SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
(A Wholly Owned Subsidiary of SBI)

HEAD OFFICE
Ground Floor, Raheja Chamber, Free press Journal Marg, Nariman Point, Mumbai 400 021

Part – I
(technical Bid)

TENDER ID NO.: HOM202003003

TENDER FOR PROVIDING CATERING SERVICES AT 2\textsuperscript{nd} FLOOR, THE ARCADE, WORLD TRADE CENTRE & 21\textsuperscript{ST} FLOOR, MAKER TOWER, “E”, CUffe PARADE, STRESSED ASSETS RESOLUTION GROUP, STATE BANK OF INDIA, CORPORATE CENTRE, MUMBAI-400005.

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

Address: .................................................................

.................................................................

.................................................................

GSTIN: .................................................................
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NOTICE INVITING TENDER


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

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<th>Tender ID number</th>
<th>TENDER ID NO.: HOM202003003</th>
</tr>
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<tr>
<td>3</td>
<td>Cost of Tender Documents cum processing Fee (Non-refundable)</td>
<td>Rs 1,000/- (Rupees One Thousand Only) This Non-Refundable amount to be paid only through <strong>SB Collect Payment Portal</strong> available in SBI's online Banking site i.e. <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a> After successful payment, submit a print of the receipt carrying a Reference no. along with the tender application. For further details, refer Annexure- ‘E’ enclosed</td>
</tr>
<tr>
<td>4</td>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs 60,000/- (Rupees Sixty thousand only) in the form of Demand Draft issued by any Nationalised/Scheduled Bank drawn in favour of “SBI Infra Management Solutions Pvt. Ltd.” payable at Mumbai which shall be converted into Security Deposit for successful contractor, whose tender is accepted.</td>
</tr>
<tr>
<td>5</td>
<td>Security Deposit (ISD)</td>
<td>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” including EMD as Security Deposit (SD) in the form of Fixed Deposit issued by any Nationalised/Scheduled Commercial Bank favouring “SBI Infra Management Solutions Pvt. Ltd.” payable at Mumbai. 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 Commercial Bank as per the SBIIMS/Bank's approved format.</td>
</tr>
<tr>
<td>6</td>
<td>Date of availability of tender documents on Bank’s website for downloading</td>
<td>From 6.3.2020 to 20.3.2020 up to 2.00pm Available at Bank’s Website: <a href="https://www.sbi.co.in/web/sbi-in-the-news/procurement-news">https://www.sbi.co.in/web/sbi-in-the-news/procurement-news</a></td>
</tr>
<tr>
<td>7</td>
<td>Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.</td>
<td>By 12.00 Noon on 11.3.2020</td>
</tr>
<tr>
<td>8</td>
<td>Pre-Bid Meeting</td>
<td>At 4.00 PM on 12.3.2020 at address mentioned hereinafter against point No.11 in the Table. (Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)</td>
</tr>
</tbody>
</table>
9. Date of posting of clarifications on the Bidder’s queries: 13.3.2020 (Clarifications, if any, shall be posted only on the Bank’s website. No individual communication shall be provided to the Bidder).

10. Last date & time for submission of Technical bid along with EMD, Cost of tender document cum processing Fee: Up to 03:00 PM on 20.3.2020
   
   Note:
   1. It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBIIMS Pvt. Ltd. shall not entertain bids received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever.
   2. Tenders received without EMD and / or Tender Processing Fee shall be summarily rejected.


12. Date and Time of Opening of Technical Bid: 3.30 pm on 20.3.2020 at SBIIMS Head Office.

13. Date and Time of submission of Online Price-Bid. 
   
   Note: The bidders qualified and found eligible in Technical bid evaluation shall only be eligible to quote Price Bid and will be advised individually through e-mail. Price Bid will be uploaded on Service Provider’s portal https://etender.sbi/SBI/

14. Contact Person of e-tender service provider: i. Shri.Samjad- 9265871720, samjad@procuretiger.com
   ii. Shri. Sujith - 7940270579, sujith@eptl.in


16. Validity for Offer: 3 (three) months from the date of opening of price bid

17. Date of Commencement of Work: 1st Day of Succeeding month of the Work Order

18. Penalty/Liquidated damages: As per relevant clause in the tender document


20. Insurance: As per insurance clause of the tender document

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

22. Tenders received without EMD and Non-Refundable Cost of Tender Documents shall be summarily rejected and such bidders shall not be allowed to participate in the online price bidding process.
23. SBIIMS reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.

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

25. All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate, if found eligible, in the online price bidding event.

26. Tender documents can be downloaded from https://www.sbi.co.in/web/sbi-in-the-news/procurement-news. It shall be responsibility of the Vendor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages shall be disqualified.

27. The Vendor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected.

28. The intending bidders are categorically advised to submit the prequalification documents strictly in the attached formats only. The information required should be neatly filled/typed in each and every columns and row of the Formats. The applications received with “partly filled formats” not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected without any reference to the bidder and at the bidder’s risk and responsibility.

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

30. The Technical Bid documents must be submitted properly bound, with an index of the contents reflecting the page numbers. Loose / unbound /incomplete/ un-numbered tender documents shall be rejected, rendering the Technical bid disqualified.

31. Conditional tenders shall be summarily rejected.
32. Any corrigendum / addendum in the matter will be published only in the portal: https://www.sbi.co.in/web/sbi-in-the-news/procurement-news.

Vice President and Vertical Head (FM&L)
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:

<table>
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<tr>
<th>Sr. No.</th>
<th>Eligibility Criteria</th>
<th>Documents to be submitted</th>
</tr>
</thead>
</table>
| 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 29.2.2020. | - 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 | Three Similar Completed works Each one having “Annual Contract Value” not less than Rs 24.00 Lakh  
Or  
Two Similar Completed works Each one having “Annual Contract Value” not less than Rs 30 Lakh.  
Or  
One Similar Completed work having “Annual Contract Value” not less than Rs 48.00 Lakhs.  
In commercial building | 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 01/04/2014 to 29/2/2020:  
1. Scope of work.  
2. Contract value.  
3. Area of the building.  
4. No. of staff deployed by the contractor for the contract.  
5. Period of the contract.  
6. Monthly payment  
7. Satisfactory Report |
| 3 | The bidder should have a minimum average annual turnover of Rs.18.00 Lakh for the last three years (as on 31-03-2019).  
Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2016-2017, 2017-2018, 2018-19 (Audited) establishing the turnover criteria should be submitted. | (i) Copies of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant including 3CA/3CD and auditor notes and accounts.  
(ii) Copies of returns submitted to the Tax authorities such as IT & Service Tax etc.  
(iii) Copies of returns submitted to the labour Commissioner. |
| 4 | The Bidder should not have incurred loss in last 3 years ending on 31st March 2019 and also during the current year quarter ended by 31.12.2019. | |

Note: “Similar Completed Work” under this clause shall mean successful completion of Catering Services work for the Scheduled Banks, Financial Institutions, Central & State Govt. departments/Organisations, Public Sector Undertakings, Multinational National Corporations, etc.
<table>
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<th></th>
<th>The applicant should have a solvency of <strong>Rs.18.00 Lakh</strong> certified by a Scheduled Commercial Bank. The Solvency Certificate should not have been obtained earlier than 1st October, 2019.</th>
<th>Original Solvency Certificate should be attached. (If the original certificate is already submitted to the SBIIMS after 30.9.2019, a self-attested copy can be considered. However, the details of Tender/s for which the original had been submitted, to be furnished.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Tenderers should have applicable and <strong>valid registrations</strong> with statutory authorities, viz. Income Tax, Goods &amp; Service Tax, Labour License under section 12(1) of the Contract Labour regulation and Abolition) Act, 1970., Employees Provident Fund Organisation (EPF), Employees State Insurance (ESI) Corporation, PAN etc.</td>
<td>Certified copies of supporting documents to be attached.</td>
</tr>
<tr>
<td>7</td>
<td>The Tenderer should have constituted a Sexual Harassment Committee under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.</td>
<td>Suitable declaration to this effect to be submitted on the Letter Head of the bidder duly signed by the Authorised Signatory only</td>
</tr>
<tr>
<td>8</td>
<td>Bidder should have Office at Mumbai/Navi Mumbai or should able to open office in Mumbai/Navi Mumbai within 2 months of receiving work order.</td>
<td>Address Proof of the firm should be submitted.</td>
</tr>
<tr>
<td>9</td>
<td>Bidder should not have been disqualified / debarred / blacklisted from any Governments, Semi-governments, PSUs, Banks including any of the Offices/Branch of State Bank of India/SBIIMS Pan India or involved in any illegal activity or financial frauds.</td>
<td>Suitable declaration to this effect to be submitted on the Letter Head of the Firm duly signed by the Authorised Signatory only</td>
</tr>
</tbody>
</table>

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

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

Signature of the Contractor
With Seal
TECHNICAL BID EVALUATION MATRIX

(A) TECHNICAL BID EVALUATION: Part-I

Maximum Score for Part-I of Technical Bid Evaluation: 100 Marks
Minimum marks required for qualifying in the Part-I (Technical Bid Evaluation): 60 Marks

1. Technical bid of the Bidder will be evaluated on the basis of the information duly supported by the documents submitted and on the basis of the following evaluation matrix.

2. During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below:

<table>
<thead>
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<th>(i) Place of Registration</th>
<th>Max 10 Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Registered/Corporate Office / Branch in Mumbai /Thane/Navi Mumbai</td>
<td>10 Marks</td>
</tr>
<tr>
<td>(b) Office outside Mumbai /Thane/Navi Mumbai</td>
<td>3 Marks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(ii) Number of Years in Operations</th>
<th>Max 10 Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) 5 years and up to 10 years</td>
<td>5 Marks</td>
</tr>
<tr>
<td>(b) More than 10 years and up to 15 years</td>
<td>7 Marks</td>
</tr>
<tr>
<td>(c) More than 15 years</td>
<td>10 Marks</td>
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</tbody>
</table>

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<thead>
<tr>
<th>(iii) Average Annual Turnover of Project Cost</th>
<th>Max 10 Marks</th>
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<td>(a) More than 18 Lakh and up to 50 Lakh</td>
<td>5 Marks</td>
</tr>
<tr>
<td>(b) More than 50 Lakh and up to 100 Lakh</td>
<td>8 Marks</td>
</tr>
<tr>
<td>(c) More than 100.00 Lakh</td>
<td>10 Marks</td>
</tr>
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</table>

<table>
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<tr>
<th>(iv) Working Experience in Last 5 Years</th>
<th>Max 10 Marks</th>
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<tbody>
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<td>(a) Executed similar work of PSU Banks/MNCs, FIs,Public Sector Undertakings/Organisations</td>
<td>10 Marks</td>
</tr>
<tr>
<td>(b) Other Govt Department etc.</td>
<td>5 Marks</td>
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</table>

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<thead>
<tr>
<th>(v) Value of Single Largest Project Completed in Last 5 Years</th>
<th>Max 10 Marks</th>
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<td>5 Marks</td>
</tr>
<tr>
<td>(b) More than 50 Lakh and up to 100 Lakh</td>
<td>8 Marks</td>
</tr>
<tr>
<td>(c) More than 100 Lakh</td>
<td>10 Marks</td>
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<thead>
<tr>
<th>(vi) Value of Single Largest Project In Hand</th>
<th>Max 10 Marks</th>
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</thead>
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<tr>
<td>(d) More than 24 Lakh and up to 50 Lakh</td>
<td>5 Marks</td>
</tr>
<tr>
<td>(e) More than 50 Lakh and up to 100 Lakh</td>
<td>8 Marks</td>
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<tr>
<td>(f) More than 100 Lakh</td>
<td>10 Marks</td>
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<table>
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<tr>
<th>(vii) Quality Related Marks</th>
<th>Max 10 Marks</th>
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<tbody>
<tr>
<td>(a) ISO</td>
<td>2.50 Marks</td>
</tr>
<tr>
<td>(b) SA 8000</td>
<td>2.50 Marks</td>
</tr>
<tr>
<td>(c) OHSAS 18001/ Any other International Accreditation Certificate</td>
<td>5.00 Marks</td>
</tr>
<tr>
<td>(d) Not available</td>
<td>0.00 Marks</td>
</tr>
</tbody>
</table>
(viii) **Manpower on Payroll**  
Max 10 Marks  
(a) 10 and up to 20  
2 Marks  
(b) More than 20 and up to 50  
5 Marks  
(c) More than 50  
10 Marks  

(ix) **Performance Certificates from the**  
Banks, Financial Institutions, Central & State Govt.  
departments/Organisations, PSUs, MNCs, etc.  
Max 15 Marks  
(a) If outstanding performance Certificate  
from more than 3 Principle Employer have been Issued and submitted for project above  
24 Lakh  
15 Marks  
(b) If Outstanding Performance submitted from  
2 Employers for project above 30 Lakh  
7 Marks  
(c) If less than 2 or no Certificate submitted as above  
0 Marks  

(x) **Constitution of Firm**  
Max 5 Marks  
(a) Public Ltd.  
5 Marks  
(b) Private Ltd./LLP  
4 Marks  
(c) Partnership  
3 Marks  
(d) Others  
2 Marks  

3. Information required from point number (i) to (ix) above should be supported with certified/attested copies of the relevant documents confirming compliance of Technical bid evaluation criteria by the tenderer for evaluation.  

