

## **NOTICE INVITING TENDER**

Tender For Catering Services at officer mess, Administrative Office, Shimla on behalf of State Bank of India, Shimla invite two bid tenders from Catering Contractors for providing Catering Services at Catering Services at officer mess, Administrative Office, Shimla.

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

1	Tender ID	ADMIN/CAT/2024-25/01
2.	Name of Work	Tender For Catering Services at officer mess, Administrative Office, Shimla
3	Earnest Money Deposit(EMD)	₹ 50,000.00
4	Security Deposit (ISD)	<p>The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted “Annual Contract Value” as Security Deposit (SD) in the form of banker’s Cheque/demand draft issued by any Nationalized/ Scheduled Bank (Other than State Bank of India favoring “StateBank of India” payable at Shimla.</p> <p>The contractor may choose to deposit the said Security Deposit(SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Bank as per the SBI/Bank’s approved format.</p>
5.	Date of availability oftender documents tenderportal	From 27.09.2024 to 14.10.2024 from Bank’s Website: <a href="https://bank.sbi/web/sbi-in-the-news/procurement-news">https://bank.sbi/web/sbi-in-the-news/procurement-news</a> .
6	Pre-Bid Meeting	At 3.00 PM on 10.10.2024 at AO Shimla VC Room No .1
7	Last date & time for submission of Technical Bid	14.10.2024 by 03:00 PM To be submitted offline at Admin Office Shimla, Kaumpti 171009
8	Last & time for submission of price Bid	Will be notified later only for qualified vendors

**INVITATION FOR TENDER FOR CATERING SERVICE AT STATE BANK OF INDIA**  
**ADMINISTRATIVE OFFICE, SHIMLA**

Sealed tenders are invited on behalf of State Bank of India, Administrative Office, Shimla, from vendors as per the terms & conditions given below and attached herewith: -

S.N.	Name of work	E.M.D	Security Deposit	Tenure of Contract
1.	Providing catering services at SBI, Administrative Office, Shimla for daily lunch for: Minimum No. <b>80</b> with a provision for Maximum No. Tentative <b>10%</b> (plus) or actual turnout at any day. In case of lower turnout than, payment for minimum <b>50</b> number will be made.	Nil	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted "Annual Contract Value" as Security Deposit (SD) in the form of banker's Cheque/demand draft issued by any Nationalised/ Scheduled Bank (Other than State Bank of India favoring "StateBank of India" payable at Shimla. The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Bank as per the SBI/Bank's approved format.	1 year from the date of award of contract, and renewal for further two years subject to satisfactory services .

**ELIGIBILITY CRITERIA**

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

Sr. No.	Eligibility Criteria	Documents to be submitted
1	The bidder must be a Firm / Proprietary / Partnership/ Company registered under Companies Act with an experience of minimum 05 years in the field of Catering Services as on 27.09.2024.	-In case of Proprietorship concerns copy of Shop License/Registration and the GST Registration certificate. -In case of firms, Copy of the firm registration Certificate and GST Registration. -In case of company, copy of certificate of incorporation issued by Registrar of Companies and full address of the registered office plus GST registration certificates.

2	<p>Three Similar Completed works Each one having “Annual Contract Value” not less than ₹16.00 Lakh</p> <p>Or</p> <p>Two Similar Completed works Each one having “Annual Contract Value” not less than ₹20.00 Lakh.</p> <p>Or</p> <p>One Similar Completed work having “Annual Contract Value” not less than ₹32.00 Lakhs.</p>	<p>Copy of the work order and work completion certificates issued by the principal Employers specifying following information relating to the works carried out during the period from 25.09.2017 to 26.09.2024:</p> <ol style="list-style-type: none"> <li>1. Scope of work.</li> <li>2. Contract value.</li> <li>3. No of Lunch Tie-up</li> <li>4. Period of the Contract</li> <li>5. Date of the commencement of the contract</li> <li>6. Date of the completion of the contract</li> <li>7. Monthly payment</li> <li>8. Satisfactory Report</li> </ol>
<p><u>Note: “Similar Completed Work” under this clause shall mean successful completion of Catering Services work for the Scheduled Banks, Financial Institutions, Central &amp; State Govt. Departments/Organizations, Public Sector Undertakings, Multinational National Corporations, etc.</u></p>		
3	<p>The bidder should have a minimum average annual turnover of ₹ 40.00 Lakh for the last three years (as on 31.03.2024).</p> <p>Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2021- 2022, 2022-2023 and 2023-24 (Provisional / audited) establishing the turnover criteria should be submitted.</p>	<ol style="list-style-type: none"> <li>(i) Copies of the audited P&amp;L Account and Balance Sheet duly Certified by the Chartered Accountant including 3CA/3CD and auditor notes and accounts.</li> <li>(ii) Copies of returns submitted to the Tax authorities such as IT &amp; Service Tax etc.</li> <li>(iii) Copies of returns submitted to the labour Commissioner.</li> </ol>
4	<p>The Bidder should not have incurred loss in last 3 years ending on 31<sup>st</sup> March 24.</p>	

