

## THE LOACAL IMPLEMENTATION COMMITTEE STATE BANK OF INDIA THIRUVANANTHAPURAM CIRCLE

#### INVITES TENDERS FROM EXPERIENCED CONTRACTORS

#### IN THE FIELD OF CATERING SATISFYING ELIGIBILITY CRITERIA

#### IN TWO BID SYSTEM FOR

## COMPREHENSIVE ANNUAL CONTRACT FOR CATERING SERVICES AT STAFF CANTEEN, STATE BANK OF INDIA LOCAL HEAD OFFICE AT POOJAPURA THIRUVANANTHAPURAM.

Availability of tender documents on SBI Web Site: 03/12/2022

Date of Pre-bid meeting: 16/12/2022

(If a bidder does not participate or submit any query, then no subsequent representations regarding the Technical/ commercial specifications/ conditions shall be entertained)

Last date for Technical Bid Submission: 26/12/2022 till 2 P.M.

Opening of Technical Bids: 27/12/2022 at 2 P.M. Tentative date of opening Price Bid: 05/01/2023

#### TENDER ID FOR PRICE BID: NIT No: THI/LHO/2022-23/01

The President, Local Implementation Committee, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram-695012

Name of The Tenderer:	
Address:	
GSTIN:	

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# NOTICE INVITING TENDER CATERING FOR STAFF CANTEEN, STATE BANK OF INDIA, LHO THIRUVANANTHAPURAM

The State Bank of India a body corporate constituted under the State Bank of India Act. 1955 and having its corporate center at State Bank Bhavan Madame Cama Road, Nariman Point, Mumbai – 400021 through its Local Implementation Committee (LIC), LHO Thiruvananthapuram (hereafter referred as 'the Bank') invites tenders from experienced contractors meeting all criteria mentioned herewith in this document for providing catering service at its Staff Canteen at Local Head Office Premises at Poojappura, Thiruvananthapuram. The relevant formats, eligibility criteria, terms and conditions are given below in this tender document. The Bank reserves all rights to accept or reject any/all offer/tenders at any stage without assigning any reason whatsoever.

- 2. The tender should be submitted in the prescribed format given in Annexure 1 (Technical Bid) and Annexure 2 (Price Bid). The Technical Bid (Annexure 1) and Price Bid (Annexure 2) should be put in two separate sealed covers appropriately super scribing either as 'Technical Bid' or 'Price Bid' as the case may be and the said two covers should be put in another sealed cover super scribed as "Tender Documents for Catering, Staff Canteen, SBI, LHO Thiruvananthapuram" and to be submitted on or before 2.00 pm of 26<sup>th</sup> December 2022. Tender submitted in deviation to the above said standard format will be rejected. The technical Bid should contain the following documents:
  - a) Self-attested copies of Aadhar, PAN and ITR for the last three years.
  - b) Self-attested copy of GST registration, Shop & Establishment Registration and FSSAI.
  - c) Date of establishment should be at least 5 years as on 31.10.2022. Self-attested copy of the proof to be enclosed.
  - d) Self-attested copy of Employees Provident Fund Registration, Employees State Insurance Corporation Registration, Professional Tax Registration and Contract Labour Registration (Regulation and Abolition Act) is mandatory.
  - e) Name of the applicants Bankers with complete address.
  - f) Self-attested copy of Power of Attorney/authorization with the seal of the applicants company/firm in the name of the person signing the tender documents.

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- g) In case of caterers running only canteen service, Experience certificate or other sufficient proof of experience of minimum 3 years from any government institution or any other public sector undertaking is to be produced.
- h) The firm/company/agency should have an administrative office/ branch in Thiruvananthapuram. The proof of the same has to be self-attested and enclosed.
- i) Self-attested copy of certificates of registration with local Govt / Corportaion/ Municipal authorities etc. (if any)
- j) EMD amount of Rs. 1,00,000/- as DD in favour of State Bank of India payable at Thiruvananthapuram to be submitted along with the application. (Successful bidder has to submit a security deposit of Rs. 1,50,000/- as DD in favour of State Bank of India payable at Thiruvananthapuram.)
- k) The contractor is required have a hygienic kitchen/ cooking facility in a nearby area within a radius of 5 km to the LHO premises to meet an exigency.
- I) Any other technical information the applicant wishes to furnish.

The tender committee will scrutinize the tender documents and visit the places for inspection before opening the price bid. The technical evaluation will be also based on the scoring pattern given in the Technical Bid Evaluation Matrix given below:

SI. No.	Parameter	Max. marks	Criteria	Marks	Marks Scored
_	Age		Upto 50	5	
1	(Applicable to individuals/ proprietorship*)	5	Above 50	0	
	Academic Qualification		Any course in catering	10	
2	(Applicable to individuals/	10	Degree	5	
	proprietorship*)		10 <sup>th</sup> or 12 <sup>th</sup> passed	3	
			Company	10	
3	Constitution	10	Any group incl. partnership	8	
			Individual/ Proprietorship	5	
4			Above 750	10	
4	CIBIL Score*	10	650 to 749	5	
_	Experience		Above 5 years	10	
5	(proof to be submitted)	10	3 - 5 years	5	
6	Annual Turnover for the	10	Above 100 Lacs	10	
6	previous FY	10	Below 100 Lacs	5	
7	Any hotel/ restaurant	20	Yes	20	

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	business run by the applicant		No	0	
0	Distance of centralized	10	Up to 5 KMs	10	
8	kitchen/hotel/restaurant address from LHO	10	5 KM – 15 KM	5	
	Availability of owned/	45	Owned	15	
9	leased centralized kitchen facility	15	Leased	10	
	Total marks	100			

