

NIT NO	HYD/2021-22/032
DATE	08.10.2021



State Bank of India

TWO BID TENDER SYSTEM THROUGH E-TENDERING PROCESS

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

**TECHNICAL BID FOR PRE QUALIFICATION FOR
COMPREHENSIVE ANNUAL CONTRACT FOR CATERING SERVICES**

AT

**STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT (SBILD)
Opp Hyderabad University, GACHIBOWLI, Hyderabad
PH: 040-23012706**

Last Date for Submission is: 27/10/2021

**Asst. General Manager (P&E),
SBI, Premises and Estate Department,
LHO Hyderabad ,
Bank Street, Koti, Hyderabad – 500 095
040-23466340**

Notice Inviting Tender (NIT)

SBI Invites E-tenders in two bid system FOR CATERING SERVICES on behalf of STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT (SBILD), GACHIBOWLI, HYDERABAD.

1	Date of download of tender documents from SBI's web site http://www.sbi.co.in under "procurement news".	From 08/10/2021 up to 27/10/2021
2	Pre-Bid Meeting at of Asst. General Manager (P&E), SBI, Premises and Estate Department, LHO Hyderabad, Bank Street, Koti, Hyderabad – 500 095 040-23466340	18/10/2021 at 11.00AM
5	Last date and time for submission of online e-tender.	Date: 27/10/2021 by 3.00 PM at https://etender.sbi
6	Earnest Money Deposit & Tender Cost	Exempted Asst. General Manager (P&E), SBI, Premises and Estate Department, LHO Hyderabad , Bank Street, Koti, Hyderabad – 500 095 They should submit their proof before opening of tender i.e. by depositing the same at the office of AGM (P&E) by 27/10/2021 by 3.00 PM Contact: AGM 040-23466340. agmpre.lhohyd@sbi.co.in
7	Date and Time of opening of e-tenders (Technical Bid).	Date: 27/10/2021 by 3.10 PM at above office address. 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	Place of opening of Bids	Asst. General Manager (P&E), 3rd floor, SBI, Premises and Estate Department, LHO Hyderabad , Bank Street, Koti, Hyderabad – 500 095 040-23466340.
9	Address for communication:	Asst. General Manager (P&E), 3rd floor, SBI, Premises and Estate Department, LHO Hyderabad , Bank Street, Koti, Hyderabad – 500 095 040-23466340
10	Contact person	AGM (P&E), SBI, Hyderabad.

		Ph: 040- 23466340															
11	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 & E-MAIL															
12	Date of Commercial Bid Opening.	On a subsequent date which will be communicated to such bidders 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.															
13	Agency for arranging online bidding.	e-Procurement technologies Limited, Ahmedabad. <table border="1"> <tr> <td>Dinesh Bagresha</td><td>Dinesh.bagresha@eptl.in</td><td>95108 12960</td></tr> <tr> <td>Devendra R</td><td>Devendra.r@eptl.in</td><td>95108 12971</td></tr> <tr> <td>Nandan Valera</td><td>Nandan.v@eptl.in</td><td>90810 00427</td></tr> <tr> <td>Fahad Khan</td><td>Fahad@eptl.in</td><td>99044 06300</td></tr> <tr> <td>Nikhil Khalas</td><td>Nikhil@eptl.in</td><td>93745 19729</td></tr> </table>	Dinesh Bagresha	Dinesh.bagresha@eptl.in	95108 12960	Devendra R	Devendra.r@eptl.in	95108 12971	Nandan Valera	Nandan.v@eptl.in	90810 00427	Fahad Khan	Fahad@eptl.in	99044 06300	Nikhil Khalas	Nikhil@eptl.in	93745 19729
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2. Purpose:

Comprehensive Contract for Catering services.

3. Invitation:

The bidders desirous of taking up the project for supply of above Services for SBI are invited to upload their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at SBI/SBI discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide CATERING services adhering to SBI requirement outlined in this Tender.

This Tender document is not an offer by SBI, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of SBI with the successful Bidder.

The bidders have to upload the Bid covering letter along with documents as per **Annexure-**

‘A’.

4. Eligibility Criteria:

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

5. Disclaimer:

The information contained in this Tender 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 (SBI), is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender is neither an agreement nor an offer and is only an invitation by SBI/SBI to the interested parties for submission of bids. The purpose of this TENDER is to provide the Bidder(s) with information to assist the formulation of their proposals. This TENDER 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 TENDER and where necessary obtain independent advice. SBI 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 TENDER. SBI/SBI may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this TENDER. No contractual obligation whatsoever shall arise from the TENDER process until a formal contract is signed and executed by duly authorized officers of the SBI with the selected Bidder.

The SBI/SBI 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 SBI/SBI's action. SBI/SBI reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

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

6. Earnest Money Deposit (EMD): EXEMPTED

Bidder to submit EMD at **Asst. General Manager (P&E), SBI, Premises and Estate Department, LHO Hyderabad , Ground Floor, Beside commercial Branch SBI LHO Campus, Bank Street, Koti, Hyderabad – 500 095**, by all the bidders/applicants before **27/10/2021** by 3.00PM. (In case of non submission of EMD, their Technical bid will not be opened). The EMD amount of the unsuccessful bidders will be returned within 30 days from date of opening of Price bid. 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 TENDERS to be floated by the SBI during next one year, at the sole discretion of the SBI.

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 SBI within a period of 30 days; or

To furnish Security / Performance Guarantee to the SBI.

