



STATE BANK OF INDIA

PREMISES & ESTATE DEPARTMENT, 3RD FLOOR,
STATE BANK OF INDIA, BKC, BANDRA EAST, MUMBAI – 51.

PART – A: TECHNICAL BID

PROVIDING CATERING SERVICES AT SBI'S SBILD, VASHI, NAVI
MUMBAI

TENDER SUBMITTED BY:

NAME : _____


ADDRESS : _____

DATE : _____

NOTICE INVITING TENDER

State Bank of India (SBI), Mumbai invites online two-bid tenders from Catering Service Providers for Providing Tender for Providing Catering Services at State Bank of India, SBILD, Vashi, Navi Mumbai.

2. The other details of the tender are as under:

1.	Tender ID	MUM20220903
2.	Name of Work	Providing Catering Services at SBI's, SBILD, Vashi, Navi Mumbai
3.	Earnest Money Deposit (EMD)	₹ 32,500/- (Rupees Thirty Two Thousand Five Only) in the form of Demand Draft / Banker Cheque issued by any Scheduled Commercial Bank drawn in favor of “ State Bank of India ” payable at Mumbai which shall be converted into Security Deposit for successful contractor, whose tender is accepted. ➤ Note: Exemption to MSME registered firms for which bidder must submit proof of MSME registration.
	Note:	<i>The bidders who have submitted the bid in the previous tender having Tender ID MUM20220903 for the captioned work <u>need to submit the tender afresh but are exempted to submit the Earnest Money Deposit in this tender as a special case.</u> However, no such exemption may be available in future and cannot be claimed right as by any bidder.</i>
4.	Security Deposit (ISD)	The successful bidder whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted “Annual Contract Value” as Security Deposit (SD) in the form of Bank Guarantee (BG) issued by any Nationalised / Scheduled Commercial Bank (other than State Bank of India) favoring “ State Bank of India ” payable at Mumbai. The Bank Guarantee (BG) must be in Bank’s approved format.
5.	Date of availability of tender documents on Bank’s website / e-tender portal	From 10.09.2022 to 30.09.2022 up to 03:00 PM on Bank’s Website: https://bank.sbi/web/sbi-in-the-news/procurement-news and e-Tender Portal: https://etender.sbi/SBI/
		

6.	Last date & time for submission of EMD (in original)	From 10.09.2022 to 30.09.2022 by 01:00 PM at address as mentioned in point no.: 12 of the NIT. Note: It is sole responsibility of the bidder to ensure submission of their EMD in the prescribed form by stipulated date and time at specified address failing which they will not be allowed to participate in e-tendering.
7.	Last date & time for submission of Online Technical Bid and Price Bid	From 10.09.2022 to 30.09.2022 by 03:00 PM To be submitted online on e-tender portal – https://etender.sbi/SBI/ Note: 1. It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. 2. Tenders received without EMD shall be summarily rejected.
8.	Date and Time of Opening of Online Technical Bid	On 30.09.2022, 03:30 PM on e-tender portal – https://etender.sbi/SBI/ .
9.	Date and Time of Opening of Online Price Bid.	The price bid of only those bidders will be opened who got shortlisted in the Technical bid.
10.	Selection procedure	Techno-commercial evaluation by assigning 60% weightage for technical parameters and 40% weightage for price bid.
11.	Contact Person of e-tender service provider	i. Sujith - 7940270579, sujith@eptl.in ii. Pooja Shah – 9328931942, pooja.shah@eptl.in iii. Khushboo Mehta – 9510813528, 9081000427, Khushboo.mehta@eptl.in iv. Other Contact details: 9510813528 6354919566 9081000427 e-mail: etender.support@sbi.co.in
12.	Address for Communication	Asst. General Manager (P&E), State Bank of India, Premises Department, 3 rd Floor, C-6, Synergy Building, BKC, Bandra East, Mumbai – 400 051. agmpe.lhomum@sbi.co.in Contact No.: 022-26445665 / 41
13.	Validity for Offer	3 (three) months from the date of opening of price bid
14.	Date of Commencement of Work	1 st Day of Succeeding month of the Work Order
15.	Penalty/Liquidated damages	As per relevant clause in the tender document
16.	Period of Honoring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays).
17.	Insurance	As per insurance clause of the tender document

3. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.



4. Bank's reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

5. The bidders disqualified / debarred / terminated by the Bank during the last three years from any of their projects on account of unsatisfactory performance, shall not be eligible to apply/quote.

6. All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online tendering.

7. The applicants are categorically advised to refrain from mentioning the remark "AS PER ATTACHEMENT / ENCLOSURES" in their applications and annexures to avoid rejection of their applications.

8. Conditional tenders shall be summarily rejected.

9. Any corrigendum / addendum in the matter will be published only on Bank's website or e-tender service provider portal mentioned hereinabove.

10. For any clarifications regarding e-Tendering procedure, system requirements etc. please contact M/s e-Procurement Technologies Limited, Ahmedabad, whose contact details are mentioned in the NIT.

Asst. General Manager (P&E)

ELIGIBILITY CRITERIA

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 / Partnership / Company / LLP registered under Companies Act with an experience of minimum 05 years in the field of Catering services as on 30.08.2022.	<p>-In case of Proprietorship concerns copy of Shop License/Registration and the GST Registration certificate.</p> <p>-In case of partnership firms, Copy of the firm registration certificate, partnership deed and PAN / GST Registration Certificate.</p> <p>-In case of company, copy of Certificate of Incorporation issued by Registrar of Companies and full address of the registered office plus PAN / GST registration certificates.</p> <p>-In case of LLP company, copy of certificate of incorporation, LLP Agreement, PAN / GST registration certificates</p>
2	<p>Three similar completed works (single work order) each one having “Annual Contract Value” not less than ₹13.10 Lakh and minimum 50 lunch tie-up daily for each work order.</p> <p align="center">OR</p> <p>Two similar completed works (single work order) each one having “Annual Contract Value” not less than ₹16.38 Lakh and minimum 50 lunch tie-up daily for each work order.</p> <p align="center">OR</p> <p>One similar completed work (single work order) having “Annual Contract Value” not less than ₹26.21 Lakh and minimum 50 lunch tie-up daily.</p>	<p>Copy of the work order and work completion certificates issued by the Principal Employers specifying following information relating to the works carried out during last 7 years ending on 28/02/2022:</p> <ol style="list-style-type: none"> 1. Scope of work. 2. Contract value. 3. No. of Lunch Tie-up. 4. Period of the contract. 5. Date of commencement of the contract 6. Date of completion of the contract 7. Monthly payment 8. Satisfactory Report
	<p>“Similar Completed Work” under this clause shall mean successful completion of Catering Services (Single work order) for commercial buildings of the Scheduled Banks, Financial Institutions, Central & State Govt. Departments/Organisations, Public Sector Undertakings, Multinational National Company and Public (listed) Limited Company.</p>	
3	The bidder should have a minimum average annual turnover of ₹13.10 Lakh for the best three financial years out of last 5 financial years	Audited / Certified Balance Sheet (by Chartered Accountant) for the financial years 2017-18, 2018-2019, 2019-20, 2020-21 and 2021-22 establishing the turnover criteria should be submitted.
4	The bidder should be profitable organization on the basis of operating profit for at least 3 years out of last 5 financial years	If the balance sheet for FY 2021-22 is not audited, provisional balance sheet duly signed by CA should be submitted.

5	The bidder should have a solvency of ₹13.10 Lakh certified by a Scheduled Commercial Bank.	The Solvency Certificate should not have been obtained earlier than 30.06.2022.
6	The bidder should have its own well-equipped kitchen having (i) Licenced kitchen area from Health Department of Minimum 500 sq. ft. (ii) Distance of Kitchen from State Bank of India, SBILD, Vashi must be within 25 KM (by roadway)	Certified copies of supporting documents to be attached as under: i. Address proof of the kitchen with pin code. ii. Health Department Certificate stating area of the kitchen iii. Screenshot of Google Map stating the distance by roadway between State Bank of India and the Kitchen.
7	The bidder should have applicable and valid registrations with statutory authorities, viz. (i) Food & Drug (FSSAI) (ii) Health Licence (iii) NOC from Fire Department (iv) Maharashtra Labour Welfare (v) Income Tax (PAN) / TAN, (vi) Goods & Service Tax (GST), (vii) Labour License (viii) Employees Provident Fund Organisation (EPF), (ix) Employees State Insurance (ESI) Corporation, PAN etc.	Certified copies of supporting documents to be attached.
8	The bidder should have valid HACCP, ISO 22000 Certificate	Certified copies of supporting documents to be attached
9	The bidder should have office at Mumbai / Thane / Navi Mumbai.	Address Proof of the firm should be submitted.
10	The bidder should not have been disqualified / debarred / blacklisted during last 3 years from any Governments, Semi-governments, PSUs, Banks including any of the Offices / Branch of State Bank of India Pan India, Multi-National Corporations or involved in any illegal activity or financial frauds.	Suitable declaration to this effect to be submitted on the Letter Head of the bidder duly signed by the Authorised Signatory only

Copies 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.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor

TECHNICAL BID EVALUATION MATRIX

Maximum Score for Technical Bid Evaluation: 100 Marks
 Minimum marks required for qualifying in Technical Bid Evaluation: 60 Marks

1. Technical bid of the Bidder will be evaluated based on the information duly supported by the documents submitted and based on the following evaluation matrix.
2. During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below: -