<sup>\*</sup> For others, normalized score of 3 will be given

#### Minimum marks required for qualifying in technical bid - 50 marks

- 3. This Tender document and all formats mentioned herein can be downloaded from <a href="https://www.sbi.co.in">www.sbi.co.in</a> under 'SBI in the News>> procurement news' and print out of the same can be used for submission of the tender.
- 4. Tenderers should make an Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One Lakh Only) at the time of submission of the tender. No interest shall be payable by the Bank on the EMD. EMD of the unsuccessful bidder will be refunded without any interest after completion of the tendering process. Tenders not accompanied with EMD will be rejected summarily. EMD is to be submitted by way of Demand Draft in favour of State Bank of India payable at Thiruvananthapuram and should be enclosed along with the Technical bid. Cheques will not be accepted towards EMD. EMD of the L1 bidder will be retained and adjusted towards the Security Deposit which is required to be furnished by such bidder. The Bank reserves the right to forfeit the EMD given by the successful bidders in case of failure to make the required security deposit and / or execute agreement with the Bank and / or the tenderer fails or withdraws from undertaking the Catering Service work awarded by the Bank within such time as the Bank may stipulate and / or quotes very low unreasonable rate which cannot be justified as and when the Bank calls for a rate breakup.
- 5. All pages including this tender invitation and the pages containing the terms & conditions, Annexure 1 and Annexure 2 given hereinafter should be signed by the tenderer or the authorized person and submitted along with the Technical bid.
- 6. The tender shall be submitted in English and should be legible, transparent and unambiguous. There shall not be any ambiguous overwriting, corrections, insertions etc., in the tender and other documents submitted. Incomplete tenders, conditional tenders, tenders received late, tenders not conforming to the terms and conditions prescribed in the tender

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documents or not accompanied with the enclosures as stated herein shall be summarily rejected without informing the tenderers.

- 7. The amount should be quoted in Indian Rupees. <u>Special care should be taken to write</u> the rates in figures as well as in words.
- 8. The contract is valid for 1 year but the rates quoted should be valid for 2 (Two) years as the contract may be renewed for a further period of 12 months at the option of the Bank under the same terms and conditions as stated in this document. The award of contract shall be subject to satisfactory review in every six months. The quality of the service is the essence of the contract and as such any deterioration or fall in the quality in the opinion of the bank shall lead to termination of contract by the Bank at any time.
- 9. The bidder should sign all pages of the tender documents as a token of acceptance of the terms and condition therein. Companies/ partnership firms and proprietary institutions are eligible to submit the bid. The Managing Director, Managing Partner or the Proprietor respectively of the above entities should sign the tender/ other documents on their/ its behalf with seal pursuant to required resolutions, if applicable. In case any other person signs the tender documents, the relevant authority document empowering him to sign the tender documents shall also be enclosed.
- 10. Submission of more than one tender by the same bidder is not allowed.
- 11. The tender can be submitted either by post or courier or directly to the address given below. The Bank will not be responsible for any loss or delay in transit.
- 12. The bidder or one authorized representative will be allowed to be present at the time of opening of the tender.
- 13. The L1 (Lowest) quotation will be identified from the technically qualified applicants based on the rate mentioned in PRICE BID (Annexure 2). The rate per person per day should be quoted considering all aspects including that biriyani as per Schedule I has to be mandatorily served on last working day of the week. It shall be presumed that the tenderer/Contractors quoting in the price bid are invariably agreeing to the Bank fixed rate for Breakfast, Dinner, Snack and Special Items specified in Price Bid (Annexure 2) of this tender document. In case there is multiple L1 bidders, the selection of successful contractor will be based on the scoring in the technical evaluation, experience and feedback obtained by the bank in respect of such

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bidders and decision of the tender opening committee will be binding on all parties.

14. The L1 Bidder is bound by the terms and conditions of the tender document and will have

to enter into an agreement in the format prescribed by the Bank within the time stipulated by

the Bank, failing to which the EMD amount will be forfeited.

15. The Technical Bid will be opened at 2.00 PM on 27th December, 2022 at Local Head Office,

Poojappura, Thiruvananthapuram. The Price bids of tenderers who are technically qualified

will only be opened. The date and time of opening of such Price Bids will be intimated to the

qualified tenderers.

16. The bank reserves the right to modify or extend or amend the requirements even after

award of the contract, if so warranted on mutually agreed terms.

17. The tendering process can be modified/ postponed /cancelled at the sole discretion of the

Bank, without assigning any reason. The Bank also reserves the right to reject any or every

tender or all tenders without assigning any reason whatsoever at any stage.

18. Interested parties having good repute and required experience may forward their tenders

as specified in Para 2 to the following address:

The President,
Local Implementation Committee,
State Bank of India,
Local Head Office,

Poojappura, Thiruvananthapuram- 695012

For further details/ clarifications, please contact the President / Secretary, Local

Implementation Committee, Local Head Office, Poojappura. Telephone number 0471-

2192187 / 8072642337 / 9446868676. Email: agmoad.lhotri@sbi.co.in.

Thiruvananthapuram 02.12.2022

Assistant General Manager (OAD) President,

Local Implementation Committee.