4. Out of the various bidders achieving minimum 60 Qualifying marks in the Technical Bid Evaluation Part-I above, maximum Top 7 bidders shall be shortlisted for their further Site Visit based evaluation as per the Parameters mentioned in the Technical Bid Evaluation Part-II vide annexure-D.  

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

Signature of the Contractor  
With Seal
(B) TECHNICAL BID EVALUATION (SITE VISIT): PART-II

Maximum Score for Part-II (Site Visit): 100 marks
Minimum marks required for qualifying in the Part-II (Site Visit): 60 marks

Site visit by a panel from the Bank to one or more sites out of the sites whose reference is given by the bidder.

During site visit, the members will evaluate the work being performed by the contractor at the site and its suitability for the Bank, which will be based on, but not limited to, the following criteria:

i. Quality of services
   (a) Level of general cleanliness
   (b) Quality of food
   (c) Quality of material used for food preparation
   (d) Mechanisation of operations
   (e) Level of Hygiene maintained in Master Kitchen

Max. Marks 60

Max. Marks 0 to 10 Marks
Max. Marks 0 to 15 Marks
Max. Marks 0 to 15 Mark
Max. Marks 0 to 10 Mark
Max. Marks 0 to 10 Mark

ii. Area of the Master Kitchen:
   (a) Upto 2000 sft.
   (b) 2001 s.ft. to 2500 sft.
   (c) 2500 sft to 3000 sft
   (d) Above 3000 sft

Max. Marks 20

Max. Marks 0-2 Marks
Max. Marks 3-5 Marks
Max. Marks 6-10 Marks
Max. Marks 11-20 Marks

iii. Licenced area from Health Department
   (a) Upto 2000 sft.
   (b) 2000 sft to 3000 sft
   (c) 3001 sft and above

Max. Marks 20

Max. Marks 5 Marks
Max. Marks 10 Marks
Max. Marks 20 Marks

Only those bidders shall be allowed to participate in the Price Bidding for this project who will achieve minimum qualifying 60 marks in Technical Bid Evaluation Part –II of the TECHNICAL BID EVALUATION (MATRIX).

Note: For the purpose of qualifying a bidder for the project, the Bank will use criteria and information in addition to what has been asked above for evaluation. This would include, but may not be limited to, verification of references given by the contractor, evaluation of contractor’s existing work by making site visits, obtaining confidential performance reports/feedback/credentials from the present as well as previous employers etc.

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

Signature of the Contractor
With Seal
ANNEXURE- D

(C) EVALUATION OF PRICE BID

1. The Bidders qualified in the Technical Bid evaluation as above shall only be allowed to participate in the online price bidding through Service Provider’s Portal mentioned hereinbefore.

2. The award of contract will be made to the bidder whose bid has been determined to be the lowest, responsive and complying all the prequalification and statutory criteria stipulated in the Technical Bid, Price Bid as also the receipt of satisfactory confidential reports sought from the present/previous employer.

3. The SBIIMS reserve their rights to accept any or to reject all the bids without assigning any reasons therefor and no correspondence shall be entertained in this regard.

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

Signature of the Contractor
With Seal

Name: _______________________

Place: _______________________

Date: _______________________

# APPLICATION FORM

1. Name of the organization: 

2. Address: 

3. Name, Telephone Nos. including Mobile and e-mail id of contact person: 

4. Fax No.: 

5. Constitution of the Firm (whether Public or private company / firm / Proprietary): 

6. Year of Establishment (Supporting document to be submitted): 

7. Whether registered with the Registrar of Companies / Registrar of firms (if so, mention number and date and supporting documents to be submitted): 

8. Registration with Govt. Authorities: 
   a. Income-tax (PAN) No.: 
   b. Goods & Service tax no. (GST): 
   c. EPF Registration No.: 
   d. ESI Registration No.: 
   e. Contract Labour: 

9. Names of Directors / Proprietor / Partners / Associates: 

10. Bio-data of Directors / Partners / Associates, Details may be given in the format mentioned below: 

11. Amount of service tax/GST paid year-wise during last 3 financial years ending 31.03.2018: 

Annexure-1
12 Details of Similar works completed during the last 7 years
   (Details may be given in the enclosed format - Form 'B')

13 Details of under execution / awarded
   (Details may be given in the enclosed format - Form 'C')

14 List of Professionals / Technical / Non-technical Personnel employed permanently
   (Details may be given in the enclosed format - Form 'F')

15 Details of Plant & Machinery / Manufacturing unit/ tools / equipment owned by the company
   (Details may be given in the enclosed format - Form 'G')

16 Banker's Name & address
   (Enclose solvency certificate from the bankers)

17 Latest Income Tax Clearance Certificate to be enclosed.

18 List of empanelment / enlistment / registration with other Organizations / statutory bodies etc. (If so, furnish their names, category and date of registration)

<table>
<thead>
<tr>
<th>Name of the Organization</th>
<th>Category</th>
<th>Year since empanelled</th>
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19 Annual turnover for the last 3 financial years (year-wise) ending 31.03.2019

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Annual Turnover (Rs)</th>
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<tbody>
<tr>
<td>FY 2018-19</td>
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<tr>
<td>FY 2017-18</td>
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<tr>
<td>FY 2016-17</td>
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</table>
20 Name and address of the persons who will be in a position to certify about the quality as well as performance of your firm

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

Signature of the applicant with seal

Date:

Place:
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<td>Name</td>
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<td>Date of Birth</td>
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<td>3</td>
<td>Associates with the organization since:</td>
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<td>Professional Qualification</td>
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<td>5</td>
<td>Professional Experience</td>
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<td>6</td>
<td>Professional Affiliation</td>
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<td>7</td>
<td>Membership in</td>
<td>:</td>
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<td>8</td>
<td>Details of Published papers in Magazine / Journals (if any)</td>
<td>:</td>
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<td>9</td>
<td>Details of cost effective methods/innovative techniques adopted in the project</td>
<td>:</td>
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<td>10</td>
<td>Exposure to new material / technology</td>
<td>:</td>
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Signature of Applicant with Seal
FINANCIAL INFORMATION

I. BANK DETAILS
   Name of the Bank: 
   Branch with Address: 
   City: 
   Contact Person in the Bank: 
   Contract Details: 

II. DETAILS OF CHARTERED ACCOUNTANT
   Name: 
   Address: 
   Registration details of accountant: 
   Contact Number: 
   E-mail address: 

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

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<td>(i)</td>
<td>Gross Annual Turnover in Facility Management Works</td>
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<td>(ii)</td>
<td>Profit/Loss</td>
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<td>(iii)</td>
<td>Financial Position</td>
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<tr>
<td>a.</td>
<td>Cash</td>
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<td>b.</td>
<td>Current Assets</td>
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<td>c.</td>
<td>Current Liabilities</td>
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<td>d.</td>
<td>Working Capital (b-c)</td>
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<td>Current Ration</td>
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<td>f.</td>
<td>Acid Test Ratio (Quick Assets/Current Liabilities (a/c))</td>
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IV. Income Tax Clearance Certificate
V. Solvency certificate from Bankers (Schedule Bank) of Applicant.
VI. Financial arrangements for carrying out the proposed work

Signature of Charted Accountant with seal
Signature of Applicant with Seal
DETAILS OF ALL ‘SIMILAR’ WORKS COMPLETED DURING THE LAST FIVE YEARS ENDING
BY 29th FEBRUARY, 2020.
(Enclose supporting documents i.e. Work order and Satisfactory Completion Certificate Obtained
from the Clients)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Work</th>
<th>Name of the Client (with Brief Address of Concerned Office &amp; Contact No. and e-mail ID)</th>
<th>Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank</th>
<th>Date of Agreement with Client</th>
<th>Location and Scope of the Work</th>
<th>Actual Value of the Work</th>
<th>Date of commencement as per contract &amp; actual date of Commencement</th>
<th>Stipulated Date of completion &amp; Actual date of completion</th>
<th>Litigation/Arbitration pending/In progress with details (if any)</th>
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(Add separate sheet if required)

Note:
1. For certificates, the issuing authority shall not be less than an Executive Engineer in charge.

Signature of Applicant with Seal
Annexure-5

DETAILS OF ALL ‘SIMILAR’ WORKS ON HAND - UNDER EXECUTION OR AWARDED.
(Enclose Copies of Work Orders Issued by Clients)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Work (with Brief Address of Concerned Office &amp; Contact No. and e-mail ID)</th>
<th>Name of the Client</th>
<th>Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank</th>
<th>Date of Agreement with Client</th>
<th>Location and Scope of the Work</th>
<th>Actual Value of the Work</th>
<th>Date of commencement as per contract</th>
<th>Likely date of completion</th>
<th>If Work Left Incomplete or Terminated (Furnish reasons)</th>
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(Add separate sheet if required)

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

Signature of Applicant with Seal
PERFORMANCE REPORT FOR ‘SIMILAR’ MAJOR COMPLETED WORKS  
(REFERRED TO IN FORM ‘B’)

| Name of the Work / Project & Location | : |
| Scope of Work | : |

1. Agreement No. & Date | : |

2. Estimated Cost / Tendered Cost | : |

3. Actual Value of Work done | : |

4. Date of Commencement  
   a. Stipulated date of Commencement | : |
   b. Actual date of Commencement | : |

5. Date of Completion  
   a. Stipulated date of Completion | : |
   b. Actual date of Completion | : |

6. Amount of compensation levied for delayed completion if any. | : |

7. Performance report based on  
   Quality of Work, | Excellent / Very Good / Good / Poor |
   Time Management, | Excellent / Very Good / Good / Poor |
   Resourcefulness, | Excellent / Very Good / Good / Poor |
   Financial Soundness, | Excellent / Very Good / Good / Poor |
   Technical Proficiency, | Excellent / Very Good / Good / Poor |

Superintending Engineer / Chief Project Manager or Equivalent  
Name of Organization

Note:
1. The performance report is to be submitted separately for all major works mentioned in Form ‘B’.
2. The performance report preferably be submitted in the above Performa. In case, different proforma is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.
# DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name &amp; Adhar No.</th>
<th>Designation</th>
<th>EPF &amp; ESIC No.</th>
<th>Educational Qualification</th>
<th>Professional Experience</th>
<th>Length of continuous service with employer in years</th>
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Note:
- Details of Technical personnel shall be provided qualification-wise
- Organization chart of the company, additional information about Technical and administrative personnel, if any, may be submitted on separate sheet

Signature of Applicant with Seal
DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

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

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

Place :

Date :

Signature of Applicant with Seal

Name in Capital Letters:

Address:
FORM OF BANKERS’ / SOLVENCY CERTIFICATE FROM A SCHEDULED COMMERCIAL BANK

To,
The Managing Director & CEO,
SBI Infra Management Solutions Pvt. Ltd.,
Ground Floor, Raheja Chambers,
Free Press Journal Marg,
Nariman Point, Mumbai – 400 021.

No.:
Date:

SOLVENCY CERTIFICATE

This is to certify that, to the best of our knowledge and information, M/s / Sri………………………………………………..………., a customer of our bank, has been maintaining Savings Bank / Current Account bearing number………………………………with our ………………………………………………………………. …………. Branch, since ___________ (Month and Year).

We understand from the customer that the certificate is for the purpose of Tender with your organisation. We further certify that M/s / Sri …………………………………...is solvent to the extent of INR ……………………… (Rupees……………...only).

This certificate issued by the Bank on the specific request of the customer and should be regarded as without any guarantee or liability, financial or otherwise, on the part of the Bank or its officials.

(Signature)

For the Bank

Note:
1. Bankers ‘certificate should be original on the letter head of the Issuing Bank duly sealed in cover and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.
DECLARATION

(TO BE SUBMITTED BY THE APPLICANT ON THEIR FIRM/COMPANY’S LETTER HEAD ALONGWITH THEIR APPLICATION)

The Managing Director & CEO,
SBI Infra Management Solutions Pvt. Ltd.,
Ground Floor, Raheja Chambers,
Free Press Journal Marg,
Nariman Point, Mumbai – 400 021.

I/We hereby certify that:

1. I / We have submitted PQ document strictly on the format prescribed by the SBIIMS and are available on the Bank’s website & there is no change in formatting, number of pages etc.

2. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of PQ document submitted by us are clear & legible.