(i)	Number of Years in Operations as on 28/02/2022	Max. 10 Marks
(a)	5 years and up to 7 years	4 Marks
(b)	More than 7 years and up to 10 years	7 Marks
(c)	More than 10 years	10 Marks
(ii)	Average Annual Turnover for the best three financial years out of five last financial years	Max. 10 Marks
(a)	Equal to or More than ₹13 Lakh and up to ₹50.00 Lakh	4 Marks
(b)	More than ₹50.00 Lakh and up to ₹100.00 Lakh	7 Marks
(c)	More than ₹100.00 Lakh	10 Marks
(iii)	Value of Single Largest Similar Work Completed in Last 7 Years	Max. 10 Marks
(a)	Equal to or More than ₹26.00 Lakh and up to ₹50.00 Lakh	4 Marks
(b)	More than ₹50.00 Lakh and up to ₹100.00 Lakh	7 Marks
(c)	More than ₹100.00 Lakh	10 Marks
(iv)	Value of Single Largest Similar Work in Hand	Max. 10 Marks
(a)	Equal to or More than ₹26.00 Lakh and up to ₹50.00 Lakh	4 Marks
(b)	More than ₹50.00 Lakh and up to ₹100.00 Lakh	7 Marks
(c)	More than ₹100.00 Lakh	10 Marks
(v)	Distance to Kitchen from State Bank of India, SBILD, Vashi, Navi Mumbai (by Roadway)	Max. 10 Marks*
(a)	Within 10 KM	10 Marks
(b)	More than 10 KM and up to 20 KM	7 Marks
(c)	More than 20 KM and up to 25 KM	4 Marks
(vi)	Area of Kitchen	Max. 10 Marks
(a)	Equal to or More than 500 sq. ft. and up to 1,000 sq. ft.	4 Marks
(b)	More than 1,000 sq. ft. and up to 2,000 sq. ft.	7 Marks
(c)	More than 2,000 sq. ft.	10 Marks
(vii)	Performance Certificates for Similar Work Completed in Last 7 Years ending on 30.08.2022 from Scheduled Banks, Financial Institutions, Central & State Govt. Departments/Organisations, Public Sector Undertakings, Multinational National Company and Public (listed) Limited Company.	Max. 10 Marks
(a)	If satisfactory performance submitted from Three Employer for project not less than ₹13.00 Lakh / Two Employers for project	10 Marks

		not less than ₹16.00 Lakh / One Employer for project not less than ₹26.00 Lakh	
	(b)	If satisfactory performance submitted from Two Employer for project not less than ₹13.00 Lakh / Two Employers for project not less than ₹16.00 Lakh / One Employer for project not less than ₹26.00 Lakh	7 Marks
	(c)	If satisfactory performance submitted from One Employer for project not less than ₹13.00 Lakh / Two Employers for project not less than ₹16.00 Lakh / One Employer for project not less than ₹26.00 Lakh	4 Marks
(viii)	Quality of Services by the bidder at their Kitchen <i>(To be decided by the Bank based on client feedbacks / site visit reports, the decision taken by the Bank in this regard will be final and binding)</i>		Max. 30 Marks
	(a)	Level of general cleanliness and Hygiene maintained in the master kitchen	0 to 5 Marks
	(b)	Quality of food	0 to 5 Marks
	(c)	Quality of material used for food preparation (fresh vegetables, standard ingredients and spices used in the food)	0 to 5 Marks
	(d)	Mechanisation of operations and availability of food container for transportation of food items	0 to 5 Marks
	(e)	Proper Uniform (with Company's name badge), shoes, apron, hand gloves provided to the chef / cook, helpers etc.	0 to 5 Marks
	(f)	Inspection by Food Inspector / Government Authority, if any, done.	5 Marks (no marks if inspection not done)

3. Information required from point number (i) to (viii) above should be supported with certified/attested copies of the relevant documents confirming compliance of technical bid evaluation criteria by the tenderer for evaluation.
4. Out of the various bidders achieving minimum 60 Qualifying marks in the Technical Bid Evaluation above, maximum Top 10 bidders shall be shortlisted for participating in online price bid.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor
With Seal

BID EVALUATION

1. All the bids received will be screened and shortlisted by the Screening Committee of the Bank based on the eligibility criteria and the details submitted by the bidder and will assign marks as per Technical Bid Evaluation Matrix, as mentioned hereinabove, to shortlist maximum top 10 bidders (the score will be binding to all the bidders and cannot be challenged) and the price bid of only shortlisted bidder will be opened.
2. 60% weightage will be assigned to technical bid and 40% to price bid.
3. **Formula to Calculate Total Score of a Bidder:**

Wherein-

T_h – Highest Marks in Technical Parameters

T_b – Marks obtained by the bidder in Technical Parameters

F_l – Lowest Financial Bid

F_b – Financial Bid of the bidder

TS_b – Total Score of the bidder

$$TS_b = (0.6 \times T_b / T_h) + (0.4 \times F_l / F_b)$$

Example for Evaluation of Proposals:

The example to calculate most successful bidder based on marks given on each of the above parameters is as follows:

- Each of the stipulated parameters carries maximum marks with Total Marks of Technical bid evaluation equal to 100.
- For deciding the most successful bidder 60% weightage shall be given to technical parameters and 40 % shall be given to price bid.
- **EXAMPLE IS GIVEN BELOW.:**
- Suppose three bidders are short listed as A, B, & C based on technical bid scrutiny & site visit and they secured marks out of 100 as under:
 - A – 78 marks;
 - B – 71 marks;
 - C – 65 marks
- As 'A' secured highest marks in technical evaluation, to work out percentile score, following will be the calculation:
 - A : $(78 / 78) \times 100 = 100$
 - B : $(71 / 78) \times 100 = 91.02$
 - C : $(65 / 78) \times 100 = 83.34$
- Now that technical bids are evaluated, financial bids can be opened.
- Financial quotes for three bidders are as follows:
 - A : ₹ 300 per annum
 - B : ₹ 250 per annum
 - C : ₹ 200 per annum

- As 'C' has quoted lowest price, to work out percentile score, following will be the calculation:

- C : $(200 / 200) \times 100 = 100$
- B : $(200 / 250) \times 100 = 80$
- A : $(200 / 300) \times 100 = 66.67$

- Since proportion of technical to financial score is specified to be 60:40, then final scores will work out as follows:
 - A : $(100 \times 0.60) + (66.67 \times 0.40) = 86.67$
 - B : $(91.02 \times 0.60) + (80 \times 0.40) = 86.61$
 - C : $(83.34 \times 0.60) + (100 \times 0.40) = 90.00$

From the above, the most successful bidder would be the one with highest percentile score i.e. 'C'.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor
With Seal

Name:

Place:

Date:



APPLICATION FORM

(FOR REFERENCE ONLY; TO BE FILLED ONLINE)

1	Name of the Organization	
2	Full Postal Address of Organization with Pin Code	
3	Contact Details: (i) Name of Contact Person (ii) Phone No. (iii) Mobile No. (iv) E-mail ID
4	Year of Establishment (Enclose certified copies of documents as an evidence – ENCLOSURE - 'A')	
5	Constitution of Firm (Enclose certified copies of documents as an evidence – ENCLOSURE - 'B')	Sole Proprietorship / Partnership Firm / Private Ltd. / Public Ltd. / LLP / Any other (Please specify)
6	Whether registered with the Registrar of Companies / Registrar of Firms (if so, mention number and date and enclose certified copies of documents as an evidence – ENCLOSURE - 'C')	
7	Registration with Govt. Authorities (Enclose certified copies of documents as an evidence – ENCLOSURE - 'D')	
	a. Food & Drug (FSSAI) No.	
	b. Health Licence No.	
	c. NOC from Fire Department No.	
	d. Maharashtra Welfare No.	
	e. Income Tax (PAN) No. / TAN No.	
	f. Goods & Service Tax (GST) No.	
	g. Labour Licence No.	
	h. EPF Registration No.	
	i. ESI Registration No.	

8	Quality related certificate (Enclose certified copies of documents as an evidence – ENCLOSURE - 'E')	
	a. HACCP Certificate No.	
	b. ISO 22000 Certificate No.	
9	Names of Directors / Partners / Associates / Proprietor	
10	Biodata of Directors / Partners / Associates / Proprietor	Please fill up enclosed Annexure - 'F' along with supporting documents for their academic / professional qualification
11	Solvency Certificate Details (i) Amount (ii) Bank's Name (iii) Date of Issuance (Enclose certified copies of documents as an evidence – ENCLOSURE – 'G')	₹..... / / 20.....
12	Financial Information	Please fill up enclosed Annexure 'H' & enclose copies of audited balance sheet, profit & loss statement and CA certificate
13	Yearly turnover of the organization during last 5 years (year wise) (Enclose certified copies of documents as an evidence – ENCLOSURE - 'I')	2016-17: ₹..... 2017-18: ₹..... 2018-19: ₹..... 2019-20: ₹..... 2020-21: ₹..... 2021-22: ₹.....
14	Details of Similar works completed during the last 7 years in Scheduled Banks, Financial Institutions, Central & State Govt. Departments/Organisations, Public Sector Undertakings, Multinational National Company and Public (listed) Limited Company	Please fill up enclosed Annexure 'J' & enclose copies of Work Orders and Satisfactory Completion Certificates (as per Annexure 'L')
15	Details of Similar works under execution / awarded in Scheduled Banks, Financial Institutions, Central & State Govt. Departments/Organisations, Public Sector Undertakings, Multinational National Company and Public (listed) Limited Company	Please fill up enclosed Annexure 'K' and enclose copies of LOI / Work Order / Agreement
16	Details of Kitchen owned by the bidder from where he proposed to supply lunch	

	a. Full Postal Address of Kitchen with Landmark and Pin Code. (Enclose certified copies of documents as an evidence – ENCLOSURE - ‘M’)	
	b. Distance of Kitchen from State Bank of India, LHO, BKC (by roadway) (Enclose screenshot of Google Map as an evidence – ENCLOSURE - ‘N’) KM
	c. Licenced Area of Kitchen certified by the Health Department (Enclose certified copies of Health Department Certificate as an evidence – ENCLOSURE - ‘O’) Sq. ft.
17	List of Professionals / Technical / Non-technical Personnel employed permanently.	Please fill up enclosed Annexure ‘P’
18	List of empanelment / enlistment / registration with other Organizations / statutory bodies etc. (If so, furnish their names, category and date of registration):	
	Name of the Organization	Category
		Year since empanelled
19	Mention if blacklisted and / or blacklisting proceedings pending with any client. Details of the same, with reasons, to be furnished.	
20	Details of disputes / litigations, if any, during the period of last 03 years. If yes, please provide details thereof, with reasons.	
21	Whether any penalty imposed by Law Enforcing Agencies such as Labour Department, Sale Tax, GST, etc. If yes, please provide details thereof, with reasons.	
22	Details of penalty / liquidated damage imposed by any client for defective / delayed / non-compliance of services / work or violation of terms of the contract, during the last 3 years, ended on 30.08.2022. If yes, please provide details thereof, with reasons.	
23	Whether firm had been barred from participating in the bidding process or kept in cooling period/under suspension by any client, during the last 3 years, ended on 28.02.2022. If yes, please provide details thereof, with reasons.	
24	Please indicate details of any bankruptcy/winding up of proceedings at any point of time in past.	