7. Bank Guarantee (BG)

The selected bidder would be required to submit a Bank Guarantee to the SBILD Gachibowli for an amount equivalent to 3% of the one year estimated 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 Bank Guarantee is required to protect the interest of the SBILD against the risk of non performance 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 SBI/SBI reserves the right to invoke the 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. SBI/SBI 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 contract terms. It includes Introduction, Instructions to Bidder, 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/SBI has made considerable effort to ensure that accurate information is contained in this TENDER and is supplied solely as

guidelines for Bidders. Furthermore, during the TENDER process, SBI is entitled to issue corrigendum to Tender relevant to the Scope of Work. Nothing in this TENDER or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the TENDER or any addenda.

8.3 Clarifications & Amendments:

8.3.1 If deemed necessary the SBI/SBI 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 uploaded 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 upload written queries on or before Date: **as per NIT**

8.3.3 At any time prior to the deadline for submission of bids, SBI 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 – <http://sbi.co.in> under "procurement news". 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- <http://sbi.co.in> (procurement news)

9. Bidding Process:

- ☐ The tender (two bid system) shall be uploaded through online(E- tendering), one containing PART-A (Technical Bid) and other Price Bid (PART-B), both to be uploaded online through e-tender. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this tender document will have to be uploaded. In the first stage, only TECHNICAL BID will be opened and evaluated. 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 PART-B (Price Bid) opening. The Price Bid of those who do not qualify in the Technical Bid will not be opened.
- ☐ The Bidder should be willing to participate in the on-line E- tendering to be conducted by SBI authorized service provider on behalf of the SBI. If required Bidders will be trained by SBI authorized service provider for this purpose. Bidder should also be willing to abide by the e-business rules for e-tendering framed by the SBI/ Authorized service provider. The details of e-business rules, process and procedures will be provided to the bidders. The bidder should obtain digital signature for participating in e-tendering.

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 to be written in English.

- ☐ Bidder must provide specific and factual replies to specific questions asked in the TENDER.

- ☐ The bids should be uploaded directly on the portal of <https://etender.sbi>
- ☐ The EMD amount as mentioned in NIT to be submitted at SBI office by all the bidders/applicants at address mentioned in NIT.
- ☐ A letter on bidder's letterhead mentioning.
- ☐ Details of EMD, technical competence and experience of the bidder.
- ☐ Certifying that the period of the validity of the bid is 90 days from the date of submission of bid.
- ☐ Confirming that the bidder has quoted for all the items / services mentioned in the bid in their Price Bid.

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

- ☐ Bidder's information as per **Annexure –D** on bidder's letter head.
- ☐ Audited balance sheets and profit and loss account statement for last 3 years.
- ☐ A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- ☐ Response to all points of the Technical evaluation format as per **Annexure-C**.

10.4 Bidder should upload price bid as per **Annexure – E** of the bid document through e-tendering

10.5 Bid prices:

The price quoted should be inclusive of escalation on account of increase in material cost 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, duties & statutory levies etc. **The successful vendor has to upload system generated GST tax invoice incorporating SBILD's GST in number and vendor GST no. Manual GST invoices will not be accepted.** Any increase in minimum wages /VDA as per Central Govt Act, the same shall be reimbursed by SBI. Bonus as per Bonus act shall be reimbursed and therefore shall be not loaded in the commercial Bid.

- ☐ **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 price bid and failure to do so would result in disqualification and rejection of the bid.
- ☐ **Pre-Bid Meeting:**

The SBI shall organise a pre-bid meeting as mentioned in NIT at State Bank of India, Local Head Office, First Floor, Mini Conference Hall, Koti, Hyderabad. All communications regarding points / queries requiring clarifications shall be given in writing to "office of AGM (P&E). The clarification on the quires shall be communicated to the bidders through the SBI's website www.sbi.co.in under procurement news/www.etender.sbi.

☐ **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 SBI 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.

☐ **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 SBI may take. All the bids with accompanying documents will become property of SBI.

☐ **Format and Signing of Bid**

- ☐ The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.
- ☐ 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 upload a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- ☐ 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 uploaded on A4 size paper [font times new roman 12], spirally bound securely and in serial order. Bidders responding to this TENDER shall upload 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 SBI, the bids will be received till the target time on the next working day. The SBI may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the SBI.

☐ **Bid Currency:**

Prices shall be expressed in Indian Rupees only.

☐ **Late Submission of bids:**

Any bid uploaded after the due date and time will be rejected

☐ **Modification and Withdrawal of Bids:**

Once bid is uploaded 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:

- ☐ Opening of Technical Bid: All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. 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 SBI 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 SBI 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 PART- A Technical Evaluation:

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

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

11.2.3 PART- B Price Evaluation:

The price bid of only those Bidders, who are short-listed after technical evaluation,

would be opened. The format for quoting price bid set out in **Annexure-E**. The commercial offer should consist of comprehensive Cost for the tendered work. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid.

Note: The Bidders should ensure to follow the minimum wages (Central Govt.) Labour act, ESIC, EPF, Insurance and all statutory obligations, etc. while quoting the price bid and final price in the e-tendering. The price quoted should inclusive of escalation on account of increase in material cost 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, duties & statutory levies etc. **The successful vendor has to upload system generated GST tax invoice incorporating SBILD's GST in number and vendor GST no. Manual GST invoices will not be accepted.** Any increase in minimum wages /VDA as per Central Govt Act, the same shall be reimbursed by Bank. Bonus as per Bonus act shall be reimbursed and therefore shall be not loaded in the commercial Bid.

11.2.4

For ensuring quality of food, hygiene, service etc, A bench mark rate is fixed which will be disclosed before opening of Price Bid. Contractors/ firms quoting below the bench mark will be summarally rejected.

12. Award & Signing of contract:

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

The successful bidder shall be required to enter into a contract with the SBILD, within 7 days of the award of the tender or within such extended period as may be decided by the SBI along with the letter of acceptance, BG and other terms and conditions as may be determined by the SBILD 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 uploaded.