6	Tenderers should have applicable and valid registrations with statutory authorities, viz. Income Tax, Goods & Service Tax, Labour License under section 12(1) of the Contract Labour regulation and Abolition) Act, 1970., Employees Provident Fund Organization (EPF), Employees State Insurance (ESI) Corporation, PAN etc.	Certified copies of supporting documents to be attached.
7	Bidder should not have been disqualified / debarred / blacklisted from any Govt., Semi- governments, PSUs, Banks including any of the Offices/Branch of State Bank of India/SBI Pan India or involved in any illegal activity or financial frauds.	Suitable declaration to this effect to be submitted on the Letter Head of the Firm duly signed by the Authorized Signatory only
8	The Tenderer should have valid Food Licence from the Municipal authorities and Food Safety and Standards Authority of India (FSSAI) for Catering Services	Certified copies of supporting documents to be attached.
9	The Bidder should either be Class-I or Class-II local supplier as defined under this RFP	Certificate of local content to be submitted as per Annexure-G

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

We have read and understood the abovementioned Pre-qualification criteria and shall abide by the same.

Signature of the Contractor with Seal

1. Validity period of offer 03 months from the date of opening of tender.
2. Earnest Money Deposit as mentioned above must be by way of STDR/BG in favour of SBI, Shimla, accompanied with the sealed tender.
3. Tender should contain the documents as listed below: -
  - i. Bid Security form.
  - ii. Acceptance of terms & conditions of the Bank, as given under various Sections I to V.
  - iii. E-mail I.D., Name of the authorized person and contact number.
  - iv. Certificate of incorporation, i.e. proprietorship, partnership deed etc.
  - v. Certificate of registration under contract labour (Registration & abolition) act.
  - vi. Certificate with respect to GSTIN.
  - vii. Certificate of registration with office of Regional Provident Fund Commissioner.
  - viii. Copy of license of food & safety.
  - ix. Copy of licence with Employee's State Insurance Corporation.
  - x. Income tax return for three year.
  - xi. Professional certificate from previous and present clients for last three years.
  - xii. Required documents as above
4. Tender in sealed cover super scribed with Name of the work will be received up to 03.30 pm on 14.10.2024.
5. Who offers minimum rates as per attached (Schedule of quantities) shall be considered for award of work.
6. Acceptance of tenders shall solely rest with Competent Authority who do not bind themselves to accept the lowest tender, and the Bank, reserves the right to reject all or any tender or accept or reject the tender in part or in whole without assigning any reason thereof.
7. Incomplete tender will be summarily rejected.
8. No postal request for issue of blank tenders will be entertained.
9. All other terms and conditions are mentioned in the tender document including Penalty clause.

**Chief Manager (HR)**

## INSTRUCTIONS TO TENDERERS

1. The Tender should be submitted in a envelope-technical bid ,emd & other required documents properly sealed, signed and super scribed "Tender For Catering Services at Administrative Office, Shimla. Sealed quotations should be addressed to: -

The Chief Manager (HR ),  
State Bank of India,  
Administrative Office  
40 SDA, Kusumpati, Shimla  
Himanchal Pradesh-171009

2. Last date of receiving sealed quotation on 14.10.2024 Upto 03 :30 am.
3. Representatives of tenderer should note that no change will be permitted in Tender quotes whatsoever, once they are opened.
4. Clarification required, if any, may be obtained from Human Resource section, Administrative Office, Shimla during business hours from 10 :00 am to 04 :00 pm.
5. The Bank reserves the right to reject any or all the applications without assigning any reason thereof whatsoever.
6. The Bank is not responsible in any manner for the postal delay/loss/non-receipt of tender application/documents.

### SECTION - I

#### Memorandum of Agreement

**(Note: To be signed by tenderer before submission of tender)**

Name of the work	Providing catering services at Administrative Office, Shimla as given below: Minimum No 70 with a provision, for Maximum No. Tentative 80+10 %(plus) or actual turnout at any day. In case of lower turnout than 70 payments for minimum 70 numbers will be made (applicable on working day only)
------------------	--

A. I/We hereby tender for providing catering services for the Bank, of the work specified in the underwritten Memorandum within the time specified in such memorandum at the rate specified therein and in accordance with the specifications and instructions in writing referred to the general conditions of the contract and with such materials as are provided for by and in all respect in accordance with such conditions as far as possible.

