

NIT No. PRE20230203

Date:27.02.2023



ADMINISTRATIVE OFFICE, NO. 2, DR. AMBEDKAR ROAD,  
MADHURAM COMPLEX, MADURAI-625002

**PRE-QUALIFICATION OF CATERING AGENCY FOR  
SBI ADMINISTRATIVE OFFICE, MADURAI**

**TENDER DOCUMENT**

**Part – I**

**TECHNICAL BID**

**Name of The Tenderer:** .....

**Address:** .....

.....

.....

**GSTIN:** .....

## NOTICE INVITING TENDER

State Bank of India, AO, Madurai invites tenders from **Catering Service Providers for Prequalification of Catering agency for State Bank of India, Administrative Office, Madurai.**

2. The brief details of NIT are as under:

1	Earnest Money Deposit (EMD) <i>(Refunded to other than L1 within 15 days of award of work)</i>	Rs.3,000/- to be submitted in the form of DD / Bankers cheque favouring “State Bank of India” payable at Madurai
2	Last date and time for receipt of written queries for clarification	<b>Up to 15:00 hrs on 21.03.2023.....only</b> via e-mail – <a href="mailto:sbi.06206@sbi.co.in">sbi.06206@sbi.co.in</a> .  All the queries will be compiled and replied via e-mail by next working day. Site visit if required can be arranged during working hours.1
3	Evaluation of tender documents	<b>Offline: No offline/hardcopy submission.</b> L1 bidder alone has to submit the relevant documents post-tendering at the user/controller’s office.  <b>Online @ <a href="https://etender.sbi">https://etender.sbi</a></b> a. Online tender event id & contact details of the support executives will be shared via e-mail. b. Bidders to login and shall upload the duly signed & stamped Letter of Declaration, Bid Security Declaration in the relevant fields and thereafter can fill & submit the Price Bid. c. Last date & time for price bid submission <b>11:00 hrs on.....2023.</b> d. Price bids of only eligible bidders will be opened online at <b>11:30 hrs on .....2023.</b> e. After opening & evaluation of uploaded documents & price bid, the identified Successful bidder (L1) alone shall submit hard copy of entire technical bid & price bid duly signed & stamped along with Security Deposit amount at the office of user/controller within 07 working days. Thereafter, Work Order will be placed with L1.  Bids would be opened online in the above date and time irrespective of presence of any or entire bidder’s representatives.
4	Security Deposit	Rs. 1,00,000/- (Rupees one lakh only) in favour of “State Bank of India” payable at Madurai. Only the successful bidder is required to submit the Security Deposit before award of work.
5	Address for submission and opening of Tender document	The Chief Manager (HR), SBI, Administrative Office, No. 2, Dr. Ambedkar Road, Madurai-625002
6	e-tendering service provider Contact info	e-Procurement Technologies Limited A-201/208, Wall Street – II, Nr. Gujarat College, Ellisbridge, Ahmedabad – 380006, Gujarat (INDIA). @ +91 9904406300 / +91 9510812960 / +91 9265562821 / +91 6354919566 / e-mail: <a href="mailto:etender.support@sbi.co.in">etender.support@sbi.co.in</a>
7	Validity for Offer	3 (three) months from the date of opening of price bid.
8	Date of Commencement of Work	1 <sup>st</sup> Day of Succeeding month of the Work Order. Contract will be initially for one year and extended for another year on same terms & conditions. Most probably w.e.f 01.04.2022.
9	Premises address	Administrative Office, No. 2, Dr. Ambedkar Road, Madurai.

	(sought prior permission from the user for site visit)	
10	User Dept. Contact info (during working hours)	For AO: +91-944586-63606

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. SBI will not be responsible for any postal delay / loss / non receipt thereof. No consideration will be given to a tender received after the date / time specified above and such tenders are deemed to be rejected.
4. **Tenders received without Bid security declaration shall summarily be rejected and such bidder's price bid shall not be opened / considered for further process.**
5. The Courts in Madurai city alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.
6. State Bank of India discourages the stipulation of any condition by the tenderers. The conditional tender shall be liable to get rejected.
7. "In case, the Lowest Tendered Amount (i.e. Estimated cost x Percentage Bid quoted) of two or more contractors is same, such lowest contractors will again be asked to submit sealed / online "Revised +/- Percentage (%) offers" on the original Estimated cost of tender including all subsections / sub heads as the case may be, but the revised percentage quoted shall, in no case, result in increase of bid amount than their original bid amount submitted. The lowest tender shall be decided on the basis of revised offers.
8. The above process of sealed/online re-bidding amongst two or more contractors offering same rates shall continue till L-1 bidder is discovered.
9. In case, any of such contractor(s) (quoted same tender amount during initial bidding or subsequent re-bidding) refuses to submit revised offer, it shall be treated as 'withdrawal of tender' by the Contractor before acceptance. The earnest money of such contractors shall be forfeited.
10. In case all the lowest contractors those have quoted same tendered amount, refuse to participate in sealed/online revised bidding process for the project, the EMD of such Contractors shall be forfeited and the tenders shall be re-invited for the project.
11. The Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process for the said project."
12. SBI reserves its right to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.

The Chief Manager (HR),  
SBI, Administrative Office,  
No. 2, Dr. Ambedkar Road,  
Madurai-625002

## **CATERING FACILITIES TO BE COVERED UNDER THIS CONTRACT:**

- A. Officers' mess at 2<sup>nd</sup> floor of AO

## **ARRANGEMENTS FROM BANK SIDE:**

- Kitchen at 2<sup>nd</sup> floor, AO, Madurai will be made available to the caterer to undertake cooking activities catering the tendered requirements. Due care & fire hazard preventive measures to be in place.
- Kitchen should not be used for any other purpose except for the scope detailed & services demanded in this tender. If found any misusing, Contract shall be cancelled & both the security deposits shall be forfeited and de-paneled.
- Few vessels required for cooking & serving (but may not be covering all the requirements) will be supplied by the Bank to render the desired catering services at the beginning of the contract subject to availability. The same needs to be returned 'as is where is' basis to the Bank on expiry/termination of the contract. Damages if any shall be made good using the security deposit. However, it is the sole responsibility of the caterer to provide all necessary vessels / equipments etc as necessary to ensure uninterrupted services at highest standards .
- Electricity & water charges shall be borne by the Bank and cooking must be done at Bank's premises
- Charges towards staff lunch shall be collected directly from the Staff by selling the tokens based on final offered rates which include GST.
- No other charges shall be paid extra.
- People employed by the caterer are not supposed to stay overnight at canteen/Bank's Premises.
- Any Misbehavior /Malpractices by the caterer/people employed by the caterer shall lead to termination of contract without any notice.

## **SALIENT POINTS:**

- Percentage rate tendering has been proposed in Price bid. Bidders have to quote their offer in terms of percentage (+ / -) over the total cost. Work will be awarded to the L1.
- The offered percentage will be applied over the individual item rates to arrive at 'FINAL OFFERED RATE'.
- Caterer has to raise Tax invoices only based on the 'final offered rate' on the actuals. Invoices should contain GST break-up not exceeding the 'final offered rate'.
- Caterer to collect money from staff only based on 'final offered rate'.
- Agreement to be entered with the Bank in the given format.
- Security deposit of Rs. 1,00,000/- (Rupees one lakh only) to be deposited for AO separately by the successful bidder.
- All the terms & conditions of this tender document forms part & parcel of the agreement.
- GST invoices submitted to the Bank on actual basis upon the certification of respective department Head.

**TOTAL MANPOWER REQUIREMENT (MINIMUM):**

<b>SN</b>	<b>Description</b>	<b>No. of persons</b>
01	Supervisor	01
02	Cook	02
03	For serving & cleaning at Officers' mess	03

*Note: Depending upon the circumstances, workmen can be shuffled without affecting the routine services*

**TIMING & MENU DETAILS:**

**OFFICERS' MESS**

The caterer shall arrange for serving of cooked food warm at AO 2<sup>nd</sup> floor premises **on a daily basis** for the specified strength. They shall adhere to the following schedule.