3. I / We have signed (with stamp) all the pages of the PQ document before submitting the same.

4. I / We have sealed the PQ documents properly before submitting the same.

5. I /We have read carefully & understood the instructions to the applicants.

6. I / We hereby understood and accordingly confirm that all Tender documents and supporting Prequalification documents/annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the Bid/documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorise the SBIIMS/SBI to summarily reject our tender for which we shall not make any protest.

7. I / We have not made any modification / corrections / additions /deletions etc in the PQ documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded PQ documents from the original and / or any documentation, SBIIMS Pvt. Ltd. on behalf of SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in any future tenders of SBIIMS/SBI without any prior intimation to me / us.

8. I/We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

Signature of Applicant with Seal
Details of Premises

1. Stressed Assets Resolution Group, Corporate Centre, 2\textsuperscript{nd} Floor, The Arcade, World Trade Centre, Cuffe Parade, Mumbai-400 005 &

2. Stressed Assets Resolution Group, Corporate Centre, 21\textsuperscript{st} Floor, Maker Tower “E”, Cuffe Parade, Mumbai-400 005
INSTRUCTIONS TO TENDERER

1. **Purpose:**

Providing Catering services.

2.  

3. **Invitation:**

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

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

4. **Eligibility Criteria:**

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

5. **Disclaimer:**

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this Tender and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. Bank may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this Tender. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

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

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

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

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of the bid. SBIIMS has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, SBIIMS is entitled to issue corrigendum to Tender relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

6. Clarifications & Amendments:

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

7. Bid Integrity:

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

8. Format and Signing of Bid

i. The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.

ii. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.

iv. Bid should be typed and submitted on A4 size paper [font times Arial 11], spirally bound securely and in serial order. Bidders responding to this Tender shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.
v. In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.

9. The Bidders requiring any clarification on the bidding documents should submit written queries on or before the date prescribed in the NIT.

10. At any time prior to the deadline for submission of bids, SBIIMS may modify or alter the bidding document by issuing an amendment.

11. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the tenderer in its tender submission.

12. Any clarification issued by SBIIMS will be in the form of an addendum / corrigendum and will be available in SBI’s website – [https://www.sbi.co.in/web/sbi-in-the-news/procurement-news](https://www.sbi.co.in/web/sbi-in-the-news/procurement-news). The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be informed to all through SBI’s website-[https://www.sbi.co.in/web/sbi-in-the-news/procurement-news](https://www.sbi.co.in/web/sbi-in-the-news/procurement-news).

13. The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related manpower requirements for the work specified.

14. The SBIIMS shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBIIMS, except under emergencies / unavoidable circumstances.

15. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.

16. The Contractor shall issue identity cards/ identification documents to all its employees.

17. The personnel of the Contractor shall not be the employees of the SBIIMS/SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.

18. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBIIMS/SBI shall not have any liability whatsoever on this account.

19. The details of the machineries proposed to deploy and other technical details can be furnished in the Technical bid.

20. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
21. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.

22. Tenders received after the due date and time are liable for rejection. SBIIMS reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.

23. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.

24. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.

25. The rate should be quoted in Indian Currency only.

26. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of ‘ONE YEAR’ from the date of commencement of work. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.

27. The rate quoted by the tenderer shall remain firm and shall cover and include cost of all materials required for upkeep of the premises, wages to the labourers, supervisors, equipment deployed, maintenance of the machineries, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST).

28. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.

29. Please note that it is tenderers’ responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.

30. The bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

31. No employee of SBI/SBIIMS shall be engaged by the contractor during the course of carrying out the works.

32. The tenderer shall deposit a sum of **Rs 60,000/- (Rupees Sixty thousand only)** Earnest Money Deposit and Rs.1,000/- (Rs. One Thousand Only) as Non-Refundable cost of tender along with the tender document. This EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd., payable at Mumbai and Cost of Tender Document & Processing Fee (non-refundable) shall be deposited through SB
Collect Payment Portal and the printout of the receipt carrying a Reference No. shall be submitted along with Technical Bid.

33. No interest shall be paid on the EMD. The tenders received without EMD and Cost of Tender Document shall be summarily rejected.

34. If any tenderer withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the SBIIMS shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the EMD as aforesaid.

35. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge.

36. If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the SBIIMS/Bank reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.

37. The contractor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.

38. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work. The staff has to be deployed in consultation with the SBIIMS officials after performing the interview of the staff.

39. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBIIMS.

40. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.

41. Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.

42. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.

43. The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. SBI/SBIIMS shall not be responsible for any infringement of the various statutes in force by the contractor.
44. The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.

45. STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.

46. The contractor shall be responsible to ensure making payment of “Prevailing Minimum Wages” notified by Central Government of India, Ministry of Labour & Employment, to their labourers/employees directly in their Bank accounts and shall produce relevant documents to the SBIIMS for verification every month along with their monthly bills failing which bills may not be paid.

47. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues/compliances/pay slip along with monthly bill to the SBIIMS, failing which bill will not be entertained.

48. PREQUALIFICATION BID DOCUMENTS & TECHNICAL BID:

(i) The bidders are advised to submit various documents in sealed Envelope marked as “TENDER PART-A” to the office of SBI Infra Solutions Pvt Ltd. at the address mentioned hereinbefore by the stipulated date i.e.
   i. Hard Copy of Technical Bid duly filled, signed and stamped by the Authorised Signatory on each page
   ii. Demand Draft of specified amount of EMD
   iii. The printout of the receipt of SB Collect Payment Portal for specified amount of Cost of Tender Document cum Processing Fee (Non-refundable)
   iv. Certified copies of all supporting documents/work orders/performance certificates/Bank’s Solvency etc. required in terms of prescribed Eligibility criteria for the project as mentioned in Annexure “A”.
   v. Prescribed prequalification application form with all supporting annexures viz. Bio-data, Financial Information, details of similar work of specified magnitude executed, relevant work order and completion certificates of the completed projects, works on hand etc. as mentioned in this document. (Annexure 1 to 9).

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

(iii) The above mentioned tender documents and other supporting papers should be placed in a sealed Envelope marked “A” super scribing “Technical Bid for Tender for Providing Catering Services at 2nd Floor, The Arcade, World Trade Centre & 21st Floor, Maker Tower, “E”, Cuffe Parade, Stressed Assets Resolution Group, State Bank Of India, Corporate Centre, Madam Cama Road, Nariman Point, Mumbai-21.”

(iv) Technical Bid not accompanied by any one or more of the abovementioned documents shall be summarily rejected and such bidders shall not be allowed to participate in price bidding for the project under any circumstances.
(v) The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the Technical Bid Evaluation shall be returned to the bidder's registered address by Speed Post/Courier/Registered Post.

(vi) The intending bidders are categorically advised to submit the prequalification documents strictly in the attached formats only. The information required should be neatly filled/typed in each and every columns and row of the Formats. The applications received with “partly filled formats” not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected.

(vii) The applicants are categorically advised to refrain from mentioning the remark “AS PER ATTACHEMENT/ENCLOSURES” in their applications and annexures to avoid rejection of their applications.

49. No union formation is allowed.

50. The Contractor’s supervisor shall be first line of contact for SBIIMS/SBI, who shall report to the designated officers of SBIIMS/SBI for all requirements.

51. The personnel who are appointed as Janitors shall be provided with all cleaning and safety material for cleaning purposes by the Contractor.

52. The scope of work mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure services to the utmost satisfaction of client/employer/owner i.e. SBI/SBIIMS without any extra charge but within the accepted tender amount only.

53. All the materials required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the SBIIMS/SBI. No sub-standard materials shall be used. The chemicals used for the purpose of cleaning shall be eco-friendly and bio-degradable.
SAMPLE BUSINESS RULE DOCUMENT

ONLINE E-TENDERING FOR PROVIDING CATERING SERVICES AT 2ND FLOOR, THE ARCADE, WORLD TRADE CENTRE & 21ST FLOOR, MAKER TOWER, "E", CUFFE PARADE, STRESSED ASSETS RESOLUTION GROUP, STATE BANK OF INDIA, CORPORATE CENTRE, MUMBAI-05.

(A) Business rules for E-tendering:

2. Only contractors who fulfilled the prequalification criteria shall be eligible to participate.

3. SBIIMS will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.

4. In case, there is any change in e-tendering service provider, the SBIIMS will inform the qualified bidders suitably at appropriate time.

5. Business rules like event date, closing and opening time etc. will be communicated through service provider for compliance.

6. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering without which, bidders will not be eligible to participate in the bidding process.

7. E-tendering will be conducted on schedule date & time.

8. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & conditions of E-tendering:

SBIIMS shall finalize the Tender through e-tendering mode for which M/s. e-Procurement Technologies Ltd. Has been engaged by SBIIMS an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBIIMS through M/s. e-Procurement Technologies Ltd. Ahmedabad, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.

2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully.

3. Failure of power at the premises of Contractors during the e-tendering cannot be the cause for not participating in the E-tendering. On account of this, the time for the E-
tendering will not be extended and SBIIMS shall not be responsible for such eventualities.

4. M/s. e-Procurement Technologies Ltd., Ahmedabad, shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.

5. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.

6. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBIIMS or their appointed Architects.

7. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

8. Procedure of E-tendering:

**Online E-tendering:**

a) The Technical as well as Price Bids will be available on the Bank’s website during the period specified in the NIT.

b) Online e-tendering for Price Bid submission through SBIIMS’s approved Service Provider shall be open to the bidders qualified by the SBIIMS as per Technical Bid Evaluation and Eligibility criteria mentioned hereinabove.

c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.

d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.

f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **“Incomplete Tender”** and shall be liable for rejection.

9. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. e-Procurement Technologies Ltd. The Bidders are requested to change the Password after the receipt of initial Password from M/s. e-Procurement Technologies Ltd. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

10. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBIIMS shall at liberty to take action as deemed necessary including de-panelling such contractors and forfeiting their EMD.

11. At the end of the E-tendering, SBIIMS will decides upon the winner. SBIIMS decision on award of Contract shall be final and binding on all the Bidders.
12. SBIIMS shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.

13. SBIIMS shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

14. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

15. OTHER TERMS & CONDITIONS:

   a. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.

   b. The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS to any other party.

   c. SBIIMS decision on award of Contract shall be final and binding on all the Bidders.

   d. SBIIMS reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

   e. SBIIMS or its authorized service provider M/s. e-Procurement Technologies Ltd., Ahmedabad, shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

   f. SBIIMS or its authorized service provider M/s. e-Procurement Technologies Ltd., Ahmedabad, is not responsible for any damages, including damages that result from, but are not limited to negligence.

   g. SBIIMS or its authorized service M/s. e-Procurement Technologies Ltd., Ahmedabad, will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.
- All the Bidders are required to submit the following Process Compliance Statement duly signed to M/s. e-Procurement Technologies Ltd., Ahmedabad.
- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.
M/s e-Procurement Technologies Ltd.
B-704, Wall Street - II,
Opp. Orient Club, Nr. Gujarat College,
Ahmedabad - 380 006, Gujarat State, India
Phone: +91 79 61200

Dear Sir,

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR PROVIDING CATERING SERVICES AT 2ND FLOOR, THE ARCADE, WORLD TRADE CENTRE & 21ST FLOOR, MAKER TOWER, “E”, CUFFE PARADE, STRESSED ASSETS RESOLUTION GROUP, STATE BANK OF INDIA, CORPORATE CENTRE, MUMBAI-05

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

With regards,
Date:

Signature with company seal
Name:

Company / Organization:
Designation within Company / Organization:
Address of Company / Organization:
Scan it and send to this Document on ---------------------------
GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS:

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

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

‘Employer / Bank’ means SBIIMS and State Bank of India having its Head Office at Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai and at Stressed Assets Resolution Group, State Bank Of India, Corporate Centre, Mumbai-05.

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

‘The Contractor or Contractors’ means the firm, company or person engaged by the SBIIMS to carry out the work. It shall also include their legal representative(s), successors or assigns.

‘Site’ means 2nd Floor, The Arcade, World Trade Centre & 21st Floor, Maker Tower, “E”, Cuffe Parade, Stressed Assets Resolution Group, State Bank Of India, Corporate Centre, Mumbai-05, where the works are to be carried out.

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

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

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

‘Month’ means calendar month.

‘Week’ means seven consecutive days.

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

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

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

3. INSPECTION OF SITE:

The tenderers are advised to inspect the building and finishes (glass, aluminum composite panel, crystalline glass, Italian marble, granite, tiles, carpets, stainless steel cladding, veneers, laminates etc.) before quoting their rates. It is expected that the tenderers will provide high quality services without damaging the existing finishes provided in the various areas of the premises.