General Description	Providing catering services at Administrative Office, Shimla as given below: Minimum No. 80 with a provision for Maximum No. Tentative 80+ 10% (plus) or actual turnout at any day. In case of lower turnout than 50 peoples, payment for minimum 50 numbers will be made (applicable on working day only).
Earnest Money Deposit	₹ 50,000.00

B. We agree to keep the tender open for 1 month from the due date of submission thereof and not to make any modifications in the terms and conditions.

C. The Security Deposit will be deposited by way of STDR or BG for 50.00 Thousand valid for 13 months in favour of State Bank of India, Administrative Office, Shimla.

D. An amount as mentioned as earnest money deposit is forwarded herewith along with our tender through a Demand Draft on a Scheduled Bank, as earnest money.

E. The successful bidder has to execute an agreement with Bank for catering service.

F. I/We hereby agree: -

- i) To abide by and fulfill all the terms and provisions of said conditions annexed hereto and all the terms and conditions contained in notice inviting tenders so far as applicable and/or default thereof, to forfeit and pay to the Bank, sum of money mentioned in the said conditions.
- ii) If I/We fail to commence the service specified in the above Memorandum, I/We agree that the said Bank, shall, without prejudice to any other right or remedy, be at liberty to forfeit, to get forfeited the said amount of earnest money.
- iii) To execute all the services referred to in the Tender Documents up to the terms and conditions contained and referred to therein.

I/We agree that in case I/We fail to commence the services specified in the above Memorandum an amount equal to the amount of the earnest money mentioned in the form of invitation of Tender shall be absolutely forfeited by the Bank.

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 2024.

Signature of the contractor \_\_\_\_\_

Address: \_\_\_\_\_

The above tender is hereby accepted by me on behalf of Bank,

Dated the ..... day of ..... 2024

\_\_\_\_\_

**CHIEF MANAGER (HR )  
Administrative Office, Shimla**

**SECTION - II**

**General Rules & Directions**

01. Any person who submits a tender shall fill up the form stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable for rejection.
02. The Bank, or its duly authorized representative will open the tenders in the presence of intending tenderer who may be present at the scheduled time. In the event of the tender being accepted the E.M.D. furnished shall be treated as part of Security Deposit. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the tenderer, without any interest.
03. The Bank shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
04. In case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
05. **All rates shall be quoted on the tender form. Special care should be taken to write the rates in words and figures against each item.**
06. On acceptance of the tender, the name of the authorized representative(s) of the contractor who would be responsible for taking instructions from the Bank, shall be communicated in writing to the Bank.
07. All taxes including Income tax, Sale tax, Purchase tax, Turnover tax or any other taxes and duties as applicable in respect of this contract shall be payable by the contractor and Bank will not entertain any claim whatsoever in respect of the same. Only G.S.T. will be reimbursed/paid by the Bank.
08. The contractor shall comply with the provision of the Apprentices Act, 1961, Minimum wages Act., Contract Labour Act. to the labour laws relevant to the work involved and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and Bank, may at its discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
09. No labour camp shall be allowed in the premises of Bank, and contractor has to make their own arrangement for deployment of labour. Police verification and report details submitted to Estate Officer, Administrative Office, Shimla will be done for laborer's by the contractor before engaging them for the contract.
10. No price escalation or adjustment is payable for the work.
11. I/We hereby declare that I/We shall treat the tender documents and other records connected with the catering service as Secret Confidential documents and shall not communicate information derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.