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#### **TERMS AND CONDITIONS**

#### A. General Terms and conditions

- 1. Prepare fresh and wholesome Breakfast/meals/snacks/beverages and such other food as per the prescribed menu in neat, healthy and hygienic environment in the designated kitchen area of the Bank and to bring and serve, to staff at LHO Thiruvananthapuram and also for guests / staff / such other persons as the Bank may require. The food and beverages are to be served fresh and hot. In case of an exigency, the contractor is required to have his/ its own hygienic kitchen/ cooking facility within a radius of 5 km to the LHO premises.
- 2. The food menu prescribed by the Bank is given in **Schedule I** hereto which is to be strictly adhered to.
- 3. The Bank will provide the premises covering kitchen, pantry, dining hall, utensils for cooking, storing and serving of food. The Bank will also provide the following:
  - a) Tables, chairs and other furniture in the dining hall.
  - b) Tables and racks in the kitchen for the use of the kitchen staff and utility staff and suitable sideboards in the service area for use of service personnel.
  - c) The Bank will also provide electricity connection and adequate water supply in the kitchen, store and dining area free of charge. However, the contractor shall not be entitled to use electricity for cooking purposes or any other unauthorized purposes. Any breach of this condition shall entitle the Bank to terminate the contract and loss/ electricity charges incurred by the Bank owing to such unauthorized use shall be recovered from the contractor by deducting the security deposit or adjusting against pending bills. The Contractor shall keep the usage of water and electricity to a reasonable level. The Bank is free to install an electric meter / water meter to monitor the consumption of electricity / water by contractor.
  - d) The Bank will provide the connection for cooking gas, but the arrangements for the cooking gas supply and all the expenses thereof have to be met by the contractor (including maintenance, repairing of burners etc).
- 4. a) The contractor will have to provide table cloths, table mats, paper napkins for the dining room as well as crockery, cutlery, and other kitchenware and the same shall be of first class quality, to the satisfaction of the Bank.
- b) The Contractor will be provided a refrigerator with cold storage unit for preservation of food by Bank
- c) A menu board should be kept in the dining hall by the Contractor at their own expense and the menu for the day should be displayed on it every day.

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- d) The contractor shall incur all expenses, whatsoever in connection with the preparation of the food, its supply and cleaning of staff canteen and cooking area including the staff wash area and kitchen premises.
- e) Cleaning materials (floor cleaner, dishwasher, disinfectant etc) should be of high quality and should be bought by the contractor after verification of samples by the authorized officials of Local Implementation Committee.
- 5. The Contractor shall be responsible for the safe custody and proper care of furniture, crockery and all other articles supplied to him and it shall be returned to the Bank in good condition in which they were taken (natural wear and tear exempted) on conclusion or termination of the contract period. The cost of the damage caused to any furniture or other utensils will be deducted from the security deposit or adjusted against the pending bills. The contractor, will also render, as and when required by the Bank, an account of Kitchen equipment's, utensils, cutlery, crockery, furniture, fittings, etc. given to him by the Bank and any officer authorized by the Bank will have the right to inspect and check such kitchen equipment, utensils, cutlery, crockery, furniture, fittings, any other materials, belonging to the Bank at any time. The Contractor will not take outside any item/articles supplied to him by the Bank.
- 6. The Contractor shall be paid amounts at the rate agreed for actual number of meals consumed. However if the actual consumption is less than 75 meals, the contractor shall be paid the cost of minimum number of 75 (Seventy Five) meals for each day on which the canteen is functioning and meals are served as mentioned in the Contract.
- 7. The billing in respect of the catering service must be done by the Contractor as per the rates agreed, once in a fortnight and payments will normally be effected by the Bank within two working days.
- 8. No guests other than those invited by the Bank or the employee working in the Local Head Office of the Bank are to be served any food in the mess/dining hall. And similarly no food/meals/refreshments, if any prepared in the LHO Canteen should be taken out for catering to the outsiders/outside parties nor shall the contractor permit access to any unauthorized person to the canteen premises.

#### B. Period of contract.

The contract is valid for 1 year from the date of execution of the contract, but the rates quoted should be valid for 2 (Two) years as the contract may be renewed for a further period of 12 months at the option of the Bank under the same terms and conditions as stated in this document/agreement. A definitive Agreement/contract in the format prescribed by the Bank will have to be entered into by the Contractor. The price/rates quoted/mentioned herein, agreed and accepted by the contractor shall be binding on the contractor and the contractor shall not have any right to claim any variation during the period of contract. The rates quoted shall be deemed to include and cover all costs, expenses, taxes (except GST) and liabilities of every description and all risks of every kind of action to be taken in performing the contract. However the Bank will pay the GST if any applicable. The Contractor shall be deemed to have known the nature, scope and extent of services to be rendered and materials to be procured, though the contract documents may not fully spell out all the details.

#### C. Security Deposit

- 1. The Contractor has to deposit a sum of Rs.1,50,000/- (Rupees One lakh fifty thousand only) with the Bank as security deposit by way of Demand Draft in favour of State Bank of India payable at Thiruvananthapuram for the fulfillment of the terms and conditions of the contract till the expiry of its term. This deposit would not carry any interest. The deposit amount unless forfeited will be refunded on expiry/termination of the contract after deducting the amount against any loss caused due to the negligence/violation of the terms and conditions by the contractor. If security deposit gets reduced due to any recovery by the Bank, the same has to be made good by the contractor.
- 2. The Bank will have the right to forfeit the security deposit in full or part in case of the failure of the Contractor to adhere to any of the terms and conditions in the contract or any violation thereof.