4. CONTRACTOR TO INFORM HIMSELF FULLY:

The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipment and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the contractors may make full use of the pre-bid meeting which would be conducted at SBIIMS, Head Office, Ground Floor, Raheja Chambers, Nariman Point, Mumbai-21, as detailed in the NIT. Written enquiries to be submitted within the date and time specified in the Notice Inviting Tender.

5. WORK TO BE CARRIED OUT:

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

6. SUFFICIENCY OF TENDER:

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

7. AWARD OF CONTRACT:

(i) The SBIIMS/SBI will award the contract to the successful lowest tenderer whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
(ii) The SBIIMS/SBI reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the SBIIMS/SBI and without being liable for loss of opportunity / business to the Contractor.

(iii) The SBIIMS/SBI reserve their rights to split the scope of work to different agencies within its sole discretion.

(iv) If the scope of work under this tender cover more than one sites / offices / complexes / colonies / Apartments having separate Price Bids, the SBIIMS/SBI may entrust the work to more than one bidder within its sole discretion and no claim compensation for the same shall be entertained.

(v) The successful bidder(s) shall be bound to execute separate agreement for each site. Also, the SBIIMS/SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the contractor shall have no right to make any representation for the same.

8. SIGNING OF CONTRACT DOCUMENTS

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

9. WORK ORDER:

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

10. CONTRACT DOCUMENT:

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

11. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall furnish EMD of Rs 60,000/- (Rupees Sixty thousand only) in the form of Demand Draft / Banker's Cheque / Pay Order drawn in favour of SBI Infra Management Solutions Pvt. Ltd., payable at Mumbai. No tender shall be considered unless the EMD is so deposited in the required form along with the tender.

No interest shall be paid on EMD.

The EMD of the unsuccessful tenderer shall be returned within 30 days without interest after the decision to award the work is taken.
All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted.

12. FORFEITURE OF EMD:

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

a. Security Deposit is not submitted within the stipulated time;
b. Additional security deposit, if any, is not submitted as per tender provisions
c. Agreement is not entered within stipulated time;
d. If the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or
e. The tender is accepted by the Employer but the contractor fails to enter into a formal agreement or
f. Fails to commence the work within the stipulated time.
g. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract
h. Minimum Wages are quoted in the Price Bid below the wages specified by the Central Government (Chief Labour Commissioner, Ministry of Labour & Employment, New Delhi).

13.1 SECURITY DEPOSIT:

i. The successful bidder should submit a Security Deposit for 5% of awarded Annual contract value in the form of FDR/TDR issued by any Nationalised Bank in favour of “SBI Infra Management Solutions Pvt. Ltd. A/c M/s ……. (Name of the Contractor firm)” payable at Mumbai within fourteen days from the date of acceptance of the tender for due performance of the Contract.

ii. The contractor may choose to deposit the prescribed Security Deposit by way of Bank Guarantee issued by a Scheduled Commercial Bank in India other than SBI in the format approved/provided by the SBIIMS. The Bank Guarantee should be valid for initial contract period of 1 (One) year from the date of commencement of contract. The bank guarantee should also contain a claim period of three months from the last date of validity. The BG shall be further renewed on yearly basis subject to renewal of the contract by the SBIIMS.

iii. No interest shall be paid to the amount retained by the Bank as Security Deposit.

13.2 ADDITIONAL SECURITY DEPOSIT (ASD):

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfillment of contract as performance guarantee. Such ASD could be in the form of Bank Fixed Deposit / Bank’s guarantee in the Bank’s name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.
No interest shall be paid to the amount retained by the Bank as Security Deposit / Additional Security Deposit.

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

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

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

17. INSURANCE OF WORKS:

- Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank/SBIIMS), a third-party insurance policy in original, issued by any Public-Sector Insurance Company.

- The Policy should be issued in the joint names of Employer and contractor with Employer’s name appearing first. Minimum 5 employee/worker/persons should be covered under the insurance at a time for insured sum of of Rs 5 lac each, for any type of accident / incidence.

- The contractor shall, from time to time, provide documentary evidence as regards payments of premia for all insurance Policies for keeping them valid till the completion of the work.

- Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.

- No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.

- Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBIIMS. Nothing extra shall be payable on this account.
18. ASSIGNMENT, SUBLETTING AND CONTRACTOR’S SUPERINTENDENCE:

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

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

19. PROTECTION OF WORKS AND PROPERTY:

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

The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Employer and the contractor.

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

20. CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

- Schedule of major equipment to be kept at site should be attached:
- The list of major equipments to be deployed by the contractor should be enclosed.
- The equipments to be kept on site should be absolutely new and the contractor should submit the copies of the purchase bills to Bank.
- The contractor should ensure that the equipment provided on site are functioning at all times.

21. WAGES TO BE PAID:

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

The payment will be made as per actual manpower deployed for the catering works and on satisfactory completion of the work and on submission of the bill.
All payments by the Bank under this contract will be made only at Mumbai in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.

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

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

The rate quoted shall be inclusive of bonus, house rent allowance, Employees provident fund, overtime, conveyance, food expenses etc. and the Employer shall not be responsible for any payment towards the above components.

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

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

Please note that all the above components should be necessarily present in the pay structures to be adopted/paid to all the categories of staff viz. Facility manager, Manager, Supervisors, attendants (both male and female). The contractor may like to add any other component as they may desire to the above list to have better staff.

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

22. UNIFORM:

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

   a. Neither any advance nor any loan from any bank or financial institution shall be recommended on the basis of Work Order or Award of work.

   b. The bidder who is awarded the contract shall submit the bills for the services rendered only at the end of each month / last day of every month to the Manager (Mess), who shall arrange for scrutiny of the bills and if found in order, certify for payment along with the certificate to the extent that all the equipment supplied by the Bank are well maintained and are in order. The payments shall be made within one week from the date of certification, subject to the condition that the Bidder has cleared all his statutory dues, viz., Labour Payments, as required to be paid by him.

   c. The charges in respect of food served to SBI staff shall be paid at the approved rates in respect of subsidised meals only. The Bidder shall be paid catering charges only in respect of SBI staff who avail the dining room facility on presentation of the relevant coupon. If any person consumes any extra item(s) in addition to normal food/plate, the cost of extra item(s) may be recovered from the persons consuming them directly by the Bidder.

   d. The coupons shall be of two types viz. (a) SBI Staff {(i) Veg.Lunch (ii) Non-Veg Lunch} and (b) non-SBI staff.

   e. The Bidder shall arrange for printing and issue of coupons. The cost of the SBI Staff coupons will be reimbursed by the Bank.

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

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

26. ADDITIONAL WORK:

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

27. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

   The Contractor shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Employer as and when required by the Employer. The contractor shall produce all the relevant statutory documents for inspection by the Employer and the government authorities.
The contractor shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and/or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

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

28. OTHER COMPLIANCES:

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

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

29. LOCAL LAWS, ACTS, REGULATIONS

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

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947
The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.

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

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

30. CONTRACT PERIOD:

- The work shall be awarded for an initial period of one year from the date of commencement of the work subject to its renewal maximum for two similar terms on expiry of the current contract period, within sole discretion of the Bank / SBIIMS, on the same terms and conditions subject to satisfactory performance of the Contractor.
- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month’s notice in writing to winding up.

31. DISMISSAL OF WORKMEN:

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

32. TECHNICAL AUDIT / SCRUTINY:

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

The Contractor shall maintain and provide comprehensive logbook reflecting details of daily record of contracted activity carried out in all units of the buildings.

34. INSPECTION BY EMPLOYER:

- **General**

  - The Employer shall have the right to inspect at all times any tools, instruments, materials or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.

- **Rejection of work and Equipment**

  - The Employer shall have the right to condemn any or all tools, instruments, materials, equipment or work which does not confirm to the specifications.

  - The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any crockery, kitchen equipment, light fixtures, furniture, tiles, mirror, glass, any other fittings/fixtures provided in the building by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the SBIIMS/SBI shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

35. REPORTING AND RECORD KEEPING:

- **Management reporting and process reviews**

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

- **Operating Meetings**

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

- **Performance Review Meeting**

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

- **Quality Assurance**

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

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

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

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

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

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

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

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

37. ACCIDENTS:

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

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

(a) SBI on the recommendation of SBIIMS shall be at liberty to terminate the contract by issuing one month’s notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.

(b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the SBIIMS/State Bank of India shall have the right to terminate the contract forthwith with one month’s notice and rearrange the work through other agencies at Contractor’s risk, cost and consequences and under such circumstances, the security deposit, including additional security deposit, if any, paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

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

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

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

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

The contractor shall adopt all fire safety measures.

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

The contractor shall be held responsible for any violation of statutory regulations local, state or central and SBIIMS/SBI instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor’s or agency’s. Cost of damages if any, to life and property arising out of such violation of statutory regulations and SBIIMS/SBI instructions shall be borne by the contractor.

40. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per Annexure-14 before starting the work, indemnifying the SBIIMS / SBI from any damages, prosecution,
other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, no following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.

- In case of any damage to property by the contractor, SBIIMS / SBI shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBIIMS / SBI shall be binding on the Contractor.

- In the event of any damage to the loose furniture, interiors, computers and such other equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.

- If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBI/SBIIMS after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI/SBIIMS official, the SBIIMS shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.

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

41. SETTLEMENT OF DISPUTES AND ARBITRATION:

- Resolution of dispute: In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

- Arbitration: Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in Mumbai and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.

- Applicable Laws: The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

- Jurisdiction: All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

- Saving clause: No suits, prosecution or any legal proceedings shall lie against the State Bank of India, Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of tender.
42. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

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

43. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

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

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

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

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

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

44. PRICES:

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

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

i) If the contractor being an individual or if firm, any partner in the contractor’s firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.

iii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBIIMS/SBI and provided also that the contractor shall be liable to pay the SBIIMS/SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

46. CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.

- Any effort by the tenderer to influence the SBIIMS/SBI in the SBIIMS/SBI’s bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer’s bid.

47. CORRUPT OR FRAUDULENT PRACTICES:

- The SBIIMS/SBI as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.

- Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of SBIIMS/SBI and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBIIMS/SBI of the benefits of free and open competition.
“Collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBIIMS/SBI, designed to establish tender prices at artificial, non-competitive level; and.

“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.

The SBIIMS/SBI will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.

The SBIIMS/SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

48. PENALTIES / LIQUIDATED DAMAGES:

- Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the Bank/SBIIMS, the Contractor shall be penalized up to 5% deduction in the monthly bills.

- The Bank has in place a system whereby the Menu Committee would give ratings on various parameters including food quality, service, cleanliness etc. on a 50 point scale. The Bidder should monitor quality of food and service so that a minimum quality is ensured.

- Fortnight Report of Canteen Committee

<table>
<thead>
<tr>
<th>Norms</th>
<th>Total Marks</th>
<th>Marks Acquired</th>
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</thead>
<tbody>
<tr>
<td>Cleanliness of Kitchen, Dining area, Staff</td>
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<td></td>
</tr>
<tr>
<td>Quality of Raw Material</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Quality of Lunch</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Quality and Quantity of Tea/Coffee, Snacks and Breakfast</td>
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<td></td>
</tr>
<tr>
<td>Quality of Service</td>
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<td></td>
</tr>
<tr>
<td>Quantity of Lunch</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>Suggestions</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
• The Bank shall levy penalty to the Bidder if the rating falls below the acceptable level as detailed hereunder:

<table>
<thead>
<tr>
<th>Monthly average rating given by the Mess Committee</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Below 30</td>
<td>Up to 10% on the total monthly bill amount paid by the Bank</td>
</tr>
<tr>
<td>Rating between 30 and 40</td>
<td>Up to 5% on the total monthly bill amount paid by the Bank.</td>
</tr>
<tr>
<td>Above 40</td>
<td>Nil</td>
</tr>
</tbody>
</table>

49. PRICE VARIATION CLAUSE:

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

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

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

50. VALIDITY OF CONTRACT:

The contract, if awarded shall be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period of one-year subject to satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc., the SBIIMS shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-paneling your firm etc. solely at the discretion of the SBIIMS/SBI.

51. ASSIGNMENT AND SUBLETTING:

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

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

i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.

ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI).

iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee, if sexual harassment/violence by the employee of the contractor is proved.

iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

53. NON-DISCLOSURE:

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

1. The Catering Contract / Arrangement in the event of the contract being awarded, among other usual conditions, shall also be subject to the following special terms and conditions:

i) The Bidder shall arrange for catering services of lunch on a daily basis for 125 personnel (approximately, daily numbers may vary) at 2nd Floor, The Arcade, World Trade Centre & for 120 personnel (approximately, daily numbers may vary) at 21st Floor, Maker Tower, “E”, Cuffe Parade, Stressed Assets Resolution Group, State Bank Of India, Corporate Centre, Mumbai-05 and weekly lunches for 40 personnel (approximately) for meetings. The average numbers may vary in all instances.

ii) The Bidder shall also arrange to supply tea / coffee at workstations of SBI staff working at World Trade Centre and Maker Tower premises.

iii) No cooking / heating on open flame shall be allowed in the Bank premises except with the aid of electrical cooking appliances.

iv) The TDS, if applicable, will be deducted by the Bank at the time of payment of invoices.