## SECTION - III

### GENERAL CONDITIONS OF CONTRACT

1. The canteen will be situated within the premises of AO Shimla Kasumpti . The same will be governed by all the legislations, Central and State as applicable and the contractor shall comply with the provision thereof in as far as the catering services is concerned and the contractor shall be solely responsible for the breach of any Act or Regulation as aforesaid and he shall indemnify the Bank for any loss or damage which Bank may suffer due to the default of the contractor.
2. Kitchen equipment, utensils, cutlery, crockery, furniture, fittings, etc. will be provided by Bank, and any officer duly authorized by the Bank, will have a right to inspect and check such kitchen equipment, utensils, cutlery, crockery, furniture, fittings etc. belonging to the Bank, at any time. Breakage/loss/damage of the same will be made good by the contractor. Cooking gas cylinders to be arranged by the contractor at his cost. The contractor will render at the end of every 3 months an Account thereof to the Bank. Use of heaters/heat plates in the premises is totally prohibited. Any time, any equipment found being used will initiate penalty of Rs. 5000.00 (Rupees five thousand only).
3. The Contractor will not take any item supplied to him outside the premises of the Bank, either for the purpose of repairs or otherwise without the express permission in writing from the Bank.
4. The Contractor will maintain the canteen premises, furniture, utensils, crockery and cutlery in clean and hygienic condition to the satisfaction of Bank, and the decision of the Bank, in this respect shall be final. The charges/bill related to dishwasher detergent will be borne by the contractor.
5. The Canteen premises provided by Bank, to the contractor for the purpose of operating the canteen shall be used by the contractor only for the purpose of operating the canteen and for no other purpose, whatsoever.
6. The premises given to the contractor will not create or deem to create any right to the contractor in the premises given to him for operating the canteen either as a tenant, lessee or licensee or otherwise and the contractor hereby agrees that he will not claim any right as a tenant, lessee or licensee of the premises in which the canteen is operated. Further, the contractor agrees that he will immediately vacate the premises along with his employees where the canteen is operated on termination of the contract as mentioned hereafter.
7. The contractor shall not sublet the premises given to him for operating the canteen, nor shall he allow any person who is not in his regular employment to remain in the premises. The contractor shall not sublet/subcontract the work to be awarded in the present tender.
8. The contractor shall not make use of the premises for any illegal, immoral or unlawful purpose.
9. The contractor shall employ at their own cost and expenses sufficient and competent staff as may be reasonably required in the opinion of Bank, for the fulfillment of the Contractor's obligations under the agreement and shall give their professional expert guidance and supervision to the work. A list of workers/employees deployed by him shall be submitted to the Bank. The Contractor/or his representative will visit Bank, once in a fortnight and

contact the designated person/s. If in the opinion of Bank, any staff or supervisor of the Contractor is found unsuitable the contractor shall be liable to change the staff or supervisor forthwith.

10. The contractor shall be responsible for the discipline of his personnel and Bank's orders/directives shall be binding on the contractor and all his personnel.
11. The contractor will provide uniforms to his employees employed in the canteen at his own cost. The uniforms supplied by the Contractor should be clean and in good condition. Washing/Laundry of towels/napkins/table sheet/apron/table plastic covers will be arranged by the Contractor.
12. The employees employed by the contractor shall be in the employment of the contractor only and the contractor shall be solely responsible for all acts of commission or omission of his employees and the contractor shall indemnify the Bank, against any loss or damage which Bank, may suffer due to any act of commission or omission of any of his employees. The contractor shall be solely responsible for the payment of minimum wages under provision of extant rules to his employees and the Bank, shall in no way be concerned with the same.
13. Bank shall in no way be concerned or responsible for the welfare of the employees employed by the contractor and the contractor shall be solely responsible for the welfare of his employees as per the various Government acts and Regulations whether the Central or the state or the Union Territory, that shall be applicable to him from time to time.
14. After the completion of required Police verification etc, our request from the contractor that the employees of the contractor will be issued with temporary Gate Passes, which will entitle them to enter the premises of Bank. However, they will be subject to checking at any or every time of their entry or exit by Bank's security personnel and such checking will also include physical search. In case of change of any employee, the contractor will be required to inform the Bank and finish his police verification etc.
15. In the event of any injury to the contractor's employee/s arising out and during employment, the contractor shall at all times keep the Bank effectually indemnified against all liabilities towards his employees under the workmen's Compensation Act and/or applicable laws in force from time to time. The contractor shall obtain appropriate Insurance for their staff in case of injury during the course of employment.
16. The contractor shall comply with all the provisions of the applicable Shops & Establishment Act, Employees State Insurance Act, the employees Provident Funds Act 1952, the contract Labour (Regulation and Abolition) Act.1970 including all the provisions and the Rules thereunder, minimum wages act and any other acts/rules that may be applicable to him from time to time and he shall keep Bank, indemnified against all liabilities and responsibilities for his non-compliance of any of the provisions of the said Acts and Schemes and in particular, laws governing employer/employee relations in respect of the staff engaged by the Contractor. He shall take out necessary license, maintain records and registers and submit returns and shall pay contributions in accordance with the said acts in respect of the employees employed by him for operating the canteen.
17. The Contractor submit security amount of Rs. 100000/- as per terms and conditions. Bank reserves the right to forfeit the amount deposited as Security Deposit for non-compliance of any of the provisions of the terms and conditions laid down in the contract for any

consequences, damages of loss arising out of violation of the rules and regulations in enforcement by the statutory body/competent authority. No interest will be paid on Security amount.

