

ANNEXURE-I

STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT INDORE (SBILD)

INVITES TENDERS

THROUGH TENDERING PROCESS

For

**FOR PROVIDING CATERING SERVICES AT STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, 13 -
MANIKBAGH ROAD Indore**

Last date for submission of bids: 3.00 P.M. (IST) on 11.09.2023

Opening of Technical Bids: 3.30 P. M. (IST) on 13.09.2023

THE DIRECTOR

STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT

13 - MANIKBAGH ROAD Indore-452014

0731- 2390300, 2390302

CONTENTS

S. No	Description/ Clause	Page no.
1	Notice Inviting Tender	4
2	Eligibility Criteria	11
3	Technical Bid Evaluation Matrix	14
4	Price Bid Evaluation	17
5	Application Form	18
6	Bio- Data of the Directors /Partners / Key Associates	20
7	Financial Information	21
8	Details of All Similar works	23
9	Similar Projects on Hand- Under Execution or Awards	24
10	Performance Reports for Similar Major Completed works (As referred to in form B)	25
11	Details of Key Technical and Administrative Personnel employed in the Organization. Annexure 7	26
12	Declaration of near Relatives of SBI Employees	27
13	Form of Bankers'/Solvency Certificate from a Scheduled Bank	28
14	Declaration (to be given by the applicant who have downloaded the BOQ Document from the website Annexure 10	29
15	Instruction to the tenderer	30
16	Special Terms and Conditions	62
17	Scope of work/Services	69
18	List of preferred Brands of Items to be used in Catering	73
19	Manpower qualification and experience criteria	76
20	Article of Agreement	77
21	Letter of Declaration	85
22	Indemnity Bond Format	87
23	Format for Price Bid	88

NIT NO	L&D/SBILD- IND/2023-24/01
DATE	21/08/2023

STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, INDORE
13 - MANIKBAGH ROAD Indore-452014

(Technical Bid)

TENDER FOR CATERING SERVICES CONTRACT at STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, 13 - MANIKBAGH ROAD, Indore (Madhya Pradesh)

Name of The Tenderer:

Address:
.....

GSTIN:

NOTICE INVITING TENDER

State Bank Institute of Learning & Development, 13 - MANIKBAGH ROAD Indore-452014 invites tender for providing catering services at SBILD, Indore in two-bid from catering contractors.

***Wherever there is a mention of ‘The Institute’ it will denote State Bank Institute of Learning and Development, Indore (SBILD Indore) and wherever there is a mention of ‘The Bank’, it will denote ‘State Bank of India’. Similarly, wherever there is a mention of ‘Contractor’ or ‘Vendor’ it will denote ‘Service Provider’ or bidder of this Contract.**

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

1	Name of the work	Tender for providing catering services at SBILD, INDORE
2	Earnest Money Deposit (EMD)	Rs.1,00,000.00 (Rupees One Lacs only) in the form of Demand Draft issued by any Nationalized/Scheduled Commercial Bank drawn in favour of “ State Bank Institute of Learning & Development, Indore ” payable at Indore to be sent to Director, State Bank Institute of Learning & Development, 13 - MANIKBAGH ROAD Indore-452014. Please ensure to submit EMD as without EMD the tender will be rejected. This shall be returned after successful completion of the tendering process. No interest shall be payable on the EMD amount by the Bank. EMD will be refunded to all except the successful bidder.
3	Details of issuing department where work has to be carried out.	State Bank Institute of Learning &Development, 13 - MANIKBAGH ROAD Indore-452014
4	Initial Security Deposit (ISD)	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 which is converted/ adjusted as Security Deposit (SD) in the form of FDR issued by any Nationalized/Scheduled

		Bank favouring “ State Bank Institute of Learning & Development ” payable at Indore.
5	Date for Downloading of Tender Document (Technical)	From 21.08.2023 to 11.09.2023 on Bank’s Website: www.sbi.co.in <Procurement News > Bidders to visit Bank’s website for checking any amendments etc. incorporated.
6	Pre-Bid Meeting for clarification from bidders in Pre- Bid meeting	On 28.08.23 at 12.30 noon at SBILD, Indore.
7	Last date and time for receipt of queries through E-Mail	At 5.00 PM on 29.08.2023. No individual communication either written or telephonic shall be provided/ entertained to the Bidder.
8	Date of posting of clarifications on the Bidder’s queries.	31.08.2023 upto 5.30 p.m. All communication regarding points/ queries requiring clarifications shall be given in writing to Director by email: director.sbildindore@sbi.co.in .
9	Last date and time for submission of Technical bid along with EMD and Price BID , and other documents as specified in the tender.	11.09.2023 Up to 3.00 PM FOR TECHNICAL BID AND 11.09.2023 FOR ONLINE PROCE BID. Note: (a) It is the sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBILD shall not entertain Technical & Price 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. The Bank is not responsible in any manner for the postal delay /loss / non receipt of tender application / documents. (b) Tenders received without EMD and Tender processing fee shall be summarily rejected, (c) The Bank reserves the right to reject all or any of the tender documents without assigning any reason therefor.
10	Address for Submission and opening of Technical Bid	Director, State Bank Institute of Learning & Development, 13 - MANIKBAGH ROAD Indore - 452014
11	Date and time of Opening of Technical Bid	13.09.2023 at 12.30 PM

12	<p>Date and time of Submission of Price-Bid. Note: The price bids will be opened only for those bidders who are qualified and found eligible in Technical Bid Evaluation.</p>	<p>The bidder qualified and found eligible in Technical Bid evaluation shall only be eligible for PARTICIPATION IN ONLINE Price Bid PROCESS. The bidders qualified and found eligible in Technical Bid evaluation shall only be advised individually through email.</p> <p>Price bid shall be strictly as per attached price schedule accepted and approved by the SBILD INDORE in the tender document</p>
13	<p>Agency for arranging e-tendering/ online bidding</p>	<p>e-Procurement Technologies Limited, Ahmedabad Landline Numbers: 079- 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895 Primary Contact Numbers: - M:- 9081000427/ 09904406300 E-mail ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in</p> <p>You are requested to contract the agency for further guidance on e-tendering.</p>
14	<p>Date and time of Opening of Price Bid (Online)</p>	<p>Through online e-tendering process hosted by Service Provider e-Procurement Technologies Limited, Ahmedabad. (Date and Time of opening of Price Bid Online will be advised separately)</p>
15	<p>Tentative Date and Time of opening of price bid</p> <p>Note: The price bids will be opened for those bidders who are qualified and found eligible in technical bid evaluation</p>	<p>Through online e-tendering process hosted by Service Provider e-Procurement Technologies Limited, Ahmedabad. (Date and Time of opening of Price Bid Online will be advised separately)</p>
16	<p>Validity for Offer</p>	<p>90 days from the date of opening of Price Bid. The bidder may be required to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the Bank in writing or by email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the bidder to revise/ modify the bid document.</p>

17	Date of Commencement of work	1 st Day of succeeding month of the work order
18	Rates	Rates quoted by the bidder shall remain firm throughout the contract period including all taxes (excluding GST), duties, levies, royalties, transportations, labour and other incidental charges, etc. GST shall be paid/ reimbursed to the vendor as per Bank's norms as applicable.
19	Penalty/ Liquidated damages	As per relevant clause in the tender documents
20	Period of Honouring Payment Certificate.	1 st Week of the month & the payment shall be made within 7 working days from the date of receipt of bill (excluding Sunday and Public holidays)
21	Insurance	As per insurance clause of the tender documents.
22	Period of contract	Initially for a period of one (1) year subject to its renewal for two more similar terms upon satisfactory performance.
23	Security deposit	The amount of security deposit will be 5% of the annual contract value.

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

3. Tenders received without EMD shall be summarily rejected.

4. SBILD reserves all 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.

5. For ensuring quality of food, hygiene, service etc. a benchmark rate is fixed. Contractors/firms coating below the benchmark will summarily be rejected. Any vendor quoting abnormal/unrealistic/ unreasonable in the Price Bid, SBILD may reject their ONLINE price bid for that particular work without assigning any reason.