2. The World Trade Centre and Maker Tower premises have several meetings which are organised in the various Conference / Meeting Rooms located in the respective premises. The Bidder is expected to provide catering service which includes service of tea, coffee, juice, snacks, lunch, etc.

3. In the dining halls, all the meals shall be served at the serving station. Sufficient stewards and waiters have to be made available for smooth service.

4. The Bidder shall ensure that his staff do not demand or accept tips for the services rendered by them. The Bank does not permit tipping.

5. All meals are served in the Dining Halls (including VIP / Executive Lunch Halls). Normally, no meals are served at the workstations (except for Top Executives and under extraordinary circumstances e.g. to physically challenged employees and in emergencies).

6. The food must cater to both North Indian and South Indian tastes as well as have regional representation from different states on different days. Separate menu items with separate counters may be provided for North Indian / South Indian / Continental dishes at each meal.

7. The Bidder will have to provide variety of seasonal fruits and juices.

8. Bank will have the right to inspect the Bidder’s office/center where he is preparing the food to check whether proper hygiene is maintained on a regular basis during the period of the contract.

9. Trained cooks with experience of cooking North Indian / South Indian / Continental Food should be engaged.
10. The Bidder shall not serve food to anyone who is not a State Bank employee, outsourced vendor personnel or bona fide guest. The cost of food served to any person other than SBI staff should be recovered by the Bidder from them directly and the Bank shall not bear any responsibility on this count.

11. The food must be served fresh, warm/hot as the case may be. No leftover cooked food shall be served in any subsequent meal. No artificial colouring agent shall be added to any of the food items.

12. The food cooked should be sufficient. If any SBI staff is unable to get food due to insufficient quantity cooked, the Bidder shall have to make immediate alternate arrangements.

13. Non-Vegetarian dishes would be supplied on days mentioned in Scope of Work as well as Price Bid. Eggs shall not be considered as a substitute for chicken, mutton and fish. A separate section in the kitchen of the Vendor for the preparation of non-vegetarian food is preferred.

14. The Bidder shall arrange to display day's menu every morning on the Notice Boards provided in the canteens and strictly adhere to the menu so displayed. The Bidder should rotate the daily menu on a weekly cycle as approved by the Mess Committee.

15. The Bank shall provide the Bidder all the articles/equipment for use in the Mess Kitchen at both the premises. The Bidder shall take care of the said articles / equipment as a bailee, in terms of the Indian Contract Act and return them in good working order and condition to the Bank on or earlier termination of contract. The Bidder shall be liable to reimburse the loss/damage of such articles/equipment. In the event of any default by the Bidder, the Mess Committee shall have the right to deduct from the Security Deposit, including additional security deposit, if any, of the Bidder, the amount/cost of such loss/damage, that may be determined by the Bank and the decision of the Bank in this behalf shall be final and binding on the Bidders.

16. The daily and periodical maintenance and service of all articles/ equipment shall be the responsibility of the Bidder. The cost of replacement / repair and servicing of all equipment shall be borne by the Bank during the currency of the contract.

17. Bidder should ensure proper cleaning and maintenance of utensils like plate, spoon, glass etc.

18. Maintenance of offsite kitchen, onsite kitchen, dining halls and cleaning & washing areas will be the responsibility of the bidder.

19. All the raw materials, packaged food items and masalas used in preparation of food products should be certified FSSAI / AGMARK / ISI, wherever applicable, and / or as per the brand names/others specified by the Mess Committee. The bidder should specify brand for the following food items:
ITEM | BRAND
--- | ---
Tea | Girnar / Brooke Bond / Lipton / Society / Tata or equivalent
Instant Coffee | Nescafe / BRU or equivalent
Filter Coffee | MR / Girnar or equivalent
Mineral Water | Bisleri / Aquafina or equivalent
Butter | Amul / Mother’s Dairy / Nutrela or equivalent
Oil | Saffola / Fortune / Sweekar / Gemini or equivalent
Biscuits | Parle / Britannia / Sunfeast
Spices | Certified by FSSAI / ISI / AGMARK

20. Vegetables, fruits, other perishables, dry foods and other raw materials should be of high quality and be procured from reputed dealers/shops. The Bidder shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including its transportation to the place of delivery.

21. The Bidder shall arrange for periodic microbiological test of food items at the Bidder’s cost and the reports shall be shared with the Bank. If the Bidder fails to do so, the Bank shall arrange for such tests and shall recover the cost from the Bidder.

22. The perishable items like vegetables, milk products/sweet, meats, etc. should normally be purchased on the day required. These may, at the most, be purchased on the previous evening only to the extent they can be stored in the refrigerator. Non-vegetarian items procured a day in advance must be stored at suitable temperatures in the deep freezes provided by the Bank.

23. The Bidder shall engage the services of sufficient number of able, efficient, clean, healthy, honest, well-behaved and skilled persons including qualified kitchen staff for cooking vegetarian, non-vegetarian, both South and North Indian and other continental delicacies and for rendering hospitality and catering services in relation thereto. Fidelity and good character of employees engaged by the Bidder shall be the Bidder’s responsibility.

24. The Bidder shall designate Mess Supervisors or Mess Managers at each of the premises. A competent person with minimum of five year experience should be appointed. The Mess Supervisors / Managers appointed by the Bidder should be available all the time during the production and service of food items at the Bank.

25. The Bidder should render catering services at his cost and shall be responsible for the good conduct and performance on the part of his personnel and the Bidder shall be deemed, for all legal and contractual purposes, as the employer of the said persons engaged by him and such persons shall not have any claim for employment in the Bank now or at a future date. The Bidder should obtain an undertaking from his employees to this effect.

26. The Bidder shall be responsible for training, allotment of duties and timings to his personnel in the kitchen and dining room and at other places connected with the catering services.

27. The Bidder shall provide proper uniforms with name badges and company logo to all his personnel and ensure their cleanliness and upkeep. Separate uniforms need to be
provided for different categories of staff viz. cooks, helpers, servers, supervisors, waiters, cleaners, etc. The uniforms should be clean and well turned out at all times.

28. The Bidder shall have to arrange periodic medical check-up of its employees and share the reports with the Stressed Assets Resolution Group, State Bank of India, Corporate Centre, Mumbai-05.

29. The Bidder shall, before commencement of the contract, obtain an Insurance Policy with comprehensive third-party liability, to cover the injuries/life of his employees. A copy of the same shall be submitted to the Bank.

30. The Bidder shall ensure that all / any employee(s) showing any fever or symptom of any contagious / communicable disease shall be immediately quarantined and not allowed to come in contact with the food chain or other food handlers until they get a fitness certificate from the Bank’s approved doctor.

31. Cleanliness and hygiene is of utmost importance. The kitchen must be washed, cleaned, disinfected and kept spic and span at all times. The Bidder should arrange for proper and frequent up keep of the Dining Hall, kitchen area, common area in the floor, adjacent area outside the kitchen and washing area. This will also be required to be done immediately after any service is rendered. The Bidder should ultimately ensure that the entire premises are kept hygienic and clean. Preventive pest control measures shall be done by the Bank at regular intervals. The Bidder should promptly report any signs of pest infestation(s) immediately to the Bank.

32. The Bidder should adopt modern and hygienic practices at the off-site kitchen. Bidder should ensure that tables (and not floor) should be used for kitchen work. Synthetic/marble cutting boards and stainless-steel knives should be used for cutting vegetables. Bidder should arrange for providing proper cover for wastages besides proper and regular disposal of garbage.

33. The Bidder shall devote his personal attention to the work of purchases, preparation and service and shall discharge his obligations under the arrangement most diligently, efficiently and honestly.

34. The Bidder or his employees shall not use the Bank premises provided to him for any purpose other than for the purposes of preparation, storing and servicing and shall not act in any manner so as to cause any nuisance or annoyance or disturbance to the Bank or the personnel employed at the Bank.

35. The Bidder shall at all times during the currency of the contract comply with and observe all directions and instructions which may be given by the Bank.

36. The Bidder shall bear all costs and expenses and stamp duty in respect of all documents that may be entered into with the Bank.

37. The Bidder shall alone bear all taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State / Central Government(s) or any local body or authority for and in connection with the rendering of catering services. The Bank may, at its discretion, ask the Bidder to produce receipts of such payments effected by him.
38. All taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement shall be set-off against the bills raised by the Bidder and paid to the respective department or authorities as may be required under law and the Bidder shall have no claim against the Bank in respect of such payments.

39. The Bidder shall be asked to do special catering assignments from time to time, for special occasions for which additional payment shall be involved. These shall be negotiated on a case to case basis.

40. The Bidder shall not engage sub-contractors for the purpose of fulfilment of this contract.

41. The performance of Bidder would be assessed and monitored by the Bank at periodical interval with or without the assistance of external expertise (catering consultants) as may be decided by Stressed Assets Resolution Group, State Bank Of India, Corporate Centre, Mumbai-05. The Bidder shall comply with such observations/feedback made and furnished for improvement of the services by him.

42. If the Bidder assigns or sublets the catering services without the written approval of the Bank, the Bank shall be at liberty and at its discretion to terminate the contract without any further notice.

43. In the event of Bidder being a partnership firm, the catering contract has to be executed as per terms of partnership deed which is registered as per law and if need be, the Bank can insist for execution of contract by all the partners. In the case of a body corporate, all formalities required under the Companies Act currently in force must be complied with by the Bidder.

44. All questions relating to the performance of the obligations under this agreement and to the quality of ingredients used in preparing the food and beverages and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Mess Monitoring Committee / Manager (Mess) whose decision shall be final, conclusive and binding on the Bidder.

45. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank shall not prejudice its rights under the contract.
SCOPE OF SERVICES

Details of Premises:

1. Stressed Assets Resolution Group, Corporate Centre, 2nd Floor, The Arcade, World Trade Centre, Cuffe Parade, Mumbai-400 005 &
2. Stressed Assets Resolution Group, Corporate Centre, 21st Floor, Maker Tower “E”, Cuffe Parade, Mumbai-400 005

To provide catering services to approximately 245 personnel of SARG Department, Corporate Centre Mumbai, at Maker Tower premises & World Trade Centre premises, as detailed hereunder. (As of now, on an average 150-160 officials avail the facility of Canteen).

<table>
<thead>
<tr>
<th>SARG</th>
<th>CGM</th>
<th>GM</th>
<th>DGM</th>
<th>OTHER OFFICERS</th>
<th>AWARD STAFF</th>
<th>TOTAL</th>
<th>AVERAGE NO. OF LUNCHES PER DAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAKER TOWER</td>
<td>3</td>
<td>8</td>
<td>2</td>
<td>104</td>
<td>8</td>
<td>125</td>
<td>110</td>
</tr>
<tr>
<td>WTC</td>
<td>1</td>
<td>2</td>
<td>10</td>
<td>99</td>
<td>8</td>
<td>120</td>
<td>50</td>
</tr>
<tr>
<td>TOTAL NO. OF STAFF AT BOTH CENTRES</td>
<td>245</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>160</td>
<td></td>
</tr>
</tbody>
</table>

1. The brief details of scopes of services are mentioned below:
I. MENU FOR CATEGORY – 1 – DAILY LUNCH

FOR SCALE - I TO VIII AT SARG Department, Corporate Centre, Mumbai, situated at 21st Floor, Maker Tower and 2nd floor of World Trade Centre premises.