**TERMS AND CONDITIONS ALONG WITH RESPONSIBILITIES OF CATERER**  
**The mess consists of a kitchen and a dining hall. The important terms and Conditions are listed below:**

1. The Contract Agreement would be for a period of one year and subsequently, may be renewed for an additional period of two year or part thereof, subject to satisfactory performance.
2. After three months of operation the caterers will be evaluated on the basis of the guidelines and rules detailed in this document and in the leave and license agreement to be drawn. If the caterer fails to meet the expectation and promises made, then the agreement for catering can be cancelled at any time.
3. At the time of handing over the possession of kitchen and mess, the caterer will be required to provide a refundable interest free Bank Guarantee/STDR of Rs. 50.00 thousand for which agreement is entered into. This Bank, Guarantee should be from a scheduled nationalized Bank, and will be held against in default in performance and violations of terms and conditions. This Bank, Guarantee shall be effective for a period of 13 months. In case of contract is renewed for another One year, the guarantee will also be renewed for further period of 13 months.
4. Wastage of water must be avoided. Bank will be at liberty to impose penalty of Rs 1000.00 in case of wastage of water being noticed.
5. Electricity shall be provided free of cost. However, contractor/vendor will not use any kind of electrical appliance for cooking/ heating purpose, and if found using, contractor will be fined Rs. 1000/- per instances.
6. In the event of award of the contract, the contractor should register themselves with the Regional Labour Commissioner (local corporation in Shimla)/RLC (Central Shimla), as a contractor under the Contract Labour Regulation Act and obtain a Labour License and complete all required formalities.
7. (a) The caterer should adhere to the provisions of the Provident Fund Act, the Minimum Wages Act and other such acts which are applicable.  
  
(b)The caterer should ensure that the payment is made to the labour as per Minimum wages act to the satisfaction of the licensee. The payment is to be made into the Bank, accounts of the employees and the statement of the accounts is to be deposited with the Bank every month/every week. EPF and ESI facilities must be provided to the workers and proof of doing so must be submitted to the Bank along with bills.  
  
(c)The Caterer shall not employ child labor. Upon violation of this requirement, legal action would be taken.
8. Engagement of required staff, providing uniforms etc. shall be by the caterer with approval of the mess committee of the concerned hostel. The workers should always use hand gloves and caps while working (hair found in food is not acceptable). Caterer

should provide a minimum of two pairs of uniform to the workers and ensure that workers report for duty in clean uniforms.

9. The caterer shall, at their cost, maintain adequate stock of food grain, grocery, and adhere to the standards of the institute. The caterer shall be responsible for proper hygienic storage of all raw materials.
10. No food cooked in the mess may be taken out of the premises without prior permission of the concerned officer.
11. Vegetarian and Non-Vegetarian food will be cooked and served separately.
12. Procurement of good quality provisions and other consumables is the responsibility of the caterer.
13. Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the catering contractor.
14. The caterer should preferably have experience of catering in an establishment of a minimum of 100 customers.
15. Issues related to Hygiene in the Mess and the Kitchen:
  - i) Cleaning and Housekeeping of Kitchen and dining area will be the sole responsibility of the caterer.
  - ii) Cleaning of utensils, crockery, kitchen equipment, furniture, mess water is also duty of the caterer. The highest possible standards are expected in this regard.
  - iii) All possible measures must be taken to ensure hygiene in the kitchen and mess. These include the provision of ample Liquid soap for hand wash at basin, clean towels to clean hand, hand gloves for mess workers who handle items like salad etc., head caps for mess workers and other measures as advised by the mess committee.
  - iv) Highest levels of hygiene must be maintained in the mess workers' toilet, with provisions for soap, towels etc.
  - v) Mess workers should be provided the necessary training so as to maintain the highest possible standard of hygiene, as is expected.
  - vi) OAD LHO would reserve the right to check on cleanliness and upkeep of premises and quality of provisions and quality of the food.

#### **BRANDS OF CONSUMABLES PERMISSIBLE**

Mess Item Brand

- Salt Tata, Annapurna, Nature fresh
  - Spices M.D.H. Masala, Badshah, Kepra, Everest
  - Chicken Venky's Chicken, Godrej Real good, Zorabian, Suguna, Al Kabeer
  - Ketchup Maggi, Kissan, Heinz,
  - Oil (Sunflower) Sundrop, Saffola, Fortune
- use of Hydrogenated (vanaspati) oil is prohibited)
- Pickle Mother's, Pravin, Priya, Bedekar, Nilon's

- Atta Ashirvad, Shakti Bhog, Annapurna
- Instant Noodles Maggi
- Flavoured drinks Roohafza, Mapro
- Papad Lijjat
- Butter Amul, Mother dairy, Verka
- Bread Britannia, Bonn,
- Cornflakes Kellogg's
- Jam Kisan, Mapro, Maggi
- Ghee Amul, Mother Dairy, Britannia, Everyday, Verka
- Shrikhand Amul
- Frozen yogurt Mother dairy
- Cow Milk Amul, Mother Dairy, Verka
- Paneer Amul, Verka
- Tea Brooke bond, Lipton, Tata, Taaza
- Coffee Nescafe, Bru
- Ice Cream Amul, Mother Dairy, Kwality. Verka
- Soya Nutrella
- Frozen Peas Safal (offseason), Al kabeer
- Cheese Amul, Verka, Britannia

**The caterer may use any other FPO approved brands only if permitted by the Mess Committee, in writing.**

## **SECTION - IV**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **GENERAL**

The following special conditions of contract shall be read in conjunction with General conditions of Contract of Section III & General Rules & Directions of Section II. The following clauses shall be considered as an extension and not limitation of the obligations of the Contractor.