13. Sub contracting

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

14. Cancellation of Contract

The SBI 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. Liquidated Damages

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

17. Arbitration

In case of any dispute or difference arising out of or in connection with the successful bidder and the SBI the parties shall first endeavour to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrator as provided herein.

In case of failure of such amicable settlement by the parties, either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters, which are in dispute, or differences, which require to be referred to the arbitrator. A single arbitrator should be appointed by both the parties jointly or in case of disagreement as regards appointment of a single arbitrator, both the parties shall appoint one arbitrator each and the two arbitrators so appointed shall appoint an umpire. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set aside by the Court for any reason, it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

The venue of arbitration shall be Hyderabad, India.

The Arbitrator or Arbitrators so appointed under this Schedule shall hold the arbitration proceedings.

The Arbitrator, Arbitrators or Umpire, as the case may be shall give reasoned award in respect of each item of disputes, which shall be final and binding on both the parties.

In case during the arbitration proceedings, the parties mutually settle, compromise or

compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators ,or Umpire , as the case may be , shall be deemed to have been revoked and the arbitration proceeding shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case may be.

Governing Law: The contract shall be interpreted in accordance with the laws of the Government of India.

18.1 Inspection:

The SBI 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 Maintenance Contract. All questions relating to the performance of the obligations under the Maintenance 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 SBI, whose decision shall be final, conclusive and binding on the Contractor.

The SBI 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 SBI, before the bills related to those items/ jobs are paid by the SBI.

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 SBI. The SBI 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 SBI 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 bidders has received instructions from SBI as to the requirement of carrying out the altered or additional substituted work which either then or later on, 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 SBI shall prevail.

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

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

19. Deduction from Monthly Costs

The SBI/SBI 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, **non attendance of agreed number of workers(to be included)** or services have been received or noticed by the Committee comprising of four members specifically constituted by SBI for the purpose, without assigning any reason whatsoever and no claim will be entertained in this regard.

The Contractor shall reimburse the SBI all costs, charges, damages or expenses which the SBI may have paid, (which the contractor is obliged under this Maintenance Contract to pay) within 30 days upon written request of the SBI, failing which such costs, charges, damages or expenses including statutory payments, if any shall e deducted / recovered / set off by the SBI 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 SBI 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 SBI/SBI.

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 or more than 7 days after award of the contract or such exceeded time as may be intimated to the successful bidder. The SBI/SBI 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, gratuity, Insurance, ESIC , etc. relating to personnel engaged by them. The SBI/SBI 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 SBI.
- ☐ 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 SBI.
- ☐ 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.
- ☐ Contractor's personnel or their family members shall not be allowed to stay / reside at site.
- ☐ The documents related to submission of EPF, ESIC, salary paid, etc, to the respective statutory bodies has to be uploaded along with next month bill to the SBI / SBI, Hyderabad for scrutiny.
- ☐ The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013"

23. Safety, Security, etc.

- ☐ That the SBI 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 SBI'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.
- ☐ In no case, safety norms shall be violated.
- ☐ The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at SBI's premises. The Contractor alone shall be fully responsible for safety and security & insurance or life insurance of their personnel.

- ☐ The Contractor should issue valid Company identity cards to all their staff personnel who will be providing services under this contract.
- ☐ The Contractor shall provide and ensure that the personnel engaged by them wear proper uniform, protection gears like helmets, safety shoes, hand gloves, fully body safety belts, ladders, etc.
- ☐ 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.
- ☐ 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 SBI in whatsoever and howsoever manner or in any connection therewith against SBI now or at a future date. The contractor will at the request of the authorized officer of the SBI / 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 SBI or it's customers. The contractor should undertake to thoroughly verify the antecedents, addresses, qualifications, character, family background and technical qualification etc of its personnel.
- ☐ The Contractor shall ensure that necessary tools and equipment are always available for the purpose of attending repairs on emergency basis.
- ☐ 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 SBI as and when required.
- ☐ The contractor is required to maintain First Aid kits for use whenever it becomes necessary.

24. Payment Terms:

- ☐ Payment of wages/EPF/ESI etc to all the workers engaged by the contractor should be through an Account maintained with any Scheduled Commercial SBI which should be witnessed by an officer of the SBI and evidences should be uploaded to the SBI. The payment to be made before 07th of the month
- ☐ The performance of the contractor shall be monitored by the committee based on the feedback on quarterly basis.

25. Termination of the Contract

The SBI/SBI reserves the right to terminate the agreement in case of breach of any

terms and conditions of this agreement by the Contractor, with one month notice. The SBI/SBI also reserves its right, to claim damages for such breaches and the decision of the SBI/SBI in this regard shall be final. SBI/SBI 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 TENDER. Any delay in performing the obligation/ defect in performance by the contractor may result in imposition of liquidated damages, invocation of Performance SBI/SBI 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 endeavours to minimize any such delay.

27. Governing Language

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

28. Signing of Agreement 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 inline with the terms specified herein. No deviation from the terms and conditions specified shall be acceptable. For this purpose, the tenderer shall upload all the documents as specified in this tender duly signed and stamped on each page as a token of acceptance. The agreement shall be entered by SBI/SBI.

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. TDS will be deducted as applicable from the total bill which includes cost of Manpower.