Note: Please enclose separate sheets for additional information, photographs, and documents

BIO-DATA OF THE DIRECTORS / PARTNERS / PROPRIETOR / KEY ASSOCIATES

1. Name :
2. Date of Birth :
3. Associates with the organization since :
4. Professional Qualification :
5. Professional Experience :
6. Professional Affiliation :
7. Membership in :
8. Details of Published papers in Magazine / Journals (if any) :
9. Details of cost-effective methods/innovative techniques adopted in the project :
- 10 Exposure to new material / technology :

Signature of Applicant with Seal

FINANCIAL INFORMATION

I. BANK DETAILS

Name of the Bank :
 Branch with Address :

 City :
 Contact Person in the Bank :
 Contract Details :

II. DETAILS OF CHARTERED ACCOUNTANT

Name :
 Address :

 Registration details of accountant :
 Contact Number :
 E-mail address :

III. FINANCIAL ANALYSIS – Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

SN	YEARS	2017-18	2018-19	2019-20	2020-21	2021-22
(i)	Gross Annual Turnover in Catering Services					
(ii)	Profit/Loss					
(iii)	Financial Position					
	a. Cash					
	b. Current Assets					
	c. Current Liabilities					
	d. Working Capital (b-c)					
	e. Current Ration					
	f. Acid Test Ratio (Quick Assets/Current Liabilities (a/c))					

IV. Income Tax Clearance Certificate

V. Solvency certificate from Bankers (Schedule Bank) of Applicant.

VI. Financial arrangements for carrying out the proposed work

Signature of Chartered Accountant with seal

Signature of Applicant with Seal

Annexure – ‘J’

DETAILS OF ALL ‘SIMILAR’ WORKS COMPLETED DURING THE LAST SEVEN YEARS

(Enclose supporting documents i.e. Work order and Satisfactory Completion Certificate

Obtained from the Clients)

S. No.	Name of Work	Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID)	Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank	Agreement No. & Date of Agreement with Client	Location and Scope of the Work	Date of Commencement of Work	Actual date of completion of work	Total Term of the Contract (in Months)	Work Order Amount (in ₹)	Total Amount of Work Done (in ₹)	Annual Contract Value (₹ Per annum)	Daily Lunch Tie-up (Nos.)	Litigation / Arbitration pending/ In progress with details (if any)

(Add separate sheet if required)

Note:

- Information must be filled up specifically in this format.
- The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

Signature of Applicant with Seal



Annexure – ‘K’

DETAILS OF ALL ‘SIMILAR’ WORKS ON HAND - UNDER EXECUTION OR AWARDED

(Enclose Copies of Work Orders Issued by Clients)

S. No.	Name of Work	Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID)	Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank	Agreement No. & Date of Agreement with Client	Location and Scope of the Work	Date of commencement as per contract	Likely date of completion	Total Term of the Contract (in Months)	Actual Value of the Work (in ₹)	Annual Contract Value (₹ Per annum)	Daily Lunch Tie-up (Nos.)	If Work Left Incomplete or Terminated (Furnish reasons)

(Add separate sheet if required)

Note:

1. Information must be filled up specifically in this format.
2. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

Signature of Applicant with Seal

PERFORMANCE REPORT FOR ‘SIMILAR’ MAJOR COMPLETED WORKS
(REFERRED TO IN ANNEXURE ‘J’)

1. Name of the Work with Brief Particulars
2. Agreement No. and Date
3. Agreement Amount
4. Annual Contract Value
5. Daily Lunch Tie Up (Nos.)
6. Gross Amount of Work Completed and Paid
7. Date of Commencement of Work
8. Actual Date of Completion
9. Whether the contract was renewed
10. Details of compensation levied for delay or any other reason (indicate amount)
11. Name and address of the authority under whom work executed
12. Whether the contractor employed qualified supervisor during execution of work
13. Performance report based on
 - a. Quality of Food : Excellent / Very Good / Good / Poor
 - b. Time Management, : Excellent / Very Good / Good / Poor
 - c. Resourcefulness : Excellent / Very Good / Good / Poor
 - d. General Behaviour : Excellent / Very Good / Good / Poor
 - e. Financial Soundness : Excellent / Very Good / Good / Poor

Superintending Engineer / Chief Project Manager or Equivalent
Name of Organization

Note:

1. The performance report is to be submitted separately for all major works mentioned in Annexure ‘J’.
2. The performance report preferably be submitted in the above Performa. In case, different proforma is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.

DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION

Sr. No.	Name & Aadhar No.	Designation	EPF & ESIC No.	Educational Qualification	Professional Experience	Length of continuous service with employer in years
1	2	3	4	5	6	7

Note:

- Details of Technical personnel shall be provided qualification-wise
- Organization chart of the company, additional information about Technical and administrative personnel, if any, may be submitted on separate sheet

Signature of Applicant with Seal



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 the State Bank of India as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, the State Bank of India 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-law), daughter(s), husband (son-in-law), brother(s) and brother's wife, sister(s) & sister's husband (brother-in-law).

Place :

Date :

Signature of Applicant with Seal

Name in Capital Letters:

Address:

UNDERTAKING REGARDING PRE-QUALIFICATION

(To Be Submitted by the Applicant on Their Firm / Company's Letter Head along with Their Application)

Dy. General Manager (Estate),
State Bank of India, Estate Department,
9th Floor, Corporate Centre, State Bank of India, LHO, BKC,
Nariman Point, Mumbai – 400 021.

I/We hereby certify that:

1. I / We have submitted PQ document strictly on the format prescribed by the Bank and are available on the e-tender portal & there is no change in formatting, number of pages etc.
2. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of PQ document submitted by us are clear & legible.
3. I / We have signed (with stamp) all the annexures / required documents before submitting the same.
4. I /We have read carefully & understood the instructions to the applicants.
5. I / We hereby understood and accordingly confirm that all Tender documents and supporting Prequalification documents/annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the bid / documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorise the Bank to summarily reject our tender for which we shall not make any protest.
6. I / We have not made any modification / corrections / additions /deletions etc in the PQ documents downloaded from website by me / us. In case at any stage later, it is found there is difference in our downloaded PQ documents from the original and / or any documentation, Bank shall have the absolute right to disqualify / reject our Tender and debar me / us in participating in any future tenders of Bank without any prior intimation to me / us.
7. I / We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

Signature of Applicant with Seal

TENDER FORM

(To be submitted duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder in Original along with Technical Bid document.)

Asst. General Manager (P&E),
State Bank of India, Premises Department,
3rd Floor, C-6, Synergy Building,
BKC, Bandra East, Mumbai – 400 051.

PROVIDING CATERING SERVICES AT SBI'S, SBILD, VASHI, NAVI MUMBAI

Dear Sir,

Having examined the terms & conditions, schedule of requirements, scope of work etc. of the tender for the captioned work and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the tender. I/We hereby offer to provide specified services in the said memorandum on the minimum manpower including consumable etc. basis mentioned in the attached schedule and in accordance in all respect with the schedule of instructions, scope of work and instruction in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

a	Description of work	Providing Catering Services at SBI's, SBILD, Vashi, Navi Mumbai
b	Earnest Money	₹ 32,500/- (Rupees Thirty Two Thousand Five Only)
c	Validity of Contract	For an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period subject to satisfactory performance.

2. Should this tender be accepted, I / we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to Bank, the amount mentioned in the said conditions.

3. I/we have deposited Demand Draft / Banker's Cheque for a sum as an Earnest Money Deposit with Bank. Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to Bank.

4. We understand that as per terms of this tender, the Bank may consider accepting our tender in part or whole or may entrust the catering services for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in clause 47 of Terms & Conditions of this tender.



5. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract/execution/completion period.

6. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by Bank, including taking any action against us as deemed fit.

We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same.

**Signature of the Tenderer
With Seal**



INSTRUCTIONS TO TENDERER

1. **Purpose:**

Comprehensive Annual Maintenance Contract for Providing Catering Services etc.

2. **Invitation:**

The bidders desirous of taking up the project for providing above services for the Bank are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the Most Successful Bidder will be entirely at the Bank's discretion. We seek proposals adhering to the Bank's requirements outlined in this Tender, from Bidders who have the necessary experience, capability & expertise to provide catering services adhering to the Bank's requirement outlined in this Tender.

This Tender document is not an offer by the Bank, 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 the Bank with the Successful Bidder.

3. **Eligibility Criteria:**

Bid is open to all Bidders who fulfill the eligibility criteria as mentioned in the tender.

4. **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 Bank, 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 the Bank 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. 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 tender. Bank 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 Bank with the Successful Bidder.

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.

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

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. Bank 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, Bank 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.

5. Clarifications & Amendments:

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.

6. 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 the Bank.

7. Format and Signing of Bid

- i. The bidder should prepare submission as per Technical Bid, Price Bid and other requested information.
- ii. All the required documents 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.
- iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
- iv. Bid should be typed and submitted on A4 size paper [Font: Arial 11].



- v. 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. 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.
8. At any time prior to the deadline for submission of bids, Bank may modify or alter the bidding document by issuing an amendment.
9. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been considered by the tenderer in its tender submission.
10. Any clarification issued by Bank will be in the form of an addendum / corrigendum will be available on website as mentioned hereinabove in NIT. The amendment will be binding on all bidders. Bank, at its discretion may extend the deadline for submission of bids which shall be informed to all through its website as mentioned in NIT.
11. The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related manpower requirements for the work specified.
12. The Bank shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the Bank, except under emergencies / unavoidable circumstances.
13. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
14. The Contractor shall issue identity cards / identification documents to all its employees.
15. The personnel of the Contractor shall not be the employees of the Bank and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
16. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the Bank shall not have any liability whatsoever on this account.
17. The details of the machineries proposed to deploy, and other technical details can be furnished in the technical bid.
18. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
19. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.



20. Tenders received after the due date and time are liable for rejection. Bank reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
21. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
22. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.
23. The rate should be quoted in Indian Currency (₹) only.
24. The rate quoted by the tenderer shall remain firm and shall cover and include cost required to provide proposed services, wages to the labourers, supervisors, equipment deployed, maintenance of the machineries, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST).
25. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
26. Please note that it is tenderers' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.
27. The bank shall not be bound to accept the most successful bidder and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
28. No employee of the Bank shall be engaged by the contractor during carrying out the works.
29. The tenderer shall deposit Earnest Money Deposit in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of State Bank of India, payable at Mumbai.
30. No interest shall be paid on the EMD. The tenders received without EMD shall be summarily rejected.
31. If any tenderer withdraws his tender before the said period or make any modifications / alterations in the original terms and conditions of the tender, the Bank shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the EMD as aforesaid.