#### **LOCATION**

**State Bank of India,  
Administrative Office  
40 SDA, Kusumpati,  
Shimla**

#### **SCOPE OF WORK**

Providing catering services at (Officers Mess) as given below:  
Minimum No. 70 with a provision for  
maximum No. Tentative 80 (plus) or actual turnout at any day. In case of lower turnout than 70, payment for minimum 70 numbers will be made on working days.

#### **CO- ORDINATION**

The contractor will provide the catering service in a planned manner by Co-ordinating their services, with Bank, officials/staff.

In case of any dispute between the contractors engaged on the other work, decisions of Bank, will be final and binding.

#### **PROCUREMENT OF RAW MATERIALS**

The contractor will, at his cost, maintain adequate stocks of food-grain, grocery and other eatables for the satisfactory and efficient running of the canteen and he will replenish stock as and when depleted. The quality of the foodstuffs and eatables shall be as per the standard required by Bank, (reputed brands like Groundnut Oil/Sunflower Oil of Godrej/Postman or Sunflower oil of Fortune/Ginni in 15 kgs. or suitable capacity in sealed tin/packs, fresh chicken (Broiler)/chicken broiler marketed by M/s. Venky's, Godrej, Mafco or other companies of repute, fresh/branded packaged mutton of male goat, Basmati Rice of good quality and bread, jam, sauces, pickles, papad of reputed companies with F.P.O. brand wherever available). A list of brands of materials to be used is also enclosed which shall be adhered to and the same will be subject to daily inspection by any officer authorized by the Bank.

The contractor will bring all food-stuffs and other materials at his cost and Bank, will not be responsible for any loss or damage done, suffered or caused to it while they are stored in the canteen or at any place within Bank's premises or at any other place.

## **QUALITY OF RAW MATERIALS PROCURED**

The food grains/cooking oil and other provisions including vegetables will be subjected to quality checks by Bank, and the decisions of Bank, will be binding on the Contractor who would forthwith replace the rejected materials with better quality ones.

## **CATERING**

The broad menu and the timing for catering services is already given under the **rules pertaining to the daily functioning of the mess**. There will be flexible/staggered timing for lunch. The Bank's authorized officials will inspect the raw material/preparation as also taste the prepared food item by having surprise visit to the canteen. Any substandard material or if food is found to be of poor quality, the same will be replaced/discarded and no payment will be made thereof.

## **DEPLOYMENT OF PERSONNEL**

The Contractor would employ his/her own "cooking and service personnel" in the age range of 18 years and above with sound physique free from any contagious disease. The contractor will be responsible for the salary and other dues payable to the staff employed by him and also for their employment conditions which should be in consonance with all legal obligations as an employer on the subject. Contractor has to deploy sufficient manpower to the satisfaction of Bank, so as to provide the best customer service. Every employee of the contractor shall be provided with Identification cards of the contractor distinct from the Bank's identification cards at the contractor's own cost. A list of workers/employees deployed by him shall be submitted to the Bank.

## **UNIFORM**

The contractor will provide uniform to his personnel, made of terry cotton cloth which should be clean, tidy and in good condition.

## **CLEANLINESS**

Maintenance of high standard of cleanliness in the kitchen, dining hall and rooms would be the sole responsibility of the contractor. The contractor must maintain in a clean state the chairs and other furniture in the canteen and pay particular attention that the servicing tables are cleaned with adequate frequency during servicing hours.

## **LIST OF KITCHEN EQUIPMENT & TOOLS ETC.**

The Contractor shall submit a list of utensils and other equipment he possesses on monthly basis if any shortfall found, the cost to be bear by the contractor and proposes to use at site in support of his service. Cooking gas cylinders will be provided by the contractor at his cost.

## **SITE TO BE CLEAN**

Contractor shall at all times keep the space provided to him free from accumulation of waste material and debris and upon expiry of the contract shall clear away and dispose of all the surplus materials, items/equipment of whatsoever nature and kind as directed by the Bank and shall leave the Campus clean and tidy.