#### D. Ensuring quality of food

1. The Contractor shall ensure that optimum standard of cleanliness and hygiene is maintained while preparing the food. The cooking and serving of the food shall be strictly under the direct supervision and control of the Contractor or the duly authorized representative of the Contractor. The food supplied by the contractor shall be good, wholesome, tasty and of best

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quality to the satisfaction of the Bank. Before using the raw materials and ingredients for cooking, the Contractor shall ensure their quality and Wholesomeness. Only such good quality edible oil as permitted by the Bank shall be used for cooking. Oil once used should not be reused. No artificial taste maker shall be used in preparation of the food.

- 2. The President / Secretary, Local Implementation Committee (LIC), SBI LHO Thiruvananthapuram and other officials connected with the LIC / Welfare Committee or any other experts in the relevant sector duly authorized by the bank shall have the right to inspect at any time the premises where the food is being cooked as also the place where the food and beverages are being supplied, or to conduct test of the food and beverages by taking meals and beverages with the staff and shall also carry test/surprise checks, of the raw materials, ingredients used, cooking arrangements and finished eatables and will have the absolute right to take samples for further tests or to have cooked or raw items destroyed at the cost of the contractor, in his / their sole discretion, if they do not meet the standard of hygiene, quality & wholesomeness. No extra charges shall be payable to the contractor if the food is consumed by the officials of the Bank, if the same is for testing purposes.
- 3. The Contractor shall also ensure the cleanliness and hygiene of the employees engaged by him including the chef and serving staff. There shall not be any compromise on hygiene and standard of cleanliness in preparation and serving of food.
- 4. The Contractor shall ensure that food items prepared are served / supplied immediately and under no circumstances prepared food shall be kept for more than Two Hours. The food shall be served as per the timings fixed by the Local Implementation Committee.
- 5. In the event of insufficiency in the supply of food / non-serving of food as agreed/ substandard or unhealthy food being served, the Bank will be within its rights to make suitable deductions from the Contractor's bills, which will be binding on the Contractor. In addition to the above, the Bank at its discretion shall be entitled to terminate the contract for the lapses such as supply of sub-standard food or use of sub-standard raw-materials by the Contractor or because of the failure of the Contractor to maintain the quality required in the service or the failure of the contractor to adhere the terms and conditions as herein.

this regard may be lead to appropriate action against the contractor including deduction in payment of the bills, forfeiture of security deposit and termination of contract

7. The canteen and its functioning including the quality of food, hygiene, cleanliness etc. are also subject to inspection by local authorities or any other govt agencies. Any deficiency or shortfall observed in such inspection will attract appropriate action by the bank against the contractor.

#### E. Maintaining cleanliness / Hygiene, etc.

- 1. The Contractor will arrange at his cost for proper disposal of kitchen waste and ensure that no unhygienic conditions are caused by waste disposal. The Contractor shall keep the entire waste water/drainage/disposal system in good order and functional by clearing solid waste materials, etc. at regular intervals. Any blockage in the drainage system shall be cleared promptly at the cost and responsibility of the Contractor.
- 2. Maintenance of high standard of cleanliness in the kitchen, dining hall, etc., would be the sole responsibility of the Contractor. The Contractor must also maintain in a clean state the chairs and other furniture in the dining hall and pay particular attention that the servicing tables are cleaned with adequate frequency during servicing hours. The kitchen, dining hall, etc., are also to be cleaned every day after service hours.
- 3. No living rooms / quarters will be provided by the Bank for the Contractors or his employees. However any portion of the Bank's premises, if used by the Contractor or his employees, must always be kept clean and hygienic.

#### F. Payment of taxes, etc.

The Contractor shall bear all taxes, rates, charges, levies, GST or claims, whatsoever, as may be imposed by the State/Central Govt. or any local body or authority. The Contractor shall as and when required by the Bank furnish such proof of payment, or compliance of the obligations including registration certificate, clearance certificate etc. The rates to be quoted in the price bid should be inclusive of all such taxes.

#### G. Deployment of staff by contractor and maintenance of discipline by employees

1. The contractor shall employ at his own cost and expenses sufficient and competent staff as may be required for the fulfillment of the Contractor's obligations under the agreement and

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shall give his / her professional expert guidance and supervision to the work. Apart from supervision of the work on daily basis the Contractor or his authorized representative will visit the Bank's office once in a week and contact the designated person/s of the Bank.

- 2. If in the opinion of the Bank any staff or supervisor of the Contractor is found unacceptable on account of their behavior, service, and health condition or for any other reasons the contractor shall be liable to change the staff / supervisor forthwith. The contractor shall be responsible for the discipline of his personnel and Bank's Orders/directives shall be binding on the contractor.
- 3. The rules and regulations of the Bank regarding security / conduct inside the Bank premises will be distinctly observed by the Contractor as well as the employees of the contractor and the contractor will be solely responsible for the observation of these rules and regulations by his employees. The contractor shall also ensure that his employees do not make use of the premises provided by the Bank for any illegal, immoral or unlawful purpose.

#### H. No employer - employee relationship

- 1. The personnel employed by the contractor shall be in the employment of the contractor only and not of the State Bank of India 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 occurred due to the acts or omissions of any of his employees.
- 2. There shall be no employer employee relationship between the Bank and the contractor or the personnel employed by the Contractor. The contractor shall be solely responsible for the payment of minimum wages and other benefits of his employees and the Bank shall in no way be responsible for the same. The 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 Acts, Rules and Regulations whether Central or the State that shall be applicable to such employees from time to time or any other notifications/ orders issued by the Government in this regard.
- 3. In the event of any injury to the contractor's employee(s) arising out of and/or in the course of employment, the liability to pay compensation etc., in terms of any relevant legislation shall be exclusively on the contractor. The contractor also hereby declares and undertakes that he shall at all times keep the Bank effectually indemnified against any liabilities or compensation

or damages which the Bank may be required to pay to any of his employees in terms of any order or direction of any court or other competent authority.