**PART – A : BILLED TO BANK**

<b>SN</b>	<b>ITEM</b>	<b>TIMINGS (flexible)</b>	<b>No. of persons per day (approx.)</b>
1.	Morning Tea / Coffee (80 ml)	10:15 hrs to 11:00 hrs	150 to 200
2.	Forenoon Tea / Coffee (80 ml) with snacks	12:00 hrs to 12:30 hrs	150 to 200
3.	Afternoon Tea / Coffee (80 ml)	15:00 hrs to 16:00 hrs	150 to 200
4.	Evening Tea / Coffee (80 ml) with snacks	17:30 hrs to 19:00 hrs	80 to 120
5.	Serving Tea / Coffee in cup & saucer to the cabins on 'Call/order' basis (Rate including Sugar cubes)	10:00 hrs to 19:00 hrs	50 to 75 per month

**PART – B: COLLECTED FROM STAFF MEMBERS**

*(By issuing tokens)*

<b>SN</b>	<b>ITEM</b>	<b>TIMINGS (flexible)</b>	<b>No. of persons per day (approx.)</b>
1.	Breakfast (Dining Hall)	08.30 a.m. to 09.45 a.m.	20 to 25
2.	Lunch (Vegetarian as per menu detailed below)	13:00 hrs to 14:00 hrs	75 to 100

### **OFFICER'S MESS DAILY MENU**

<b>Description</b>	<b>Item</b>
<b>Breakfast</b>	<ul style="list-style-type: none"> <li>• one item each from the following below to be served daily in weekly cyclic menu :</li> <li>• Idly , Plain Dosa, Uthappam, Venpongal – vada (all with sambar, coconut/onion/other chutney)</li> <li>• Poori – sabji, Kitchadi with coconut chutney and sambar</li> </ul>
<b>Morning tea/coffee</b>	Tea/Coffee.
<b>Forenoon tea/coffee with snacks</b>	Tea/coffee with snacks like cutlet/vadai/masalvadai/sundal/mixture/aloo bonda/pakoda/any other pulses etc.,
<b>Lunch (Veg )</b>	<ul style="list-style-type: none"> <li>• One kootu (100 gms) using vegetables like snake gourd, chow-chow, plantain stem, cabbage, brinjal etc.</li> <li>• One poriyal (100 gms) using seasonal vegetables like beans, cabbage, potatoes, brinjal, cauliflower, carrot, beetroot, lady's finger, keerai varieties etc.</li> <li>• Plain Rice (300 gms)</li> <li>• Chappathi/Roti 2nos (each 30 gms) with sabji / dal (150 gms) (Paneer/ Mushroom/ Mutter/ Chana)</li> <li>• Sambar with drumstick or equivalent/vatha kulambu/mohr kulambu</li> <li>• Rasam of traditional variety</li> <li>• Salad (Carrot &amp; cucumber)</li> <li>• Curd (branded)</li> <li>• Papad / Appalam / Vadagam/ Vathal</li> <li>• Pickles</li> </ul>
<b>Afternoon tea/coffee</b>	Tea/coffee
<b>Evening Tea/coffee with snacks</b>	Tea/coffee with snacks like cutlet/vadai/masalvadai/sundal/mixture/aloo bonda/pakoda/any other pulses etc.,
<b>Special Lunch</b> (of duration of more than a week or as and when instructed)	<p>In addition to the regular lunch as mentioned above the following items to be served:</p> <ul style="list-style-type: none"> <li>• One vegetarian soup</li> <li>• One mixed rice like vegetable pulao/fried rice/mint rice/lemon rice/coconut rice/tamarind rice etc.,</li> <li>• Sweet: any one item – Badhusha/Mysorepak/Special Mysorepak/Gulabjamun/Jilebi/SemiyaPayasam/Wheat or Carrot or Beet-root or Kasi Halwa/Kesari (SoojiHalwa)/Coconut Burfi/Milk Sweets/Rice Keer /Laddu etc.,</li> <li>• Desert: Ice cream (any variety)</li> <li>• Fruits: (Banana/mixed cut-fruits etc.,)</li> <li>• Pan/Beeda/Betal leaf with lime and beetal nuts</li> </ul>

**Note:**

1. Lunch to be provided, on ala-carte basis to the regular SBI staff members, if required, in the dining hall and the cost of which to be agreed will be recovered by the Caterer from the concerned individual staff.
2. Daily or Weekly Menus will be prepared and submitted in advance for approval by the AO,SBI and displayed in the dining hall for information. The various items of the menu will be changed frequently to provide variety and uniform standard of courses as stated in the menu will be maintained at all times.

**Some or all parts of the aforesaid menu of all parts may be modified/deleted/added at the sole discretion of the Bank at any time of the contract.**

**Items are indicative and may be substituted with other suitable dishes from time to time**

## **GENERAL SCOPE OF SERVICES AND TERMS & CONDITIONS OF THE TENDER:**

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

1. Applicants/bidders are advised to visit the site locations before submitting the bid.
2. Bank reserves right to alter/modify the menu contents, timings etc., at any point of time.
4. The Tenderer shall arrange for cooking in the kitchens provided at our AO premises and serve the food warm at the aforesaid facilities of the Bank by adhering to the respective schedule & menu.
5. **Cooking & serving utensils to be provided by the caterer. Serving utensils shall include plates, cups for lunch and glass / cups for serving tea / coffe / snacks / beverages at all the workstations of the full AO building.**
6. The Tenderer shall arrange to display every day's menu on every morning on the Notice Board provided in the canteen.
7. Rate quoted shall be inclusive of cost of cooking gas, cost of manpower, cost of raw materials / consumables, vegetables / fruits, groceries, overheads, cleaning materials required, maintenance of kitchen items etc as necessary for cooking and upkeeping of kitchen & dining hall, washing utensils, profits/admin charges/service charges etc. No extra charges shall be paid over & above the aforesaid for the Scope of services mentioned in the tender document/agreement.
8. Manpower mentioned is only approximate and caterer has to ensure deployment of required manpower at any time for uninterrupted services as per requirements.
9. The caterer shall ascertain the no. of persons would be availing the services for lunch every day and accordingly arrange to provide lunch to those persons. Similarly, caterer will arrange to issue & collect tokens for lunch & sandwich from the officers.
10. All the raw materials used in preparation of food products should be a certified ISI/Agmark wherever applicable and/ or as per the brand names/others specified in **Annexure-I**. Vegetables, fruits, other perishables, dry foods and other raw materials should be of high quality and be procured from reputed dealers/shops. The Tenderer should arrange for purchases on his own and bear all expenses in connection with such purchases including transportation.
11. Manpower mentioned is only approximate. However, the caterer should engage appropriate number of trained cooks and other kitchen staff for cooking vegetarian, non- vegetarian, South and North Indian delicacies etc. and for providing catering services as specified in the tender.
12. The Tenderer shall engage the services of sufficient number of able, trained, efficient, neat & clean (viz., with trim haircut, moustache, nail cut), healthy, honest, well behaved and skilled persons for cooking, serving and cleaning of kitchen, dining halls and service areas at his cost.
13. The Tenderer shall ensure that the attendants/waiters/cooks should be properly trained and shall wear smart and neat uniform, including head caps, hand gloves etc., (pattern to be approved from the SBI) with their name badges and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The Caterer shall have full control over the employees engaged by him. The Caterer shall give necessary guidance and directions to his employees to carry out the jobs assigned to them by the Caterer.
14. The Caterer shall provide proper uniform to all his personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz. servers, supervisors, waiters and other staff etc.



15. All the personnel required by the Caterer shall be engaged after a medical examination and shall be subjected to periodical medical check-ups every year by a Medical Officer who may be identified by the SBI. The certificate of fitness obtained from the Medical Officer should be produced for scrutiny by the SBI. The cost of the medical check-up shall be borne by the Caterer.
16. Caterer should adopt modern and hygienic kitchen practices. Caterer should ensure that tables (and not floor) should be used for kitchen work. Synthetic/marble cutting boards and stainless-steel knives should be used for cutting vegetables. Dining tables should not be used for such purposes. New and clean dishes should be used for cooking.
17. Dining tables & chairs should be properly arranged pre & post lunch sessions. Caterer should take care of the furniture & fixtures provided in the kitchen & dining hall.
18. Caterer should arrange for providing proper cover for wastages besides proper and regular disposal of garbage at frequent intervals from the kitchen and twice a day from the SBI campus.
19. The Caterer shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the Officials or the Chief Manager (HR Department). A “Suggestion-cum-Complaint Register” will be maintained in the dining hall and the same will be submitted to the Chief Manager (HR Department) every month, with his remarks, for further putting up to the Competent Authority. The contractor/Caterer will be responsible to attend to all complaints / requirements within the purview of the contract.
20. The Caterer will collect money as prescribed in the price bid from the members of staff for Lunch & Sandwich. However if SBI explicitly agrees for reimbursement of any eatables/snacks, and Tea, Coffee etc to member of Staff, the contractor/Caterer will submit bills for the same only at the end of month, duly certified by the concerned Departmental Head, to the Chief Manager (HR Department), who will scrutinise the bills and if found in order, will pay the Bill . The payments will be made within one week from the date of submission, subject to the condition that the caterer has cleared all his dues, viz., Labour Payments, as required to be paid by him.
21. All taxes which the SBI may be liable to deduct or called upon to so deduct, during the currency of the arrangement shall be set-off against the bills raised by the Caterer and paid to the respective department or authorities as may be required under law and the Caterer shall have no claim against the SBI in respect of such payments.
22. The Caterer shall be liable to comply with all rules and regulations in respect of all the labour laws, FSSAI regulations & requirements and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable in future, related with catering services.
23. The Caterer shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. Contributions, Payment of Bonus Act, Minimum Wages Act, Workmen’s Compensation Act, ESI, CL(R&A) Act, Essential Commodities Act, Migrant Labour Act and / or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government agency or authority, including T.D.S. as per I.T. Act, applicable from time to time. He should submit proof of remittances to ESI on a quarterly basis along with his bill for that quarter.
24. The Caterer shall be responsible for all the claims of his employees and the employees of the Caterer shall not make and claim whatsoever against the Bank. The Caterer’ workmen will not have any

right whatsoever to get absorbed in the Bank.