## **MATERIALS AT SITE AND INSPECTION**

Materials required for the services are to be deposited by the Contractor only in places to be indicated by the Bank. The Bank shall have a right at any time to inspect and examine any stores and materials intended to be used in or processed or any other place from where they are being obtained and the Contractor shall give such facilities as required to be given for such inspection and examination.

Any stores and materials brought to site for use on the work shall not be removed off the site without prior written approval of Bank, but on final completion of the work the contractor shall at his own expenses remove from the site all surplus stores and materials originally brought by him.

All the materials required for completion of work shall be arranged by the Contractor.

## **SECURITY REGULATIONS**

The contractor shall follow strictly the security regulations of Bank, at site of work regarding entry of personnel, materials etc. and other regulations that are enforced from time to time at the work site and also in the campus for smooth and efficient operation. The contractor, his agents, representative, workmen etc. and his materials, carts, trucks or any other means of transport etc. will be allowed to enter through and leave from such point of entry/exit at such times, the authorities in-charge of the office, at their sole discretion.

All materials and articles brought by the contractor to the work site shall have to be declared at the Security Gate. Similarly, no materials shall be taken out from the Bank, premises without proper gate pass, which will be issued by an authorized official of Bank, to the Contractor on written request. It is to be noted that loading of contractor's materials in vehicles and trucks shall be done in the presence of Bank, security personnel. The contractor's representative will have to escort the materials till the security check is over.

The contractors, suppliers, workers engaged in work/business will be issued with renewable entry permits to avoid unauthorized entry in the area/site on scrutiny of applications in prescribed form.

The contractor, his agents and representatives are required to be in possession of the individual identity/muster cards or entry passes after due police verification as required. The muster cards or passes are examined by the security staff at the time entry/exit inside the complex and also at any time or number of time within the complex. It will be the responsibility of the Contractor to maintain the list of labours permitted to work inside the premises in a register and the representative of Contractor's labour will have to issue entry pass to each labour after making necessary entry in the registers.

The Contractor, his agents, representatives and workmen shall strictly observe the orders pertaining to fire precautions prevailing within the complex area.

Any breach of the above security regulations and rules in force from time to time will be viewed seriously. No claim whatsoever will be entertained by the Bank, on account of the observation of the security regulation.

**LIABILITY OF DAMAGES:** Bank, shall not be responsible or held liable for any damage to person or property consequent upon the use, misuse or failure of any tools and equipment



used by the contractor, even though the same has been rented or loaned to the contractor. The acceptance and /or use of any such tools and equipment by contractor shall be construed to mean that the contractor accepts all responsibility for and agrees to indemnify from said use, misuse or failure of such tools and equipment.

**LIQUIDATED DAMAGES:** In case the contractor fails to fulfill his obligation 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 a sum of Rs.5000/- per day for the entire number of such days 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.

**ARBITRATION:** Any dispute/differences arising out of the present tender/work shall be resolved by mutually and amicably. In case the dispute cannot be resolved mutually the same shall be referred to an Arbitrator to be appointed by the Bank. The arbitration shall be governed by provisioning of Arbitration and conciliation Act. 1996. The place of Arbitrator shall be at Chandigarh only. The Courts at Chandigarh only shall have jurisdiction in the event of any dispute arising out of the tender.

### **PENALTIES FOR VIOLATION OR RULES, TERMS AND CONDITIONS**

The caterer will be fined in case of violation as under: -

1. Non-availability of complaint register on the counter/discouraging participants from registering complaints would lead to a fine of Rs. 2500.00 per instance.
2. Insects cooked along with food would invite a fine of at least Rs. 10,000.00.
3. Any complaint of soft objects like hair, rope, plastic, cloth etc in food will attract a fine of Rs 2,500.00 per complaint.
4. Any complaint of stones/pebbles of diameter more than 2 mm will attract a penalty on the caterer which can range between Rs 300.00 to Rs 3,000.00 depending on the size of the stone/ pebble.
5. Hard and/or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of at least Rs 5000.00 per incident.
6. Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 3,000.00 on the caterer.
7. If mess committee agrees that certain item of a meal was not cooked properly then a fine of Rs. 3000.00 would be imposed on the caterer.
8. Food poisoning shall invoke a hefty fine beyond the limit of any fine mentioned above, along with cancellation of contract and possible blacklisting of the caterer.
9. If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for lunch, then a fine of Rs. 3,000.00 would be imposed on the caterer. The timing for that meal will be extended equivalent to delay time.
10. Changes in menu (including fruit/juice/milkshake) of any meal without permission of mess committee would result in a fine of Rs. 3,000.00 on the caterer.