(TIME: 12:45 PM TO 03:00 PM)

- Vegetable Soups: 100 ml to be provided daily along with lunch (compulsory)

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Vegetarian Lunch</th>
<th>Non -Vegetarian Lunch</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Plain rice /Vegetable Pulao / Vegetable Biryani / Veg Fried Rice/ Khichdi with Kadhi, etc.</td>
<td>Plain Rice/Vegetable Pulao / Vegetable Biryani / Veg Fried Rice/ Khichdi with Kadhi, etc.</td>
</tr>
<tr>
<td>2</td>
<td>One Special Paneer gravy/any other Special Sabji (Limited)</td>
<td>Egg /Mutton /Fish /Chicken (Limited) on Monday’s, Wednesday’s &amp; Friday’s(3 days in a week)</td>
</tr>
<tr>
<td>3</td>
<td>One Common Vegetable (Dry / Semi Gravy)</td>
<td>One Common Vegetable (Dry / Semi Gravy)</td>
</tr>
<tr>
<td>5</td>
<td>Curd or Raita</td>
<td>Curd or Raita</td>
</tr>
<tr>
<td>6</td>
<td>Puri/Paratha/Chapati Diameter not less than 6”</td>
<td>Puri/Paratha/Chapati Diameter not less than 6”</td>
</tr>
<tr>
<td>7</td>
<td>Papad Fried (Diameter not less than 5”)</td>
<td>Papad Fried (Diameter not less than 5”)</td>
</tr>
<tr>
<td>8</td>
<td>Pickle and Salad (Radish/Tomato/Onion/Cucumber/Carrot)/Chutney/Fried Dahi Mirchi</td>
<td>Pickle and Salad (Radish/Tomato/Onion/Cucumber/Carrot)/Chutney/Fried Dahi Mirchi</td>
</tr>
<tr>
<td>9</td>
<td>Indian Sweets/ Branded Ice -Cream / Pudding/ Mix Fruit (4 Variety)</td>
<td>Indian Sweets/ Branded Ice -Cream / Pudding/ Mix Fruit (4 Variety)</td>
</tr>
</tbody>
</table>

NOTE:

- Egg Curry on every Monday, Fish/Chicken/Mutton on Wednesday and Friday.
- For bread preparation: Fresh Bread of Wibs/Britannia, Fresh Butter of Amul/Britannia/Mother Dairy.
- Please note that the lunches served on Saturday may be with either regular vegetarian lunch as above or Soup & Snacks items like Pav-Bhaji, Medu-Vada, Uppuma, Poha, Sev, Variety Rice, Sambar, Chutney or Steamed Items like idli, dhokla, aloo paratha, lapsi uppuma etc.
- Chinese menu may be given twice in a month on Wednesday as per the response from the officers.
II. MENU FOR CATEGORY – 2 – (VIP LUNCH) WORKING LUNCHES TO BE SERVED DURING VARIOUS MEETINGS

(TIME: 12:30 PM ONWARDS AND AS & WHEN REQUIRED)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Menu</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(A) Starters:</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Assorted Fruit Juice/Coconut Water with Nuts</td>
</tr>
<tr>
<td>2</td>
<td>Variety of Soups with assorted bread rolls and butter</td>
</tr>
<tr>
<td>3</td>
<td>One vegetarian starter and one non-vegetarian starter (Boneless Fish)</td>
</tr>
<tr>
<td>4</td>
<td>Sautéed mix vegetables</td>
</tr>
<tr>
<td><strong>(B) Main Course with Desserts:</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Vegetable Pulao / Vegetable Biryani / Veg Fried Rice / Khichdi with Kadhi / Plain Rice (Basmati) etc.</td>
</tr>
<tr>
<td>2</td>
<td>One Dry Veg (no aloo)</td>
</tr>
<tr>
<td>3</td>
<td>One Mix Vegetable (Semi Gravy)</td>
</tr>
<tr>
<td>4</td>
<td>Dal Fry / Dal Makhani / Palak Dal / Dal Maharani / Variety of Dals / Sambar</td>
</tr>
<tr>
<td>5</td>
<td>Paneer Gravy</td>
</tr>
<tr>
<td>6</td>
<td>Curd {Amul/Nestle/Dadoni/ Mother dairy} or Dahi vada / Raita</td>
</tr>
<tr>
<td>7</td>
<td>One South Indian Vegetable like French beans / Foogath / Aviyal / Kootu etc. OR Chinese Menu Like Vegetable Noodle / Manchurian / Veg Spring Roll may be substituted at time</td>
</tr>
<tr>
<td>8</td>
<td>Phulka Chapati and Assorted {Methi/Aloo/Gobhi} Paratha / Theplas</td>
</tr>
<tr>
<td>9</td>
<td>Curd Rice, Papad Fried or Baked (Round not less than 5”), Pickle, Green &amp; Imli Chutney, Fried Dahi Mirchi</td>
</tr>
<tr>
<td>10</td>
<td>Indian Sweets like Rasmalai / Rasogulla / Gulab jamun / Rabdi / Jalebi / Misti Dahi / Amaras / Shrikant / Basundi etc.</td>
</tr>
<tr>
<td>11</td>
<td>Puddings like soufflé / Mousse / Tiramisu etc.</td>
</tr>
<tr>
<td>12</td>
<td>Variety of natural ice creams</td>
</tr>
<tr>
<td>13</td>
<td>Fresh cut Fruits. Minimum 5 varieties (Banana / Orange / Papaya / Watermelon / Musk Melon / Mango / Pineapple / Grapes / Sapota)</td>
</tr>
<tr>
<td>14</td>
<td>Salad / Paan (Sweet &amp; Plain) &amp; Mixed seeds mukhwas, sounf, clove, caradomam, flaxseeds</td>
</tr>
</tbody>
</table>

**NOTE:**
- The average number of VIP events held per month is one.
- The average number of VIP Lunches to be served at each instance: 40 to 50 persons. However, the actual number may vary at each instance.
- Non-Vegetarian (Main Course): Boneless Fish / Chicken Preparation (Non-Fried).
- Both Vegetarian and Non-Vegetarian items should be available on all days as per the requirements in the order made by the Bank under this category.
### III. PROVIDING MORNING & EVENING SNACKS AT MAKER TOWER & WORLD TRADE CENTRE

**LIST OF ITEMS & PRICE BAND**

<table>
<thead>
<tr>
<th>SR NO</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>RATE (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td><strong>Morning Snacks (Two of the undernoted items each day in morning other than tea &amp; Coffee)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Tea</td>
<td>1</td>
<td>Cup</td>
<td>7.00</td>
</tr>
<tr>
<td>2</td>
<td>Poha</td>
<td>1</td>
<td>Package</td>
<td>20.00</td>
</tr>
<tr>
<td>3</td>
<td>Upma</td>
<td>1</td>
<td>Package</td>
<td>20.00</td>
</tr>
<tr>
<td>4</td>
<td>Idli sambar</td>
<td>2</td>
<td>Pcs</td>
<td>20.00</td>
</tr>
<tr>
<td>5</td>
<td>Stuffed paratha</td>
<td>1</td>
<td>Pc</td>
<td>20.00</td>
</tr>
<tr>
<td>6</td>
<td>Sabudhana Khichdi</td>
<td>1</td>
<td>Small plate</td>
<td>20.00</td>
</tr>
<tr>
<td>7</td>
<td>Missal &amp; Two pavs</td>
<td>1</td>
<td>Plate</td>
<td>20.00</td>
</tr>
<tr>
<td>8</td>
<td>Uthappam</td>
<td>1</td>
<td>Pc</td>
<td>20.00</td>
</tr>
<tr>
<td>(2)</td>
<td><strong>Evening Snacks (Two of the undernoted items each day in the evening other than tea &amp; coffee)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Tea</td>
<td>1</td>
<td>Cup</td>
<td>7.00</td>
</tr>
<tr>
<td>2</td>
<td>Coffee</td>
<td>1</td>
<td>Cup</td>
<td>10.00</td>
</tr>
<tr>
<td>3</td>
<td>Masala Bel</td>
<td>1</td>
<td>Package</td>
<td>20.00</td>
</tr>
<tr>
<td>4</td>
<td>Chana/Moong/Corn chat</td>
<td>1</td>
<td>Package</td>
<td>20.00</td>
</tr>
<tr>
<td>5</td>
<td>Ragda pur/Sev Puri</td>
<td>1</td>
<td>Plate</td>
<td>20.00</td>
</tr>
<tr>
<td>6</td>
<td>Gujrathi Kachori</td>
<td>1</td>
<td>Pc</td>
<td>20.00</td>
</tr>
<tr>
<td>7</td>
<td>Samosa pav/Vada pav</td>
<td>1</td>
<td>Pc</td>
<td>20.00</td>
</tr>
<tr>
<td>8</td>
<td>Dahi vada</td>
<td>1</td>
<td>Plate</td>
<td>20.00</td>
</tr>
<tr>
<td>9</td>
<td>Mixed Fruit plate</td>
<td>1</td>
<td>Plate</td>
<td>20.00</td>
</tr>
</tbody>
</table>

**Note:**
The average number of Attendees who are to be served with Snacks at each instance:
(i) On each working day, the approximate average number of staff who have to be served with
(a) Two number of Morning Snacks: 90 at Maker Tower & 30 at World trade Centre (daily average number of staff)
   (However, every staff will avail one of the two snacks available)
(b) Two number of Evening Snacks: 105 at maker Tower & 65 at world trade Centre premises (daily average number of staff)
   (However, every staff will avail one of the two snacks available)
(ii) Time period for Morning Snacks: ___ 9.45 am to 10.30 A.M
(iii) Time period for Evening Snacks: ___ 5.30 pm to 6.15 P.M
III. CATERING SCHEDULE DURING BASIC MEETINGS

<table>
<thead>
<tr>
<th>Snack @ 11.00 AM</th>
<th>Green Tea, Lemon Tea, Milk Tea, Coffee plus dry fruits (3 Almonds + 1 Walnut + 1 Anjeer) in a small bowl</th>
</tr>
</thead>
</table>
| If meeting extends | ➢ 1 piece of Khakra or 2 pieces of Lavash Sticks  
➢ One Snack (Idli / White / Yellow Dhokla with Coriander Chutney or Samosa with Chutney)  
➢ Coconut water / butter milk |

**NOTE:**
➢ The average number of Meetings held per month:
  a) At WTC: 50 Meetings per month with average number of participants at 12.  
  b) At Maker Tower: 140 Meetings per month with average number of participants at 25.  
➢ However, the actual number of participants may vary at each instance.

V. PROVIDING TEA & SNACKS AT MAKER TOWER & WORLD TRADE CENTRE DURING MEETINGS

(As & when required)

(PRICE SCHEDULE)

<table>
<thead>
<tr>
<th>SR NO</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>RATE (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Nes Cofee/Filter Coffee</td>
<td>1</td>
<td>Cup</td>
<td>12.00</td>
</tr>
<tr>
<td>2</td>
<td>Tea Variants(Green/lemon/Tulsi/Kawa/Darjeeling etc.)</td>
<td>1</td>
<td>Cup</td>
<td>10.00</td>
</tr>
<tr>
<td>3</td>
<td>Masala Tea</td>
<td>1</td>
<td>Cup</td>
<td>12.00</td>
</tr>
<tr>
<td>4</td>
<td>2 Cookies (Branded-Britania/Parle/Unibic)</td>
<td>1</td>
<td>Plate</td>
<td>5.00</td>
</tr>
<tr>
<td>5</td>
<td>3 Biscuits (Branded-Britania/Parle/Unibic)</td>
<td>1</td>
<td>Plate</td>
<td>5.00</td>
</tr>
<tr>
<td>6</td>
<td>Fresh juice (Per Glass-200 ml)</td>
<td>1</td>
<td>Glass</td>
<td>40.00</td>
</tr>
<tr>
<td>7</td>
<td>Coconut Water (Per Glass-200 ml)</td>
<td>1</td>
<td>Glass</td>
<td>40.00</td>
</tr>
<tr>
<td>8</td>
<td>Green Tea /Lemon Tea/Milk Tea/Coffee plus dry fruits(3 Almonds+1 Walnut+1 Anjeer/Apricot) in small bowl</td>
<td>1</td>
<td>Package</td>
<td>42.00</td>
</tr>
<tr>
<td>9</td>
<td>(One Sweet/1 pc Til/Groundnut/Rajgira Chikki)and 1pc of Anjeer/Dried apricot</td>
<td>1</td>
<td>Package</td>
<td>21.00</td>
</tr>
<tr>
<td>10</td>
<td>One pc of Khakra or 2 pcs of Lavash sticks</td>
<td>1</td>
<td>Package</td>
<td>5.00</td>
</tr>
<tr>
<td>11</td>
<td>One snack (Idli/white/Yellow Dhokla with coriander chutney or samosa with chutney)</td>
<td>1</td>
<td>Pcs</td>
<td>20.00</td>
</tr>
</tbody>
</table>

**IMPORTANT:** All Cooking media / ingredients i.e. cooking oil, spices, flour used for the preparation of the food should be of approved brand / AGMARK/FSSAI certified only as per samples / brands approved by SBI/SBI
2. The bidders are advised to ensure compliance of the following while quoting the rates:

   a. The rate of the food items mentioned above are fixed for initial contract period of one year and the same shall be decided mutually between the Bank and contractor during subsequent renewal, if any, based on the rates approved by the Bank in other offices.

   b. The bidder will arrange paper napkins, salt, pepper, pickle, chilies, saunf, sugar, etc. during lunch / dinner on daily basis.

   c. All grocery items required for the Menu items shall be of standard approved brands as well as quality.

   d. Bank shall provide necessary infrastructures like crockery, utensils, refrigerator etc. The infrastructures provided by the Bank should not be used for any private ceremonies. Any misuse of Bank's infrastructure by the contractor may result in imposition of liquidated damages, invocation of Bank Guarantee and/or termination of contract.

   e. Menu items of food services shall be subject to the random inspections/checking by SBI/SBIIMS officials for quality and quantity. In case of any deviation, a penalty of Rs.5000/- per instance will be levied and recovered from the Bills/dues of vendor. In case, more than 5 such instances are recorded during the contract period, the SBIIMS/SBI may debar the vendor from participation in future tenders.

   f. Medical fitness certificate for the staff working in the kitchen needs to be submitted on quarterly basis.

   g. The bidder will submit their claims toward reimbursement of Bank's contribution on account of Lunch/dinner etc. supplied during VIP / Working Lunches along with monthly claims for other charges.

   h. Wherever various appliance / accessories for the Dining Hall are arranged by the SBI, it shall be responsibility of the bidder to maintain the same in excellent working conditions including their periodical servicing and repairs.