6. In case of any tie among the tenderers on L-1 amount, SBILD reserves the right to evaluate and select the L-1 Bidder on the basis of following process.

After qualifying for technical bid, the bidder quoting the lowest amount (L-1 bid) in the financial bid, responsive and complying with all the statutory criteria will be selected for awarding the contract. In the event L-1 bid is quoted by more than one bidder, the preference will be given to the bidder who have more experiences. In the event more than one bidder qualifies the said criteria then the bidder whose Proprietor Or Partners or Director have professional qualification in Hotel Management will be preferred.

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

8. Tenders can be downloaded from www.sbi.co.in <Procurement News>. It shall be the 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.
9. 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.
10. The intending bidders are categorically advised to submit the pre-qualification 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.
11. 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.
12. The Technical Bid documents have to be submitted properly bound, with index of the contents reflecting the page numbers. Loose tender documents shall be rejected, rendering the Technical bid disqualified.
13. The bidders have to enclose the Bid covering letter with documents as per ANNEXURE'A'.
14. Conditional tenders shall be summarily rejected.
15. For all purposes the place will be SBILD, 13 - MANIKBAGH ROAD Indore-452014
16. **Bidding Process:**
 - a) The bids shall be submitted in Technical Bid in hard copy and Price bid through online in the www.etender.sbi. Hard copy of the EMD and tender cost to be submitted as per the details mentioned in the NIT. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this tender document will have to be submitted. In the first stage, only TECHNICAL BID along with EMD will be opened and evaluated. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in the tender document will be evaluated for technical specifications. Only those who qualify in the Technical Bid shall be eligible & called for **online price Bidding**.
 - b) SBI shall finalize the Tender through e-tendering mode for which **e-Procurement Technologies Limited, Ahmedabad** has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.
 - c) E-tendering shall be conducted by SBI through **e-Procurement Technologies Limited, 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. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply whatever required

so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. 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 cannot be extended and SBI is not responsible for such eventualities.

- d) **e-Procurement Technologies Limited, 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.
- e) BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
- f) BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI.
- g) 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.
- (h) LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique Username & Password by **e-Procurement Technologies Limited, Ahmedabad. Agency** shall arrange to train your nominated person(s). 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. The Bidders are requested to change the Password after the receipt of initial Password from **e-Procurement Technologies Limited, Ahmedabad**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- (i) BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled/ withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-panelling such contractors and forfeiting their EMD.
- (j) At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
- (k) SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
- (l) SBI shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the cause.
- (m) Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

OTHER TERMS & CONDITIONS:

- 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.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI decision on award of Contract shall be final and binding on all the Bidders.
 - SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- SBI or its authorized service provider **e-Procurement Technologies Limited, Ahmedabad shall** not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBI or its authorized service provider **e-Procurement Technologies Limited, Ahmedabad** is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service provider **e-Procurement Technologies Limited, 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.
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

Director, SBILD INDORE

NNEXURE:A

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 liable to be rejected.

Sr. No.	Eligibility Criteria	Documents to be Submitted
1	<p>The Bidder must be a Firm/ Proprietary/ Partnership/ Company registered under companies Act with an experience of minimum 7 years in the field of Catering services preceding the date of this notice inviting tenders, with reputed clients in rendering catering services (breakfast, lunch and dinner) and not like a cafeteria type, preferably at large PSU Training Institutes/ Bank or Financial Institutions Training Institutes, preferably Banks/ RBI and the catering services should be related to the executives of Single Client or Training Institute at one single location with minimum of 60-100 persons per day providing multi-cuisine vegetarian and non-vegetarian food.</p>	<p>In case of Proprietorship concerns copy of Shop License/ Registration certificate and the GST Registration certificate.</p> <p>In case of firms, copy of the firm registration certificate and GST registration.</p> <p>In case of company, copy of certificate of incorporation issued by Registrar of companies, MOA, AOA and full address of the registered office plus GST registration certificates.</p>
2	<p>Three Similar Completed works each one having "Annual Contract Value" not less than Rs. 20.00 lacs</p> <p>OR</p> <p>Two Similar Completed works each one having "Annual Contract Value" not less than Rs. 30.00 lacs</p> <p>OR</p> <p>One Similar Completed works having "Annual Contract Value" not less than Rs. 60.00 lacs</p> <p>in commercial organization.</p> <p>Note: "Similar Completed work" under this clause shall mean successful completion of Catering Services work for the PSU Training Institutes/ Bank or Financial Institutions Training Institutes.</p>	<p>Copy of the work order and work completion certificates issued by the Principal Employers specifying following information relating to the works carried out during the period from 01/04/2016 to 31/03/2023:</p> <ol style="list-style-type: none">1. Scope of work2. Contract Value3. Area of the Building4. No of staff deployed by the Contractor for the Contract. (please provide the breakup/proof of skilled, semi-skilled, un-skilled employed)5. Period of the Contract.6. Monthly payment.

3	<p>The Bidder should have a minimum average annual turnover of Rs.0.60 Crore for the last three years as on 31.03.2022 in connection with catering field.</p> <p>Audited Balance sheet Certified by Chartered Accountant for the years 2019-20, 2020-21, 2021-22 (provisional/ audited-2022-23) establishing the turnover criteria should be submitted.</p>	<p>(i) Copies of the audited P&L account and Balance Sheet duly certified by the Chartered Accountant including 3CA/ CD and auditor notes and accounts.</p> <p>(ii) Copies of returns submitted to the Tax authorities such as IT and Service Tax/GST etc.</p> <p>(iii) Copies of returns submitted to the Labour Commissioner.</p>
4	The Bidders should not have incurred loss in last preceding three years ending on 31 st March 2022.	Affidavit to be submitted.
5	The applicant should have a solvency of Rs. 20.00 lacs certified by a Scheduled Commercial Bank. The Solvency Certificate should not have been obtained earlier than 1st August 2022 or Bank statement having average balance of Rs.20.00 Lacs of last two F.Y. (i.e., FY 21-22 & 22-23).	Original Solvency Certificate should be attached.
6	Tenderers should have applicable and valid registrations with statutory authorities, viz. Income Tax, Goods and 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. Documentary evidence regarding compliance with statutory requirements by contractor must be enclosed.	Certified copies of supporting documents to be attached.
7	The tenderer should have constituted a sexual harassment Committee under the sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act 2013.	Suitable declaration to this effect to be submitted on the letter head of the bidder duly signed by the Authorized Signatory only.
8	Bidder should have Office at Indore or should be able to open office at Indore within two months of receiving work order.	Address Proof of the firm should be submitted.
9	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 / SBILD INDORE PAN India or not involved in any illegal activity or financial frauds.	Suitable declaration to this effect to be submitted on the letter head of the firm duly signed by the Authorized Signatory only.
10	The Tenderer should have valid food license from the Municipal authorities and Food Safety and Standards Authority of India (FSSAI) for Catering Services.	Certified copies of supporting documents to be attached.

11.	Bidder should be able to provide 24x7 services on required basis.	Suitable declaration to this effect to be submitted on the letter head of the bidder duly signed by the Authorized Signatory only.
12	Names of any two references & their addresses with the Contact Nos.	Name and KYC documents of referees to be attached
13	Certificate of registration under contract labour (Registration & abolition) act	Copy of the certificate to be attached
14.	Certificate of registration with office of Regional Provident Fund Commissioner.	Copy of the certificate to be attached
15.	Copy of license with Employee's State Insurance Corporation	Copy of the license to be attached

- Copies of the Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
- We have read and understood the above-mentioned pre-qualification criteria and shall abide by the same.
- **The Bidder will have to submit technical bid in packets to addressing to Director, State bank Institute of Learning & Development, Indore. First the Technical bids will be opened, and the price bids will be opened (through online mode) only for those who qualify in the technical bids**
- The Price Bids below the minimum price fixed by the Bank will not be considered.
- After selection of the bidders on the basis of the technical bids and before opening of the price bids, a committee from the Bank may carry out inspection of one of the sites where the bidder is presently giving services.
- The bidder should not have been blacklisted by any corporate/Govt. Department/ PSU etc.
- In case two or more bidders quote similar prices in the price bids, the bidder with highest score in technical bidding and satisfactory report from the committee will be selected.