25. The Caterer shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from all infections/ diseases.
26. The Caterer shall provide weekly off / holidays to his workmen as per labour laws but it will be his responsibility to ensure uninterrupted services on all days. The Caterer must not engage any child labour.
27. In the event of Caterer being a firm, the catering contract must be executed separately by each partner thereof, or in the event of absence of any partner, it must be signed on his behalf, by a person holding a valid Power of Attorney authorizing him to do so, such Power of Attorney shall be produced to the SBI for its record. It must disclose that the firm is registered under the Indian Partnership Act. In the case of a body corporate, all formalities required under the Company Laws must be complied with.
28. As per our Security policy, use of Kerosene Stove, Heaters or Hot plates is not permitted at our Premises. However, Gas stoves, Induction cook tops of reputed brands may be used in the kitchens of Administrative Office.
29. The Caterer shall insure or keep insured against fire, theft, injury, accident and also third party risks all goods, articles, equipment(s) jointly in the name of the caterer and the SBI and shall regularly and punctually pay each and all premia as and when the same shall become due, during the currency of the contract.
30. The Caterer shall arrange and pay for policy under public liability Insurance Act 1991 and Insure and keep Insured all substances which are or have been declared to be hazardous under the notification(s) issued or that may be issued from time to time under the above Act or any rule framed there under and which substances are used by the Caterer during the course of the contract.
31. Caterer shall ensure that the Caterer's employees maintain peace, order and decorum in the premises. Any disturbance in the premises by the Caterer or his agents/employees would render the termination of the contract without notice by the Bank.
32. The contract for catering services shall be for a minimum period of one year from the date of commencement of the contract, renewable at the discretion of the SBI for such period and on such terms and conditions in that behalf mutually agreed upon. **The Caterer will be obligated to meet the Mess Committee once in a month or as & when called for assessing and monitoring of the catering services rendered and for which notice will be given to him/her either in person or by written communication.**
33. Plumbing / Electrical issues if any in the dining halls & Kitchen shall be brought to the knowledge of the Bank/maintenance team to avoid any mishaps.
34. The performance of Caterer would be assessed and monitored by the Mess Committee at periodical interval with or without the assistance of external expertise as may be decided by the SBI. The Caterer shall comply with such observations/feedback made and furnished for improvement of the services by him/her. Failure to adhere to the norms and stipulations mentioned above will compel the SBI to levy penalty. **The decision to levy the penalty will be the sole discretion of the SBI and the decision of SBI in this behalf shall be final and binding on the Caterer.**

<b>Major deficiency</b>	<b>Minor deficiency</b>
Shortage of food & manpower	Not wearing Uniform/ gloves / Head gear / Apron /shoes
Serving stale food / Using rotten vegetables/fruits/milk/other food items.	Using of floor instead of tables for preparing food items/ Roti/ Cutting of vegetables
Not using Agmark / ISI certified/ branded and specified ingredients for cooking	<b>Not displaying menu in dining hall board</b>
<b>Non-maintenance of cleanliness in kitchen/dining hall/wash area and occurrence of pest</b>	Non-disposal of garbage generated out of kitchen
Non-adherence to pre-decided menu without prior approval of the Competent Authority	
Violating of any terms and conditions/specifications/stipulations made in the Agreement (except those mentioned under major deficiencies)	
<b>Rates of Penalty</b>	
<b>Major deficiency during a quarter</b>	<b>Amount of penalty per instance</b>
1 <sup>st</sup> Instance	Rs.5000/-
2 <sup>nd</sup> Instance	Rs.10000/-
3 <sup>rd</sup> Instance	Rs.20000/-
Above three instances	Termination of contract at the discretion of the Institute or Rs. 25000/-per instance
<b>Minor deficiency during a quarter</b>	<b>Amount of penalty per instance</b>
1 <sup>st</sup> Instance	Rs.1000/-
2 <sup>nd</sup> Instance	Rs.2000/-
3 <sup>rd</sup> Instance	Rs.5000/-
Above three instances	Rs.10000/-per instance

35. The contract shall be terminated by efflux of time or earlier may be terminated at one month's notice at the option of the SBI if any of the stipulated conditions or qualitative dimensions of the menu or services agreed up on by the contract are not met to the satisfaction of the SBI. The Caterer shall have the option to terminate the agreement after giving three months' notice to the Bank of such termination. If during the currency of the contract, any Government notification prohibits employment of contract labour for Catering services, the contract shall come to an end forthwith and no compensation shall be paid to the Caterer. Besides if the contract is terminated as stated above the Tender shall be entitled to the payment up to the date of termination for the work already performed.
36. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles/equipment(s) or any part thereof by the Bank to the Caterer and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.
37. The rates quoted shall not be subject to any variations in prices, basic material, taxes, duties, labour conditions, etc., during the currency of the catering contract.
38. The Caterer shall bear all the costs and expenses in respect of all charges, stamp duties etc. of this agreement.
39. Within the validity period of the tender the Bank shall issue a letter of acceptance to the successful bidder at the address of the bidder as given in the tender to enter into a contract for the execution of the work as per terms of the tender. The letter of acceptance shall constitute a binding contract between SBI and the bidder/Caterer.
40. On receipt of the intimation of the acceptance of the tender from SBI the successful Caterer shall be bound to implement the contract and within 7 days thereof he shall sign an agreement in a non-

judicial stamp paper of appropriate value.

41. Failure to commence services within 5 days of signing of the contract or as decided by the SBI whichever is latest, will result in withdrawal of the contract awarded.
42. Any indulgence, forbearance or waiver, granted or shown or made on the part of the SBI will not prejudice its rights under the contract.
43. The Caterer whose tender is accepted has to execute a Contract with the SBI but his liability under the contract shall commence from the date of written order.
44. The Courts in Madurai (Tamilnadu State) alone shall have jurisdiction in respect of any matter touching these presents.

**DRAFT AGREEMENT CUM SCOPE OF SERVICES**  
**(for Part A & Part B of the Tender document)**

**FORMAT AGREEMENT BETWEEN BANK AND CATERING AGENCY**

**THIS AGREEMENT** made at \_\_\_\_\_ on this day of 20 \_\_\_\_ between STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act, 1955 having its Corporate Centre at Madam Cama Road, Mumbai – 400 021 and one of its Local Head Office / Zonal / Regional / Branch / other Offices at \_\_\_\_\_ (hereinafter a referred to as “the Bank” which expression shall include wherever the context so permits its successors and assigns) OF THE ONE PART

AND

\_\_\_\_\_ (hereinafter referred to as “THE CONTRACTOR” which expression shall include wherever the context so permits its / his successors and assigns) of the OTHER PART

**WHEREAS** the Bank has invited offers for rendering Catering Services at the Executive and Officers’ dining halls of LHO more fully described in the tender document. (hereinafter referred to as “CONTRACT” or “WORK” or “SERVICES”).

**AND WHEREAS** the contractor offered its / his services for a consideration more fully described in the tender document (NIT No..... dated.....) along with prescribed as hereunder here in above referred to as “SCOPE OF WORKS” which forms part of this agreement.

**AND WHEREAS** pursuant to the acceptance of the offer, the parties hereto are desirous of entering into an agreement being these presents on the various terms and conditions hereinafter appearing

**NOW IN CONSIDERATION OF THE PREMISES**, it is hereby agreed by and between the parties thereto as follows.

1. The Contractor shall arrange for the services at the establishment. He shall adhere to the Schedule as to the time and work to be performed as mentioned in the Schedule more specifically described hereunder.
2. The charges payable by the Bank to the Contractor for rendering the services enumerated will be as per the rates quoted in the Price Bid of Contract. The details of which are as detailed in Annexure.
3. The Bank may provide (but not bound to do so) a few selected articles/equipment for use in the Bank’s premises for the purpose. The contractor shall take care of the said articles / equipment as a bailee, in terms of the provisions contained under the Indian Contract Act and duly return them in good working order and condition to the Bank on and at the expiry of the currency of these presents or on its sooner determination in terms of these presents. The daily and periodical maintenance of the articles/equipment shall be the sole responsibility of the contractor. The cost of replacement / repair and servicing of all the articles/equipment during the currency of these presents shall be borne exclusively by the contractor only.
4. All the materials used for services should be certified ISI mark and or as per the brand names/others as may be specified by the Bank. Food Ingredients/raw materials, Chemicals, Sprays, detergents and other materials should be of high quality satisfactory to the Bank and shall 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 their transportation.

5. The contractor shall always have on his active rolls the services of sufficient number (as indicated in his offer document) of able, efficient, clean healthy, honest, well-behaved and skilled persons including qualified technical or supervisory staff for rendering services at the establishment/s.
6. The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall and be deemed for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at a future date. He will, at the request of the authorized Officer of the Bank / establishment remove from the work any person engaged by him for the services who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and / or is not courteous, polite with the employees of the Bank or its customers or third parties.
7. The contractor shall strictly comply with all extant labour and such other statutory laws in relation to the services to be provided and the personnel engaged by the contractor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Contractor. The Bank shall not be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Contractor and it shall be the sole responsibility and liability of the Contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.
8. The contractor shall be responsible for the training, allotment of duties, hours of work and timings to the engaged personnel for the purpose. The contractor shall alone have the right to exercise control, give directions and manage the personnel engaged for the purposes.
9. The contractor shall provide proper uniform befitting the Bank to all personnel and ensure their cleanliness and upkeep.
10. The Contractor shall discharge his obligations under these presents most diligently, efficiently and honestly.
11. The Contractor shall bear all costs and expenses and stamp duty in respect of all Agreements that may be entered into with the Bank to give effect to this arrangement as per prevailing Stamp Act.
12. 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 services.
13. The Contractor will be obligated to meet the Premises Committee once in a month for assessing and monitoring the quality of housekeeping services rendered as may be decided by the Bank and for which notice will be given to the contractor either in person or by a written communication. The Contractor shall comply with such observations/feedback made and furnished by the Bank for improvement of the services by him/ her. However, the continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate these presents under due notice to the Contractor without incurring any further liability therefore.
14. The agreement shall come into force and be effective from the date of work order and holds valid till **the completion of 1 (one) year** subject to the review of satisfactory performance as mentioned hereinabove. The satisfactory performance shall also include making payment to the employees strictly as per the wages mandated by the Labour Commissioners periodically. This agreement shall be terminated by efflux of time or earlier by one month's notice at the option of the Bank in the event of unsatisfactory performance or breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon the contractor under these presents. The contractor may, after giving three months' notice to the Bank terminate the

contract. If he so desires at any time during the course of the currency of this agreement. The contract may be renewed for a further period of 12 months under the same terms and conditions stated in this agreement with mutual consent subject to satisfactory performance.