**MANPOWER REQUIREMENT**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particular</th>
<th>Manpower Category Along with Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supervisors</td>
<td>(Semi-Skilled Category)</td>
</tr>
<tr>
<td></td>
<td>(Two)</td>
<td>➢ HSC Passed and with Minimum 5-year experience in handling Catering services, Supervision and Manpower Handling.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>➢ One each at each premises of SARG at Maker Tower &amp; World Trade Centre.</td>
</tr>
<tr>
<td>2.</td>
<td>Waiters</td>
<td>(Unskilled Category)</td>
</tr>
<tr>
<td></td>
<td>(Four)</td>
<td>➢ With Minimum 2 Years' of relevant experience rendering catering service.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>➢ Two each at each premises of SARG at Maker Tower &amp; World Trade Centre.</td>
</tr>
</tbody>
</table>

Note: Wherever the duty hours of the respective Employee/workman mentioned above is exceeding 8 Hours, it will be sole responsibility of the Contractor to ensure relief arrangements and to quote their rates accordingly.
Annexure-11

DRAFT MEMORANDUM OF CONTRACT FOR _________ SERVICES

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

THIS CONTRACT IS ENTERED AT MUMBAI ON THIS …. DAY OF …… 2020 BETWEEN

State Bank of India, a body corporate constituted under the State Bank of India Act, 1955 and having its Corporate Centre at ‘State Bank Bhavan’, Madame Cama Road, Nariman Point, Mumbai-400021, India (“SBI”), acting through its branch/ DEPARTMENT … (hereinafter referred to as the ‘Bank’ which expressions shall include its successor and assigns) of the ONE PART.

AND

M/s. ----- a Proprietorship concern/ Partnership firm / a company registered under the provision of Companies Act 2013 having its registered office at ___ acting through its… {strike off whichever is not relevant to the context} (Hereinafter referred to as the Contractor/ Service Provider) which expressions shall include its successor and assigns) of the OTHER PART

Whereas the SBI Infra Management Services Pvt. Ltd., (SBIIMS) a wholly owned subsidiary of the Bank, having its Head Office at Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai and constituted exclusively for the purpose of handling all Real Estate affairs of the Bank, including Managing & Supervising of Construction/ Interior/ Maintenance / leasing and all other matters, has invited offers / tenders on behalf of Bank from reputed contractors/ service providers for rendering the _____________ services (the Services) at their premises located at ---- vide tender notice dated ----.

Whereas, the contractor / service provider has participated in the tender process / offered their services in pursuance of the tender notice/ offer and after screening of proposals received and completion of due tendering process, the contractor / service provider has been declared as the successful AND accordingly has agreed to render their services for valued consideration.

AND WHEREAS in pursuance to the acceptance of the tender of the contractor / service provider, both parties are desirous to enter into the present contract on the terms and conditions as set forth herein.

The Bank and contractor / service provider are collectively referred to as the “Parties” and are individually referred to as a “Party.” Any reference made to male gender includes female and vice versa.

NOW THAT IN CONSIDERATION OF ABOVE PREMISES, the parties hereby agree as follows

1. That the contractor/ service provider hereby agrees to render the _____________ service, at Bank’s premises located at _____________.

2. It is hereby agreed between the parties that, all the Provisions, Terms and Conditions of the Original Tender Documents, Work Order and correspondence taken place between the parties shall form part and parcel of this agreement and undertakes to abide by the same.

3. The Bank will pay to the contractor/ service provider Rs. ------, subject to rendering the services and delivering goods to satisfaction of the Bank. The Bank reserves its unfettered right to deduct penalty / reduce the payment for the services not rendered / goods not delivered as per the terms of the Tender Document / Work Order and the decision of the Bank will be
The charges payable to the contractor/service provider do not include the Goods & Services Tax, but inclusive of all other taxes/duties/levies, whether existing or levied in future by Central Government or State Government or Local bodies as the case may be.

4. The contract, will be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period of one-year within the sole discretion of the SBIIMS / Bank / SBI subject to satisfactory performance and not be claimed as right of the Contractor / Service Provider. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc., the SBIIMS shall have the right to terminate the contract forthwith at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-paneling the contractor / service provider solely at the discretion of the SBIIMS/SBI.

5. (i) The contractor / service provider has quoted the rates after duly considering the prevalent rates of minimum wages prescribed by the Central / State Government and the rates shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation / price increase, whatsoever will be considered during this period.

(ii) The Bank / SBIIMS may consider renewal of contract for similar two terms on the same terms and conditions and provision contained in Point no. 4 above, except the minimum wages, which shall be considered as per Central Government rates prevailing at material time provided that the services rendered by the vendor are found satisfactory. However, renewal of contract is discretion of the Bank / SBIIMS and the contractor shall have no right to claim for the same.

(iii) No price escalation on account of material components will be allowed during the contract period.

6. All the material used for rendering the services should be of ISI mark produced by reputed brands / or as specified by the Bank in the tender documents and at no point of time the contractor / service provider shall use any substandard products.

7. The contractor will always maintain on his roll sufficient numbers of employees (as indicated in the Tender documents), of able body, medically fit, honest, well behaved, skilled workman and technical and supervisory staff to oversee the work to be carried out by the employees engaged by the contractor / service provider. At no point of time the contractor will employ a person below 18 years and more than 50 years of age for workmen and upto age of 55 years for Supervisors. The contractor undertakes to get the antecedents of all his employees verified from the police authorities before being deployed at the Bank’s premises and also obtain their proof the identity and residence and provide copies of the same to the Bank. The contractor will be liable to maintain the employee strength on the Bank’s site, considering the absentees / leaves of the employees. The contractor / service provider will provide list of the employees deployed at the site of the Bank with their complete address.

8. The contractor will at his own expense to get the medical examination done of the employees engaged by him, once in a year and retain on record the medical report and the ensure that, the employees deployed at the site of the Bank are not suffering from contagious/virulent diseases. No extra payment will be made by the Bank for conducting such medical examination.
9. The contractor / service provider shall be solely responsible for the good conduct and performance of the employees engaged by him. The contractor will at the request of the Bank remove from Bank’s site any employees engaged by him, who may not be suitable, not trustworthy, incapable to work or who has misbehaved / not been courteous, polite with the Bank employees or customers of the Bank or any other third-party while being present at the Bank’s premises. The contractor will ensure that the employees employed by him, do not report to work under influence of / consume any narcotics / liquors/ psychotropic substances at the Bank’s site.

10. The contractor / service provider will strictly comply with all the labour and such other statutory laws pertaining to the engagement of the employees and the contractor will be solely responsible for the acts of the employees engaged by him. The contractor / service provider will insure the employees engaged by him against risk of occupational hazards / personal injuries.

11. The contractor will be responsible for the employment, training, allocation of duties of the employees engaged by him. The contractor will only have the right to control, give directions and manage the employees engaged by him.

12. The contractor shall maintain Attendance Register and provide New Uniform (with Company’s name badge) and photo ID Card, Safety Shoes, Helmet, Safety Belt, Hand Gloves etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account. The Contractor has to ensure that the employees all the time wear their uniforms, safety equipment and photo id cards while working at the premises of the Bank and also replace the worn-out uniforms / safety equipment as and when deemed necessary.

13. The contractor / services provider will bear all the expenses/ costs, stamp duty, legal fees to be incurred to execute this contract. This contract will be executed in duplicate, the Bank shall retain the original and the contractor shall be provided with a Certified / Notarized copy for their record and reference purpose.

14. The contractor / service provider will bear all taxes/ cesses, levied by Central / State government / local body and payable in respect of rendering the service under this contract.

15. The contractor/ service provider will meet the Premises & Estate Department / officer in charge once in month or at the frequency mutually agreed between the parties to assess the quality of the services rendered by the contractor/ service provider. The contractor shall be duty bound to the carry out the suggestions / observations done by the premises department/ officer in charge. The continuance of the contract will depend upon the satisfactory performance of the service and the Bank exclusively retains the right to terminate this contract in the event the services rendered by the contractor / service provider are found to be non-satisfactory and the decision of the Bank in this regard will be final and binding, without there being incurring any liability and the Bank will also not be responsible for any loss arising out of termination of the present contract.

16. It is aptly made clear that, this contract is for rendering ____________ services and it is not intended or by any means to be construed that the contractor would supply contract labour to the Bank. By this contract, it is not intended to create employer-employee relationship, or a partnership / joint venture between the parties. The persons employed by the contractor will
always be the employees to the contractor and the contractor will make it clear to its employees that they will not have any right to claim service/ permanency in the Bank or salary and benefits available to the employees of the Bank.

17. (i) This contract shall stand terminated by efflux of time or earlier by giving 3 months advance notice by the Contractor of his intention to do so. The Bank may instruct the contractor to continue to render the services till the next contractor/ service provider is appointed by the Bank and contractor / service provider will not be entitled to additional amount for rendering the services during the notice period.

(ii) SBIIMS / Bank shall be at liberty to terminate the contract by issuing one month’s notice to the contractor without assigning any reason whatsoever. The Bank shall not be responsible to consider any claim /compensation whatsoever by Contractor for such premature termination of Contract.

(iii) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract / tender documents / work order by the contractor or abandoning the work, the SBIIMS/State Bank of India shall have the right to terminate the contract forthwith with one month’s notice and rearrange the work through other agencies at Contractor’s risk, cost and consequences and under such circumstances, the security deposit, including additional security deposit, if any, paid by the contractor shall stand forfeited / Bank Guarantee tendered by the Contractor will be invoked, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

(iv) On termination or conclusion of the instant contract, as the case may be, the contractor / service provider will return the machine / equipment provided to him for performance of the obligation under this contract, if any and assist in smooth transition of the service to the next contractor/ service provider appointed by the Bank.

18. The contractor undertakes, accepts and admit the absolute and complete responsibility for the service conditions, claims, damages and other compensations payable to its employees and unequivocally assume responsibility for due compliance with all the requirements of its statutory obligation, duties and responsibilities and liabilities (including insurance policy).

19. (i) Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank/SBIIMS), a third-party insurance policy in original, issued by any Public-Sector Insurance Company and also ensure to pay the premium on time and keep the policies valid during the currency of the contract.

(ii) The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. Minimum 5 employee/worker/persons should be covered under the insurance at a time for insured sum of of Rs 5 lac each, for any type of accident / incidence.

20. After completion of each month the Contractor will submit his bills to the SBIIMS, with copies of the records / registers showing that the contractor has paid the salary to his employees and paid their statutory dues. SBIIMS will scrutinize the bills and if found in order will recommend the Bills to SBI for payment, who in turn will make the payment to the Contractor. No advance payments will be made to the contractors.

21. If there are any complaints or SBIIMS / Bank observes that the quality of the services
rendered by the contractor is sub-standard, not as per terms and conditions mentioned in the tender document, the Bank will have sole right to delete or reduce any items of bills before making payment to the contractor, without assigning any reasons thereof and the decision of the SBIIMS / Bank will be final and binding.

22. In the event the contractor fails / neglects to fulfil his obligations on any day or for number of days, to the satisfaction of the Bank for any reason, whatsoever it may be, the Bank will levy the liquidated damages as per the terms and conditions mentioned in the Tender Documents, this is however without prejudice the right of the SBIIMS / Bank to terminate this contract and also recover further damages from the money payable to the contractor.

23 (i) Any and all disputes controversies and conflicts (disputes) arising out of this contract or in connection with this contract or the performance or non–performance of the right and obligations set forth herein, or breach, termination, invalidity or interpretations thereof shall be referred for arbitration, prior to submitting the disputes to arbitration the both parties shall make all endeavours to settle the dispute(s) through mutual negotiation and discussions. In the event, that the said dispute(s) are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

(ii) The place of arbitration shall be at Mumbai, Maharashtra and the language used in the Arbitration Proceedings shall be in English. Arbitration shall be conducted by a mutually appointed Sole Arbitrator. The sole arbitrator would not be past or present employee of the parties. If the parties are unable to agree upon a sole Arbitrator, each party shall appoint one arbitrator and the two arbitrators so appointed by parties, shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

(iii) The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act 1996 and any amendments thereof. The award shall be enforceable in any court of competent jurisdiction.

