10	Vanaspati Ghee	Dalda/Rath
11	Mustard Oil	Fortune/Engine/Kanodia/Kalash
12	Rice retail market	Basmati Costing not below Rs. 45/- per Kg. in the
13	Sugar	Good Quality (sulphur less)
14	Atta/Maida/Besan : (no loose Atta is acceptable)	Shakti Bhog /Ashirwad/Rajdhani/Annapurna
15	Pulses	Good Quality
16	Spices	MDH/Captain Cook/Everest/Catch
17	Fruits/Vegetables	Seasonal Fresh Quality
18	Salad	Seasonal items consisting of green fresh Vegetables
19.	Corn Flakes	Mohan/Kellogg's
20	Ice Cream	Jersey/Heritage/Kwality/Amul

□

Above brands and/or brands of comparable quality (to be approved by the Bank/SBILD can only be used.

Bid Covering Letter: To be submitted by the bidder along with Bid documents

To,
The Vice President
SBI Infra Management Solutions Pvt Ltd
2nd Floor, SBI Amaravati LHO
Building,
Gunfoundry
Hyderabad- 500 001

Sir,

Our Bid for

We submit our Bid Document herewith. We understand that

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form.
4. If our Bid is accepted, we are to be jointly responsible for the due Performance of the contract.
5. Vendor means the bidder who is decided and declared so after examination of commercial bids.

II CERTIFICATE:

I/We read and understood all conditions and requirements of State Bank Institute of Learning & Development, TIRUPATI, CHITTOOR District for providing catering services.

Yours faithfully,
For:
Signature:
Name:Seal of Company

2. Qualification(Eligibility) criteria:

a) Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr.No.	Eligibility Criteria	Documents to be submitted
1	The bidder must be a Firm / Proprietary / Company registered under Companies Act. With an experience of minimum 07 years in the field of Catering services.	In case of Proprietary copy of the GST Registration certificate / In case of firms Copy of the firm registration Certificate / In case of company copy of certificate of incorporation issued by Registrar of Companies and full Address of the registered office.
2	Experience of having successfully completed minimum 3 (three) annual contracts in commercial complexes for Catering services in AP/Telangana with each contract having value of not less than Rs16.8Lakhs Or Experience of having successfully completed minimum 2(Two) annual contracts in commercial complexes for Catering services in AP/ Telangana with each contract having value of not less than Rs21Lakhs. Or Experience of having successfully completed minimum 1(one) annual contracts in commercial complexes for Catering services in AP/ Telangana with each contract having value of not less than Rs33.6Lakhs	i) Copy of the satisfactory completion certificates of similar works issued by the principal Employers specifying the below mentioned criteria for the works carried out during last seven years ending 30.11.2019. 1. Scope of work. 2. Contract value. 3. Area of the building. 4. No. of staff deployed by the contractor for the contract. 5. Period of the contract for completed. 6.Monthly payment Note: (i) Renewal of annual contracts shall be considered as a single contract. (ii) Copy of agreement.
3	The bidder should have a minimum average annual financial turnover of Rs.12.6Lakhs during Last three years. Audited/Certified Profit&Loss Statement (by Chartered Accountant) establishing the turnover criteria should be submitted.	(i)Copy of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant. (ii) Copies of returns submitted to the Tax authorities such as IT & Service Tax etc. (iii) Any return submitted to the labour Commissioner.

A copy of the Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature
Seal of Company

Annexure – D

BIDDER DETAILS

1	Name of the Firm/company.	
2	Date of Incorporation and/or commencement of business	
3	Status of the firm whether company/ Firm/ Proprietary. mention registration number and date.	
4	Address	
	a) Land Line with STD code.	
	b) Mobile	
	c)Email- ID	
	d) website URL	
5	Name of the Director/ Partners/ Proprietor	
6	Name and Branch of Bankers.	
7	GST, Registration No and date.(enclose copy)	
8	Whether an assesses of Income Tax, if so, mention PAN number.	
9	Whether Registration / Obtention of license from State/Central Govt. Authorities e.g. labour dept, ESIC, etc. are in place(enclose copy)	
10	Detailed description of experience as per Eligibility Criteria in Annexure-B (i.e. name of organization, value of work done and date of completion) Copies of work orders, completion certificates must be enclosed.	1. 2. 3.
11	Annual financial turnover for the last 3 years	
12	Brief description of the bidder including details of its main line business	

13	Tender Processing Fee paid Ref No (refer sl.no.2 of NIT)	
14	EMD Details Amount(Rs.) DD/Banker's Cheque No. Name of Bank Date	
15	Particulars of the Authorized Signatory of the Bidder	
	Name	
	Designation	
	Address	
	Phone No: Landline	
	Mobile Number	
	Fax No	
	Email	
15	Declaration regarding near relatives working in the Bank	

signature

Seal of Company

Format for Performance Guarantee

BANK GUARANTEE

To,

State Bank of India,
State Bank Institute of Learning
& Development, TIRUPATI
CHITTOOR District - 521002

(Hereinafter referred to as "SBI/YOU")

Whereas consequent to your Request For Proposal (RFP) dated _____ you have awarded the contract vide letter No. _____ dated _____ to M/s _____ having its Corporate Office at _____ (hereinafter referred to as "the Contractor") to _____. Whereas as per the payment terms of the said RFP the Contractor has to submit a Bank Guarantee from a any scheduled commercial bank, other than SBI in favour of _____.

And whereas, we, _____ Bank, having our branch _____ office _____ at _____ (hereinafter referred to as "the Guarantor") on the request of the Contractor hereby expressly and unreservedly undertake and Guarantee to pay to you, a sum not exceeding Rs. _____ /- (Rupees _____ only) , in the event of any breach by the Contractor of the obligations under the contract , or reasons attributable to the Contractor on account of the same. This Guarantee shall be limited to an amount not exceeding Rs. _____ /- (Rupees _____ only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Contractor, we the Guarantor shall make the payment under this Guarantee to SBI within 24 hours of receipt of written claim / demand.

We the Guarantor, further confirm that a mere letter from the SBI that there has been a breach by the Contractor of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Contractor, indulgence to Contractor by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Contractor.

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the Bank, Guarantor or the Contractor. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as aforesaid making reference to this Guarantee.

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs _____/-(Rupees _____ Only).

This Guarantee shall remain in full force and effect for a period of _____ years up to _____ unless a claim under this Guarantee is made against us within one month from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Thereafter, our Guarantee shall be considered as null and void whether returned to ourselves or not.

Date:

For _____
____ (Branch and Bank)

Place:

...