4. The Bank shall not be liable or responsible for claims or demands of the employees of the Contractor and the Contractor shall indemnify and keep the Bank indemnified against any loss, claims/demands made by the employees of the Contractor against the Bank.

#### I. No tenancy / lease etc., created

- 1. The premises made available to the contractor for providing the services as stated above will not create or deemed to create any right to the contractor in the premises 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.
- 2. The contractor agrees that he will immediately vacate the premises along with his employees on expiry of the contract term or termination of the contract as mentioned hereafter, or when so demanded by the Bank.

#### J. Liability of contractor to compensate / pay damages

- 1. The 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 provided by the Bank to the Contractor in furtherance of the contract. 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.
- 2. All permanent installations and furniture such as electrical fittings, plumbing, water taps are provided by the Bank and all normal repairs and replacements will be undertaken by the Bank. However if the damage is caused to such installations / fittings etc., due to any act attributable to the contractor / employees of the contractor then the contractor shall be liable. Any such damage caused shall be made good by the contractor immediately to the Bank without any loss of time, failing which the cost of equipment, properties etc. will be recovered from his bills or from other means as deemed fit by the Bank, including recovery from the security deposit. On such recovery, if security deposit gets reduced, the same has to be replenished immediately by the contractor and if the security deposit is not sufficient for the recovery, the contractor undertakes to make the required payment.

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- 3. If the Bank suffers any loss on account of non-performance of any of the agreed terms of this Agreement then the contractor shall be liable to make good the loss and any claim made by the Bank regarding the loss caused shall be final and binding on the contractor. Failure of equipment etc. or non-availability / non co-operation by the employees will not be an excuse for not providing service and in such cases the contractor shall be bound to make alternate arrangements at his own cost, on failure to do so, the cost incurred by the Bank will be recovered from any pending bills or security deposit.
- 4. In the event of sudden failure, neglect, dislocation or stoppage of the services by the contractor, the Bank may at its sole discretion get the work done / service provided by some other agency or person at the risk and cost of the contractor without prejudice to its rights to enforce performance in respect of the rest of the work from the contractor. The contractor shall in such event, pay to the Bank the additional cost incurred for having such work done from some other agency / person. In case of nonpayment, the amount will be deducted from the bills or contractor or from the security deposit.
- 5. If for any reason, the contractor abandons services without prior consent of the Bank, the Bank will be at liberty to break open the lock, if any and make inventory of the articles. Such an inventory shall be final and binding on the contractor for all purposes. The cost of any articles, if found lost will have to be paid by the contractor or else will be deducted from the bill or the security deposit.

#### K. Penalty for non-compliance

- 1. Without prejudice to the right of the Bank to terminate the contract or claim damages as may be available to the Bank, the Bank shall also be entitled to impose penalty on the contractor on occurrence of the following events:
- a) In the event of non-fulfillment of any of the terms of contract regarding supply of food or delay in supply, short supply of food/meal, use of inferior type of ingredients, stuff, raw materials used for making food, the Bank may impose penalty up to Rs.5000/- (Rupees Five Thousand only) for each such default, depending upon its nature.
- b) In the event of lack of cleanliness and hygienic conditions in the Kitchen or dining hall, a penalty up to Rs.5000/- (Rupees Five Thousand only) per day may be imposed on the contractor till remedial action is taken.

- c) If the Bank finds that the contractor or his employees are misusing the facilities or premises provided by the Bank for any other purpose not covered under the contract, the Bank will be free to levy penalty up to Rs.5000/- (Rupees Five Thousand only) during each day of misuse. d) For any other default in complying with the terms and conditions of the contract a penalty up to Rs.5000/- per default.
- 2. The penalty shall be imposed for each day on which the default occurs or is continued. The decision of the Bank regarding the imposition of penalty will be final and binding.

#### L. Recovery / Withholding of amounts

1. The damages / penalty / any other amounts payable by the contractor shall be realized by deducting the amount from pending bills or otherwise deducting from the security deposit or other amounts of the contractor available with the Bank. The Bank shall also have the right to withhold reasonable sums from the amounts payable to the Contractor under this contract and from the security deposit if the Contractor commits breach of any of the terms & conditions of the contract or fails to produce sufficient proof to the satisfaction of the Bank as to payment of all statutory and other dues or compliance with any other obligations under any Act, Law, Legislation, Regulation, Rules, etc. relevant in the matter. The contractor shall be bound by the decision of the Bank in this regard.

#### M. Termination of contract

- 1. Apart from the reasons stated elsewhere herein, the Bank shall have the right to terminate the contract even without any notice and without having any liability to pay any compensation to the contractor, in the following circumstances:
- a) The Contractor assigns or sub-contracts this contract without written consent of the Bank.
- b) In case the performance of the Contractor is found to be unsatisfactory/ and/or the food supplied is found to be substandard/ unhealthy and the contractor does not improve the service/standard of food, in spite of demand made by the Bank. In such cases, the Local Implementation Committee through its authorized officials shall be the sole authority to decide and judge the quality of service rendered by the contractor / standard of food supplied, whose decision shall be final and binding on the contractor.
- c) If it is found that the contractor is providing the service violating the provisions of any law which he is required to comply in providing the service.
- d) If at any stage during the period of the contract any case involving moral turpitude is instituted in court against the contractor or its personnel. If any of the

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representations/submissions made by the contractor based on which the contract is awarded is found to be false / untrue.