Signature of the Contractor/ Authorised signatory With Seal

TECHNICAL BID EVALUATION MATRIX

ANNEXURE :B

TECHNICAL BID EVALUATION:

Maximum Score for Part-I of Technical Bid Evaluation: **100 Marks**

Minimum marks required for qualifying in the Part-I (Technical Bid Evaluation): **70 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: -

(i)	Place of Registration: <ul style="list-style-type: none">• Registered/Corporate Office/ Branch in Indore• Office outside Indore	(Max 10 Marks): 10 Marks 3 Marks	Supporting Documents to be submitted: Copy of Gumasta etc.
(ii)	Total Number of Years in Operations in similar field during last three years. <ul style="list-style-type: none">• 7 years and up to 10 years• More than 10 years and up to 12 years• More than 12 years	(Max 10 Marks): 5 Marks 7 Marks 10 Marks	Registrations/ Proofs/ Business commencements.
(iii)	Average Annual Turnover of Project Cost <ul style="list-style-type: none">• More than 60 lacs and up to 80 lacs• More than 80 lacs and up to 100 lacs• More than 100 lacs	(Max 10 Marks): 5 Marks 8 Marks 10 Marks	Copy of the audited Balance Sheet and/ or Certificates of the Chartered accountant for preceding three years

(iv)	<p>Working Experience in Last 7 Years</p> <ul style="list-style-type: none"> • (a) With SBI • (b) Executed similar work of PSU Banks/ PublicSector Undertakings/Organisations • (c) Other Govt Department etc. 	<p>(Max 10 Marks):</p> <p>10 Marks</p> <p>6 Marks</p> <p>4 Marks</p>	<p>Copy of the order and /or Certification of the Completion of the work. The Bidder should also furnish user acceptance report.</p>
(v)	<p>Value of Single Largest Project Completed in Last 5 Years</p> <ul style="list-style-type: none"> • More than 50 Lacs and up to 60 Lacs • More than 60 Lacs and up to 80 Lacs • More than 80 Lacs 	<p>(Max 10 Marks):</p> <p>3 Marks</p> <p>8 Marks</p> <p>10 Marks</p>	<p>Supporting documents/proofs if any.</p>
(vi)	<p>Value of Single Largest Project in Hand</p> <ul style="list-style-type: none"> • More than 60 Lacs and up to 70 Lacs • More than 70 Lacs and up to 80 Lacs • More than 80 Lacs 	<p>(Max 10 Marks):</p> <p>3 Marks</p> <p>8 Marks</p> <p>10 Marks</p>	<p>Supporting documents/proofs if any.</p>
(vii)	<p>Quality Related Marks</p> <ul style="list-style-type: none"> • ISO • SA 8000 • OHSAS 18001/ Any other International Accreditation Certificate • Not available 	<p>(Max 5 Marks):</p> <p>2.5 Marks</p> <p>2.5 Marks</p> <p>5.0 Marks</p> <p>No Marks</p>	<p>Supporting documents/proofs if any.</p>
(viii)	<p>Performance Certificate from the Banks, Financial Institutions, Central & State Govt. department/ Organisations, PSUs.</p> <p>(a) If outstanding Performance submitted from more than three Principal Employers for project above 100 lacs.</p> <p>(b) If outstanding Performance Submitted from two employers for project above 100 lacs.</p> <p>(c) If less than two</p> <p>(d) No certificate submitted as above</p>	<p>(Max10 Marks):</p> <p>10 Marks</p> <p>8 Marks</p> <p>3 Marks</p> <p>1 Mark</p>	<p>Supporting documents/proofs if any.</p>
(ix)	<p>Constitution of Firm</p> <ul style="list-style-type: none"> • Public Limited • Private Limited/ LLP • Partnership • Others 	<p>(Max 5 Marks):</p> <p>5 Marks</p> <p>4 Marks</p> <p>3 Marks</p> <p>2 Marks</p>	<p>Copy of the Bye law/ Certificates of incorporation issued by Registrar of the companies along Memorandum of Article of Association and full address of the registered office/Partnership deed.</p>

(x)	The Bidder should be profitable organization (on the basis of operating Profit/ PBT/ PAT as per the last Financial Year) In case of profit In case of losses	(Max 5 Marks) 5 0	Copy of the audited Balance Sheet along with Profit & Loss statement for corresponding years and /or Certificates of the Chartered accountant.
(xi)	Past/ Present litigations, disputes, if any (Adverse litigation could result in disqualification at the sole discretion of the Bank.	(Max 5 Marks) No Litigation (5) Any Litigation (0)	Affidavit.
(xii)	The Bidders should not have been Blacklisted/ disqualified/debarred/ terminated for deficiency in services by any Public Sector Bank during the last Five years from any of their projects on account of unsatisfactory performance.	(Max 5 marks) Non Blacklisting (5) Any Blacklisting (0)	Affidavit.
(xiii)	The Bidders should not have any Service Level Agreement pending to be signed with institutions for more than 6 months from the date of issue of purchase order issued by any such institutions as on the date of Bid submission.	(Maximum 5 marks) Pending SLA (0) No Pending SLA (5)	Affidavit.

- Documentary evidence must be furnished against each of the above criteria along with an index 'A' documents must be signed by the authorised signatory of the bidder, Relevant portions, in the documents submitted in pursuance of eligibility criteria should be highlighted. the relevant documents conforming compliance of Technical bid evaluation criteria by the tenderer for evaluation.

We have read and understood the above-mentioned pre-qualification criteria and shall abide by the same.

Signature of the Contractor with Seal

ANNEXURE : C

EVALUATION OF PRICE BID

1. **The bidder qualified and found eligible in Technical Bid evaluation shall only be eligible for opening of the Price Bid and will be advised individually through email separately.**
2. The minimum price has been fixed by the Mess Committee, SBILD, INDORE. If the price quoted by bidder is below the pre-decided minimum price, the application of bidder will be straight away rejected. Lowest rates above the minimum fixed price out of price bid accepted shall be considered for award of work.
3. Acceptance of tenders shall solely rest with Competent Authority who do not bind themselves to accept the lowest tender, and the Bank, reserves the right to reject all or any tender or accept or reject the tender in part or in whole without assigning any reason thereof.
4. Incomplete tender will be summarily rejected.
5. After qualifying for technical bid, the bidder quoting the lowest amount (LI Bid) in the financial bid through online mode, responsive and complying all the statutory criteria will be selected for awarding the contract. In the event LI Bid is quoted by more than one bidder, the preference will be given to the Bidder whose prop. or partner have professional qualification in Hotel Management. In the event more than one bidder qualifies the said criteria, then the bidder with more work experience will be preferred.
6. The L-1 bidder will be chosen among the bidders and if for some reason the L-1 bidder does not execute the contract or fails to execute the contract within a reasonable time, the Bank will have a discretion to award the contract to the L-2 bidder. In case L-2 bidder is also not able to execute the contract in the given time, the Bank will have a discretion to award the contract to the L-3 bidder.
7. After qualifying for technical bid, the bidder quoting the lowest amount (L-1 bid) in the financial bid, responsive and compiling all the statutory criteria will be selected for awarding the contract. In the event L-1 bid is quoted by more than one bidder, the preference will be given to the bidder who have more experiences. In the event more than one bidder qualifies the said criteria then the bidder whose Proprietor Or Partners or Director have professional qualification in Hotel Management will be preferred.