32. The contractor must maintain an attendance register of the persons employed and the same will be inspected daily by the Mess-in-charge. The personnel of the Contractor will be subjected to a thorough physical checking while coming and leaving the premises.
33. If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the Bank reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
34. The contractor must submit the Police Verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
35. The staff deployed at site should be physically fit to handle the works detailed in the scope of work. The full biodata of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work.
36. All the parts of this tender documents i.e. Tender Notice, General Condition of the Contract and Instructions to the Tenderers, Offer Letter, Annexures etc. shall constitute part of the contract document.
37. The contractor shall follow such act, rules and regulations of the Local Government Bodies, State / Central Government Labour Laws that are in force and that may be framed from time to time for completion of work. Bank shall not be responsible for any infringement of the various statutes in force by the contractor.
38. The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.
39. STATUTORY DEDUCTION towards Income Tax and / or any other statutory deductions as per the law prevalent will be made as per Rules.
40. The contractor shall be responsible to ensure making payment of “Prevailing Minimum Wages”, as notified by Central Government of India, Ministry of Labour & Employment, to their labourers / employees directly in their bank accounts and shall produce relevant documents to the Bank for verification every month along with their monthly bills failing which bills may not be paid.
41. PREQUALIFICATION BID DOCUMENTS & TECHNICAL BID:
 - (i) The bidders are advised to upload required documents on e-tender portal mentioned hereinbefore by the stipulated date and time as mentioned in the NIT



hereinabove. All the required documents should be signed by the authorized person(s) before uploading on e-tender portal.

- (ii) Technical Bid not accompanied by any one or more documents mentioned in this RFP shall be summarily rejected and such bidders shall not be allowed to participate in price bidding for the project under any circumstances.
 - (iii) The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the Technical Bid Evaluation shall be returned to the bidder's registered address by Speed Post/Courier/Registered Post.
42. No union formation is allowed.
43. The Contractor's supervisor shall be first line of contact for the Bank, who shall report to the designated officers of the Bank for all requirements.
44. The scope of work mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure services to the utmost satisfaction of the Bank without any extra charge but within the accepted tender amount only.
45. All the materials required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the Bank. No sub-standard materials shall be used.



GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS:

In the contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

'The Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between Bank and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Bank from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

'Employer / Bank' means State Bank of India, Premises & Estate Department having its Office at 3rd Floor, Synergy Building, BKC, Bandra East, Mumbai - 400 051 and includes its representatives, successors, and assigns.

'Competent Authority' means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.

'The Contractor or Contractors' means the firm, agency, company, service provider or person engaged by the Bank to carry out the services. It shall also include their legal representative(s), successors or assigns.

'Site' means State Bank of India, SBILD Building, 19/C, APMC Market, APMC Market 1, Vashi, Navi Mumbai, Maharashtra 400703 is to be carried out.

'Contract value' means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

'The schedule of quantity' means the schedule of quantity as specified and forming part of this contract.

'Works' or **'Work'** means the work(s) described in the "Scope of Work" and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

'Month' means calendar month.

'Week' means seven consecutive days.

'Day' means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.

Where the context so requires, words imparting the singular only also include the plural and vice versa; and any reference to masculine gender shall include feminine gender and vice versa.



2.LANGUAGE:

The language in which the contract documents shall be drawn shall be English.

3.INSPECTION OF SITE:

The tenderers are advised to inspect the site before quoting their rates. It is expected that the tenderers will provide high quality services.

4.CONTRACTOR TO INFORM HIMSELF FULLY:

The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipment and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Bank. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / doubts, the contractors may make full use of the pre-bid meeting which would be conducted as mentioned in the NIT hereinabove. Written enquires to be submitted one day prior to pre-bid meeting.

5.WORK TO BE CARRIED OUT:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants and equipment which may be required for carrying out the work satisfactorily.

6. SUFFICIENCY OF TENDER:

The Contractor shall have deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.

7. AWARD OF CONTRACT:

- (i) The Bank will award the contract to the most successful bidder who will score highest marks among all the bidders after techno-commercial evaluation whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- (ii) The Bank reserves the right to increase or decrease the quantum of service to be provided and reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the Bank.



- (iii) The Bank reserve their rights to split the scope of work to different agencies within its sole discretion.
- (iv) If the scope of work under this tender cover more than one sites / offices / complexes / colonies / apartments having separate Price Bids, the Bank may entrust the work to more than one bidder within its sole discretion and no claim compensation for the same shall be entertained.
- (v) The successful bidder(s) shall be bound to execute separate agreement for each site. Also, the Bank reserve their rights to withdraw / cancel / delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the contractor shall have no right to make any representation for the same.

8. SIGNING OF CONTRACT DOCUMENTS:

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishments of Bank within 15 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered or not.

9. WORK ORDER:

Within the validity period of the tender, the Bank shall issue a work order by registered post / courier or otherwise handover personally to the contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Bank and the Contractor.

10. CONTRACT DOCUMENT:

On receipt of work order from the Bank, the successful tenderer shall be bound to implement the contract and within 14 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

11. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall furnish EMD in the form of Demand Draft / Banker's Cheque drawn in favour of State Bank of India, payable at Mumbai. No tender shall be considered unless the EMD is so deposited in the required form along with the tender.

No interest shall be paid on EMD.

The EMD of the unsuccessful tenderer shall be returned within 30 days without interest after the decision to award the work is taken.

All compensation or other sums of money payable by the contractor to the Bank under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or



from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted.

12. FORFEITURE OF EMD:

Bank reserves the rights to cancel the order and forfeit the EMD if,

- a. Security Deposit is not submitted within the stipulated time;
- b. Additional security deposit, if any, is not submitted as per tender provisions
- c. Agreement is not entered within stipulated time;
- d. If the tenderer revokes his tender during the period, he is required to keep his tender open for acceptance by the Bank or
- e. The tender is accepted by the Bank, but the contractor fails to enter into a formal agreement or
- f. Fails to commence the services within the stipulated time.
- g. Minimum Wages are quoted in the Price Bid below the wages specified by the Central Government (Chief Labour Commissioner, Ministry of Labour & Employment, New Delhi)
- h. 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.

13. SECURITY DEPOSIT:

The successful bidder should submit a Security Deposit for 3% of awarded Annual Contract Value in the form of Bank Guarantee issued by a Scheduled Commercial Bank in India other than State Bank of India (SBI) in the format approved/provided by the Bank. The Bank Guarantee should be valid for initial contract period of 1 (One) year from the date of commencement of contract. The bank guarantee should also contain a claim period of three months from the last date of validity. The BG shall be further renewed on yearly basis subject to renewal of the contract by the Bank.

14. The contractor's authorized representative shall be in attendance in the premises during working hours for supervising the service. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of the Bank, the contractor shall be personally responsible and shall make good the loss forthwith.

15. All activities of work done under this contract shall be entered in a register daily so that complete record of all the works performed is maintained and signed with date by both parties viz., persons authorized for and on behalf of the Bank and the contractor each day on completion of work.

16. Without prejudice to any rights or remedies under this agreement if the contractor dies, the Bank authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.

17.INSURANCE OF WORKS:

- Before taking up the work, the Contractor shall, obtain and submit to the Bank, a third-party insurance policy in original, issued by any Public-Sector Insurance Company.
- The Policy should be issued in the joint names of the Employer and the Contractor with Employer's name appearing first. Minimum 5 employee / worker / persons should be covered under the insurance at a time for insured sum of ₹ 5 lac each, for any type of accident / incidence.
- The contractor shall, from time to time, provide documentary evidence as regards payments of premium for all insurance policies for keeping them valid till the completion of the work.
- Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.
- No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the Bank. Nothing extra shall be payable on this account.

18. ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:

The whole of work included in the contract shall be carried out by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Bank and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work.

In case of breach, the Bank shall be at liberty to serve notice and rescind the contract along with forfeiting of the EMD and invoke the bank guarantee / performance guarantee if required.

19. PROTECTION OF WORKS AND PROPERTY:

The contractor shall continuously protect the Bank's properties from damage or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case, the contractor fails to make good the losses caused to the bank due to his fault or due to negligence of his staff, the Bank reserves the right to invoke the security deposit as stated above to cover such losses.

The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place



of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Bank and the contractor.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract.

20. CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

- Schedule of major equipment to be kept at site should be attached:
- The list of major equipments to be deployed by the contractor should be enclosed.
- The contractor should ensure that the equipment provided on site are always functioning.

21. UNIFORM:

The contractor shall provide New Uniform (with Company's name badge) including Shoes, Seasonal Outfit, Apron, Hand gloves etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account.

22. PAYMENT OF BILLS BY THE BANK:

- a. Neither any advance nor any loan from any bank or financial institution shall be recommended on the basis of Work Order or Award of work.
- b. The bidder who is awarded the contract shall submit the bills 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 Mess-In-charge, who shall arrange for scrutiny of the bills and if found in order, certify for payment along with the certificate to the extent that all the equipment supplied by the Bank are well maintained and are in order. The payments shall be made within one week from the date of certification, subject to the condition that the Bidder has cleared all his statutory dues, viz., Labour Payments, as required to be paid by him.
- c. The charges in respect of food served to Bank's staff shall be paid at the approved rates in respect of subsidised meals only. The bidder shall be paid catering charges only in respect of the Bank's staff who avail the lunch facility of the Bank on presentation of the relevant coupon. If any person consumes any extra item(s) in addition to normal food/plate, the cost of extra item(s) may be recovered from the persons consuming them directly by the Bidder.
- d. The coupons shall be of two types viz. (a) SBI Staff {(i) Veg.Lunch (ii) Non-Veg Lunch} and (b) non-SBI staff.
- e. The Bidder shall arrange for printing and issue of coupons. The cost of the Bank Staff coupons will be reimbursed by the Bank.



23. Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand. The Bank may also deduct such amounts from any dues of the contractor, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any otherworks.

24. If Bank engages workers to complete any part or whole of the service as per this contract for any period, due to failure of the contractor to engage adequate number of workers, in that event, contractor has to reimburse to the Bank, the extra cost involved on this account

25. ADDITIONAL WORK:

Should any new areas of work transpire, which the Bank considers are not envisaged, as being part of this tender, the prices for the new scope of work shall be mutually decided and agreed upon between the Bank and the contractor based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Bank reserves the right to get the same carried out through any other agency so appointed for.

26. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

The Contractor shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Bank as and when required. The contractor shall produce all the relevant statutory documents for inspection by the Bank and the Government Authorities.

The contractor shall give all notices required under the said act, rules, regulations and bye-laws etc. and pay all fees payable to such authority(s) for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Bank and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

If the contractor performs any act which is against the law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Bank against any legal actions arising there from.