15. The contractor shall deposit a sum of **Rs. 1,00,000/- (Rupees one lakh only)** as SECURITY DEPOSIT with the Bank for due fulfillment and performance of the contract. The Security Deposit shall be held in Term Deposit with the State Bank of India in the joint names of Bank and the contractor and all deposit receipt will be kept in the custody of the Bank. Upon submission of security deposit, EMD will thereafter be returned in original. The security deposit will be returned to the successful Caterer after three months from the date of expiry of the Contract provided that there are no defects or damage to the materials/articles/equipment supplied by the SBI, and also only after the said materials/articles/equipment are returned to the SBI in good working order and condition by the Caterer to the satisfaction of the SBI and all its dues to the SBI are fully settled.
16. The Contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by him and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The contractor shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensations etc. if any as aforesaid.
17. The contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the housekeeping services under these presents.
18. The Contractor shall obtain adequate Insurance Policy in respect of his workmen engaged for the service towards meeting the Liability of Compensation arising out of death, injury / disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.
19. The Contractor will submit the bills for the services rendered, only at the end of each month to the authorized officer and who will scrutinize 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 as far as possible will be made within one week from the date of certification, subject to the condition that the contractor has cleared / paid all his dues, viz. Labour payments, taxes, levies etc as required to be paid / payable by him under any law for the time being in force.
20. The Bank further reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-adherence to agreed quality of materials or services have been received or noticed by the Bank without assigning any reason whatsoever and no claim will be entertained in this regard.
21. In case the Contractor fails to fulfill his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages/penalty as detailed in the tender document and the Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the Contractor.
22. All questions relating to the performance of the obligations under this agreement and to the quality of materials used in respect of the services 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 referred to Assistant

General Manager, Premises & Estate Department in the Bank, whose decision shall be final, conclusive and binding on the contractor.

23. All the taxes which the Bank may be liable to deduct or called upon to so deduct during the currency of the arrangement which are liable to be payable by the contractor under the law but no so paid, shall be set-off against the bills raised by the contractor and paid to the respective Government Departments or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of any or all such payments.
24. The contractor should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation and Abolition) Act 1950 and rules there under. The Contractor shall comply with all rules and regulations in force under the said Act and Rules. The Contractor shall comply with all applicable laws, Rules and Regulations relating to Provident Fund, Payment of Bonus, Minimum Wages or any other Statutory / Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.
25. The Contractor shall in terms of the provisions of Sections 16,17 and 18 of the Contract Labour (Regulations & Abolition) Act, 1970 and the Rules framed under said Act provide the prescribed amenities to its personnel. In case of failure of the contractor in complying with the said provisions, the Bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Contractor without prejudice to its other rights and remedies under these present. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions / obligations.
26. In terms of provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed there under, in case the same are applicable to the Contractor, the Contractor shall disburse the minimum wages payable to its personnel only in the presence of the Authorized Representatives of the Bank and shall obtain due certification to that effect from the said Authorized Representative of the Bank. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this Contract in addition to such penal consequences as may be attended with under these presents.
27. Nothing contained in these presents is intended nor shall be construed to be a great, demise or assignment in law of the premises or the articles / equipment or any part thereof by the Bank to the Contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.
28. 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, Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.
29. The Contractor shall be responsible for any loss due to theft / pilferage and / or damage to the Bank's property when such damage is, in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the Contractor or his workmen / employees engaged for the services. The Contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.
30. If during the currency of the Contract, any Statue, Rules / Government notification prohibits employment of Contract Labour for the services envisaged under this Agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the Contractor or his workmen/employees.
31. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank will not prejudice its rights under the contract.
32. The courts in Madurai City (Tamil Nadu State) alone shall have jurisdiction in respect of any matter touching these presents.



### **Liquidated Damages**

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

### **Statutory and other Regulations**

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

### **Arbitration**

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

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

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

The venue of arbitration shall be Madurai, India.

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

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

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

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

### **Inspection:**

The Bank shall have the right to inspect duties being performed by the personnel, and the quality of materials used, to ensure that the Contractor is effectively carrying out the obligations under the Maintenance Contract. All questions relating to the performance of the obligations under the Maintenance

Contract, and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Bank, whose decision shall be final, conclusive and binding on the Contractor.

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

**Termination of the Contract**

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

**Force Majeure**

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

IN WITNESS WHEREOF THE BANK and the contractor have set their respective hands to theses presents and duplicates hereof the day and year first hereinabove written

**SIGNATURE CLAUSE**

Signed, Sealed and delivered by the State Bank of India

Shri.....

.....  
(SEAL & SIGN OF THE EMPLOYER)  
(Name & Designation)

In the presence of

Witness No.1.....

Witness No.2.....

Signed, Sealed and delivered by M/s. ....

(SEAL & SIGN OF THE CONTRACTOR)  
(Name with full address)

Witness No.1.....

Witness No.2.....

**DRAFT AGREEMENT CUM SCOPE OF SERVICES**  
**(For Part C)**

THIS AGREEMENT made at State Bank Institute of Learning and Development, Nungambakkam, on this ..... 2023 between State Bank of India, Administrative Office, Madurai – 625 002 (hereinafter called the AO, Madurai) represented by the Chief Manager (HR), or any other Official authorized by him/the Bank and ..... (hereinafter called ‘the Caterer’), ..... Firm represented by ..... aged about ..... years and residing at .....

WHEREAS the AO, Madurai has been established for the benefit of the members of the staff of State Bank of India, with a residential hostel and a mess (hereinafter referred to as Mess) with a kitchen, dining hall(s) and some items as listed the terms and conditions governing the tender for contract already agreed upon by the Caterer at the time of submitting the tender for the supply and service of wholesome food, vegetarian and non-vegetarian, refreshment, tea and coffee, etc., for the trainees and guests.

AND WHEREAS the Caterer has been entrusted by the AO, Madurai the contract for the running of the Mess (Vegetarian and Non-Vegetarian) i.e. supply of coffee, breakfast, pre-lunch tea/coffee, lunch, post-lunch tea/coffee, evening snacks with tea/coffee, dinner etc., daily to the trainees, resident or otherwise, during the periods when there are sessions in the AO, Madurai and in other days as directed by the Chief Manager (HR) of the AO, Madurai or any other person who may be usually an Official looking after the general administration or any other person as may be authorized by the CM(HR) in this regard.

AND WHEREAS the contractor offered its / his services for a consideration more fully described in the tender document (NIT No. PRE20230203 dated .....) along with prescribed as hereunder here in above referred to as “SCOPE OF WORKS” which forms part of this agreement.

The caterer shall fully associate himself on a day to day basis in running the mess. No advance/advance payment(s) will be paid for any purchase or for any bill payment at any point of time. The rates fixed will be paid when the bill is submitted by the caterer. The ultimate aim of the agreement should be to take care of the requirement of AO, MADURAI at all times befitting the status of the Bank in mind. The Caterer has been awarded to the contract for running the Mess for a period of one year from ....., the date of commencement of contract with the undernoted terms and condition.

1. The caterer should hold all the mandatory valid licenses issued by the Statutory authority to operate & maintain a cooking facility, to engage contract labour/workmen, handling of garbage/food waste etc. It is the sole responsibility of the caterer to renew the same and to update the competent authority of AO, Madurai periodically. A copy of such license(s) to be displayed in a prominent location of the premises being used for the intended purpose.
2. The Caterer shall arrange for cooking and serving of food on a daily basis for 150 to 200 Staff Members (approx.) at the premises. The Caterer shall adhere to the following schedule:

SN	ITEM	TIMINGS (flexible)	No. of persons per day (approx..)
1.	Morning Tea / Coffee (80 ml)	10:15 hrs to 11:00 hrs	150 to 200
2.	Forenoon Tea / Coffee (80 ml) with snacks	12:00 hrs to 12:30 hrs	150 to 200
3.	Afternoon Tea / Coffee (80 ml)	15:00 hrs to 16:00 hrs	150 to 200
4.	Evening Tea / Coffee (80 ml) with snacks	17:30 hrs to 19:00 hrs	80 to 120
5.	Serving Tea / Coffee in cup & saucer to the cabins on ‘Call/order’ basis (Rate including Sugar cubes)	10:00 hrs to 19:00 hrs	50 to 75 per month

# Timings are flexible, forenoon and evening tea/coffee are to be served in the working table.

3. The recommended details of Daily Menu as given in the tender document which shall be strictly complied with by the Caterer. Weekly detailed Menu will be advised by the AO, Madurai and the

catering should be done only on the basis of such menu. The various items of the menu will be changed frequently to provide variety and a uniform standard. The menu decided by the AO, Madurai must be adhered to at all costs. Non-adherence to the menu will attract penalty to be decided at the sole discretion of the Chief manager (HR), AO, Madurai.