We have read and understood the above-mentioned criteria and shall abide by the same.

Signature of the Contractor with Seal

Name:

Place :

Date:

ANNEXURE: 1

APPLICATION FORM

- 1. Name of the Organisation :**
- 2. Address :**
- 3. Name, Telephone/Landline Nos. including Mobile, e-mail id of authorised 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 and Service Tax No: (GST)**
 - (c) EPF Registration No:**
 - (d) ESI Registration No:**
 - (e) Contract Labour**
- 9. Name 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 31.03.2022**
- 12. Details of Similar works completed during the last 5 years**

(Details may be given in the enclosed format - Annexure '4') :

13.Details of under execution / awarded :

(Details may be given in the enclosed format - Annexure '5')

14.List of Professionals / Technical / Non- technical Personnel employed permanently :

15.Details of Plant & Machinery / : Manufacturing unit / Tools / equipment owned by the company :

16. Banker's Name and address (Enclose solvency certificate from the Bankers) :

17. Latest Income Tax Clearance Certificate to be enclosed with other Organizations / statutory bodies etc. :

18. List of empanelment / enlistment / registration : (If so, furnish their names, category and date of registration)

Name of the Organization	Category	Year Since Empanelled

19. Annual turnover for the last three financial years (year-wise) ending 31.03.2022 :

Financial Year	Annual Turnover
FY 2021-22	
FY 2020-21	
FY 2019-20	

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 the Applicant with Seal

Signature of

Date:

Place:

ANNEXURE:2

BIO-DATA OF THE DIRECTORS/ PARTNERS / KEY ACCOUNTS

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

Signature of Applicant with Seal

FINANCIAL INFORMATION**1. BANK DETAILS****Name of the Bank****Branch with address****City****Contact Person in the Bank****Contact Details****2. DETAILS OF CHARTERED ACCOUNTANT****Name****Address****Registration details of Accountant****Contact Number****E-mail address****3. FINANCIAL ANALYSIS : - Details to be furnished duly supported by figures in Balance Sheet / Profit and Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income- Tax Department (Copy to be attached)**

Sl.No	Years	2019-20	2020-21	2021-22
(i)	Gross Annual Turnover in Catering works			
(ii)	Profit / Loss			
(iii)	Financial Position a. Cash b. Current Assets c. Current Liabilities d. Working Capital (b-c) e. Current Ration f. Acid test ratio (Quick Assets / Current Liabilities (a/c))			

4. Income Tax Clearance Certificate

pg. 21contractors signature and seal

5. Solvency Certificate from Bankers (Schedule Bank) of Applicant

6. Financial arrangements for carrying out the proposed work

Signature of the Chartered Accountant with Seal

Signature of Applicant with Seal

ANNEXURE: 4

DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST FIVE YEARS ENDING BY 31ST MARCH 2022.

Sl. No	Name of the work	Name of the client (with brief address of concerned office and contact number and e-mail id	Type of Client / Owner. Mention Govt. / Semi Govt. / PSU / Bank	Date of agreement with Client	Location and scope of work	Actual Value of the work	Date of commencement as per contract and actual date of commencement	Stipulated Date of completion and actual date of completion	Litigation / Arbitration pending / In progress with details (if any)

(Add separate sheet if required)

Note: 1. For certificates, the issuing authority will be Head of the Respective organisation.

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)**

Sl.no	Name of the work	Name of the client (with brief address of concerned office and contact number and e-mail id)	Type of Client / Owner. Mention Govt. / Semi Govt. / PSU / Bank	Date of agreement with Client	Location and scope of work	Actual Value of the work	Date of commencement as per contract and actual date of commencement	Likely date of Completion	If work left Incomplete or terminated details (Furnish Reasons)

(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

ANNEXURE:6

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
- Financial Soundness** : Excellent / Very Good / Good / Poor
- Technical Proficiency** : Excellent / Very Good / Good / Poor
- 8. Average Rating on Food/Catering services** :

Head of the 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 Performa is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.

ANNEXURE:7

DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION

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

Note:

Details of Technical Personnel shall be provided qualification- wise

Organization chart of the company, additional information about Technical and Administrative personnel, if any, may be submitted on separate sheet.

Signature of Applicant with Seal

ANNEXURE: 8

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-inlaw), 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:

ANNEXURE:9

FORM OF BANKERS' / SOLVENCY CERTIFICATE FROM A SCHEDULEDCOMMERCIAL BANK

To,
The Director,
State Bank Institute of Learning and Development
13 - MANIKBAGH ROAD Indore-452014
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 / Sriis 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)

1. For the Bank

Note:

- 2. Bankers `certificate should be original on the letter head of the Issuing Bank duly sealed in cover and addressed to enlistment authority.**
- 3. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.**

ANNEXURE: 10

DECLARATION TO BE SUBMITTED BY THE APPLICANT ON THEIR FIRM/COMPANY'S LETTER HEAD ALONG WITH THEIR APPLICATION)

To

The Director,
State Bank Institute of Learning and Development
13 - MANIKBAGH ROAD
Indore-452014

I/We hereby certify that:

1. I / We have submitted PQ document strictly on the format prescribed by the SBILD INDORE 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 authorize the SBILD INDORE/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, SBILD INDORE 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 SBILD INDORE/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

[pg. 29contractors signature and seal](#)

INSTRUCTIONS TO TENDERER

1. Purpose:

Comprehensive contract for catering services.

2. Invitation:

The bidders desirous of taking up the project for supply of above Services for SBILD 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 SBI discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide catering services adhering to Bank's requirement outlined in this Tender.

This Tender document is not an offer by SBILD, 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 SBILD with the successful Bidder.

3. Eligibility Criteria:

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

4. Disclaimer:

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

SBILD reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

SBILD 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. SBILD 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, SBILD is entitled to issue corrigendum to Tender relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

5. Clarifications & Amendments:

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

6. Bid Integrity:

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.

7. 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.
- 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.**
8. The Bidders requiring any clarification on the bidding documents should submit written queries on or before the date prescribed in the NIT.
 9. At any time prior to the deadline for submission of bids, SBILD INDORE may modify or alter the bidding document by issuing an amendment.
 10. Any addendum/corrigendum as well as clarification thus issued shall be a part of the 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.
 11. Any clarification issued by SBILD will be in the form of an addendum / corrigendum and will be available in SBI's website – <https://sbi.co.in> under "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://sbi.co.in> (procurement news).
 12. The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities there at and it's related manpower requirements for the work specified.
 13. The SBILD 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 SBILD, except under emergencies / unavoidable circumstances.
 14. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
 15. The Contractor shall issue identity cards/ identification documents to all its employees.
 16. The personnel of the Contractor shall not be the employees of the SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.

17. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBI shall not have any liability whatsoever on this account.
18. The details of the machinery's proposed to deploy and other technical details can be furnished in the Technical bid.
19. 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.
20. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.
21. Tenders received after the due date and time are liable for rejection. SBILD reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
22. 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.
23. 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.
24. The rate should be quoted in Indian Currency only. **In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates.** The SBILD 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/SBILD 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.
25. 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 machinery's, 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). The successful vendor has to submit system Generated GST tax invoice incorporating Bank's GST in number and vendor GST no. Manual GST invoices will not be accepted.
26. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
27. 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.

- 28.** 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.
- 29.** No employee of SBI shall be engaged by the contractor during the course of carrying out the works.
- 30.** The tenderer shall deposit a sum of Rs.1,00,000.00 (Rupees One Lacs only) as Earnest Money Deposit. 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 SBILD and payable at Indore
- 31.** The EMD amount of the unsuccessful bidders will be returned within 45 days from the date of opening of Technical Bid. Successful Bidder's EMD will be returned upon the Bidders signing the contract and submitting the Performance Guarantee.
- 32.** No interest shall be paid on the EMD. The tenders received without EMD and Cost of Tender Document shall be summarily rejected.
- 33.** If any tenderer withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the SBILD, INDORE 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.
- 34.** 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.
- 35.** 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 SBI reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
- 36.** 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.
- 37.** 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 SBILD officials after performing the interview of the staff.
- 38.** 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 SBILD.
- 39.** 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.