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

31. Responsibility of the Contractor.

Responsibility of the Contractor.	
(a)	Contractor must have a valid license under Shops & Establishment Act, 1988 (that regulates working conditions and employment conditions of the employees). The Registration certificate is issued by Labour Dept. of the State for a calendar year and it has to be got reviewed by the Contractor every year. The Contractor shall arrange to obtain license from the appropriate authority under Contract Labour (R &A) Act Rules 1971 by applying a form IV on the basis of form V issued by the Premises & Estate Department. Contractor has to maintain Register for contract labour on Form 13 and upload ½ yearly returns to the ALC of labour / licensing officer. In case of

	default, the P.E. is held accountable and liable for prosecution. Every Contractor shall issue employment Card to his Labour form XIV within 3 days of employment. The Contractor has to pay the minimum wages (Central Government wages) to his employees and shall also pay ESI and PF contributions and comply with all rules and regulations. The Contractor must maintain the following register:- Attendance Register on form XVI (16). Wages Register on form XVII (17) Leave Register. Overtime Register on form XXIII Register of fines on form XXI (21) Register of advances on form XXII (22) Register of deductions on account of damage or loss caused to the employees on form XX. Register for Contract employees on form 13. Contractor shall upload half yearly return before 30 days of completion of half year for the previous half year on form XXIV. Register of overtime in form XXIII (23). Every Contractor shall issue a wage slip on form XXIX (29) his employee at last 1 day prior to disbursement of wages. All the records to be retained for a period of 3 calendar years. Contractor shall possess own ESI code number and remit of ESI contribution before 20th of every month and upload a copy of the challan to the P.E. Every Contractor shall maintain an Inspection book in which the Inspector visiting may record his remarks. The Inspection book shall be of 18 x 15 cms size bind book. The first page of the book shall contain the following particulars:- Name and address of the establishment. Registration No. Name of employees. Father's name. Postal address. All the above registers/records should be available for inspection /scrutiny by the officials of the SBI
(b)	Contractor shall maintain the First Aid Box in the Establishment with the prescribed contents.
(c)	Telangana Labour Welfare Fund Act: The Contractor should comply with the provisions of the Act meticulously.
(d)	The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013"

32. Bank's right To Accept Any Bid and to reject any or All Bids:

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without 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.

33. Notification of Award

33.1. Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.

☐ Upon notification of award to the L1 Bidder, the Bank will promptly notify each unsuccessful Bidder and will discharge its EMD.

☐ The tenderer must obtain for himself at his own responsibility and expenses, all the information/documents necessary, including approvals, permissions, risks, contingencies and other circumstances to enable him to make a proper tender and to enter into contract with the SBI; he must examine the specifications, conditions and seek whatever clarification he desires before uploading the tender documents. He may inspect the site of work situated at Road No. 12, Banjara Hills, Bank Sanchar Bhavan, Hyderabad.

☐ The tenderer shall also bear all expenses in connection with the preparation and submission of his tender. Omission, neglect or failure on the part of the tenderer to so obtain requisite, reliable and full information on any matter affecting his tender, the contract and supply, shall not relieve the tenderer whose tender is accepted from any liability under the contract.

☐ The tenders uploaded shall remain open for acceptance for a period of 90 days from the date of their opening. If any tenderer withdraws his tender before the expiry of the said period or makes any modifications to this tender which are not acceptable to the Institute, the tender will be treated as having been rejected or abandoned or rescinded.

☐ The SBI does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason.

SPECIAL TERMS & CONDITIONS

☐ 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 :
The Caterer shall arrange for cooking and service of food on a daily basis for 50 to 150 participant trainees (approx.) at the Institute premises. He shall adhere to the following schedule.

	ITEM				DURATION	
	Bed					
A	<i>i) Bed tea/coffee to be supplied at respective hostel rooms and Guest rooms</i>				6.00 AM	7.00 AM
	<i>ii) Breakfast (in Dining Hall)</i>				8.00 A.M	9.30 A.M
B	Forenoon	Tea/Coffee	(Classrooms	&	11.00 A.M	11.30 A.M*
	Faculty Blocks / Admn.Block/E-learning departments)					
C	Lunch (Vegetarian only)				1.00 P.M	2.15 P.M
D	Afternoon	Tea / Coffee	(Classrooms	&	3.30.P.M	4.00 P.M*
	Faculty Blocks/Admn.Block/ E-learning departments)					
E	Evening Tea with snacks (Classrooms & Faculty Blocks)				5.15 P.M	6.00 P.M*

F	Dinner (Veg/Non Veg)				8.00 P.M	9.30 P.M

The timings are flexible.

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

(ii) The recommended Menu containing details of eatables is given in Annexure-I to this tender document, which shall be strictly complied with by the Caterer. Weekly detailed Menus will be advised by the Institute and the catering should be done only on the basis of such menu. Menu/items can be changed at the discretion of the Institute.

- ☐ The Caterer shall arrange to display day's menu every morning on the Notice Board provided in the canteen and strictly adhere to the menu so displayed. The daily menu should be rotated on a weekly cycle as provided by the authorised official/competent authority concerned.
- ☐ The Caterer shall be provided (but not always bound to do so) selected articles/equipments/property for use in the kitchen by the Institute. 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 Institute on expiry of the contract. The caterer shall be liable to reimburse the loss/damage of such articles/equipments. In the event of any default by the caterer, the Institute 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 Institute and the decision of the Institute in this behalf shall be final and binding on the Caterer.
- ☐ The daily and periodical maintenance and service of all articles/ equipments shall be the responsibility of the caterer. **The cost of replacement / repair and servicing of all equipments shall be borne by the caterer during the currency of the contract.**
- ☐ The Institute will provide sufficient quantity of good quality cutlery like dining plates, bowls, spoons, cups etc. at the time of taking charge by the Contractor. The contractor shall replace the cutlery due to loss, breakage, damage etc. at his own cost.
- ☐ The provision of cooking fuel shall be the responsibility of the caterer. The caterer shall be responsible for the safe keeping of the LPG cylinders etc. The caterer shall pay charges for water, electricity and gas used for cooking purposes.
- ☐ All the raw materials used in preparation of food products should be a certified ISI/Agmark (illustrative list of brands is enclosed as annexure II) wherever applicable and/ or as per the brand names/others specified by the Institute. Vegetables, fruits, other perishables, dry fruits 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.