4. The Caterer shall arrange to display day's menu on every morning on the Notice Board provided in the canteen.
5. All the raw materials used in preparation of food products should be certified ISI/Agmark wherever applicable and / or as per the brand name or other specified in the tender document. Vegetables, fruits, other perishables, dry fruits and other raw materials should be of high quality and be procured from reputed dealers or shops. The Caterer will arrange for purchases on his own and bear all expenses in connection with such purchases including transportation.
6. The Caterer shall be provided by the AO, MADURAI (but not always bound to do so) selected articles/equipment for use in the kitchen. The Caterer 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 AO, MADURAI on expiry of the contract. The Caterer shall be liable to reimburse the loss or damage of such articles/ equipment if they are not returned in good working condition. In the event of any default by the Caterer, the AO, MADURAI shall have the right to deduct from the security deposit of the Caterer, the amount or cost of such loss or damage, that may be determined by and the decision of the AO, MADURAI in this behalf shall be final and binding on the Caterer.
7. Apart from the cooking gas charges paid for PART A & B, charges if any shall be factored in the rates quoted for this part i.e. PART C. The Caterer shall be responsible for the safe keeping & safe using of the LPG cylinders. The caterer should be in a position to attend any emergency issues related with the same.
8. The Caterer must engage appropriate number of trained cooks and other kitchen staff for cooking vegetarian, South and North Indian delicacies etc., and for providing catering services.
9. The Caterer shall engage the services of sufficient number of abled, trained, efficient, neat and clean (viz., with trim haircut, mustache, nail-cut), healthy, honesty, well behaved and skilled persons for cooking, serving and cleaning of kitchen, dining halls and service areas at his costs. The Caterer shall ensure that the attendants/waiters/cooks should be properly trained and shall wear smart and neat uniform, including head cap and hand gloves etc., (pattern to be approved by the AO, MADURAI) with their name badges and that they are courteous, polite and prompt while rendering efficient services in their respective areas. The Caterer shall have full control over the employees engaged by him. The Caterer shall give necessary guidance and directions to his employees to carry out the job assigned to them by him. The Caterer shall also be responsible for the payment of their wages and/or dues to his employees, to which they are entitled under the applicable Laws. All the liabilities arising out of violation of local Laws and/or Central Laws shall be his responsibility. He will on the request of the Chief Manager (HR)(AO, MADURAI) / Administrative Officer, immediately remove from the work any person(s)/employee(s) who are, in the opinion of the Bank unsuitable or incompetent or who may misconduct himself/herself and such a person shall not be again employed or allowed in the work/campus without the permission of the Chief Manager (HR) (AO, MADURAI).
10. A Supervisor shall be appointed by the Caterer in consultation with the AO, MADURAI. A competent person having minimum three years diploma in hotel management with three years experience or possessing a certificate in craft certificate course in food production with three years experience or a person having five years experience in the institutional catering will be appointed. The catering supervisor(s) appointed by the Caterer should be available throughout the production and service period at the AO, MADURAI.

11. The Caterer shall provide proper uniform to all his personnel(s) and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz., Servers/Supervisors/Waiters and other staff etc.,
12. The Caterer will pay rates and wages and observe hours of work and condition of employment as per existing rules, agreement, applicable Laws. He shall be responsible to register himself and obtain a valid license under the contract Labour (Regulation and Abolition) Act, 1970 and rules thereunder and he must comply with and carry out all the provisions and obligations under the said Act and rules and furnish all information to the Chief Manager (HR), AO, MADURAI as may be required by the Act /rules and shall indemnify Bank against any penalty/claim from any default on his part and the said obligation shall survive even after the termination of the agreement.
13. The Caterer will provide liquid soap, tissue paper and hand towels for the wash basins provided in the main dining hall/VIP dining hall. It shall be the responsibility of the Caterer to employ sufficient staff and provide cleansing materials of first class quality for the cleaning of toilets given for their staff, washing area, pantry, kitchen, dining hall and service areas. **Any laxity in the services will attract severe penalties as detailed in the tender document at the discretion of AO, MADURAI.**
14. The Caterer will arrange for upkeep of the dining hall, kitchen area, washing areas at least three times daily and also immediately after any service is rendered and also whenever it is required to be done. The Caterer will ultimately ensure that the entire kitchen and dining area are kept hygienic and clean. Preventive pest control measures including fly control will have to be done by the caterer at his costs.
15. The Caterer will adopt modern and hygienic kitchen practices. The caterer will ensure that the tables (and not floors) should be used for kitchen work. Synthetic/Marble cutting boards and stainless steel knife will be used for cutting vegetables. New and clean dishes should be used for cooking. The caterer will arrange for providing proper cover for wastages besides proper and regular disposal of garbage at frequent intervals from the kitchen and twice a day from the AO, MADURAI campus.
16. The Caterer shall carry out improvement as may be necessary for ensuring satisfactory service and shall take due notice of compliance made by the boarders or through the Faculty members or Chief Manager (HR), AO, MADURAI / Administrative Officer. A “Suggestion cum Complaint Register” will be maintained in the dining hall and the same will be submitted to the Chief Manager (HR) / Administrative Officer every day, with his remarks, for further putting up to the competent authority. The Caterer will be responsible to all complaints or requirements within the purview of the contract.
17. The Caterer shall be provided, by the AO, MADURAI, the articles used in the kitchen. The caterer shall take care of the said articles / equipment as a bailee and in terms of the Indian Contract Act and return all these equipments in good and working order on the expiry or termination of the contract.
18. The daily and periodical maintenance and service of all kitchen equipment / articles provided by the AO, MADURAI shall be caterer’s responsibility. The cost of replacement and or repair and servicing of all equipment shall be borne by the caterer during the currency of the contract. The Caterer has to ensure that the kitchen equipment are in good working conditions, all the times.
19. The Caterer should maintain a first-aid kit box to take care of immediate medical need by the workmen deployed.
20. All taxes which AO, MADURAI may be liable to deduct or called upon to so deduct, during the currency of the arrangement shall be set off against the bills raised by the caterer and paid to the

respective departments/authorities as may be required under Law and the Caterer shall have no claim against the AO, MADURAI in respect of such payments.

21. In the event of insufficient / bad quality/ non-serving of any eatables agreed upon to be served, the Bank will be within its rights to make suitable deductions from the caterer's bills.
22. Invoice shall be raised only on actual consumption basis on quoted rates of respective categories of food/servings.
23. In case, the Caterer or any of his employee fails to fulfill his obligations for any day or any number of days, to the satisfaction of AO, MADURAI for any reason whatsoever, he shall pay by way of liquidated damages an amount decided by the AO, MADURAI. The AO, MADURAI shall without prejudice to their other rights and remedies, shall be entitled to deduct such damages from the money if any, payable by them to the Caterer.
24. All questions related to the performance of the obligations under this agreement and to the quality of ingredients used in preparation of food and beverages and all the disputes and differences, which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the DGM (B&O), State Bank of India, Administrative Office, Madurai whose decision shall be final and conclusive and binding on the parties to this agreement.
25. The Caterer shall be responsible for any loss due to theft or pilferage of or damage to the Bank's property, including any portion of the building under the Caterer's occupation, or fittings, fixtures, furniture or other equipment entrusted in his charge or any property belonging to the trainees or guests, when such loss or damage is, in the Bank's opinion caused due to negligence or carelessness or any fault on Caterer's part or that of his representatives or any of his employee, he shall be liable to pay to the Bank such amount in respect of such damage as may be assessed by the Chief Manager (HR), AO, MADURAI or any other Officer authorized in this regard. Accordingly, the Caterer shall ensure that the character and antecedents of the personnel to be engaged has been verified through the appropriate authority and they have unblemished past records.

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

- i. The Caterer shall accept and bear full and exclusive liability for the payment of any or all taxes etc., except GST/service tax, now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or Local Body or by any other Authority with respect to or covered by wages, salaries or other compensation paid or payable to persons employed by the Caterer.
- i. The Caterer shall fully comply with all the applicable Laws, Rules and Regulations relating to P.F. Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL (R&A) Act, Essential Commodities Act, Migrant Labour Act and / or such other Act or Laws or Regulations passed by the Central, State, Municipal and Local Government Agency or Authority, including TDS as per I.T. Act, applicable from time to time. He should submit proof of remittances to ESI on a quarterly basis along with his bills for that quarter.
- ii. The Caterer shall be responsible for proper maintenance of all the registers, records and accounts so far as these relate to the compliance of any statutory provisions or obligations. The Caterer shall be responsible for maintaining record(s) pertaining to payment of Wages Act and also for depositing the PF contributions, if required, with authorities concerned. Any penalty imposed on us by the Government Departments for non-compliance of the Rules and Regulations by the Contractors would be payable by the Caterer.
- iii. The Caterer shall bind himself or his executors or administrators and shall indemnify and hold harmless the Bank in respect of this contract including all claims, damages, proceedings, costs, charges and / or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its Directors, Officers or employees for

reasons of or consequent upon any breach or default on the part of contract in respect of violation of any of the provisions of Law/Act/Rules/Regulations having the force of Law or if any award of decision by any competent tribunal, court or authority in respect of the workmen or any one employed or engaged by the caterer/ sub-caterer in connection with this contract. This indemnity shall survive even after the termination of the contract.