27. OTHER COMPLIANCES:

The Contractor should ensure compliance of the following for smooth execution of services:

- Identity card should be issued by the contractors to the contract staff deputed on the Bank's site.
- All contract staff deputed by the contractor at the Bank's site should have in possession Identity card issued by the contractors.
- The payment slips should be issued by the contractors to the staff deputed on the Bank's site.
- All Contract staff should bear specified uniform bearing badges of Company's name and other safety accessories, Shoes, Seasonal Outfit, Apron, Hand gloves, etc.

28. LOCAL LAWS, ACTS, REGULATIONS

The contractor shall strictly adhere to all prevailing labour laws including of Contract Labour Regulation and Abolition Act, 1970 and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- Workmen's Compensation Act, 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act, 1970 and Central Rules, 1971
- Apprentice Act, 1961
- Industrial Employment (Standing Order) Act, 1946
- Personal Injuries (Compensation Insurance) Act, 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or by law or enactment relating thereto, and rules framed there under from time to time.
- Factories Act
- Employment of Children Act, 1938
- Employers Liability Act, 1938
- Industrial Disputes Act 1947,
- The Prohibition of Employment as Manual Scavengers and Their Rehabilitation Act, 2013

The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.

Any cost incurred by the Bank in connection with any claim or proceedings under the said acts or in respect of loss, injury or improper performance of this contract by the contractor or his workmen and any money which may become payable to the Bank as aforesaid shall be deemed to be deducted by the Bank or may be recovered by the Bank from the contractor.

The Contractor shall keep the Bank saved harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen relating to work carried out by the contractor for this contract.

29. CONTRACT PERIOD:

- The work shall be awarded for an **initial period of one year** from the date of commencement of the work subject to its renewal maximum for two similar terms (total 3 terms) on expiry of the current contract period, within sole discretion of the Bank, on the same terms and conditions subject to satisfactory performance of the contractor.

- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Bank is dissatisfied with the services of the contractor during the contract period or extended period of service, the Bank may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

30. DISMISSAL OF WORKMEN:

The contractor shall on the request of the Bank immediately dismiss from works any person employed thereon by him, who may in the opinion of the Bank be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Bank or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.

31. TECHNICAL AUDIT / SCRUTINY:

- The Bank shall have right to carry an audit / technical examination of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Bank.
- If as a result of the examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Bank to recover the sum from any payment due to the contractor for such work.

32. RECORDS OF DAILY OPERATION:

The contractor shall maintain and provide comprehensive logbook of services to be carried out.

33. INSPECTION BY EMPLOYER:

- The Bank always have the rights to inspect any tools, instruments, materials / chemicals and equipment used or to be used in the performance of the services. The contractor shall make all parts of the services accessible for these inspections.
- The Bank shall have the right to condemn any or all tools, instruments, materials / chemicals, equipment or work which does not confirm to the specifications.
- The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any light fixtures, furniture, tiles, mirror, glass, any other fittings / fixtures provided in the building by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the Bank shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.



34. REPORTING AND RECORD KEEPING:

Management reporting and process reviews

The Bank shall approve the format for the monthly report to be submitted by the contractor along with every monthly bill.

Operating Meetings

During the early stages of the agreement, it is expected that the frequent operation meetings will be required between the manager and employer's representative(s) to discuss priorities to establish satisfactory reporting procedures. The contractor shall make the appropriate personnel available for attending all these meetings.

Performance Review Meeting

Performance review meetings shall be held quarterly to review the overall performance of the contractor. The Senior Management of the contractor and the Bank's representative shall attend these meetings.

Quality Assurance

The contractor shall implement a quality system in accordance with ISO standards. The contractor shall develop, in conjunction with the Bank's representatives, the standards of service to be provided and how performance to be measured and monitored.

35. FORCE MAJEURE:

"Force Majeure" shall mean any event beyond the control of the Bank or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- a. War, hostilities, invasion, act of foreign enemy and civil war;
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- d. Earthquake, fire, flood or cyclone, or other natural/ manmade disaster;

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- i. The date of commencement of the event of Force Majeure;
- ii. The nature and extent of the event of Force Majeure;
- iii. The estimated Force Majeure Period;

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the contract is affected by the Force Majeure.



The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

36. ACCIDENTS:

The contractor shall immediately on occurrence of any accident during carrying out the work report such accident to the Bank. The contractor shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized bank officials immediately after such occurrence, but in any case, not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the Bank. In addition, the contractor to the authorized bank official shall also submit periodic reports on safety from time to time as prescribed.

37. TERMINATION:

- (a) Bank shall be at liberty to terminate the contract by issuing one month notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by the contractor for such termination of contract.
- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the Bank shall have the right to terminate the contract forthwith with one month notice and rearrange the work through other agencies at the contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

38. SAFETY CODE – RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:

Before commencing the work, contractor submit a 'SAFETY PLAN' to the authorized Bank's official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of workforce, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract, Bank shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the Bank's decision in this respect.



The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of the Bank or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.

The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized Bank officials

The contractor shall adopt all fire safety measures.

Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.

The contractor shall be held responsible for any violation of statutory regulations Local, State or Central and Bank's instructions, that may endanger safety of workforce, equipment, material and environment in his scope of work or another contractor or agency. Cost of damages if any, to life and property arising out of such violation of statutory regulations and Bank's instructions shall be borne by the contractor.

The contractor must provide minimum two sets of First Aid kits at site. The contractor must ensure that all the items in the kit are within the valid usable dates

The Bank shall not be liable for any compensation in case of any fatal injury / death caused to any other 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 is working on the operation and maintenance works.

39. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per Annexure – 'W' before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the workplace due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.
- In case of any damage to property by the contractor, Bank shall have the right to recover the cost of such damages from payments due to the contractor and decision of the Bank shall be binding on the contractor.
- In the event of any damage to the loose furniture, interiors, computers and such other equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.
- If the contractor fails to improve the standards of safety in its operation to the satisfaction of the Bank after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and



equipment or to carry out instructions regarding safety issued by the authorized Bank's official, the Bank shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by the Bank.

- Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of Bank.

40. SETTLEMENT OF DISPUTES AND ARBITRATION:

- **Resolution of Dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the State Bank of India, Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of tender.

41. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

If at any time after acceptance of the tender, the Bank decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the contractor in writing to that effect and the contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works. The Contractor shall be paid at the contract rates for works executed at site.

42. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

The contractor shall be required to prepare and submit a detailed description of the arrangements, sequence and methods of service performance which the contractor proposes to adopt for carrying out the services.

The Bank at its sole discretion shall ask at any time for changes in the anticipated work sequence due to operational requirements. Such change in work sequence shall not entitle the contractor to any additional payment.

43. PRICES:

The amount quoted and accepted will be binding on the tenderer. In case of any change in GST or introduction of any new tax due to Statutory Act of The Government after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. Similarly, if there is any reduction in tax etc. shall be deducted. Price structure will be solely dependent upon the rate approved as per work order and revisions of the same as per price variation/escalation clause mentioned in the tender. For claiming the additional cost on account of the increase in tax structure, the tenderer should produce proof from the concerned Competent Authorities for having paid additional tax on the services provided to the Bank and can also claim the same in the invoice.

44. INSOLVENCY:

The competent authority of the Office of the Bank may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

- i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- iii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Bank and provided also that the contractor shall be liable to pay the Bank for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

45. CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.
- Any effort by the tenderer to influence the Bank in the Bank's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the tenderer's bid.

46. CORRUPT OR FRAUDULENT PRACTICES:

- The Bank as well as the tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank and includes collusive practice among the tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- “Collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the Bank, designed to establish tender prices at artificial, non-competitive level; and.
- “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- The Bank will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Bank will declare a firm or individual as ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

47. PENALTIES / LIQUIDATED DAMAGES:

- Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the Bank, the Contractor shall be penalized up to 5% deduction in the monthly bills.
- The Bank has in place a system whereby the Menu Committee would give ratings on various parameters including food quality, service, cleanliness etc. on a 50-point scale. The Bidder should monitor quality of food and service so that a minimum quality is ensured.

- **Monthly Report of Canteen Committee**

Norms	Total Marks	Marks Acquired
Cleanliness of Kitchen, Dining area, Staff	10	
Quality of Raw Material	10	
Quality of Lunch	10	
Quality and Quantity of Tea/Coffee, Snacks and Breakfast	10	
Quality of Service	5	
Quantity of Lunch	5	
Total	50	
Suggestions		

- The Bank shall levy penalty to the Bidder if the rating falls below the acceptable level as detailed hereunder:

Monthly average rating given by the Mess Committee	Penalty
Below 30	Up to 10% on the total fortnightly bill amount paid by the Bank
Rating between 30 and 40	Up to 5% on the total fortnightly bill amount paid by the Bank.
Above 40	Nil

48. PRICE VARIATION CLAUSE:

Price variation for Labour component: Please note that all rates (Manpower etc.) quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/price increase, whatsoever shall be considered during this period. Accordingly, contractor must take due care on this account while quoting the rates.

The Bank may consider renewal of contract for similar two terms on the same terms and conditions except minimum wages which shall be considered as per Central Government rates prevailing (irrespective of the rate quoted in bidding) at material time provided that the service rendered by the vendor are found satisfactory. However, renewal of contract is discretion of the Bank and the contractor shall have no right to claim for the same.

Price Variation on material component: No escalation of Material component will be allowed during the entire contract period.

49. VALIDITY OF CONTRACT:

The contract, if awarded shall be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period



of one-year subject to satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc., the Bank shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-paneling the firm etc. solely at the discretion of the Bank.

50. ASSIGNMENT AND SUBLETTING:

The Contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

51. NON-DISCLOSURE:

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment etc., which may come to the possession or knowledge of the contractor during discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.