- The caterer shall engage the services of sufficient number of able, efficient, clean (viz., with trim hair cut, moustache, nail cut), healthy (**should wear very neat and good looking hygienic uniform**& safety gloves(non-plastic) to their hands and head gears without fail while on duty), honest, well-behaved and skilled persons including qualified kitchen staff for cooking vegetarian, non-vegetarian, both South and North Indian delicacies, tandoori items and bakery products, and for rendering catering services. However, the contractor shall deploy a minimum of 3 waiters/serving personnel for 25 participants. For every additional group of 15 participants or part thereof, the caterer shall deploy additional one-waiter/serving personnel.
- A Manager/supervisor shall be appointed by the Caterer in consultation with the Institute. **Preferably a competent person having three year diploma in Hotel management with three years experience or possessing a Certificate in Craft Certificate course in Food Production with 5 years experience in the institutional catering should be appointed. The catering Manager/supervisor(s) appointed by the caterer should be available throughout the production and service period at the Institute.**
- The caterer shall render catering services at his cost and he will be responsible for the sufficient number, good conduct and performance on the part of his personnel and the caterer shall be deemed, for all legal and contractual purposes, as the employer of the said persons engaged by him and such persons will not have any claim for employment in the Institute now or at a future date.
- The caterer shall be responsible for training, allotment of duties and timings to his / her personnel in the kitchen and dining room and at other places connected with the catering services.
- 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.
- 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 Institute. The certificate of fitness obtained from the Medical officer should be produced for scrutiny by the Institute. The cost of medical check up shall be borne by the caterer.
- The Caterer should arrange for up keep of the Dining Hall, kitchen area, toilets and washing area at least 3 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 premises are kept hygienic and clean. Wash area must be cleaned continuously during Break fast, Lunch and dinner times. Liquid hand wash of reputed make like Lifebuoy/Dettol/Palmolive should be provided at all wash basins in wash area of dining halls.

Periodical preventive pest control measures will be carried out by the authorities of the Institute, the cost of which has to be borne by the Caterer and he/she ensure cleaning.

- ☐ 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. Caterer should ensure that cups, plates, tumblers, spoons, etc. are cleaned and dried properly and he should provide paper napkins at dining hall or other places wherever food and beverages are provided. **Caterer should arrange for providing proper cover for wastages besides proper and regular disposal of garbage on daily basis, lest the authorities of Institute will arrange for disposal of the same, the cost of which has to be borne by the Caterer.**
 - ☐ The caterer shall devote his full attention to the work of purchases, preparation and service and shall discharge his / her obligations under the arrangement most diligently, efficiently and honestly.
 - ☐ The caterer or his employees shall not use the premises allotted to him / her for any purpose other than for the purposes of preparation, storing and servicing and shall not act in any manner so as to cause any nuisance or annoyance or disturbance to the Institute or the participant trainees at the Institute.
 - ☐ The caterer shall at all times during the currency of the contract comply with and observe all directions and instructions which may be given by the SBILD Asst. General Manager, Chief Manager (Admn.), Dy./Manager (Hospitality) and such other authorised officials concerning every aspect of the catering service.
 - ☐ The caterer shall bear all costs and expenses and stamp duty in respect of all documents that may be entered into with the Institute.
 - ☐ The caterer shall alone to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the Central Government(s) or any local body or authority for and in connection with the rendering of catering services. *However, relevant taxes which are applicable to bank, if any, will be paid by the bank.*
02. The contract for catering services shall be for a minimum period of two years from the date of commencement of the contract, renewable at the discretion of the Institute 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 obligated to meet the Mess Committee /AO/Dy./Manager (Hospitality) once in a month 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.
03. The performance of caterer would be assessed and monitored by the AO/Dy. Manager (Hostel) and/or Mess Committee at periodical intervals with or without the assistance of external expertise as may be decided by the Institute. The caterer shall comply with such observations/feedback made and furnished for improvement of the services by him/her.

- **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.**
- The contract shall stand terminated on the expiry of 2 years by efflux of time or earlier may be terminated at one month's notice by the Institute, if any of the stipulated conditions or qualitative dimensions of the menu or services agreed upon by the Contract are not met to the satisfaction of the Institute. Likewise the caterer may after giving 3 months' notice to the Institute, terminate the Contract, if he so desires.
- If the caterer assigns or sublets the catering services without the written approval of the Institute, the Institute shall be at liberty and at its discretion to terminate the contract without any further notice.

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 **3% of the Contract value (12 months estimate 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 non performance 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.

- In the event of caterer being a firm, the catering contract must be executed 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 Institute 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.
- The tenderer who is awarded the contract will upload the bills **programme wise** for the services rendered only at the end of each fortnight, i.e, from **1st to 15th and 16th to the last day of every month,** to the Chief Manager(Administration), who will arrange for scrutinising the bills and if found in order, certify for payment along with the certificate to the extent that all the equipments supplied by the Institute are well maintained and are in order. The payments will be made within one week from the date of certification, 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.
- The Institute further reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of food, inefficient

service, non-adherence to agreed menus and shortage of any of the items in the menu have been received or noticed without assigning any reason whatsoever and no claim will be entertained in this regard.

- Without prejudice to anything contained herein the Institute also reserves the right to impose penalty equivalent to the proportionate cost of such item/items multiplied by the number of the participants attending on the day which is/have been found to be of poor/bad quality, or for insufficient quantity or for unsatisfactory service or for non serving of any food agreed, and the decision of the Institute in this regard will be final and binding on the Caterer. No claims will be entertained in this regard.(illustrative list is indicated in the Annexure III).
- 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 register to be maintained (Dine-out) with the Manager (Hostel). In the event of insufficient / bad quality / non-serving of any food agreed upon to be served, the Institute will be within its rights to make suitable deductions from the Caterer"s bill.