- iv. The caterer shall be responsible for all the clients for his employees and the employees of the Caterer shall not make and claim whatsoever against the Bank. The Caterer workmen will not have any right whatsoever to get observed in the Bank.
  - v. The caterer shall engage fully trained and adequately experienced workmen who are medically fit. They should be free from all infections/diseases.
  - vi. The caterer shall obtain adequate insurance policy in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disability at work etc.,
  - vii. The caterer shall provide weekly off or holidays to his workmen as per Labour Laws but it will be his responsibility to ensure uninterrupted services on all days. The Caterer must not engage any child labour.
  - viii. In the event of caterer being a firm, the catering contract must be executed separately by each partner thereof, or in the event of absence of any partner, it must be signed on his behalf, by a person holding a valid power of attorney authorizing him to do so, such power of attorney shall be produced to AO, MADURAI for its records. It must disclose that the firm is registered under the Indian Partnership Act. In the case of a body corporate, all formalities required under the Company Laws must be complied with.
  - ix. The caterer shall ensure or keep insured against fire, theft, injury, accident and also third party risk all goods, articles, equipment, jointly in the name of the Caterer and the AO, MADURAI and shall regularly and punctually pay each and all premia as and when the same shall become due, during the currency of the contract.
  - x. The caterer shall arrange and pay for policy under Public Liability Insurance Act, 1991 and insure and keep insured all substances which are/or have been declared to be hazardous under the Notification(s) issued or that may be issued from time to time under the above Act or any Rule framed there under and which substances are used by the Caterer during the course of the contract.
- 26.** The caterer shall ensure that the Caterer's employees maintain peace, order and decorum in the premises. Any disturbances in the premises by the Caterer or his Agents or employees would render the termination of the contract without notice by the Bank.
- 27.** The contractor shall deposit a sum of **Rs. 1,00,000/- (Rupees one lakh only)** as SECURITY DEPOSIT with the Bank for due fulfillment and performance of the contract. The Security Deposit shall be held in Term Deposit with the State Bank of India in the joint names of Bank and the contractor and all deposit receipt will be kept in the custody of the Bank. Upon submission of security deposit, EMD will thereafter be returned in original. The security deposit will be returned to the successful Caterer after three months from the date of expiry of the Contract provided that there are no defects or damage to the materials/articles/equipment supplied by the AO, MADURAI, and also only after the said materials/articles/equipment are returned to the AO, MADURAI in good working order and condition by the Caterer to the satisfaction of the AO, MADURAI and all its dues to the AO, MADURAI are fully settled.
- 28.** The caterer for catering services shall be for a minimum period of one year from the date of commencement of the contract, renewal at the discretion of the AO, MADURAI for such period and on such terms and conditions in that behalf mutually agreed upon. However, half-yearly review would be conducted to assess the performance. The caterer will be obligated to meet the Mess Committee once in a month for assisting and monitoring for the catering services rendered and for which notice will be given to him/her either or by written communications.
- 29.** The performance of caterer would be assessed and monitored by the Mess Committee at periodical intervals with or without the assistance of external expertise as may be decided by the

AO, MADURAI. The Caterer shall comply with such observations/feedback made and furnished for improvement of the services by him/her. Failure to adhere to the norms and stipulations mentioned above will compel the AO, MADURAI to levy penalty. The decision to levy the penalty will be sole discretion of the AO, MADURAI and the decision of AO, MADURAI in this behalf shall be final and binding on the Caterer.

30. The caterer shall be terminated on the expiry of the one year by efflux of time or early may be terminated at one month's notice at the options of the AO, MADURAI if any of the stipulated conditions or qualitative dimensions of the menu or the services agreed upon by the Caterer are not met to the satisfaction of the AO, MADURAI. The caterer shall have the option to terminate the agreement after giving three months' notice to the Bank for such termination. If during the currency of the contract, any Government Notification prohibits employment of contract labourers for catering services, the contract shall come to an end forthwith and no compensation shall be paid to the Caterer. Besides if the contract is terminated as stated above, the Caterer shall be entitled to the payment upto the date of termination for the work already performed.
31. Nothing contained in these presents if intended or shall be construed to be a grant, demises or assignment in law of the premises or the articles/equipment or any part thereof by the bank to the Caterer and are its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.
32. The rates quoted shall not be subject to any variations in prices, basic materials, taxes, duties, labour conditions etc., during the currency of the catering contract.
33. The caterer shall bear all the costs and expenses in respect of all charges, stamp duties, etc., of this agreement.
34. If the caterer assigns or sublet the catering services without the written approval of the AO, MADURAI, the AO, MADURAI shall be at liberty and at its discretion to terminate the contract without any further notice.
35. Any indulgence, forbearance or waiver, granted or shown or made on the part of the AO, MADURAI will not prejudice its rights under the contract.
36. On receipt of the intimation of the acceptance of the Price Bid from SBI the successful caterer shall be bound to implement the contract and within 5 days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value. Failure to commence services within 5 days of signing of the contract or as decided by the AO, MADURAI will result in withdrawal of the contract awarded.
37. The caterer whose tender is accepted has to execute a contract with the AO, MADURAI but his liability under the contract shall commence from the date of written order.
38. The Courts in Madurai alone shall have jurisdiction in respect of any matter touching these presents.

### **Liquidating Damages**

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

### **Statutory and other Regulations**

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

### **Arbitration**

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



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

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

The venue of arbitration shall be Madurai, India.

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

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

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

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

**Inspection:**

The Bank shall have the right to inspect duties being performed by the personnel, and the quality of materials used, to ensure that the Contractor is effectively carrying out the obligations under the Maintenance Contract. All questions relating to the performance of the obligations under the Maintenance Contract, and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Bank, whose decision shall be final, conclusive and binding on the Contractor.

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

**Termination of the Contract**

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

**Force Majeure**

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

IN WITNESS WHEREOF THE BANK and the contractor have set their respective hands to theses presents and duplicates hereof the day and year first hereinabove written

**SIGNATURE CLAUSE**

Signed, Sealed and delivered by the State Bank of India

Shri.....

.....  
(SEAL & SIGN OF THE EMPLOYER)  
(Name & Designation)

In the presence of

Witness No.1.....

Witness No.2.....

Signed, Sealed and delivered by M/s. ....

(SEAL & SIGN OF THE CONTRACTOR)  
(Name with full address)

Witness No.1.....

Witness No.2.....

**List of indicative brands of items to be used in catering**

SN	Items	Brand
1	Milk	Aavin/Amul/Jersey/Heritage/Britania
8	Tea/Tea bag	Taj Mahal/Tetley/Tata Tea/3Roses or of equal quality
9	Coffee	Filtered in the appropriate ratio of approved make
10	Refined oil/Groundnut oil	Fortune/Nature fresh/Vital/Gold winner/Lite/Heart
11	Vanaspathi Ghee	Dalda/Rath
12	Mustard Oil	Fortune/Engine/Kanodia/Kalash
13	Rice	Basumati costing not below Rs.70/- per kg in the retail market Steam/raw/boiled rice costing not below Rs.55/- per kg in the retail market. Specimen to be approved by the Bank.
14	Sugar	Good quality (sulpherless)
15	Salt	Tata / Ashirwad/Puro
16	Atta/Maida/Basen/Ragi	SakthiBhog/Ashirwad/Rajdhani/Annapoorna (no loose atta acceptable)
17	Pulses	Good quality equivalent to organic
18	Spices	MDH/Everest/Sakthi / Aachi
19	Fruits/Vegetables	Seasonal fresh quality
20	Salad	Seasonal items consisting of green fresh vegetables
22	Ice cream	Amul/Kwalitywalls/jersey/heritage

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

**Date:**

**Signature of the Caterer with seal**

## **INSTRUCTIONS TO PARTICIPATE IN e-TENDER**

- Registration with the service provider M/s. e-Procurement Technologies Pvt. Ltd. by contacting them over the telephone nos. mentioned under NIT.
- Login to website : <https://etender.sbi>
- Log in with credentials
- Click on RFX Tender & Search RFX Tender with Event ID (*Event ID which will be communicated to all prequalified bidders*)
- Click on Dashboard
- Click on "I Agree" to confirm your participation.
- Click on Fill next to the each Bidding Form.
- After Filling all details along with Remarks, click on Save.
- To upload supporting documents click on Map Documents.
- After submitting filling all required details and Uploading all supporting documents verify entered details.
- After Verification to submit your bid click on "Final Submission".

### **(A) Business rules for E-tendering:**

1. Only contractors who fulfilled the prequalification criteria shall be eligible to participate.
2. SBI will engage the services of an e-tendering service provider who will provide necessary assistance before commencement of online bidding on Internet.
3. In case, there is any change in e-tendering service provider, the SBI will inform the qualified bidders suitably at appropriate time.
4. Contractors are advised to have **VALID DIGITAL SIGNATURE WITH ENCRYPTION.**
5. Business rules like event date, closing and opening time etc. will be communicated through service provider for compliance.
6. Contractors 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.
7. E-tendering will be conducted on schedule date & time.
8. 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:**

SBI shall finalize the Tender through e-tendering mode by engaging an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBI through authorized service provider on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors 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 are able to circumvent such situation and still be able to participate in the E-tendering successfully.
3. Failure of power at the premises of Contractors 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 SBI shall not be responsible for such eventualities.