SPECIAL TERMS & CONDITIONS

1. The Catering Contract / Arrangement in the event of the contract being awarded, among other usual conditions, shall also be subject to the following special terms and conditions:
 - i) The contractor shall arrange for catering services of lunch daily for 50 personnel (approximately, daily numbers may vary) at the State Bank of India, SBILD Building premises.
 - ii) The contractor shall also arrange to supply tea / coffee at State Bank of India, SBILD Building premises.
 - iii) No cooking / heating on open flame shall be allowed in the Bank premises except with the aid of electrical cooking appliances.
2. The State Bank of India, SBILD Building premises have several meetings which are organised in the various Conference / Meeting Rooms located in the respective floors/ premises. The contractor is expected to provide catering service which includes service of tea, coffee, juice, snacks, lunch, etc. The contractor shall provide stewards to service the catering of the Meetings.
3. In the dining halls, all the meals shall be served at the serving station. Sufficient stewards and waiters must be made available for smooth service.
4. The contractor shall ensure that his staff do not demand or accept tips for the services rendered by them. The Bank does not permit tipping.
5. All meals are served in the Dining Halls. Normally, no meals are served at the workstations (except for Top Executives and under extra-ordinary circumstances e.g. to physically challenged employees and in emergencies).
6. The food must cater to both North Indian and South Indian tastes as well as have regional representation from different states on different days. Separate menu items with separate counters may be provided for North Indian / South Indian / Continental dishes at each meal. Trained cooks with experience of cooking North Indian / South Indian / Continental Food should be engaged
7. The contractor will have to provide variety of seasonal fruits and juices.
8. Bank will have the right to inspect the contractor's kitchen where he is preparing the food to check whether fresh vegetables & fruits, standard ingredients is using for preparing food and proper hygiene is maintained on a regular basis during the period of the contract.
9. The contractor shall not serve food to anyone who is not a Bank's staff, outsourced vendor personnel or bona fide guest. The cost of food served to any person other than Bank's staff should be recovered by the contractor from them directly and the Bank shall not bear any responsibility on this count.



10. The food must be served fresh, warm / hot as the case may be. No leftover cooked food shall be served in any subsequent meal. No artificial colouring agent shall be added to any of the food items.
11. The food cooked should be sufficient. If any Bank staff is unable to get food due to insufficient quantity cooked, the contractor shall have to make immediate alternate food arrangements, at his own cost without charging additional / extra cost to the staff as well as the bank.
12. Non-Vegetarian dishes would be supplied on days mentioned in scope of work as well as in Price Bid. Eggs **shall not** be considered as a substitute for chicken, mutton and fish.
13. The contractor shall arrange to display day's menu every morning on the notice boards provided in the canteens and strictly adhere to the menu so displayed. The contractor should rotate the daily menu on a weekly cycle as approved by the Mess Committee.
14. The Bank shall provide the contractor all the articles / equipment for use in the Mess to serve the food at captioned premises. The contractor shall take care of the said articles / equipment as a bailee, in terms of the Indian Contract Act and return them in good working order and condition to the Bank on or earlier termination of contract. The contractor shall be liable to reimburse the loss / damage of such articles / equipment. In the event of any default by the contractor, the Mess Committee shall have the right to deduct from the Security Deposit of the contractor, the amount / cost of such loss / damage, that may be determined by the Bank and the decision of the Bank in this behalf shall be final and binding on the contractor.
15. The daily and periodical maintenance and service of all articles / equipment shall be the responsibility of the contractor. The cost of replacement / repair and servicing of all equipment shall be borne by the Bank during the currency of the contract.
16. Contractor should ensure proper cleaning and maintenance of utensils like plate, spoon, glass etc.
17. Maintenance of offsite kitchen, onsite kitchen, dining halls and cleaning & washing areas will be the responsibility of the contractor.
18. All the raw materials packaged food items and ingredients used in preparation of food products should be certified FSSAI / AGMARK / ISI, wherever applicable, and / or as per the brand names /others specified by the Mess Committee. The contractor should specify brand for the following food items:

ITEM	BRAND
Tea	Taj Mahal / Society / Tata / Broke Bond
Green Tea	Girnar / Organic / Tata Tetley / Typhoo
Coffee	Nescafe / Bru / Café Coffee Day
Ice Cream	Amul / Kwality Walls / Havmor / Vadilal / Top 'N' Town
Mineral Water	Bisleri / Aquafina / Bailley / Kinley
Butter	Amul / Mother's Dairy / Britannia

Bread (White / Brown)	Britannia / Kwality / Wibs / Harvest
Biscuits	Parle / Britannia / Sunfeast / Bisk Farm
Oil	Saffola / Fortune / Sundrop / Gemini
Spices	MDH / Everest / Catch

19. Vegetables, fruits, other perishables, dry foods and other raw materials should be of high quality & fresh and be procured from reputed dealers / shops. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including its transportation to the place of delivery.
20. All types of Fruits and vegetable for salad must be fresh and should be chopped and dressed in the Bank's captioned premises only before serving.
21. The perishable items like vegetables, milk products, sweet, meats, etc. should normally be purchased on the day required. These may, at the most, be purchased on the previous evening only to the extent they can be stored in the refrigerator. Non-vegetarian items procured a day in advance must be stored at suitable temperatures in the deep freezers.
22. The contractor shall arrange for quarterly microbiological test of food items at his own cost and the reports shall be shared with the Bank. If the contractor fails to do so, the Bank shall arrange for such tests and shall recover the cost from the contractor.
23. The contractor shall engage the services of sufficient number of able, efficient, clean, healthy, honest, well-behaved and skilled persons including qualified kitchen staff for cooking vegetarian, non-vegetarian, both South and North Indian and other continental delicacies and for rendering hospitality and catering services in relation thereto. Fidelity and good character of employees engaged by the contractor shall be the contractor's responsibility.
24. The contractor shall designate Mess Supervisors or Mess Managers. The Mess Supervisors / Managers appointed by the contractor should be available all the time during the production and service of food items at the Bank.
25. The contractor should render catering services at his cost and 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, as the employer of the said persons engaged by him and such persons shall not have any claim for employment in the Bank now or at a future date. The contractor should obtain an undertaking from his employees to this effect.
26. The contractor shall be responsible for training, allotment of duties and timings to his personnel in the kitchen and dining room and at other places connected with the catering services.
27. The contractor shall provide proper uniforms with name badges and company logo 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, cleaners, etc. The uniforms should be clean and well turned out at all times.



28. The contractor shall have to arrange periodic medical check-up of its employees and share the reports with the SBI Corporate Centre, Nariman Point, Mumbai-21.
29. The staff engaged for the catering services must have vaccinated with both doses of the COVID-19 vaccine and 15 days have lapsed since the administration of second dose of the vaccine. The contractor must produce the undertaking to the Bank of the same before commencement of work.
30. The contractor shall, before commencement of the contract, obtain an Insurance Policy with comprehensive third-party liability, to cover the injuries/life of his employees. A copy of the same shall be submitted to the Bank.
31. The contractor shall ensure that all / any employee(s) showing any fever or symptom of any contagious / communicable disease shall be immediately quarantined and not allowed to come in contact with the food chain or other food handlers until they get a fitness certificate from the doctor.
32. Cleanliness and hygiene are of utmost importance. The kitchen must be washed, cleaned, disinfected and kept spick and span at all times. The contractor should arrange for proper and frequent upkeep of the Dining Hall, kitchen area, common area in the Cellar floor, adjacent area outside the kitchen and washing area. This will also be required to be done immediately after any service is rendered. The contractor should ultimately ensure that the entire premises are kept hygienic and clean. Preventive pest control measures shall be done by the Bank at regular intervals. The contractor should promptly report any signs of pest infestation(s) immediately to the Bank.
33. The contractor should adopt modern and hygienic practices at the off-site kitchen. Contractor 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. Contractor should arrange for providing proper cover for wastages besides proper and regular disposal of garbage.
34. The contractor shall devote his personal attention to the work of purchases, preparation and service and shall discharge his obligations under the arrangement most diligently, efficiently and honestly.
35. The contractor or his employees shall not use the Bank premises provided to him 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 Bank or the personnel employed at the Bank.
36. The contractor shall at all times during the currency of the contract comply with and observe all directions and instructions which may be given by the Bank.
37. The contractor shall bear all costs and expenses and stamp duty in respect of all documents that may be entered into with the Bank.
38. The contractor shall alone bear all taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State / Central Government(s) or any local body or



authority for and in connection with the rendering of catering services. The Bank may, at its discretion, ask the contractor to produce receipts of such payments effected by him.

39. All taxes which the Bank 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 contractor and paid to the respective department or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of such payments.
40. The contractor shall be asked to do special catering assignments from time to time, for special occasions for which additional payment shall be involved. These shall be negotiated on a case-to-case basis.
41. The contractor shall not engage sub-contractors for the purpose of fulfilment of this contract.
42. The performance of contractor would be assessed and monitored by the Bank at periodical interval with or without the assistance of external expertise (catering consultants) as may be decided by the Bank. The contractor shall comply with such observations / feedback made and furnished for improvement of the services by him.
43. In the event of contractor being a partnership firm, the catering contract has to be executed as per terms of partnership deed which is registered as per law and if need be, the Bank can insist for execution of contract by all the partners. In the case of a body corporate, all formalities required under the Companies Act currently in force must be complied with by the contractor.
44. All questions relating to the performance of the obligations under this agreement 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 agreement or payment to be made in pursuance thereof shall be decided by the Mess Monitoring Committee / Mess-in-charge whose decision shall be final, conclusive and binding on the contractor.
45. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank shall not prejudice its rights under the contract.



SAMPLE BUSINESS RULE DOCUMENT

ONLINE E-TENDER FOR PROVIDING CATERING SERVICES AT SBI'S SBILD BUILDING AT VASHI, NAVI MUMBAI

(A) Business rules for E-tendering:

1. Only contractors who fulfilled the prequalification criteria shall be eligible to participate.
2. Bank will engage the services of an e-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case, there is any change in e-tendering service provider, the Bank will inform the qualified bidders suitably at appropriate time.
4. Business rules like event date, closing and opening time etc. will be communicated through service provider for compliance.
5. Bidders have to send by email, the compliance form in the prescribed format (provided by service provider), before start of e-tendering without which, bidders will not be eligible to participate in the bidding process.
6. E-tendering will be conducted on schedule date & time.
7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & Conditions of E-tendering:

Bank shall finalize the tender through e-tendering mode for which M/s. e-Procurement Technologies Ltd. has been engaged by the Bank as an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your bid.

1. E-tendering shall be conducted by the Bank through M/s. e-Procurement Technologies Ltd., on pre-specified date. While the bidders shall be quoting from their own offices / place of their choice, internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves. In the event of failure of their internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they can circumvent such situation and still be able to participate in the e-tendering successfully.
3. Failure of power at the premises of the bidder(s) during the e-tendering cannot be the cause for not participating in the e-tendering. On account of this, the time for the e-tendering will not be extended and the Bank shall not be responsible for such eventualities.