If the number of participants on any day is less than 50, the caterer will be paid an overhead of 25% of the rate applicable per head per day for the number of shortfall, from the ceiling of 50 persons per day.

- In case the caterer fails to fulfill his obligations for any day or any number of days to the satisfaction of the Institute, for any reason whatsoever, he shall pay by way of penalty as detailed hereunder. The Institute shall without prejudice to their rights and remedies, be entitled to deduct such penalty from the money, if any, payable by them to the caterer.

□

Programme rating given by the participants		Deduction / Penalty on the bill for the programme
Rating between 3.75 and 4.0 **		5 % on the bill amount of the programme,
Rating between 3.50 and 3.74	**	10% on the bill amount of the programme,
Rating below 3.50	**	20% on the bill amount of the programme

** In case any programme falls under penalty clause, average rating of concurrent programmes during the same period will be taken into consideration for computation of penalty rate.

For other deficiencies mentioned in Annexure III penalties will be levied separately

- ☐ All questions relating to the performance of the obligations under this tender document and to the quality of ingredients used in preparing the 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 tender document or payment to be made in pursuance thereof shall be decided by the Dy. General Manager(R&A) of the Institute, whose decision shall be final, conclusive and binding on the caterer.
 - ☐ All taxes which the Institute 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 Institute in respect of such payments.
 - ☐ 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 Chief Manager/Asst. General Manager (Administration) 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.
 - ☐ The tenderer should possess all licences and registrations as may be required under law and shall be duly registered with the Assistant Labour Commissioner (State as well as Central) and the Contract Labour (Regulation & Abolition) Act. The tenderer shall comply with all rules and regulations in force relating to, pertaining or connected with the persons engaged or employed by him. Caterer shall ensure that all Provident Fund and other statutory deductions made from the employees of his firm/company at the Institute are promptly credited to the accounts of respective authorities. Any dispute regarding such dues shall be dealt with and settled by the caterer.
18. i) The contractor shall be liable to comply with all rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable in future.
- ☐ The contractor shall accept and bear full and exclusive liability for the payment of any or all taxes etc., except Service Tax, now in force or hereafter imposed, increased and revised from time to time by the Central 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.
 - ☐ 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 upload proof of remittances to ESI on a quarterly basis along with his bill for that quarter.

- 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 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.
- 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.
- The contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from all infections/ diseases.
- 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.
- 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**.
- 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.
- 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 Director / Chief Manager (Administration). A "Suggestion-cum-Complaint Register" will be maintained in the dining hall and the same will be uploaded to the Dy. Manager (Hospitality) 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.
- Caterer should ensure compliance with all legal and statutory provisions in connection with the contract of catering.

- ☐ Failure to commence services within 7 days of signing of the contract or as decided by the Institute will result in **cancellation** of the contract awarded and forfeiture of security deposit.
- ☐ Any indulgence, forbearance or waiver, granted or shown or made on the part of the Institute will not prejudice its rights under the contract.
- ☐ 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 Institute and shall regularly and punctually pay each and all premia as and when the same shall become due, during the currency of the contract.
- ☐ 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.
- ☐ The tenderer whose tender is accepted has to execute a Contract with the Institute but his liability under the contract shall commence from the date of written order.
- ☐ 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/equipments 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.
- ☐ The Courts in Hyderabad City (Telangana) alone shall have jurisdiction in respect of any matters touching the tender.
- ☐ The contractor shall, at his cost, arrange for testing the quality of food by Govt. Certified Agencies on a quarterly basis.

Annexure: I

DAILY MENU		For all Participants
A. Breakfast		• Bread, Omlett with Butter & Jam • One cup Tea/Coffee/milk 100ml • Idly, Vada, Poori, Dosa, Uttappam, Upma, and Pesarattu etc (Daily any one item)
☐	Forenoon Tea / Coffee:	Dip tea/Lemon Tea or Coffee (<u>sugar/without sugar</u>)with sufficient Biscuits of two varieties viz., Britannia Marie Gold and Salted biscuits at class rooms/ Faculty blocks/ E-learning departments) (11.00 am).

☐ Lunch (Vegetarian only):	• Soup (vegetarian) for all • Poori/Roti/Naan • Two Veg Curries(one curry Spl rich with gravy) • Dal, Sambar/Rasam,kade, spl rice/White Rice, curd, salad, papad, Fresh Pickle, Avakaya pickle, one North Indian Dish, Limited Ghee and • Fruits/Icecream/Sweet
D. Afternoon Tea / Coffee	Dip Tea/Instant Coffee one cup 120 ml (<u>sugar/without sugar</u>)per Person with sufficient No. of Marie gold and Salt Biscuits. (3.15 to 4.00 P.M.) (At class rooms Faculty blocks/ <i>E-learningdepartments/Admn.department/IT wing</i>)
E. Evening Tea with Snacks	Dip Tea / Instant Coffee <i>sugar/without</i> sugar) with snacks like Samosa, Cutlets, Veg. Puff, Kachori, finger chips Cakes, Bondas, Soft Pakoda, Bread Rolls, Onion Pakoda, Chuduva (Beaten rice/Rice flakes) with Namkeens Etc., (One item of snacks to be served weekly in cyclical Menu) (At class rooms)
F. Dinner (Veg. &Non-Veg.)	• Soup (vegetarian) for all • Poori/Roti/Naan • Two Veg Curries(one curry Spl rich with gravy) • One Non Veg Dish • Dal, Sambar/Rasam,kade, spl rice/White Rice, curd, salad, papad, Fresh Pickle, Avakaya pickle, one North Indian Dish, Limited Ghee • Fruits/Icecream/Sweet.

Drinking Water to be provided by Bank.