(iv) Pending the submission to arbitration and thereafter, the arbitrator or the Arbitral Tribunal render the award or decision, the parties shall, except in the event of termination of this contract or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this contract.

23 (b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the parties to the dispute to appoint another sole arbitrator by mutual consent or the arbitrator appointed by them in terms of provisions of the 23(i).

23(c) The arbitrator may from time-to-time with the consent of all the parties to the reduce / extend the time for making the arbitral award.

23(d) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion arbitrator.

23 (e) Subject as aforesaid, the Arbitration & conciliation Act, 1996, and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
24. The Bank will deduct all the taxes deductible at source and issue a certificate to that effect. Any other taxes which are directly payable by the contractor but not paid by the contractor to the respective department and if such department raises a demand on the Bank to pay such taxes, the Bank will make the payment and deduct the same from the bills payable to the contractor, if any.

25. The contractor/service provider is duty bound to obtain and retain during the currency of this present contract, all the license, clearances, certificates from the appropriate authorities under the Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder required to provide the services to the Bank. The contractor will arduously strive to confirm/comply with the Laws pertaining to Employees Provident Fund, ESIC, Bonus Payment, Payment of Minimum Wages and all other statutory requirements and submit to the Bank copies of the returns filed with the appropriate government authorities evidencing such compliance. In the event, any dispute arises out of the non-compliance on the part of the Contractor, the contractor will have to sort out such disputes at their end, without the Bank incurring any liability thereof. The contractor will display all the charts, notices at the work place which are mandatory as the Contract Labour (Regulation and Abolition) Act 1950.

26. The contractor shall in terms of the provisions of the Section 17, 18 and 19 of Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder will provide the amenities to the employees employed by him. In case the contractor fails/neglects to provide such amenities, the Bank will provide such amenities and cost incurred for providing such amenities will be deducted from the bills payable to the contractor. The contractor will be responsible/liable to maintain all the statutory registers/records and accounts in compliance with all the statutory provision/requirements for providing services to the Bank.

27. In terms of the Contract Labour (Regulation and Abolition) Act 1950 and rule no. 72 and 73 framed thereunder, in case the same is applicable to the contractor, the contractor undertakes to disburse/pay by cheque or by bank transfer the minimum wages payable to its employees only in the presence of the authorised representative of the Bank and also obtain due certification from such authorised representative. Any violation of the aforesaid provisions of the law will entail the termination of the instant contract in addition to such other penal consequences.

28. Notwithstanding anything to the contrary in this contract, the contractor shall not assign its right to any third party to perform any of its obligations hereunder and in the event of such violation, the Bank reserves its right to terminate the present contract without prejudice to its other rights and remedies.

29. Notwithstanding anything contained in the presents, the contractor shall be responsible for the loss caused to the Bank due to theft/pilferage and/or damage the Bank’s property, when in the opinion of the Bank, such loss has been caused due to the acts or omission, negligence, recklessness or any fault which is attributable to the Contractor or its employees/workman engaged by him for rendering the services.

30. If by any act/ordinance/rules or statute prohibits employment of contract labour for the services as envisaged in the presents or otherwise, the present contract shall come to an end forthwith and no compensation whatsoever will be payable to the contractor or his workman/employees.
31. This contract, and the rights and obligations of the Parties, shall be governed by and construed, interpreted and enforced in accordance with the laws of India. Both the parties irrevocably agree that any legal action or proceedings arising out of this contract or in relation to the transactions contemplated herein, may be brought in the Courts at Mumbai having jurisdiction over the matter and both the parties irrevocably undertake submit themselves to the jurisdiction of Courts at Mumbai.

32. No change, deletion, modification, amendment, or supplement to this contract shall be binding upon a Party hereto unless made in writing and signed by duly authorized representatives of both Parties and such changes will form the part of the present contract for all purposes.

33. Any notice required or permitted to be given under this contract shall be in writing and shall be deemed given effective immediately upon the receipt thereof, as evidenced by a written record of delivery. All notices shall be sent on the addresses mentioned hereinabove, unless the parties convey the change in writing to the other.

34. The provisions of this contract shall be severable and, if any provision of this contract is held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof, and the remainder of this contract, disregarding such invalid portion, will continue in full force and effect as if such void provision had not been contained in it.

35. After conclusion / termination of the contract, the contractor will remove its employees / machines deployed at the premises of the Bank and duly hand over the machines / equipment's, if any provided to the contractor to render the services in working condition, subject to normal wear and tear.

36. The contractor do hereby undertake to indemnify and hold harmless SBI and SBIIMS and its employees against any damages, prosecution, other legal suits and claims which may arise terms and conditions of the presents and which is directly arise out of any accident taking place at the site which is directly attributable to non-adherence / negligence of safety norms, not adhering to the standard work procedures and for violating rules and regulations for which the service provider / contractor will be solely responsible.

37. Neither Party will be liable under this contract for any failure of or delay in performance of its obligations hereunder, if performance of the Party is delayed or prevented by acts of God, fire, explosion, war, terrorism, earthquakes, riots, Laws, or other similar causes beyond such Party's control (each, a “Force Majeure Event”), but only to the extent of and during continuance of the Force Majeure Event and only provided such Party, as soon as practicable, gives the other Party written notice of the Force Majeure Event. During the pendency of any Force Majeure Event, the Party affected shall work diligently to perform its obligations hereunder to the extent commercially reasonable.

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

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

i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.

iii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBIIMS/SBI and provided also that the contractor shall be liable to pay the SBIIMS/SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

40. Both Parties hereby represents and warrants that it has all requisite power and authority to enter into and fully perform its obligations under this contract; the execution, delivery and performance of this contract and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite action on the part of each Party; this contract has been duly executed and delivered by such Party; and is an enforceable obligation of such Party except as such enforceability may be limited by bankruptcy, moratorium, insolvency and similar laws affecting the rights and remedies of creditors and obligations of debtors generally and by general principles of equity.

41. The contractor / service provider hereby confirms that he has / they have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender documents, the contents of the present contract and undertakes to abide by the same.

IN WITNESS WHEREOF, both the parties have each caused their respective hand on the present on the date mentioned above.

Witness: -

For State Bank of India

For the Contractor/ Service Provider
LETTER OF DECLARATION

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

The Managing Director & CEO,
SBI Infra Management Solutions Pvt. Ltd,
Head Office,
Ground Floor, Raheja Chamber,
Free press Journal Marg, Nariman Point,
Mumbai 400 021.


Dear Sir,

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

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<th>Description of work</th>
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<tr>
<td>b</td>
<td>Earnest Money</td>
</tr>
<tr>
<td></td>
<td>Rs 60,000/- (Rupees Sixty thousand only)</td>
</tr>
<tr>
<td>c</td>
<td>Validity of Contract</td>
</tr>
<tr>
<td></td>
<td>For an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period subject to satisfactory performance.</td>
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2. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI Infra Management Solutions Pvt. Ltd., the amount mentioned in the said conditions.

3. I/we have deposited Demand Draft / Banker’s Cheque for a sum of **Rs 60,000/- (Rupees Sixty thousand only)** as Earnest Money Deposit with SBI Infra Management Solutions Pvt. Ltd. Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

4. We understand that as per terms of this tender, the SBIIMS may consider accepting our tender in part or whole or may entrust the work of Catering at the proposed premises. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank /
SBIIMS deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in clause 44 of Terms & Conditions of this tender.

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

6. We have read and understood the various provisions / instructions governing the catering services in general and the supply of menu items of food in particular and agree to supply the same at the rates stated in the Technical Bid. We also note that these rates for catering various food Items mentioned in the Price Bid shall remain constant for the initial contract period of one year and for the subsequent periods of renewal, if any, at the rates that may be decided mutually between the Bank and us, based on the rates approved by the Bank in other offices.

7. We, hereby, agree that the Quality and Quantity of the prescribed Menu items of food services at World Trade Centre and Maker Tower Building premises shall be subject to the random/periodic inspections/verification by the SBI/SBIIMS officials. In case of any deviation, we, hereby, authorize SBI/SBIIMS to recover penalty ranging from 5% to 10% on the Monthly bill amount payable by the Bank from our Bills/dues. We further undertake that in case, more than 5 such instances are recorded/reported during the contract period, the SBI/SBIIMS shall be free to debar us from participation in future tenders.

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

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

Signature of the Tenderer  
With Seal
DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
(Site specific format shall be approved by the SBI prior to its execution)

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

B.G. No.____________________     Value Rs._________
Date:

To
The …………………………….
State Bank of India,
………………………….
………………………….

Dear Sir,

Bank Guarantee of Rs _________ towards Security Deposit for the work of providing Catering Services at 2nd Floor, The Arcade, World Trade Centre & 21st Floor, Maker Tower, "E", Cuffe Parade, Stressed Assets Resolution Group, State Bank Of India, Corporate Centre, Mumbai-05

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

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of SBI …………….. and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the “Guarantor” (which expression shall include it successors and assigns) hereby expressly, irrevocably &unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between SBI ……………….. and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to SBI ……………….. immediately any sum claimed by SBI ……………….. under the said contract up to a maximum amount of Rs.____________ (Rupees only).
In case the amount demanded by SBI ..................... is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs................./- (Rupees ...............only).

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

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

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

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI ......

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

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

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

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

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

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

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

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

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

Dated the ............

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

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)
(Banker’s seal)
DRAFT INDEMNITY BOND FORMAT
(Site specific format shall be approved by the SBI prior to its execution)

THIS DEED OF INDEMNITY BOND executed at Mumbai on this _____day of
_______month of year Two Thousand and Eighteen (2018) By M/s ________ duly
represented by proprietor / one of its partners Shri______, aged__________ years, son of
Shri_________________________, residing
at____________________________________________(hereinafter
referred to as “the Contractor”)

In favour of

SBI Infra Management Solutions Pvt. Ltd, a wholly owned subsidiary of State Bank of India,
having its Corporate Office at Nariman Point, Mumbai.

Whereas SBIIMS on behalf of State Bank of India has invited open bid tenders from the
contractors for providing Catering Services at 2nd Floor, The Arcade, World Trade Centre & 21st
Floor, Maker Tower, “E”, Cuffe Parade, Stressed Assets Resolution Group, State Bank Of India,
Corporate Centre, Mumbai-05.

The Contractor has become successful in securing the subject work through competitive
tendering and the work specified in the tender documents has been awarded in favour of
Contractor by SBI Infra Management Solutions Pvt. Ltd vide their letter………………………………………..

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

In consideration of SBI Infra Management Solutions Pvt. Ltd having issued Work Order on
behalf of State Bank of India the above said Contract, the Contractor hereby undertake to
indemnify and keep harmless the SBI Infra Management Solutions Pvt. Ltd-from any damages,
prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to
faulty workmanship and for violating rules and regulations, any possible damage to the building
and members of public in course of execution of the work for which Contractor shall be solely
responsible.

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

Signature of Contractor with seal
The steps involved in making the payment through SB Collect are as under:

1. The Vendor needs to use SBI internet banking site https://www.onlinesbi.com/.
2. Select "SB Collect" from Top Menu, that will lead to the next page:
3. “Proceed” will lead to the next page:
4. Select "All India" in “State of Corporate / Institution” & Select "Commercial Services" in "Type of Corporate / Institution”.
5. “Go” will lead to the next page:
6. Select "SBI Infra Management Solutions" in “Commercial Services Name” and “Submit”.
7. Select “Tender Application Fee” in “Payment Category” and enter the TENDER ID NO.: HOM202003003 (with characters in Uppercase only).
8. The next Page will be ready with few of the Preloaded Tender Details. The Vendor will have to fill up the other fields properly and upon making the payment a receipt will be generated with a Reference No. That is to be submitted along with the Tender Application.

NOTE: Any type of vendor, whether dealing with SBI or other bank can use this SB Collect facility.

Even a contractor not dealing with any bank can use this portal by generating challan suitable for “Cash Deposit” at any SBI branch. The bank charges for cash deposit will be borne by the vendor.
Procedure for payment of Tender Fee through SB Collect payment portal:

The portal link is available in SBI online banking site [https://www.onlinesbi.com/](https://www.onlinesbi.com/).

Select "SB Collect" from Top Menu, that will lead to the next page:

"Proceed" will lead to the next page:
Select "All India" in "State of Corporate / Institution " & Select "Commercial Services" in "Type of Corporate / Institution".

“Go” will lead to the next page:

Select "SBI Infra Management Solutions" in Commercial Services Name and “Submit”
Select “Tender Application Fee” in “Payment Category” and enter the TENDER ID NO.: HOM202003003 (with characters in Uppercase only).

The next Page will be ready with few of the Preloaded Tender Details:
The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No. Submit the printout of the Receipt, along with the Tender Application.