- 40.** Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
- 41.** 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.
- 42.** The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the contractor.
- 43.** 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.
- 44.** STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
- 45.** The contractor shall be responsible to ensure making payment of "Prevailing Minimum Wages" as notified by Regional Labour Commissioner (Central) to their labourers/ employees directly in their Bank accounts and shall produce relevant documents to the SBILD INDORE for verification every month along with their monthly bills failing which bills may not be paid.
- 46.** 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 SBILD INDORE, failing which bill will not be entertained.
- 47.** Representatives of tenderer should note that no change will be permitted in Technical and price quotes whatsoever, once they are opened.
- 48.** In case of any bidder quoting any rate where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced/ unresponsive and such a tender is liable to be disqualified and rejected.
- 49.** On acceptance of the tender, the name of the authorized representative(s) of the contractor who would be responsible for taking instructions from the Bank, shall be communicated in writing to the Bank.
- 50.** All taxes including Income tax, Sale tax, Purchase tax, Turnover tax or any other taxes and duties as applicable as on date and in future in respect of this contract shall be payable by the contractor and Bank will not entertain any claim whatsoever in respect of the same. Only G.S.T. will be reimbursed / paid by the Bank.
- 51.** No Labour camp shall be allowed in the premises of the Bank, and the contractor has to make their own arrangement for deployment of labour. Police verification and report details submitted to SBILD, INDORE, will be done by the Contractor before engaging them for the contract.
- 52.** No price escalation or adjustment is payable for the work.
- 53.** I/We hereby declare that I / We shall treat the tender documents and other records connected with the catering service as Secret Confidential documents and shall not communicate information derived there from to any person other than a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Bank.

54. TECHNICAL BID & PRICE BID:

- a. The bidders are advised to submit various documents in sealed Envelope marked as "**Technical Bid**" to the office of State Bank Institute of Learning Development, 13 - MANIKBAGH ROAD Indore-452014 at the address mentioned hereinbefore by the stipulated date i.e. 11.09.2023.
 - b. The Bidder will have to submit technical bids in sealed envelope.
 - c. Hard Copy of Technical Bid duly filled, signed and stamped by the Authorized Signatory on each page.
 - d. Demand Draft of specified amount of EMD Copy of payment receipt towards cost of Tender documents cum Tender Processing Fee.
 - e. 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".
 - f. 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).
 - g. Letter of Declarations (Annexure 10 &12).
 - h. Minimum Manpower Requirement Expected for Catering Services as per Annexure VI
- i. 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.
 - ii. The above-mentioned tender documents and other supporting papers should be placed in a sealed Envelope marked "A" super scribing "**Technical Bid for Providing Catering Services at State Bank Institute of Learning &Development (SBILD), 13 - MANIKBAGH ROAD Indore-452014 and "B" super scribing "Price Bid for Providing Catering Services at State Bank Institute of Learning & Development (SBILD), 13 - MANIKBAGH ROAD Indore-452014**
 - iii. Technical Bid not accompanied by any one or more of the above-mentioned documents shall be summarily rejected and such bidders shall not be allowed to participate in price bidding for the project under any circumstances.
 - iv. The intending bidders are categorically advised to submit the pre-qualification 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.**
 - v. **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.**

55. No union formation is allowed.

56. The Contractor's supervisor shall be first line of contact for SBILD INDORE/SBI, who shall report to the designated officers of SBILD INDORE /SBI for all requirements.

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

- 58.** 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/SBILD INDORE without any extra charge but within the accepted tender amount only.
- 59.** 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 SBILD INDORE/SBI. No sub-standard materials shall be used.

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 SBILD INDORE on behalf of 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 / SBILD means SBI having its office at State Bank of Institute of Learning & Development, 13 - MANIKBAGH ROAD Indore-452014

'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 SBILD to carry out the work. It shall also include their legal representative(s), successors or assigns.

'Site' means State Bank of Institute of Learning & Development 13 - MANIKBAGH ROAD Indore 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. DISCRPTION OF ESTABLISHMENT:

All premises/campus of the State Bank Institute of Learning and Development situated 13 - MANIKBAGH ROAD Indore-452014 including internal roads / pathways, terraces, garden and pavements etc.

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 site office. Written enquires to be submitted one day prior to pre-bid meeting.

5. WORK TO BE CARRIED OUT:

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

The Contractor will not take any item supplied to him outside the premises of the Bank, either for the purpose of repairs or otherwise without the express permission in writing from the Bank.

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:

pg. 38contractors signature and seal

- (i) The SBILD/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 as per the evaluation matrix and the conditions mentioned in the tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
 - (ii) The SBILD/SBI reserves the right to increase or decrease the quantum of service/Catering manpower 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 SBILD/SBI.
- (iii) The SBILD/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 SBILD/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 SBILD/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 therefore and the contractor shall have no right to make any representation for the same.
- (vi) The premises given to the contractor will not create or deem to create any right to the contractor in the premises given to him for operating the mess either as a tenant, lessee or licensee or otherwise and the contractor hereby agrees that he will not claim any right as a tenant, lessee or licensee of the premises in which the mess is operated. Further, the contractor agrees that he will immediately vacate the premises along with his employees where the canteen is operated on termination of the contract as mentioned hereafter.

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 SBILD. 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 hand over 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 document 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.1,00,000.00 (Rupees One Lacs only) in the form of Demand Draft drawn in favour of “**Director, SBILD, Indore**” payable at Indore. 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 45 days without interest after the decision to award the work is taken. Successful Bidder’s EMD will be returned/ adjusted upon the bidder signing the contract and submitting the required Security Deposit.

If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation for the TENDERS to be floated by the Bank during next one year, at the sole discretion of the Bank.

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,

- b. Security Deposit is not submitted within the stipulated time;
- 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

13. 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 Nationalized Bank in favour of "SBILD" IN A/c M/s (Name of the Contractor firm)" payable at Indore within fourteen days from the date of acceptance of the tender for due performance of the Contract.

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

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

16. Without prejudice to any rights or remedies under this agreement if the contractor dies, the SBILD 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. (Not applicable in case of Companies as per relevant law)

17. INSURANCE OF WORKS:

Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank/SBILD), 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 Rs 5 lac each, for any type of accident / incidence.

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

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

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

Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBILD INDORE. Nothing extra shall be payable on this account.

18. Labour

[pg. 41contractors signature and seal](#)

- i. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank.
- ii. The contractor shall furnish to the SBI at the intervals specified by SBI, a distribution of the number and description of labour employed in carrying out various works / activities.
- iii. The Contractor shall submit on every month to the SBI a statement showing in respect of the preceding month:
 - (a) The number of labourers employed by them on the work.
 - (b) Their working hours.
 - (c) The wages paid to them.
 - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them and
 - (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- v. The minimum age of the labour employed shall not be below 18 years.
- vi. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/ contributions to the concerned authorities.
- vii. Both in respect of ESI/ EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- viii. As regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.
- ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.
- x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
- xi. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement.

- xii. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- xiii. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.
- xiv. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
- xv. **The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.**

The staff/ workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.

19.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 under let / Sublet 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 SBILD 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.

18. 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, SBILD reserves the right to invoke the security deposit as stated above to cover such losses.

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

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

[pg. 43contractors signature and seal](#)

The contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of their employees so deployed and ensure preservation of peace and protection of persons and property.

20. CONTRACTOR TO SUPPLY UTENSILS:

Schedule of major equipment to be kept at site should be attached: The list of major equipment's to be deployed by the contractor should be enclosed.

The equipment's to be kept on site should be in good condition.

The contractor should ensure that the equipment provided on site are functioning at all times.

Cooking gas cylinders will be arranged by the contractor at his cost.