4. Authorized service provider shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your 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 has to quote the rate as per the Tender Document provided by SBI or their appointed Architects.
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:**
  - a) Online e-tendering for Price Bid submission through SBI's approved Service Provider shall be open to the bidders qualified by the SBI as per Technical Bid Evaluation mentioned hereinabove.
  - b) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
  - c) The Contractors 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.
  - d) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
  - e) In case, contractor 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 authorized service provider. The Bidders are requested to change the Password after the receipt of initial Password from the service provider. 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 L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD.
11. At the end of the E-tendering, SBI will decide upon the successful bidder. SBI decision on award of Contract shall be final and binding on all the Bidders.
12. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
13. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
14. **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/service provider.
- b. The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- c. SBI decision on award of Contract shall be final and binding on all the Bidders.
- d. SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- e. SBI and its authorized service provider shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- f. SBI and its authorized service provider are not responsible for any damages, including damages that result from, but are not limited to negligence.
- g. SBI and its authorized service provider 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.

## GENERAL INSTRUCTIONS TO TENDERER

### 1. **Purpose:**

Catering services as required in respective complex/ building.

### 2. **Invitation:**

The bidders desirous of taking up the project for supply of above Services for SBI 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 successful bidder (L1) will be entirely at Bank's discretion. We seek proposal from empanelled Bidders who have the necessary experience, capability & expertise to provide Catering services or mentioned against respective building complexes adhering to Bank's requirement outlined in this Tender.

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

### 3. **Eligibility Criteria:**

Bid is open to only to Catering & Caretaking Agencies empaneled with State Bank of India, Chennai Circle.

### 4. **MANDATORY ENCLOSURES:**

(i) The bidders are advised to upload the undermentioned requisite document in the e-tendering portal on or before the last date of tender submission.

a) Scanned copy of Letter of Declaration printed on the company's letter head duly signed and stamped by the Authorised Signatory.

b) Bid Security Declaration in lieu of EMD

(ii) Contractors not submitting any one or more documents mentioned above and elsewhere in this document shall not be eligible to participate in the online price bidding.

(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 within 5 days without interest after the decision to award the work is taken.

### 5. **Disclaimer:**

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India (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 SBI on behalf of State Bank of India 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 selected Bidder.

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

SBI 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 Introduction, 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. SBI has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, SBI is entitled to issue corrigendum to Tender (to be posted in Bank's website only) 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.

**6. Clarifications & Amendments:**

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

**7. Bid Integrity:**

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

**8. Format and Signing of Bid**

- i. The bidder should prepare submission as per Technical Bid, Price Bid and other requested information.
- ii. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
- iv. Bidders responding to this Tender shall submit letter of declaration in the given format on their letter head along with necessary EMD.
- 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. The bank may at its



discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.

9. The Bidders requiring any clarification on the bidding documents should submit written queries on or before the time permitted.
10. At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment on Bank's website only.
11. 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 taken into account by the tenderer in its tender submission.
12. Any clarification issued by SBI will be in the form of an addendum / corrigendum will be communicated via e-mail. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be informed to all through e-mail.
13. The Contractor shall ensure that they are fully conversant with the premises/ building/ complex in question as well as with the business activities thereat and its related manpower requirements for the work specified.
14. The SBI 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 SBI, except under emergencies / unavoidable circumstances.
15. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
16. The Contractor shall issue identity cards/ identification documents to all its employees.
17. The personnel of the Contractor shall not be the employees of the SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
18. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBI shall not have any liability whatsoever on this account.
19. The details of the machineries proposed to deploy and other technical details can be furnished in the Technical bid.
20. 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.
21. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.
22. Tenders received after the due date and time, are liable for rejection. SBI reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
23. 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.
24. Tenderers sign & stamp in each and every page of the tender document before submitting tender.
25. The rate should be quoted in Indian Currency only.
26. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of 'ONE YEAR' from the date of commencement of work. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.
27. The rate quoted by the tenderer shall remain firm and shall cover and include cost of all materials required for upkeep of the premises, wages to the labourers, supervisors, plumber, other technical & supervisory staff and workmen, tools & 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).

28. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
29. 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.
30. The bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
31. No employee of SBI shall be engaged by the contractor during the course of carrying out the works.
32. If any tenderer withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the SBI 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.
33. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's/ SBIPL's Officer-in-charge.
34. 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 / indecent behaviour 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.
35. The contractor has to 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.
36. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data & ID proof of the staff deployed at site like their full address, educational qualification, age proof etc. shall be made available before commencement of work. The staffs have to be deployed in consultation with the user dept.
37. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBI.
38. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.
39. Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
40. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
41. 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. SBI shall not be responsible for any infringement of the various statutes in force by the contractor.
42. 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.
43. STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
44. The contractor shall be responsible to ensure making payment of "Prevailing Minimum Wages" as notified by Regional Labour Commissioner (Central) to their labourers/ employees directly in their Bank accounts and shall produce relevant documents to the SBI directly for verification every month along with their monthly bills failing which bills may not be paid.

45. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to the SBI directly, failing which bill will not be entertained.
46. No union formation is allowed.
47. The Contractor's supervisor shall be first line of contact for SBI, who shall report to the designated officers of SBI for all requirements. Mobile numbers of supervisors to be provided on receiving the work order.
48. The personnel who are appointed as Janitors shall be provided with all cleaning and safety material for cleaning purposes by the Contractor.
49. The estimated quantity for manpower and machines mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/employer/owner i.e. SBI without any extra charge but within the accepted tender amount only.
50. In case, any demand is raised by the SBI for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the contractor shall make arrangements for the same and cost thereof shall be paid by the Bank on the basis of minimum wages payable to specific skill set of labour engaged.
51. All the chemicals, consumables required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the SBI. No sub-standard material shall be used. The chemicals used for the purpose of cleaning shall be eco-friendly and bio-degradable.

## GENERAL CONDITIONS OF THE CONTRACT

### 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 SBI and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer 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 having its Head Office at 4<sup>th</sup> Floor, SBI Local Head Office, ‘Circle Top House’, 16, College Lane, Madurai – 600 006.

**‘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, company or person engaged by the SBI to carry out the work. It shall also include their legal representative(s), successors or assigns.

**‘Site’** means State Bank of India, Administrative Office - I, Madurai, where the works are 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 building and examine finishes (glass, aluminum composite panel, crystalline glass, Italian marble, granite, tiles, carpets, stainless steel cladding, veneers, laminates, building fixtures/ fittings, etc.) before quoting their rates. It is expected that the tenderers will provide high quality services without damaging the existing finishes provided in the various areas of the premises.

### 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 Employer. 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 may be conducted at our office as detailed in the NIT. 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 SBI based on the recommendations of SBI shall award the contract to the successful lowest tenderer 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 SBI reserves the right to increase or decrease the quantum of service to be provided and also 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 SBI.
- (iii) The SBI 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 SBI 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 SBI 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 establishment of SBI within 15 days from the receipt of intimation of acceptance of the tender by the SBI. 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 into or not.

#### 9. WORK ORDER:

Within the validity period of the tender, the Employer 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 Employer and the Contractor.

#### 10. CONTRACT DOCUMENT:

On receipt of work order from the Employer, 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)

- 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. Unsuccessful bidders shall arrange to collect back their EMD from our Head Office up on our intimation.
- All compensation or other sums of money payable by the contractor to the Employer 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. Agreement is not entered within stipulated time;
- c. If the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or
- d. The tender is accepted by the Employer but the contractor fails to enter into a formal agreement or
- e. Fails to commence the work within the stipulated time.
- f. 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 caterer shall deposit security deposit as specified in the respective part's agreement conditions separately for due fulfillment and performance of the contract. The security deposit shall be held in term deposit with the State Bank of India in the Bank's name and the deposit receipt will be kept in the custody of the SBI. The security deposit will be returned to the successful Caterer after three months from the date of expiry of the Contract provided that there are no defects or damage to the materials/articles/equipment supplied by the SBI, and also only after the said materials/articles/equipment are returned to the SBI in good working order and condition by the Caterer to the satisfaction of the SBI and all its dues to the SBI are fully settled.

14. The contractor's authorized representative shall be in attendance in the premises during all working hours for supervising the work. 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 SBI, 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 on a daily basis 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 SBI 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 SBI 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 (mandatory in absence of ESIC coverage):**

- Before taking up the work, the Contractor shall, obtain and submit to SBI, a third-party insurance policy in original, issued by any Public-Sector Insurance Company.
- The Policy should be issued in the joint names of Employer and 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 of Rs 5 lac each, for any type of accident / incidence.
- The contractor shall, from time to time, provide documentary evidence as regards payments of premia 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 SBI. 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 Employer and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work.

In case of breach, the SBI shall be at liberty to serve notice and rescind the contract along with forfeiting of the EMD (i.e. security deposit) and invoke the bank guarantee / performance guarantee if required.

**19. PROTECTION OF WORKS AND PROPERTY:**

The contractor shall continuously protect the Employer'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, SBI 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 Employer 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 equipment to be deployed by the contractor should be enclosed.