- 2. Without prejudice to the above, rights to terminate the contract without notice as stated above / and /or elsewhere herein, the Bank may also in case of non-compliance / nonperformance of any of the terms and conditions of the contract, issue a notice of 7 days requiring the contractor to comply with the conditions and in case the contractor does not rectify the deficiency / take steps for compliance then the Bank shall be entitled to treat the contract as terminated without any further notice. If the Bank exercises its right to terminate the contract for nonperformance / noncompliance of any of the terms of the contract then the entire security deposit furnished by the contractor or part thereof as may be decided by the Bank in its sole discretion shall stand forfeited.
- 3. At any time during the currency of the contract, the Bank will have the right to terminate the contract by giving a notice of 30 days even without assigning any reason.
- 4. On the expiry of the period of contract or its earlier termination by the Bank, the Contractor shall remove his properties / personnel/employees from the premises of the Bank and hand over to the Bank all the articles/properties entrusted/provided by the Bank to him in good order. On termination of contract by the Bank for any reason whatsoever, the Bank shall be entitled to engage the services of any other person, agency or contractor to meet its requirement without prejudice to its rights including claim for damages or other amounts due from the contractor.

#### N. Compliance with Laws / rules / regulations, etc.

- 1. The Contractor will ensure strict compliance with the provisions of the Prevention of Food Adulteration Act (PFA) and other relevant statues / Rules/orders etc., in the matter of ingredients/materials used in the preparation of food and beverages and regarding the food and beverages themselves. If any action is initiated by any authority under the PFA Act against the Contractor, their employees, the Bank will have the option to terminate the contract with immediate effect without any notice and without in any way being liable for any loss/damage, cost or expense which the contractor may suffer as a consequence thereof. The Contractor also agrees to indemnify the Bank and its officials against any or all loss caused consequent to any action under the PFA Act or Rules.
- 2. The Contractor shall abide by all rules/regulations/laws applicable for providing the services

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under this contract, for the engagement of personnel for his work and protect the Bank from any claims/demands/orders whatsoever made by any court / authority / department of Government, etc. in respect of such engagement. It shall be the sole responsibility of the Contractor to ensure payment of all statutory dues and payments including the minimum wages payable to the employees engaged by him and in no event the Bank shall incur any liability/ obligation in compliance of the various statutory requirements.

- 3. The Contractor shall comply with the provision thereof in as far as the catering and maintenance services are concerned and the Contractor shall be solely responsible for the breach of any act or regulation relating thereto and he shall indemnify the Bank for any loss or damage the Bank may suffer due to the default of the Contractor.
- 4. The Contractor shall obtain necessary license(s), permit(s), consent(s), sanction(s), etc. as may be required or called for from/by local or any other authorities for doing the above services. The Contractor shall comply with all applicable laws, rules and regulations in force. Further, the Contractor shall obtain such permission/license(s) as may be required under the relevant labour laws or under any other Laws in force relating to his services. The Contractor shall as and when required produce the license/permission, etc. so obtained or furnish copies thereof. The contractor shall also keep and get renewed such license, permission etc. from time to time till the conclusion of the contract. The Contractor shall be responsible for any contravention of the Local, Municipal, Labour, other Laws, Rules, Regulations, etc.
- 5. All Rules & Regulations/Instructions regarding hygiene, health etc. issued by the Government, State, Municipal Corporations, any other authorities from time to time shall be strictly adhered to by the Contractor. The contractor also undertakes to indemnify the Bank against any loss or damage on these scores.

## SCHEDULE I MENU FOR STAFF CANTEEN SBI LHO THIRUVANANTHAPURAM

	BREAKFAST MENU (Timing : 9 am to 10 am)	
OL N	,	No of days to be
SI. No.	Particulars of items	served in a week
1	Appam, Idily, Poori, Dosa, Idiyapam, Parotta, Chapathi	Any 1 of the item daily
2	Kadala Curry, Pottato Curry, Egg Curry, Tomato Curry, Veg Kuruma, Veg Stew	Any 1 of the item daily
3	Parripu Vada, Uzhunu Vada	Any 1 of the item daily
4	Rasa Vada & Thayir Vada	Any 1 of the item daily
5	Tea/Coffee/Black Tea	Daily
6	Boiled Egg	Daily
Note: S	Sambar and chutney to be served with Idly and Dose mandatorily	
	LUNCH MENU (Timing : 1.00 pm to 2.30 pm)	
	Vegetarian Meals	
	Chappathi and Curry	
	Unlimited Boiled Rice (both White and Chamba)	
	Sambar or Parippu Curry Rasam & Moru/Puliseri	On all Wardings days
l +		On all Working days
I	Aviyal or Theeyal (alternatively)  Kitchadi or Pachadi (alternatively)	(except last working day of the week)
_	Any 1 Thoran (but should not be repeated in a week)	Of the week)
I	Pickle,Pappad Veg Salad,Curd	
I	Any 1 sweet item (like payasm, ladoo, jilebi etc)	
	Biriyani	
	Veg Biriyani	
	Non-Veg Biriyani (Chicken - 2 Standard pieces, Egg -1)	Last working day of the
	Salad, Pappad, Pickle	week
I	Fruit Salad with a scoop of ice cream	Wook
I	Note: Chappathi with egg curry to be made optional for non biriyani eaters	
	Special Item	
4	Chicken Fry / 65 / Thoran /Peratu /Kondatam /Curry/ Roast, Beef Fry/ Curry/ Chilly	Amud of the items doile
	/ Peratu	Any 1 of the item daily
2	Kappa with choora curry, Fish Curry/fry (Choora, Mathi, Ayala, Kozhiyala,	Any 1 of the item daily
	Netholi),	,
	Double Omlette, Boiled Egg, Egg Roast	Twice a week
4	Cut Fruits	Daily
	SNACKS MENU (Timing : 11 am & 3.30 pm)	
	Parripu Vada, Uzhunu Vada, Pazhampori, Ulli Vada, Mothakam, Bonda, Baji,	Any 1 of the item daily
	Samoosa, Kaara vada, ari kozhuketa, gothambu kozhuketa	Any 1 of the item daily
	Rasa Vada & Thayir Vada Tea/Coffee/Black Tea	Any 1 of the item daily  Daily
	Fresh Lime Juice	Daily
	Snacks/beverages to be served at floors	Daily
	DINNER MENU (Timing : 7 pm to 8 pm)	
1	Appam, Idily, Poori, Dosa, Idiyapam, Parotta, Chapathi	Any 1 of the item daily
	Kadala Curry, Pottato Curry, Egg Curry, Tomato Curry, Veg Kuruma, Veg Stew	Any 1 of the item daily
	Dinner to be provided only on pre order basis	, ,