21. WAGES TO BE PAID:

The SBILD 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 payment by the SBILD under this contract will be made only at Indore in Indian Rupees and shall be within seven working days 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 staff and the break-up of same should be submitted by the Contractor in their price bid:

Basic Pay

D.A.

EPF

ESIC

Any other statutory compliances in details

Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff 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 Contractor will submit bill for Catering within 7 working days for the previous month from the date of receipt of bill (excluding Sunday and Public holidays) to the authorized officer as per the format to be given by the Institute (**along with copy of documents/challans evidencing online payment of PF, ESI and other payments made for/to individual workers**). **Consolidated challans, not showing payment of PF and ESI of individual workers, will not be accepted.** The payments as far as possible will be made within 7 Working days from the date of certification, subject to the condition that the contractor has cleared/paid all his dues, viz. Labour Payments, taxes, levies, etc. as required to be paid/payable by him under any law for the time being in force. The contractor shall make available for scrutiny the proof / documents in this regard as and when desired by the Institute. Failure to provide any document for verification may attract penalty as per penalty clause of the tender document
- c. The charges in respect of food served to SBILD staff shall be paid at the contracted rates.

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 SBILD /SBI may also deduct such amounts from any dues of the

contractor, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any 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/SBILD, 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 SBILD site.

All contract staff deputed by the contractor at SBILD 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 SBILD 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.

The Contractor should ensure compliance of COVID-19 guidelines & Standard operation procedures (SOP) from time to time issued by the Government of India/Regulatory Authority/Bank etc.

[pg. 46contractors signature and seal](#)

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 1988 (that regulates working condition & employment condition of the employees), 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 / SBILD 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 / SBILD 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/SBILD, on the same terms & conditions and revised minimum wages as applicable at that time and 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. RESPONSIBILITY OF THE CONTRACTOR/RECORDS OF DAILY OPERATION:

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

ii. Contractor has to maintain Register for contract labour on Form 13 and upload ½ yearly returns to the ALC of labour / licensing officer. In case of default, the P.E. is held accountable and liable for prosecution. Every Contractor shall issue employment Card to his Labour form XIV within 3 days of employment.

iii. The Contractor has to pay the minimum wages (Central Government wages) to his employees and shall also pay ESI and PF contributions and comply with all rules and regulations.

(iv) The Contractor must maintain the following register:-

- a) Attendance Register on form XVI (16).
 - b) Wages Register on form XVII (17)
 - c) Leave Register.
 - d) Overtime Register on form XXIII
 - e) Register of fines on form XXI (21)
 - f) Register of advances on form XXII (22)
 - g) Register of deductions on account of damage or loss caused to the employees on form XX.
 - h) Register for Contract employees on form 13.
 - i) Contractor shall upload half yearly return before 30 days of completion of half year for the previous half year on form XXIV.
 - j) Register of overtime in form XXIII (23).
 - k) Every Contractor shall issue a wage slip on form XXIX (29) his employee at last 1 day prior to disbursement of wages.
 - l) All the records to be retained for a period of 3 calendar years.
 - m) Contractor shall possess own ESI code number and remit of ESI contribution before 20th of every month and upload a copy of the challan to the P.E.
 - n) Every Contractor shall maintain an Inspection book in which the Inspector visiting may record his remarks. The Inspection book shall be of 18 x 15 cms size bind book.
The first page of the book shall contain the following particulars: -
1. Name and address of the establishment.
 2. Registration No.
 3. Name of employees.
 4. Father's name.
 5. Postal address.

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 conform 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 SBILD shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

35. REPORTING AND RECORDKEEPING:

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 SBILD/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/SBILD 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 SBILD/State Bank of India. In addition, the contractor to the authorized SBILD/ State Bank of India, official shall also submit periodic reports on safety from time to time as prescribed.

38. LIABILITY OF DAMAGES

Bank, shall not be responsible or held liable for any damage to person or property consequent upon the use, misuse or failure of any tools and equipment used by the contractor, even though the same has been rented or loaned to the contractor. The acceptance and / or use of any such tools and equipment by contractor shall be construed to mean that the contractor accepts all responsibility for and agrees to indemnify from said use, misuse or failure of such tools and equipment.

39. TERMINATION:

(a) SBILD 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) Without prejudice to what is contained hereinabove, the SBILD INDORE shall, at its sole and absolute discretion, be entitled to terminate this agreement immediately by written notice without assigning any reason(s) and without payment of any compensation, if:

- i In the opinion of the SBILD INDORE (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction. And/ or
- ii The contractor commits a breach of any terms and conditions of this agreement. And /or
- iii for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement. And/or
- iv There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation. And/ or
- v If any receiver/ liquidator is appointed in connection with the business of contractor or contractor transfers substantial assets in favour of its creditors or any orders/directions are issued by any authority/regulator which has the effect of suspension of the business of the contractor. And/ or
- vi If Contractor applies to the court or passes a resolution of the voluntary winding up of or any other creditor/ person files a petition for winding up or dissolution of contractor. And/ or
- vii If any acts of commission or omission on the part of the contractor or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the bank tantamount to fraud or prejudicial to the interest of the society or its employee(s). And/ or
- viii Any document, information, data or statement submitted by the contractor in response to tender, based on which the service provider was considered eligible or successful, is found to be false, incorrect or misleading. And/ or
- ix The Bank may, at any time, terminate the contract by giving written notice to the selected contractor, if the selected agency becomes bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the selected agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank. And/ or
- x The Contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in the organization being debarred from participating in any other tender of the Bank. And/ or
- xi For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement. And/ or
- xii If any charge sheet is filed against the agency/company or the contractor is convicted by a criminal court on the grounds of moral turpitude. And/ or
- xiii If the contract is terminated under any termination clause, the Contractor shall handover all documents/executable/Bank's data or any other relevant information to the bank in timely manner

and in proper format as per scope of the Tender and shall also support the orderly transition to another vendor or to the Bank. And/ or

xiv The Bank's right to terminate the services will be in addition to the penalties/liquidated damages and other actions as deemed fit.

(c) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise and the Bank shall be at liberty to rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

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 SBILD INDORE /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 SBILD shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the SBILD's decision in this respect.

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of SBILD 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 SBILD 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/SBILD.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and SBILD/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 SBILD/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 SBILD from any damages, prosecution, other legal suits and claims arising out of any mishaps

[pg. 53 contractors signature and seal](#)

occurring at the work place due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.

In case of any damage to property by the contractor, SBILD/SBILD shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBILD 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/SBILD 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/SBILD official, the SBILD 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

Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or breach, termination, invalidity or interpretations thereof shall lie within the jurisdiction of the District Court at Indore, Madhya Pradesh

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 SBILD/SBI and can also claim the same in the invoice.

45. INSOLVENCY:

The competent authority of the Office of the SBILD, Indore 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 SBILD/SBI and provided also that the contractor shall be liable to pay the SBILD/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 SBILD/SBI in the SBILD/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 SBILD 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 SBILD/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 SBILD/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 SBILD/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 SBILD/SBILD 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 SBILD/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/SBILD, 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

Sl.No	Norms	Total Marks	Marks Acquired
1	Cleanliness of Kitchen, Dining area, Staff	10	
2	Quality of Raw Material	10	
3	Quality of Lunch	10	
4	Quality and Quantity of Tea / Coffee, Snacks and Breakfast	5	
5	Quality of Service	5	
6	Quality of Dinner	10	
	Total	50	
	Suggestions		

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

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

Notwithstanding the abovementioned penalties, the Bank shall have the right to impose the penalty for any of the following acts:

- a. Wastage of water must be avoided. Bank will be at liberty to impose penalty upto Rs.1000.00 in each case of wastage of water being noticed.
- b. The workers should always use hand gloves and caps while working (hair found in food is not acceptable). A penalty upto Rs.10,000/- per instance will be imposed on hair found in the food.