11. If the quality of milk is not found up to be appropriate, or it is diluted, a fine of 8,000.00 would be imposed.
12. Inappropriate personal hygiene of workers including their dress and or misbehavior by workers etc. will lead to fine of Rs. 3,500.00 on caterer for every instance.
13. Failure to maintain a proper health checkup of the workers will attract a fine of Rs. 4,000.00 per instance.
14. For any rule stated in the agreement first violation of the rule implies fine as per the rule. Second and subsequent violations of the same rule on a different day within 30 days of previous fine will attract triple the initial amount of fine on the caterer.
15. Absence of proprietor or his representative empowered to take decision from mess committee meetings (which will be held once every month) on due invitation will attract a fine of Rs. 20,000.00 on caterer.
16. As and when mess committee proposes a fine it will inform the representative of the caterer or mess manager and fine will be imposed with consent of the Directors.
17. Using brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess committee with consent with the Directors.
18. Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.

**Termination Clause: -**

1. The Bank reserves right to terminate the awarded contract by giving one month notice without assigning reasons or as per Bank's conviences. In case contractor wish to terminate the awarded contract, has to serve 03 months' notice.

## SECTION - V

### SCHEDULE OF QUANTITIES - INSTRUCTIONS TO TENDERERS

The "Schedule of Quantities" is to be read for the purpose of pricing in conjunction with the Special instructions to the Tenderer, General condition of Contract, the specifications and the schedule of materials to be supplied by Bank.

The prices inserted in the schedule of quantities shall be in all-inclusive value of the services described including all costs and expenses which may be required in and for the services described together with all general risks, liabilities, payment of minimum wages to staff/labour, and obligations set forth or implied in the documents on which the tender is to be based. All taxes are to be borne by the contractor and no separate claim will be entertained extra/separately by the Bank. However, G.S.T. will be reimbursed/paid by the Bank.

The Tenderer shall fill in his rates in the Schedule of Quantities.

Bank may at its discretion order for deletion of any of the items. No claim on account of deletion of this item shall be entertained.

Alternative item, optional item, if any, provided in the schedule of quantities of tender are for obtaining the unit price only. The operation of such items shall be solely at the discretion of Bank.

For such optional alternative items, Bank, may at its discretion order to provide the services at the market price as could be reasonably worked out or at the quoted price whichever is less. No claim on this account shall be entertained at any stage. The option of operation of these optional/alternative items will be solely at the discretion of Bank. No claim on any account whatsoever will be entertained at any stage.

The Tenderer is required to quote the rates against each item in the column as given in the schedule.

1. The Bank will provide the contractor for catering service suitable premises, electricity, water, catering equipment's and utensils only for serving the food in the premises. Cooking gas cylinders will be provided by the contractor at his cost. The contractor/vendor will not use any kind of electrical appliance for cooking/ heating purpose, and if found using, contractor will be fined Rs. 5000/- per instances.
2. Guest charges to be paid by the guests directly to vendor (as mutually agreed & Bank's decision shall be final).

## SCHEDULE OF QUANTITIES

1. Lunch (Timings – 01:00 PM to 03:00 PM)

### (CONFIDENTIAL) PRICE BID FORM

Sr No	<u>MENU FOR THE OFFICERS MESS LUNCH</u>	Offer Rate (Per Plate)
1.	<p><b><u>Lunch menu for SBI Officers Mess: -</u></b></p> <p><b><u>Per Day:</u></b> - Chapaties, 1 Dry Vegetable,1 Vegetable with gravy, Dal/Rajma/Curry/Chhole, Rice, Curd, Salad, Papad, Pickle.</p> <p><b><u>Once a week:</u></b> Missi roti in addition to the above.</p> <p><b><u>Once a week:</u></b> - Paneer/ Malai-Kofta/ Mushroom mutter for vegetarians and 1 non-veg. dish i.e. chicken or mutton for non-vegetarians.</p> <p><b><u>Once a week:</u></b> South Indian dish or Puri Chhole,</p> <p><b><u>Sweet dish:</u></b> Ras-Malai / Gajar-Halwa/ Kheer/Ice-cream /Gulab Jamun/Uncut fruit (one piece)/fresh cut fruit. (Anyone)</p> <p><b><u>Additional:</u></b> Saunf, Misri, Toothpick, Paper-napkin etc.</p>	Rs. ----- + <b>**GST</b>
2.	<p><b><u>Snacks for Meetings/Conference/Seminar etc.</u></b></p> <p>1. Samosa/ Kachori/ Dhokla/Sand-witch/ Wafers/ Cake Slice, Biscuits, Tea/Coffee.</p> <p>2. Fruit Juice (Real/Tropicana)</p>	Rs. ....+ <b>**GST</b>

**\*\* (G.S.T. to be paid/ reimbursed by the Bank),**

I/We have understood various clauses of General conditions, Special conditions and other conditions of the contract as given in the tender document & agree and will be bound by this.

**Signature & seal of the tenderers**