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#### SPECIAL INSTRUCTIONS IN RESPECT OF MENU

- 1. Some staff members will prefer to have certain items like Fish / Omlette, chicken etc., along with the meals. The same should be provided in sufficient quantity after obtaining payment from the staff directly as per the Bank approved rate.
- 2. Oils used for cooking must be of good quality, viz. Coconut oil (KERA/KPL), Sunflower Oil (SAFOLA/SUNDROP), Rice Bran oil.
- 3. Cumin seeds (Perinjeerakam) must be provided for chewing after food and it must be of fresh and good quality.
- 4. Boiled Jeeraka water / Daha Mukthi must be provided with meals.
- 5. The milk and tea power/coffee powder used for service tea/coffee should be of reputed brands of very good quality.
- 6. Biriyani should be cooked by using good quality basmathi rice and pure ghee. Usage of dalda/vanaspathi is forbidden.
- 7. Rasam/Mooru containers, salt & pepper containers should be made available in all tables and is to be refilled at regular intervals during the lunch hours.
- 8. The same pickle should not be repeated on consecutive days.
- 9. Fish and meat should be fresh and of good quality, and is to be purchased on a daily basis as per requirement. No refrigerated or stocked meat/fish to be used, if found, the same will be removed by the bank.

SCHEDULE II

Technical Bid Evaluation Matrix

SI. No.	Parameter	Max. marks	Criteria	Marks	Marks Scored
1	Age	_	Upto 50	5	
'	(Applicable to individuals/ proprietorship*)	5	Above 50	0	
	Academic Qualification		Any course in catering	10	
2	(Applicable to individuals/	10	Degree	5	
	proprietorship*)		10 <sup>th</sup> or 12 <sup>th</sup> passed	3	
			Company	10	
3	Constitution	10	Any group incl. partnership	8	
			Individual/ Proprietorship	5	
4			Above 750	10	
4	CIBIL Score*	10	650 to 749	5	
5	Experience		Above 5 years	10	
5	(proof to be submitted)	10	3 - 5 years	5	
6	Annual Turnover for the	10	Above 100 Lacs	10	
0	previous FY	10	Below 100 Lacs	5	
7	Any hotel/ restaurant	20	Yes	20	
,	business run by the applicant	20	No	0	
0	Distance of centralized	10	Up to 5 KMs	10	
8	kitchen/hotel/restaurant address from LHO	10	5 KM – 15 KM	5	
9	Availability of owned/	15	Owned	15	
9	leased centralized kitchen facility	าอ	Leased	10	
	Total marks	100			

<sup>\*</sup> For others, normalized score of 3 will be given

Minimum marks required for qualifying in technical bid – 50 marks

#### Annexure 1

### TECHNICAL BID CATERING FOR STAFF CANTEEN AT SBI LHO, THIRUVANANTHAPURAM

1	Name of Firm / Proprietor etc.	
2	Constitution (Proprietorship/ Partnership etc.)	
3	Age (Applicable to individuals/ proprietorship)	
4	Academic Qualification (Applicable to individuals/ proprietorship)	
5	Address with Telephone Number	
	(a) Office	
	(b) Residence	
6	No of Staff Employed	
7	Experience in this line of activity (proof to be submitted)	
8	GSTIN	
9	Annual Turnover in Rs. for the previous FY (If applicable, Balance Sheet to be submitted)	
10	Any hotel/ restaurant business run by the applicant (proof to be submitted)	
11	Distance of centralized kitchen/hotel/restaurant address from LHO (proof to be submitted)	
12	Availability of owned/ leased centralized kitchen facility (proof to be submitted)	

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#### Annexure 1 (contd.)

The technical bid should contain the following:

- a) Self-attested copies of Aadhar, PAN and ITR for the last three years.
- b) Self-attested copy of GST registration, Shop & Establishment Registration and FSSAI.
- c) Date of establishment should be at least 5 years as on 31.10.2022. Self-attested copy of the proof to be enclosed.
- d) Self-attested copy of Employees Provident Fund Registration, Employees State Insurance Corporation Registration, Professional Tax Registration and Contract Labour Registration (Regulation and Abolition Act) is mandatory.
- e) Name of the applicants Bankers with complete address.
- f) Self-attested copy of Power of Attorney/authorization with the seal of the applicants company/firm in the name of the person signing the tender documents.
- g) In case of caterers running only canteen service, Experience certificate or other sufficient proof of experience of minimum 3 years from any government institution or any other public sector undertaking is to be produced.
- h) The firm/company/agency should have an administrative office/ branch in Thiruvananthapuram. The proof of the same has to be self-attested and enclosed.
- i) Self-attested copy of certificates of registration with local Govt / Corportaion/ Municipal authorities etc. (if any)
- j) EMD amount of Rs. 1,00,000/- as DD in favour of State Bank of India payable at Thiruvananthapuram to be submitted along with the application. (Successful bidder has to submit a security deposit of Rs. 1,50,000/- as DD in favour of State Bank of India payable at Thiruvananthapuram.)
- k) The contractor is required have a hygienic kitchen/ cooking facility in a nearby area within a radius of 5 km to the LHO premises to meet an exigency.
- I) Any other technical information the applicant wishes to furnish.