- c. The Contractor shall attend a monthly meeting of the mess committee, or as and when called, failing which a penalty up to Rs.5000.00 per instance will be imposed. This meeting shall be attended by the caterer himself or a senior representative, who is authorized to take policy decisions.
- d. SBILD, INDORE would reserve the right to check on cleanliness and upkeep of premises and quality of provisions and quality of the food. If it is found that the hygiene is not being maintained in the mess, a penalty up to Rs.2000/- per instance will be imposed.
- e. Non-availability of complaint register on the counter / discouraging participants from registering complaints would lead to a fine upto Rs.2,500.00 per instance.
- f. Insects cooked along with food would invite a fine upto Rs.10,000.00
- g. Any complaint of soft objects like hair, rope, plastic, cloth etc. in food will attract a fine upto Rs.2,500.00 per complaint.
- h. Any complaint of stones / pebbles of diameter more than 2 mm will attract a penalty on the caterer which can range between Rs.300.00 to Rs.3,000.00 depending on the size of the stone / pebble.
- i. Hard and / or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty upto Rs.5000.00 per incident.
- j. Three or more complaints of unclean utensils in a day would lead to a fine of Rs.3,000.00 on the caterer.
- k. If mess council agrees that certain item of a meal was not cooked properly then a fine upto Rs.3000.00 would be imposed on the caterer.
- l. Food poisoning, shall invoke a hefty fine upto Rs.50,000/- beyond the limit of any fine mentioned above, along with cancellation of contract and possible blacklisting of the caterer.
- m. If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for breakfast, lunch and dinner, then a fine upto Rs.3,000.00 would be imposed on the contractor. The timing for that meal will be extended equivalent to delay time.
- n. Changes in menu (including paneer subzi / fruit / juice / milkshake) of any meal without permission of mess committee would result in a fine upto Rs.3,000.00 on the caterer.
- o. If the quality of milk is not found up to be appropriate, or it is diluted, a fine upto Rs.10,000.00 would be imposed.
- p. Inappropriate personal hygiene of workers including their dress and or misbehavior by workers etc. will lead to fine upto Rs.5,000.00 on caterer for every instance.
- q. Failure to maintain a proper health checkup of the workers will attract a fine upto Rs.5,000.00 per instance.
- r. For any rule stated in the agreement first violation of the rule implies fine as per the rule. Second and subsequent violations of the same rule on a different day within 30 days of previous fine will attract triple the initial amount of fine on the caterer.
- s. Absence of proprietor or his representative empowered to take decision from Mess Committee (meetings will be held once every month) on due invitation will attract a fine upto Rs.20,000.00 on caterer.
- t. As and when Mess Committee proposes a fine it will inform the representative of the caterer or Mess Manager and fine will be imposed with consent of the Director, SBILD, Indore .
- u. Using brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the Mess Committee with consent with the Director.
- v. Severity of hygiene failure shall be assessed and decided by the Mess Committee and fined appropriately. In case of gross failure / negligence a severe penalty will be imposed, which could be a hefty fine as cash and / or summarily termination of the Contract.

49. PRICE VARIATION CLAUSE:

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

The SBILD 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/SBILD 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 SBILD 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 SBILD.

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 (SBILD) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBILD).
- 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.

SPECIAL TERMS & CONDITIONS

1. The Catering Contract / Arrangement in the event of the contract being awarded, among other usual conditions, shall also be subject to the following special terms and conditions:
 - i) The Bidder shall arrange for catering services of Breakfast/lunch/Dinner on a daily basis for between 50 to 100 trainees (approximately, depending upon training program numbers may vary, some time it may be zero) at the State Bank Institute of Learning & Development, 13 - MANIKBAGH ROAD Indore-452014 premises and lunches/dinner/high tea for personnel for meetings. He shall adhere to the following schedule.

	ITEM	TIMINGS
A	Bed Tea/Coffee	Daily three sachets each of Tea/Coffee/Sugar/Milk (Dairy Whitener) per participant and two packets for each participant of branded biscuits (containing 2 biscuits in each packet – from brands referred in Annexure-V) to be provided in the occupied Hostel Rooms.
B	Breakfast (Dining Hall)	8.00 A.M. to 9.30 A.M.#
C	Forenoon Tea/Coffee with branded biscuits (Classrooms/Dining Hall*)	11.30 A.M. to 11.45 A.M.#
D	Lunch (Vegetarian only)	1:15 P.M. to 2.15 P.M.#
E	Afternoon Tea/Coffee with branded biscuits (Classrooms/Dining Hall*)	3.30 P.M. to 3.45 P.M.#
F	Evening Tea with snacks (Classrooms/Dining Hall*)	5.30 P.M. to 6.00 P.M.#
G	Dinner (Both Veg and Non Veg) (Dining Hall*)	8.00 P.M. to 10.00 P.M.#

The timings are indicative. The timings can change as per training program which will be intimated to the contractor by the authorized Officer and has to be adhered to by the contractor.

* Forenoon, Afternoon & Evening Tea and meals are to be served in place in the Institute Campus as directed by the Institute Management.

- ii) The Bidder shall also arrange to supply tea / coffee at workstations of SBI staff working at State Bank Institute of Learning & Development, 13 - MANIKBAGH ROAD Indore-452014 Building premises.
- iii) The LPG required for cooking will be arranged paid by the contractor and all the government rules and regulations, including the measures for safety and security, in this regard need to be complied with. Also in case of preparation of food on Induction cook top if required, the expenses of electric bill will be born by the contractor.
- iv) The TDS, if applicable, will be deducted by the Bank at the time of payment of invoices.

2. The State Bank Institute of Learning & Development, 13 - MANIKBAGH ROAD INDORE Building premises have some meeting/seminars/workshops which are organized in the Conference / Meeting Rooms/lecture halls located in the premises. The Bidder is expected to provide catering service which includes service of tea, coffee, juice, snacks, lunch, etc. The Bidder shall provide minimum one stewards to service the catering of the Meetings/Seminars/Workshop.
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 (Executive Lunch Halls). Normally, no meals are served at the Hostel rooms (except for Top Executives and under extra-ordinary circumstances e.g. to physically challenged employees and in emergencies).
6. The food must cater to both North Indian and South Indian tastes as well as have regional representation from different states on different days. Separate menu items with separate counters may be provided for North Indian / South Indian / Continental dishes at each meal.
7. The Bidder will have to provide variety of seasonal fresh fruits and juices of good quality or as approved by the catering committee of the institute.
8. Bank will have the right to inspect the Bidder's office/centre 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/taste agents 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 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 SBILD 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 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 as approved by the catering committee of the institute
Instant Coffee	Nescafe / BRU or as approved by the catering committee of the institute
Filter Coffee	MR / Girnar or as approved by the catering committee of the institute
Mineral water	Bisleri / Aquafina or as approved by the catering committee of the institute

Butter	Amul / Mother's Dairy / Nutrela or as approved by the catering committee of the institute
Oil	Saffola / Fortune / Sweekar / Patanjali / as approved by the catering committee of the institute
Biscuits	Parle / Britannia/ Sunfeast or as approved by the catering committee of the institute
Spices	Certified by FSSAI / ISI / AGMARK or as approved by the catering committee of the institute
Corn Flakes or Oat meal	Mohan Minkins or Kellogs or as approved by the catering committee of the institute
Bread	Top in Town or Modern or Bake and Shak or as approved by the catering committee of the institute
jam	Tops or Kissan or Maggi or as approved by the catering committee of the institute
Pickles	Nilons or Top etc or as approved by the catering committee of the institute
Soya Nuggets/Chunks/Granules	Ruchi Soya or as approved by the catering committee of the institute

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. There may be cases where the food packets need to be supplied. In such case the packing cost including cost of packing material will be borne by the bidder.
21. The Bidder shall arrange for periodic micro biological 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 the premises. A competent person with minimum of three 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 timing 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 all its employees and share the reports with the SBI Indore.
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 Cellar floor, adjacent area outside the kitchen and washing area. This will also be required to be done immediately after any service is rendered. The Bidder should ultimately ensure that the entire premises are kept hygienic and clean. Preventive of pest/rodent measures shall be done by the Contractor 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.