- ☐ The charges in respect of food served to guests staying in Guest Rooms, will be paid in addition to the approved charges for Breakfast, Lunch, Dinner, etc., for the participants, if special items are served, in addition to the usual menu. If the guests are served fruits, 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.
- ☐ A cup of Coffee / Lemon Tea / Tea will be provided to the Institute Staff both in the forenoon and afternoon, and lunch will also be provided, on ala-carte basis to the regular staff members, if required, at the staff dining hall or elsewhere in the institute and the cost

of which to be agreed will be recovered by caterer from the individual/staff concerned.

- ☐ Daily / Weekly menus will be prepared and uploaded in advance for approval by the Institute and displayed in the Dining Hall for information. The various items of the menu will be changed frequently as approved by the food committee to provide variety and a uniform standard of courses as stated in the menu will be maintained at all times.
- ☐ In case of participants who check-in and checkout during the middle of the day, the above rates will be applicable. **Dinner cost for the Day Scholars/Training participants shall be deducted as they will not consume Dinner.**
- ☐ The caterer to provide / employ a cook who can prepare authentic south Indian and north Indian food.

Annexure-II

ILLUSTRATIVE 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/Vita/Jersey/heritage/Vijaya
2.	Bread	Modern/Perfect/Britannia/ Bakers" Inn / Ruchi / Spencers
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	TajMahal/Twinings/Tetley/Tata Tea or of equal
8	Coffee	Nescafe/Sunrise/Bru

[illegible]

Major deficiency during a quarter	Amount of penalty per instance						
1 st Instance	Rs.5000/-						
2 nd Instance	Rs.10000/-						
3 rd Instance	Rs.20000/-						
Above three instances	Termination of contract at the discretion of						
	the Institute or Rs. 25000/- per instance						
Minor deficiency during a quarter	Amount of penalty per instance						
1 st Instance	Rs.1000/-						
2 nd Instance	Rs.2000/-						
3 rd Instance	Rs.5000/-						
Above three instances	Rs.10000/- per instance						

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

To,

To,

**Asst. General Manager (P&E),
SBI, Premises and Estate Department,
LHO Hyderabad , 3rd Floor,
Bank Street, Koti, Hyderabad – 500 095
040-23466340**

Sir,

Our Bid for _____

We upload our Bid Document herewith. We understand that

- ☐ 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.
- ☐ SBI may follow close or open bidding process as per requirement of the SBI.
- ☐ 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.
- ☐ If our Bid is accepted, we are to be jointly responsible for the due Performance of the contract.
- ☐ Vendor means the bidder who is decided and declared so after examination of commercial bids.
- ☐ The Commercial Bidding process will be through an e-procurement e-tendering process. The online e-tendering will be conducted by the SBI or a company who have been authorized in this regard by the SBI. The bidders are required to possess a valid Digital Certificate for participating in the e-procurement process bid for Comprehensive Annual Maintenance contract for housekeeping Work.

II CERTIFICATE:

I/We read and understood all conditions and requirements of State Bank of India, catering services for SBILD Gachibowli.

Yours faithfully,

For:

Signature:

Name:

Seal of Company

Annexure-‘B’

2. Qualification criteria:

- ☐ Bidders meeting the following criteria are eligible to upload 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 uploaded
1	The bidder must be a Firm / Proprietary / Company registered under Companies Act. With an experience of minimum 05 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 plus GST registration certificates.
2	Handled minimum 3(three) single completed annual contracts in catering services in Telangana State with each contract having value of not less than Rs 19,00,000/- Or Handled minimum 2(Two) single completed annual contracts in Catering Services in Telangana State with each contract having value of not less than Rs 24,00,000/- Or Handled minimum 1(one) single completed annual contracts in Catering Services in Telangana State with each contract having value of not less than Rs 38,00,000/-	Copy of the work order and work completion certificates issued by the principal Employers specifying the below criteria's for the works carried out during the period from 31/08/2016 to 01/9/2021. 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 is enclosed.
3	The bidder should have a minimum average annual turnover of Rs14,25,000/-for the previous three years (as on 31-03-2020). Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2017-2018, 2018-2019 and provisional / audited Balance sheet for 2019-2020 , establishing the turnover criteria should be uploaded.	(i) Copy of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant including 3CA/3CD and auditor notes and accounts. (ii) Copies of returns uploaded to the Tax authorities such as IT & Service Tax etc. (iii) Any return uploaded to the labour Commissioner.
5	Bidder should have an Office in Telangana	Address Proof of the firm should be uploaded.

The bidder should have (i) Valid labour licence under section 12(1) of then contract Labour regulation and Abolition) Act, 1970. (ii) Registered with ESI, EPF, GST etc authorities and must be in possession of Permanent Account No (PAN)

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 uploaded in pursuance of eligibility criteria, should be highlighted.

Signature
Seal of Company

	Sl. No	Abstract of Annexure- 'B'
	Year of Establishment	

	2018	Annual Turnover in last 3 years	
	2019		
	2020		
	License Labour /PF/St/ESI/EPF/ PAN		
	Office in Hyderabad Yes/NO		
	Experience of work in terms of Value 3(Three) single completed Annual Contract not less than Rs 19,00,000/- (OR) 2(Two) single completed Annual Contract not less than Rs 24,00,000/- (OR) 1(One) single completed Annual Contract not less than 38,00,000		

Annexure – D

BIDDER DETAILS

Details of the Bidder

- ☐ Name of the Firm:
- ☐ Date of Incorporation and / or commencement of business:
- ☐ Certificate of incorporation:
- ☐ Brief description of the Bidder including details of its main line business:
- ☐ Company website URL, if any
- ☐ Particulars of the Authorized Signatory of the Bidder
- ☐ Name:
- ☐ Designation:
- ☐ Address:
- ☐ Phone number (Landline):
- ☐ Mobile Number:
- ☐ Fax Number:
- ☐ Email Address:

Signature

Seal of Company

Annexure- F

Format for Performance Guarantee

BANK GUARANTEE

To,
State Bank of India
SBILD, Gachibowli,
Hyderabad.