Note: No bidder will be considered technically qualified unless he fulfills all the eligibility requirements and complies all other terms and conditions mentioned herein the tender documents.

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#### Annexure 2

#### PRICE BID

#### CATERING FOR STAFF CANTEEN AT SBI LHO, THIRUVANANTHAPURAM

SI. No.	Particulars of items	Rate quoted per day per person (exclusive of GST)	
	LUNCH MENU (Timing: 1.00 pm to 2.30 pm)		
	Vegetarian Meals : On all Working days (except last working day of the week)		
1	Chappathi and Curry and		
	Unlimited Boiled Rice (both White and Chamba)		
	Sambar or Parippu Curry		
	Rasam & Moru/Puliseri		
	Aviyal or Theeyal (alternatively)		
	Kitchadi or Pachadi (alternatively)		
	Any 1 Thoran (but should not be repeated in a week)	Rs (per person per day)	
	Pickle,Pappad	(per person per day)	
	Veg Salad,Curd		
	Any 1 sweet item (like payasm, ladoo, jilebi etc)		
	Biriyani (last working day of the week)		
	Veg Biriyani		
	Non-Veg Biriyani (Chicken - 2 Standard pieces, Egg -1)		
	Salad, Pappad, Pickle		
	Fruit Salad with a scoop of ice cream		
	Note: Chappathi with egg curry to be made optional for non-biriyani eaters		

#### Note: Rate quoted should be written in words also

Contractors quoting in the above price bid are invariably agreeing to the below said Bank quoted rate for Breakfast, Dinner, Snack and Special Items. The same should be provided in sufficient quantity after obtaining payment from the staff directly as per the below Bank approved rate. Those not able to agree to the said conditions need not participate in the tender.

#### Annexure 2 (contd.)

SI. No.	Particulars of items	Rate per item		
	BREAKFAST MENU (Timing : 9 am to 10 am)			
1	Appam, Idily, Poori, Dosa, Idiyapam, Parotta, Chapathi	Rs. 7/-		
2	Kadala Curry, Pottato Curry, Egg Curry, Tomato Curry, Veg Kuruma, Veg Stew	Rs. 20/-		
3	Parripu Vada, Uzhunu Vada	Rs. 7/-		
4	Rasa Vada & Thayir Vada	Rs. 10/-		
5	Tea	Rs. 7/-		
6	Coffee	Rs. 10/-		
7	Black Tea	Rs. 5/-		
8	Boiled Egg	Rs. 10/-		
Note:	Sambar and chutney to be served with Idly and Dose mandatorily	ý		
	SNACKS MENU (Timing: 11 am & 3.30 pm)			
	Parripu Vada, Uzhunu Vada, Pazhampori, Ulli Vada,			
1	Mothakam, Bonda, Baji, Samoosa, Kaara vada, ari	Rs. 7/-		
	kozhuketa, gothambu kozhuketa			
2	Rasa Vada & Thayir Vada	Rs. 10/-		
3	Tea	Rs. 7/-		
4	Coffee	Rs. 10/-		
5	Black Tea	Rs. 5/-		
6	Fresh Lime Juice	Rs. 10/-		
Note:	Snacks/beverages to be served at floors			
	DINNER MENU (Timing : 7 pm to 8 pm)			
1	Appam, Idily, Poori, Dosa, Idiyapam, Parotta, Chapathi	Rs. 7/-		
2	Kadala Curry, Pottato Curry, Egg Curry, Tomato Curry, Veg Kuruma, Veg Stew	Rs. 20/-		
Note : [	Dinner to be provided only on pre order basis	<u>l</u>		
	SPECIAL ITEMS (along with Lunch)			
1	Chicken Fry / 65, Thoran, Peratu, Kondatam	Rs. 50/-		
2	Chicken Curry, Roast	Rs. 40/-		
3	Beef Fry, Curry, Chilly, Peratu	Rs. 50/-		
4	Kappa with choora curry	Rs. 40/-		
5	Fish Curry ( Choora, Mathi, Ayala, Kozhiyala, Netholi)	Rs. 30/-		
6	Fish Fry (Choora, Mathi, Ayala, Kozhiyala, Netholi)	Rs. 40/-		
7	Gobi Fry, Pavakka Fry, Paneer, other veg dishes	Rs. 20/-		
8	Double Omlette	Rs. 15/-		
9	Boiled Egg	Rs. 10/-		
10	Egg Roast	Rs. 20/-		
11	Cut Fruits	Rs. 25/-		
Note: Any two of the above special items to be served mandatorily				

Note: Any two of the above special items to be served mandatorily				
I, Shri/Smt	declare having carefull			
gone through the conditions and agree to abide	by all the terms and conditions.			
Name :				
Signature of the Tenderer:				
(with seal wherever applicable)				
Place:	Date:			
Signature and Seal of the Tenderer	page 24 of 24			