- The equipment to be kept on site should be non-intrusive/non-disruptive required to maintain utmost cleanliness of the premises.
- The contractor should ensure that the equipment provided on site are functioning at all times.

#### 21. WAGES TO BE PAID:

The Bank will pay the Contractor the said contract amount, (hereinafter referred to 'the Contract Sum') or such other sum as shall become payable hereunder at the times and in the Price Bid and the said conditions.

The payment will be made as per work done and on satisfactory completion of the work and on submission of the bill.

All payments by the Bank under this contract will be made only at Madurai in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.

All taxes prevailing during the currency of contract shall be payable by the Caterer within the accepted tender amount only and the Bank will not entertain any claim whatsoever in this respect except GST.

That the terms of this contract have been read by the Caterer and fully understood by him/ them. The Caterer shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.

The rate quoted shall be inclusive of all statutory components as mandated by Labour Law and the Employer shall not be responsible for any payment/non-payment towards the above components.

The following components should necessarily be present in the pay structure applicable to the staff and the break-up of same should be submitted by the Contractor in their price bid:

- Basic Pay + D.A.
- EPF
- ESIC
- Any other statutory compliances in details

Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff. The contractor may like to add any other component as they may desire to the above list to have better staff.

The contractor shall compulsorily submit the detailed pay structures he proposes to give to each of his category (along with components as instructed above and also adding any other component he desires to give over and above, to any or all of the categories along with the price bid. The tenders quoted without complying payment of Minimum wages along with EPF/ESI/DA, etc. shall summarily be rejected/disqualified.

#### 22. PROCUREMENT OF MATERIALS:

All the materials and consumables required for the work shall be supplied by the Contractor within their quoted rates only. All the cleaning materials shall be of reputed make as approved by the Bank.

#### 23. UNIFORM:

The contractor shall provide New Uniform (with Company's name badge) including Safety Shoes, Helmet, Safety Belt, 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.



#### 24. PAYMENT OF BILLS BY THE BANK:

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.

The payment of your monthly bills in respect of the captioned Contract shall be paid by the State Bank of India only after all documents as indicated below are submitted along with the bill:

- i. PF challan for the previous month.
- ii. A separate sheet mentioning the names of the staff deputed at SBI Site,
- iii. Wages/Salary amount credited in the Bank's account of individual,
- iv. Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.
- v. A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.
- vi. ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at SBI Site (name of site to be mentioned) and the amount credited against their account with the ESIC office.
- vii. The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.
- viii. The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI representative, as the principal Employer, every month.
- ix. GST Paid Original Bills/Invoices in support of claims of all the material (including cleansing materials supplied to the residents, material used for Common areas as wells as Plumbing, Electrical and any other material supplied/used in the maintenance during the month) duly counter signed by the Officer-in-charge/Engineer from SBI confirming the procurement and use of all such material at site.

25. 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 SBI 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.

26. If State Bank of India engages workers to complete any part or whole of the work 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 SBI, the extra cost involved on this account.

#### 27. WORKING DAYS:

Workers are entitled to have 6 working days with one paid holiday per week as mandated by Labour Law.

#### 28. ADDITIONAL WORK:

Should any new areas of work transpire, which the Employer 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 Employer and the contractor based on rate quoted on established norms. In the event of non-agreement of the rates, the Employer reserves the right to get the same carried out through any other agency so appointed for.

### 29. 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 Employer as and when required by the Employer. The contractor shall produce all the relevant statutory documents for inspection by the Employer 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/authorities 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 Employer 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 Employer against any legal actions arising there from.

### 30. LOCAL LAWS, ACTS, REGULATIONS

The contractor shall strictly adhere to all prevailing/extant 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 bye 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 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 SBI / SBI 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 State Bank of India as aforesaid shall be deemed to be deducted by State Bank of India or may be recovered by the Bank from the contractor.

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

### 31. 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 one similar term 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 Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

### 32. DISMISSAL OF WORKMEN:

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer 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 Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.

### 33. TECHNICAL AUDIT / SCRUTINY:

- The Employer 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 Employer.
- 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 Employer to recover the sum from any payment due to the contractor for such work.

### 34. RECORDS OF DAILY OPERATION:

The Contractor shall maintain and provide comprehensive logbook of cleaning procedure adopted, record of chemicals used, details of daily record of cleaning activity carried out in all units of the buildings.

### 35. INSPECTION BY EMPLOYER:

- General
- The Employer shall have the right to inspect at all times any tools, instruments, materials / chemicals, staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.
- Rejection of work and Equipment
- The Employer 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 SBI shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

### 36. REPORTING AND RECORD KEEPING:

#### Management reporting and process reviews

The Employer 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 service contractor's 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 Employer 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 Employer's representatives, the standards of service to be provided and how performance to be measured and monitored.

### 37. FORCE MAJEURE:

"Force Majeure" shall mean any event beyond the control of SBI 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, pandemics, 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.

### 38. ACCIDENTS:

The contractor shall immediately on occurrence of any accident during carrying out the work report such accident to the Employer. 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 official of State Bank of India/SBI 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 State Bank of India. In addition, the contractor to the authorized State Bank of India, official shall also submit periodic reports on safety from time to time as prescribed.

### 39. LABOUR:

- i. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank who are well acquaint with local language.
- ii. The contractor shall furnish to the SBI at the intervals specified, a distribution of the number and description of labour employed in carrying out various works / activities.
- iii. The Contractor shall submit on every month to the SBI a statement showing in respect of the preceding month:
  - (a) The number of labourers employed by them on the work.
  - (b) Their working hours.
  - (c) The wages paid to them.
  - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them and
  - (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- v. The minimum age of the labour employed shall not be below 18 years.
- vi. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.
- vii. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- viii. As regards Employees State Insurance Act, the contractor shall submit photostat copies of the challans of remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.
- ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.
- x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.

- xi. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement.
- xii. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- xiii. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.
- xiv. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
- xv. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- xvi. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.

#### 40. TERMINATION:

- (a) SBI shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by 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 State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at 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.

#### 41. 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 State Bank of India official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, 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 SBI shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the SBI's decision in this respect.

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

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized SBI official who shall have the right to ban the use of any item.

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 SBI instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agency's. Cost of damages if any, to life and property arising out of such violation of statutory regulations and SBI instructions shall be borne by the contractor.

#### 42. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per Appendix-6 before starting the work, indemnifying the SBI from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place 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, SBI shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBI 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 SBI 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 SBI official, the SBI 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 State Bank of India.
- 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 State Bank of India.

#### 43. 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.
- **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in Madurai and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.
- **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 Madurai only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **State Bank of India, Madurai** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

#### 44. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

If at any time after acceptance of the tender, the Employer 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.

#### 45. 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.

*The contractor shall be required to submit for the Bank's approval a schedule of materials that shall be mobilize for the above services wherever applicable. This information shall be submitted with full identification of specific manufacturer's products together with their catalogues.*

The contractor shall be required to submit for the Banks/SBI approval a detailed utilization plan and a detailed manpower deployment schedule with details of manpower assigned to each task. All comments by Employer will be incorporated and executed at no extra costs to the Employer.

The contractor will schedule the cleaning operations in such a way that the premises remains neat and clean all the time. The contractor may deploy his labourers in shifts accordingly in keeping with the prevailing labour law of the state.

#### 46. PRICES:

**'The final offered rate is inclusive of all taxes & levies. In case of change in GST structure, the same shall be paid over the base rate accordingly'.** 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 SBI and can also claim the same in the invoice.

#### 47. INSOLVENCY:



The competent authority of the Office of the SBI, Madurai 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:

- a. 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
- b. 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.
- c. 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 /SBI and provided also that the contractor shall be liable to pay the SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

**47. 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 SBI in the SBI's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

**48. CORRUPT OR FRAUDULENT PRACTICES:**

- The SBI as well as 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 SBI and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBI 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 SBI, 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 SBI 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 SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, 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.

#### 49. PENALTIES /LIQUIDATED DAMAGES:

- The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15<sup>th</sup> of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the SBI along with the bills of the next month. If such scenario continues for a period of 3 continuous months then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee shall be encashed. The SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s).
- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the SBI.
- An amount of Rs.2500/- will be levied as liquidated damages per day per floor for any building from the Contractor whenever and wherever if found that the work is not up to the mark. If the Contractor fails to perform as per the satisfaction of the SBI within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by SBI will be invoked.
- Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the SBI, the Contractor shall be penalized up to 5% of the monthly Bill amount which will deducted from any bills/dues of Contractor.

#### 50. PRICE VARIATION CLAUSE:

**Price variation for Labour component:** Please note that all rates (Manpower, Material 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 has to take due care on this account while quoting the rates. However, renewal of contract is discretion of the Bank/SBI and the contractor shall have no right to claim for the same.

**Price Variation on men & material component:** No escalation of Material component & service charges shall be allowed during the contract period.

**51. 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 one 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 SBI 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 your firm etc. solely at the discretion of the SBI.

**52. 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.

**53. SEXUAL HARASSMENT:**

The Contractor shall be solely responsible for full compliance with the provision of the “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”

- i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI).
- iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee, if sexual harassment/violence by the employee of the contractor is proved.
- iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

**54. NON-DISCLOSURE:**

The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India’s infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of 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 State Bank of India (SBI). 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.