4. M/s. e-Procurement Technologies Ltd., Ahmedabad shall arrange to train bidders' nominated person(s), without any cost to the bidders. They shall also explain bidders all the rules related to the e-tendering. Bidders are required to give their compliance on it before start of bid process.
5. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in online e-tendering.
6. BID PRICE: The bidder must quote the rate as per the tender document provided by the Bank or their appointed Architect.
7. VALIDITY OF BIDS: The bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
8. Procedure of E-tendering:

Online e-tendering:

- a) The Technical as well as Price Bids will be available on the e-tender portal during the period specified in the NIT.
 - b) Online e-tendering for Price Bid submission through the Bank's approved Service Provider shall be open to the bidders qualified by the Bank as per technical bid evaluation and eligibility criteria mentioned hereinabove.
 - c) The Price-Bid shall be made available online by the Service Provider wherein the bidders will be required to fill-in their item-wise rates for each item.
 - d) The bidders are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
 - f) In case, the bidder(s) fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.
9. LOG IN NAME & PASSWORD: Each bidder is assigned a Unique User Name & Password by M/s. e-Procurement Technologies Ltd., Ahmedabad. The bidders are requested to change the password after the receipt of initial password from M/s. e-Procurement Technologies Ltd., Ahmedabad. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
 10. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the Most Successful Bidder backs out or fail to complete the work as per the rates quoted, the Bank shall be at liberty to take action as deemed necessary including de-panelling such bidders and forfeiting their EMD.



11. At the end of the e-tendering, the Bank will decide upon the winner. The Bank's decision on award of contract shall be final and binding on all the bidders.
12. Bank shall be at liberty to cancel the e-tendering process / tender at any time, before ordering, without assigning any reason.
13. Bank shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
14. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
15. OTHER TERMS & CONDITIONS:
 - a. The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - b. The bidder shall not divulge either his bids or any other exclusive details of the Bank to any other party.
 - c. Bank decision on award of contract shall be final and binding on all the bidders.
 - d. Bank reserve their rights to extend, reschedule or cancel any e-tendering within its sole discretion.
 - e. Bank or its authorized service provider M/s. e-Procurement Technologies Ltd., Ahmedabad shall not have any liability to the bidders for any interruption or delay in access to the site irrespective of the cause.
 - f. Bank or its authorized service provider M/s. e-Procurement Technologies Ltd., Ahmedabad is not responsible for any damages, including damages that result from, but are not limited to negligence.
 - g. Bank or its authorized service M/s. e-Procurement Technologies Ltd., Ahmedabad will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the following Process Compliance Statement duly signed to M/s. e-Procurement Technologies Ltd., Ahmedabad.
- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.

PROCESS COMPLIANCE STATEMENT

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

M/s. e-Procurement Technologies Ltd.
B-704, Wall Street - II,
Opp. Orient Club, Nr. Gujarat College,
Ahmedabad - 380 006. Gujarat State, India.

Dear Sir,

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR ONLINE E-TENDER FOR PROVIDING CATERING SERVICES AT SBI'S SBILD BUILDING AT VASHI, NAVI MUMBAI.

This has reference to the terms & conditions for the e-tendering mentioned in the tender document, this letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the e-tendering as mentioned in RFP of the Bank as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the e-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that the Bank and M/s. e-Procurement Technologies Ltd shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the e-tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We hereby confirm that we will honour the bids placed by us during the e-tendering process.
- 7) We confirm that we are the Contractors/Vendors/Service Providers for the captioned job. In the eventuality of any information found incorrect at any stage of the tender, we hereby authorise the Bank to disqualify/reject our tender without notice and take further action as deemed fit.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

SCOPE OF SERVICES

The brief details of scope of services are mentioned below:

❖ MENU FOR CATERING SERVICES

S.NO.	OFFICE LUNCH SERVICES
	BREAKFAST (In Dinning Hall) - 8.45 to 9.30 AM
	(One Veg item & One Non-veg item) along with Bread / Toast with Butter & Jam with Fruit, Curd / yoghurt, with Tea / Coffe / Milk/ Black Tea / Green Tea / Lemon Tea.
1	Bread, butter, jam, toast,+ Idli/Dosa/Wada Sambhar with Chutney etc., /Poha / Upma / Sheera / Sabudana / Khichadi / Samosa / Dahivada / Pavbhaji / Bhaji Pav etc. 2 bananas or any other fruit, Curd / youghurt, Sweet dish with Tea/ Coffe/ Milk OR Eggs/ Eggs omelette All type of North-Indian, South Indian, Maharashtrian, continental, inter-continental dishes. The list is only illustrative and not exhaustive.
2	TEA/COFFEE WITH BISCUITS (11.00 to 11.15 AM)
3	LUNCH (1.00 to 2.00 p.m) (extendable as per need) (unlimited)
	Soup (min. 150 ml), Chappaties, 1 Dry Vegetable, 1 Special vegetable with gravy, Dal/ Sambhar, Fried Rice or Vegetable Pulao, Papad, Pickle, Curd, Salad and slice ice-cream or sweet ordered (In dinner, 1 Non Veg. dish (approx.125 gms) daily as ordered). All type of North-Indian, South Indian, Maharashtrian, continental, inter-continental dishes. The list is only illustrative and not exhaustive.
	and
	1 Non Veg. Dish { Fish / chicken / Mutton / Egg Curry } (limited) either for Lunch as per Bank's convenience.
4	AFTERNOON TEA/COFFEE (3.30 to 3.45 PM)
	Snacks WITH TEA/COFFEE (Evening) (5.00 to 5.45 PM)
5	Pattice (2 pieces)/Alu kanda pakoda (plate)/samosa (2 pieces)/sandwich (4 pieces)/ Bakarwadi (3 pieces)/Dhokla (3 pieces)/Cake (2 pieces)/Kachori (2 pieces) etc. along with tea/coffee, bhel puri, ragada pattice, kacchi dabeli alu tikki etc. All type of North-Indian, South Indian, Maharashtrian, continental, inter-continental dishes with Tea/ Coffee. The list is only illustrative and not exhaustive.

NOTE:

- All types of Fruits and vegetable for salad must be fresh and should be chopped and dressed in the Bank's captioned premises only before serving.



DRAFT MEMORANDUM OF CONTRACT FOR SERVICES

(Site specific draft agreement shall be approved by the Bank prior to its execution)

This AGREEMENT is made at Mumbai on this _____ day of _____ between State Bank of India, having its Office at represented by its authorized officer (hereinafter called “the Employer / Bank”) on the one part and M/s _____ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at _____ (hereinafter called “the Contractor”) represented by Shri who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging a contractor to provide Catering Services at situated at

AND WHEREAS the Employer had called for Tenders from eligible contractors to provide Catering Services at situated at as indicated in the scope of work and other documents attached to the Tender.

AND WHEREAS the Contractor and others submitted the Tenders and the Employer has awarded the contract relating to provide Catering Services at situated at, as stated in the scope of work attached to the Tender Document to the Contractor.

AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Contractor.

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

- a) This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms hereinafter contained.
- b) In consideration of the Contract Amount (as per attached price schedule accepted and approved by the Bank) to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon and described in the said Specifications and the priced Schedule of Quantities.
- c) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions as per accepted Tender, covering the cost of manpower, materials/consumables etc. for efficient rendering of the maintenance services. Such sums/dues shall be payable on monthly basis subject to submission of bill / invoice. The specified materials not covered



within the scope of work, shall be arranged by the contractor and actual cost thereof shall be reimbursed by the Bank at prevailing market Rates or any approved rates of the Bank subject to production of GST paid Invoice / Bills duly authenticated by the Officer / Mess-in-Charge of the Bank. The contractor has to take necessary approval of rates, make and model of various maintenance material / items from the Bank prior to its use in the work and Official payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily, including use of material, if any, subject to statutory deductions.

- d) The above charges do not include Goods & Service Tax, but inclusive of all other taxes/duties/levies, whether existing or levied in future by the Central Government or the State Government or any local authority.
- e) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

B. SERVICES TO BE RENDERED BY THE CONTRACTOR:

The contractor shall:

- i. Ensure submission of police verification certificates for all the personnel deployed in the Bank's premises.
- ii. Ensure that he deploys trained and competent persons who are physically fit (i.e. between age 18 year to 50 years for workmen and up to age of 55 year for supervisor) and are not suffering from any chronic or contagious diseases for carrying out the works.
- iii. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank / employer under the agreement.
- iv. The Contractor shall ensure timely payment of wages/salary to the persons employed by him directly in their Bank accounts or through account payee cheques and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Employer every month. Further, the Contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contact Labour (Regulation and Abolition) Act, 1970, are complied with, by him.
- v. Ensure that all persons employed by him, for the purpose of rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be solely responsible for any injury or damages to any persons, animals or any other things.
- vi. Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- vii. Personally, and exclusively supervise the work of his employees to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.



- viii. Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and necessary for fulfilling contractor's obligations.
- ix. Be liable for any damages/losses caused to the Bank by way of damages to the Bank's premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- x. Supply and install biometric access attendance system in each colony/office and provide identity cards to his / her employees or agents who shall be doing the subject job at the Bank's premises at their own cost. All the employees and agents should always bear the identity card, while they are working in the Bank's premises.
- xi. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement that they are employees of the Contractor and that they shall have no claim against the Employer and the Employer shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
- xii. The Contractor shall obtain license, if any, required under the Maharashtra State Government Law or Central Government Law as applicable in case of the services covered under this contract.
- xiii. Wherever warranted, as per the Scope of work, the Contractor shall provide skilled workmen staff having appropriate and valid licenses.
- xiv. All staff deployed by the contractor in the Banks' premises shall be provided with uniform bearing Company's badge and safety shoes / footwear etc., once in a year.

C.TERMINATION OF AGREEMENT:

- (a) Without prejudice to what is contained hereinabove, the Bank shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason(s) and without payment of any compensation, if:
 - (i) In the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
 - (ii) The contractor commits a breach of any terms and conditions of this agreement and /or
 - (iii) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
 - (iv) There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation.
- (b) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

D. STAMP DUTY:

The contractor shall bear all the expenses pertaining to execution of the agreement, including the stamp duty and the registration charges. The Original copy of the agreement shall be retained by the Bank on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the contractor shall be provided with a Certified / Notarised copy for their record.

E. The contractor shall ensure payment of Statutory minimum wages to the workmen employed by him/ her/ them during currency of contract.

F. The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of this Agreement and of applicable law, including without limitation, the payment of wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law / statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

G. The several parts of this contract have been read by the contractor and fully understood by the contractor.

H. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during discharging the contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies, including termination of the contract.

I. The Contractor shall take all appropriate actions with respect to his employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

J. The Employer reserves the right, without prejudice to the terms and conditions of this agreement, to alter the specifications and nature of the work by adding to or omitting any item of work or portions of the work/s being carried out at any time during the currency of contract, by issuing a letter to this effect to the Contractor.

K. All payments by the Employer under this Contract will be made only at Mumbai.



L. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions execute and complete the work shown upon the said specifications and the schedule of quantities.