(Hereinafter referred to as "SBI")

Whereas consequent to your Request for Tender 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 TENDER the Contractor has to upload a Bank Guarantee from a any scheduled commercial Bank, other than SBI in favour of you.

And whereas, we, _____ SBI, having our branch office at _____ (hereinafter referred to as "the Guarantor") on the request of the Contractor hereby expressly and unreservedly undertaken 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, protect 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 SBI, 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 SBI)

Place:

ANNEXURE-G**CERTIFICATE**

Certified that we have remitted the monthly subscription of Employees Provident Fund & Employees State Insurance to the workers employed by me in the State Bank Of India , Hyderabad for catering services for the Month.....Year

Office in which subscription remitted	Bill No. & Date	Emp.Prov. Fund (EPF)	(ESI)	Others

Signature with seal of the Contractor

ANNEXURE-H

DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

I/We.....S/o/D/o.....
.....Residing at
..... hereby certify that none of our
relatives(s) as defined in the Tender document is/are employed in SBI as per details given in tender
document. In case at any stage, it is found that the information given by me is false/incorrect, SBI shall
have the absolute right to take any action as deemed fit, without any prior intimation to me.

(The near relatives are members of a Hindu undivided family/husband and wife/ the one related to the
other in the manner as father, mother, son(s) and son's wife (daughter- in- laws), daughter(s), husband
(son-in-law), brother(s) and brother's wife, sister(s) & sister's husband (brother-in-law).

Place :

Date :

Signature with seal of the Contractor

Name in Capital Letters:

Address:

ANNEXURE-I

UNDERTAKING

We hereby certify that we have gone through the tender document and we have fully understood the conditions herein. We hereby assure that we will comply with the conditions and upload monthly compliance statements regarding minimum wages and other Labour related statutory formalities like PF, ESI, etc.

Place :

Date :

Signature with seal of the Contractor

Name in block letters:

Address:

Annexure: F

BANK GUARANTEE

To,

Asst General Manager
State Bank of India
SBILD
Gachibowli, Hyderabad.

(Hereinafter referred to as "SBI")

Whereas consequent to your Request For Tender 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 TENDER the Contractor has to submit a Bank Guarantee from a any scheduled commercial bank, other than SBI in favour of you.

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 undertaken 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, protect 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:

State Bank of India

PART-B

PRICE- BID

COMPREHENSIVE CONTRACT FOR CATERING SERVICES

AT

STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT (SBILD)
Opp Hyderabad University, GACHIBOWLI, Hyderabad
PH: 040-23012706

Last Date for Submission is: 27/10/2021

**Asst. General Manager (P&E),
SBI, Premises and Estate Department,
LHO Hyderabad , Third Floor,
Bank Street, Koti, Hyderabad – 500 095**
040-23466340

PRICE BID (To be uploaded online in e-tender)

To,
Asst. General Manager (P&E),
SBI, Premises and Estate Department,
LHO Hyderabad , 3rd Floor,
Bank Street, Koti, Hyderabad – 500 095
040-23466340

Sir,

COMMERCIAL PRICE BID:
TENDER FOR PROVIDING CATERING SERVICES CONTRACT AT SBILD, GACHIBOWLI, HYDERABAD

With reference to your Notice Inviting Tender for providing Catering Services for your SBILD, Gachibowli, Hyderabad, we give below our commercial prices:

		Rs
A	Everything inclusive <u>but exclusive of taxes per participant</u>	Rs
	(Per day Breakfast, Forenoon Tea/Coffee, Lunch, Afternoon Tea/Coffee, Evening Tea with snacks, Dinner)	
	<i>Break up of item rates</i>	
	A. Breakfast	
	B. Forenoon Tea/Coffee with biscuits	
	C. Lunch (Veg)	
	D. Afternoon Tea/Coffee with biscuits	
	E. Evening Tea with snacks	
	F. Dinner (Veg/Non-veg)	

DATE:

Signature of the Tenderer
Seal
Name &Address

Note: Please indicate the manpower deployment provided by you and the cost analysis thereof for engaging the required manpower plus the cost of cooking and raw materials separately to support rates quoted by you.

☐ **Dinner cost for the Day Scholars/Training participants shall be deducted as they will not consume Dinner.**

COSTING*			AMOUNT	
Raw Material		Per day per participant		Rs.
Skilled		Per month		
Unskilled		Per month		
Over heads, profit &		Per month		

*Calculated on the basis of 80 participants per day. GST will be paid extra. Bidders should not include GST amount.

Note : For ensuring quality of food, hygiene, service etc, A bench mark rate is fixed which will be disclosed before opening of Price Bid, contractors/ firms quoting below the bench mark will be summarally rejected.

Seal:

Date:

Signature of the Tenderer

NOTE: Bidder should include cost for cleansing material, Cooking material payment towards the cost such as Insurance, personal protective equipment, uniform, consumables, required tools & machineries etc. GST amount should not be loaded in the Commercial Bid and shall be paid extra as applicable, by SBI. The successful vendor has to upload system generated GST tax invoice incorporating SBILD's GST in number and vendor GST no. Manual GST invoices will not be accepted. Bonus amount as per Bonus Act will be reimbursed and should not be loaded in the Commercial Bid. IT shall be deducted on total bill as applicable.

2. Participants requirement is indicative. It may vary depend on the programme.

Dated this _____ day of _____ 2021

For and on behalf of _____ (With seal)

Signature _____

Name _____

Designation _____

Firm Name with seal:

Signature of the Tenderer