M. The employer shall pay the contractor the said contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

O. The said Conditions and Annexures thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained. The agreement and documents mentioned herein shall form the basis of this Contract.

P. The Contractor / Agency shall comply with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”.

IN WITNESS WHEREOF the Employer (through its duly authorized official) and the Contractor (with common seal to be affixed hereunto in case of Company) have set their respective hands to these presents and two duplicates hereof, the day and year first hereinabove written.

Signed and delivered by State Bank of India, Mumbai.
(Name and Designation)

In the presence of:

Witnesses:

1. _____

Address:

2. _____

Address:

SIGNED AND DELIVERED BY
The Contractor by the hand of
Shri _____
And duly constituted attorney.

Note: If the party is a Partnership firm or individual, should be signed by all or on behalf of all the partners:

(Name and Designation)

In the presence of:

Witnesses:

1. _____



Address:

2. _____

Address:

Witnesses:

THE COMMON SEAL OF _____
was hereunto affixed pursuant to the resolutions passed by its Board of
Directors at the meeting held on _____ in the presence of
(1)
(2)

Directors, who have signed these presents in token thereof in the presence of
(1)
(2)



Annexure – ‘V’

DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(Site specific format shall be approved by the Bank prior to its execution)

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

B.G. No. _____ Value ₹ _____

Date:

To

The
State Bank of India,
.....
.....

Dear Sir,

BANK GUARANTEE OF ₹ _____ TOWARDS SECURITY DEPOSIT FOR PROVIDING CATERING SERVICES AT SBI'S SBILD BUILDING LOCATED AT VASHI, NAVI MUMBAI

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract (for providing Catering Services for)
with State Bank of India as mentioned vide letter no..... datedand the correspondence and tender relating thereto which is hereinafter referred to as “the said contract” the Contractor has now agreed to produce a Bank Guarantee amounting to 5% of the annual contract value less earnest money deposit of ₹..... (Rupees only), to State Bank of India for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to State Bank of India a Guarantee of a Scheduled Commercial Bank for a value of ₹..... to be valid up to (date).

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of State Bank of India and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the “Guarantor” (which expression shall include it successors and assigns) hereby expressly, irrevocably &unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between State Bank of India and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to State Bank of India immediately any sum claimed by State Bank of India



..... under the said contract up to a maximum amount of ₹
(Rupeesonly).

In case the amount demanded by State Bank of India is not paid within 24 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of ₹...../- (Rupees only).

Such payment shall be notwithstanding any right the contractor may have directly against State Bank of India or any disputes raised by the Contractor with State Bank of India or any suits or proceedings pending in any competent court or before any arbitrator. State Bank of India's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between State Bank of India and the Contractor and or indulgence shown to the contractor by State Bank of India, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by State Bank of India in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of State Bank of India

This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee State Bank of India will be entitled to act as if the Guarantor were the principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to State Bank of India of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to State Bank of India in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of State Bank of India that the envelope was so posted shall be conclusive.



These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of ₹

This guarantee will remain valid up to unless a demand or claim under this guarantee is made in writing against us within three months from that date, i.e. on or before, the guarantor shall be discharged from all liability under the guarantee thereafter.

We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our bank and the undersigned has been duly authorized by the bank (bank issuing the Bank Guarantee) to execute this Guarantee Deed.

Dated the

SIGNED AND DELIVERED For & on behalf of (the above-named bank)

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)
(Banker's seal)



Annexure – ‘W’

DRAFT INDEMNITY BOND FORMAT

(Site specific format shall be approved by the Bank prior to its execution)

THIS DEED OF INDEMNITY BOND executed at Mumbai on this day of month of year Two Thousand and (20....) by M/s duly represented by proprietor / one of its partners / directors Shri / Smt / Miss, aged years, son of Shri residing at (hereinafter referred to as “the Contractor”)

In favour of State Bank of India, having its Corporate Office at Nariman Point, Mumbai.

Whereas State Bank of India has invited open bid tenders from the contractors for Tender for Providing Catering Services at

The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by State Bank of India vide their letter

And whereas as per tender documents, the Contractor must enter into a Contract Agreement with State Bank of India and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with State Bank of India on (hereinafter referred to as “the Contract”).

In consideration of State Bank of India having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the State Bank of India from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contactor hereby indemnifies and keep State Bank of India indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by State Bank of India on account of breach of the terms and conditions of the Contract by the Contractor.

Signature of Contractor with seal



STATE BANK OF INDIA

3rd Floor, SBI Local Head Office, Synergy Building, Bandra Kurla
Complex, Mumbai 400 051

Tender Part – II
Price Bid

TENDER FOR PROVIDING CATERING SERVICES AT SBI'S SBILD
VASHI, NAVI MUMBAI

Name of The Tenderer:

Address:

.....

.....

GSTIN:

STATE BANK OF INDIA

3rd Floor, SBI Local Head Office, Synergy Building, Bandra Kurla Complex, Mumbai 400
051

TENDER FOR PROVIDING CATERING SERVICES AT SBI'S SBILD VASHI, NAVI MUMBAI

TENDER PART-B (PRICE BID)

IMPORTANT INSTRUCTIONS TO THE BIDDERS:

The Bidders are advised to note and ensure compliance of the following while quoting their rates:-

1. The rates quoted shall be inclusive of all Taxes/levies/charges but **excluding GST.**
2. If at any stage of work it is found that the Contractor is not paying minimum wages to the workers, the SBI reserve rights to discontinue services as per terms of contract.
3. The quote should includes prescribed minimum wages per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948.
4. Please note that the rates quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/price increase, whatsoever, shall be considered during this period. Accordingly, contractor has to take due care on this account while quoting the rates.
5. All payment shall be subject to Statutory deductions towards TDS etc. as applicable during currency of contract.
6. Monthly payment to the manpower employed by the contractor must be paid either through cheque or by crediting in their Bank accounts and copy of payment details must be enclosed along with the monthly bill raised by the contractor to the Bank.
7. The contractor should enclose the copy of the details of monthly wages payment, EFP, ESI and other statutory component along with the monthly bill raised to the Bank.

SIGNATURE OF CONTRACTOR WITH SEAL

NAME

ADDRESS

STATE BANK OF INDIA

3rd Floor, SBI Local Head Office, Synergy Building, Bandra Kurla Complex, Mumbai

TENDER FOR PROVIDING CATERING SERVICES AT SBI'S SBILD VASHI, NAVI MUMBAI

(Price Bid)

SUMMARY OF PROJECT COST

Location : SBI'S SBILD VASHI, NAVI MUMBAI

S. No.	Description	Reference	Amount
1	Cost for Providing Lunch Services	Price Schedule-1	
2	Total Monthly Charges (In Figure) Sub Total	(3) = (1) + (2)	
3	Total Annual Charges (In Figure) Sub Total	(4) = (3) x 12	

Total Annual Charges (In Words): Rupees.

.....

.....

.....

...

Note:

- 1 The L1 Bidder will be selected on the basis of the lowest amount quoted as above.
- 2 The Bidder has to consider all other expenses (if any not mentioned) alongwith the contractors profit and other taxes, etc. while quoting the rates.
- 3 If the annual charges quoted is less than 7.5% of the estimated cost, Additional Security Deposit may be demanded by the Bank.

SIGNATURE OF CONTRACTOR WITH SEAL

NAME

ADDRESS

STATE BANK OF INDIA

3rd Floor, SBI Local Head Office, Synergy Building, Bandra Kurla Complex, Mumbai 400 051

TENDER FOR PROVIDING CATERING SERVICES AT SBI'S SBILD VASHI, NAVI
MUMBAI
PRICE SCHEDULE-1

S.NO.	OFFICE LUNCH SERVICES	RATE (Rs.)
		Exclusive of GST
1	BREAKFAST (In Dinning Hall) - 8.45 to 9.30 AM (One Veg item & One Non-veg item) along with Bread / Toast with Butter & Jam with Fruit, Curd / yoghurt, with Tea / Coffe / Milk/ Black Tea / Green Tea / Lemon Tea. Bread, butter, jam, toast,+ Idli/Dosa/Wada Sambhar with Chutney etc., /Poha / Upma / Sheera / Sabudana / Khichadi / Samosa / Dahivada / Pavbhaji / Bhaji Pav etc. 2 bananas or any other fruit, Curd / youghurt, Sweet dish with Tea/ Coffe/ Milk OR Eggs/ Eggs omelette All type of North-Indian, South Indian, Maharashtrian, continental, inter-continental dishes. The list is only illustrative and not exhaustive.	
2	TEA/COFFEE WITH BISCUITS (11.00 to 11.15 AM)	
3	LUNCH (1.00 to 2.00 p.m) (extendable as per need) (unlimited) Soup (min. 150 ml), Chappaties, 1 Dry Vegetable, 1 Special vegetable with gravy, Dal/ Sambhar, Fried Rice or Vegetable Pulao, Papad, Pickle, Curd, Salad and slice ice-cream or sweet ordered (In dinner, 1 Non Veg. dish (approx.125 gms) daily as ordered). All type of North-Indian, South Indian, Maharashtrian, continental, inter-continental dishes. The list is only illustrative and not exhaustive. and 1 Non Veg. Dish { Fish / chicken / Mutton / Egg Curry } (limited) either for Lunch as per Bank's convenience.	

S.NO.	OFFICE LUNCH SERVICES	RATE (Rs.)
		Exclusive of GST
4	AFTERNOON TEA/COFFEE (3.30 to 3.45 PM)	
	<u>Snacks WITH TEA/COFFEE (Evening) (5.00 to 5.45 PM)</u>	
5	Pattice(2 pieces)/Alu kanda pakoda (plate)/samosa (2 pieces)/sandwich (4 pieces)/ Bakarwadi (3 pieces)/Dhokla (3 pieces)/Cake (2 pieces)/Kachori (2 pieces) etc. along with tea/coffee, bhel puri, ragada pattice, kacchi dabeli alu tikki etc. All type of North-Indian, South Indian, Maharashtrian, continental, inter-continental dishes with Tea/ Coffee. The list is only illustrative and not exhaustive.	
A	Grand Total (Each person per Day)	
	Number of persons 50 (For Calculation Purpose Only)	
B	Total Cost per month (B = A x 26 x 50)	

Note:

1. Payment will be done at actuals.
2. The Bidder has to consider all other expenses (if any not mentioned) alongwith the contractors profit and other taxes, etc. while quoting the rates.

SIGNATURE OF CONTRACTOR WITH SEAL

NAME

ADDRESS