[pg. 66contractors signature and seal](#)

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 SBI Indore The Bidder shall comply with such observations/feedback made and furnished for improvement of the services by him.
42. 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.
43. 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.
44. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank shall not prejudice its rights under the contract.
45. The contractor will have to carry out cleaning in the kitchen & dining hall after breakfast, after lunch and after dinner invariably. Penalty of Rs. 1000- per day will be imposed for any occasion of deviation.

46. The dining hall will be closed by 11:00 PM and will not be used as retiring room for the employees of the contractor at any point of time. Penalty of Rs. 1000- per day will be imposed for any occasion of deviation.
47. The contractor will maintain highest standard of cleaning of the kitchen and store area. Penalty of Rs. 1000- per day will be imposed for any occasion of deviation.
48. The contractor staff will wear pre decided uniform while on duty and suitable hand gloves during catering service. The uniform will be finalized in consultation with the SBILD.
49. In the event of insufficient/bad quality/non-serving of any eatables agreed upon to be served, the Bank will be within its rights to make suitable penalty from the contractor's bill @ Rs.250/- per Executive per day for the entire number of such days.
50. The Contractor shall not be paid catering charges in respect of participants who are absent from any meal on a particular day provided prior notice is given 4 hours in advance or night before, mentioning in the "dining out" register to be maintained with the designated officer / place / reception or as directed by the Institute. On the day of a participant's arrival and departure the payment for his or her meals will be made according to the schedule of timings. For example, if a participant enrolls his name at reception at 8.15 a.m. charges for breakfast will be paid, similarly if a participant vacates his rooms at 5.00 p.m. his or her charges for Evening Tea with snacks and Dinner will not be payable

SCOPE OF SERVICES

To provide catering services to approximately 60-100 Trainees / personnel daily (the number of persons may vary depending on training program) and participants of Seminar / Meeting at State Bank Institute of Learning & Development, 13 - MANIKBAGH ROAD Indore.

The brief details of scopes of services are mentioned below:

Annexure-IV

DAILY MENU

Bed Tea Coffee	Daily Three sachets of Tea/Coffee/Sugar/Dairy Whitener and two packets containing minimum two pieces of branded biscuits per head to be provided in Occupied Hostel Rooms.
Breakfast	<p>(i) Vegetarian(Unlimited) :</p> <p>Daily compulsory items :</p> <p>Corn Flakes or Oat meal in milk with 4.5% fat content.</p> <p>Bread (toasted in electrical toasters), butter & jam, fresh fruits/cut fruits &</p> <p>One item each from the following (a) & (b) below to be served daily in weekly menu :</p> <p>a) One South Indian dish e.g. Idli or Vada or Masala Dosa / Rava Dosa or Utappam / Upma / Appam. All with Sambar, Coconut Chatni and Onion / Tomato Chatni.</p> <p>b) One North Indian dish e.g. Stuffed Paratha with Curd, Paratha-AlooSabji, Chole-Bhature, Puri-AlooSabji, Pav-Bhaji, Poha-Jalebi, Veg Cutlet etc.</p> <p>(ii) Non-Vegetarian (unlimited) :</p> <p>Eggs: Boiled/omelette as per menu</p> <p>Beverages: Choice readymade Tea / Coffee/Dip Tea/Instant Coffee</p>
Forenoon Tea / Coffee:	Dip Tea / Lemon Tea/ Readymade Tea/ Coffee with minimum two pieces of biscuits/cookies.
Lunch (Vegetarian only)	<p>Unlimited</p> <p>a) One Paneer/Mushroom Subji/Soyanuggets / Soya Chunks / Soya granules with gravy</p>

	<p>Like :Karahi Paneer, Matar Paneer, Paneer Masala Veg., Palak Paneer, Shahi Paneer etc. & Chilly Mushroom, Matar Mushroom, Malai Kofta, etc.</p> <p>b) One Seasonal Dry Vegetable Subji: Like Aloo Beans, Aloo Capsicum, AlooPalak, AlooParwal, Brinjal Masala, Cabbage Matar, Cauliflower, Lauki Tomato, Palak with Soya Nuggets/Chunks/Granules, Tinda, Bhindi, Boiled vegetables etc.</p> <p>c) One Dal (like Dal Makhani, Toor Dal, Yellow Dall, Masoor Dall, Moong Dall, Kadhi etc.)</p> <p>d) Rice on rotation basis as decided and advised by the Institute: (Boiled Rice, Plain Rice, Veg Pulao, Curd Rice, Lemon Rice, Jeera Rice, Tomato Rice etc.)</p> <p>e) Tava Roti etc as decided by the institute</p> <p>g) Cut salad consisting of Lime and any three of the following: Onions, Cucumbers, Tomatoes, Carrots, Beetroots, Cabbage etc.</p> <p>h) Papad: Grilled/Fried</p> <p>i) Plain curd and raita /Dahi Bhalla / Bundi Raita or other raita / Buttermilk / Masala Buttermilk as desired by the Institute</p> <p>j) Pickles (Nilons or Top etc or equivalent) /Chutney.</p> <p>k) Dessert (150 gm): Gulabjamun, Rasgulla, Jalebi, Ice cream Frozen Dessert, Custard, Fruit cream, Moong Ka Halwa, Suji Ka Halwa, Loki Suji Ka Halwa Ka Halwa, Cut Fruits, Rice Kheer, Sevayyan Kheer, Laddu, Kaju Burfi, Ras Malai, Raj Bhog, Sandesh etc., (any one as decided by the institute)</p> <p>l) Sauf, Misri, Toothpick (all the time)</p> <p>m) Salt & Pepper all the time on each table</p>
Afternoon Tea / Coffee	Tea/Coffee with minimum two pieces of biscuits/cookies
Evening Tea with Snacks	Readymade Tea/Coffee or Keri panna or Aam panna or butter milk with snacks like: Samosa, Cutlets, Veg. Patty, Kachori, Aloo bondas, Pakoda, Sandwich, etc.(any one as decided by the institute)
Dinner (Veg. & Non-Veg.)	<p>Unlimited</p> <p>a) One vegetarian Soupas decided by the institute</p>

b) One Paneer with gravy

Like : Karahi Paneer, Matar Paneer, Paneer Do-Pyaza, Paneer Masala Veg., Palak Paneer, Shahi Paneer etc. & Chilly Mushroom, Muttor Mushroom, Malai Kofta, etc.

c) One Seasonal Dry Subji preferably green Vegetable: Ex. Beans, Capsicum, Palak, Parwal, Brinjal Masala, Cabbage Matar, Cauliflower, Lauki Tomato, Palak with Soya Nuggets / Chunks / Granules, Tinda, Paneer Bhurji, Bhindi, Boiled vegetables etc.

d) One Non-Veg dish of Chicken, Mutton, Fish: Ex. Butter Chicken, Tandoori Chicken, Chilly Chicken, Ginger Chicken, Chicken Biryani, Fish Curry, Fish Fry, Chilly Fish, Mutton Rogan josh, Mutton Biryani, Mutton Kheema etc.

e) One Dal (like Dal Makhani, Toor Dal, Yellow Dal, Masoor Dal, Moong Dal, Kadhi etc.).

f) Rice Plain Rice, Veg Pulao, Curd Rice, Lemon Rice, Jeera Rice, Tomato Rice etc. (any one as decided by the institute)

h) Tava Roti etc (as decided by the institute)

j) Cut salad consisting of Lime and Onion and any two of the following: Cucumbers, Tomatoes, Carrots, Beetroots, Cabbage etc.

k) Papad: Grilled/Fried

l) Pickles/Chutney.

m) Dessert (150 gm) : Gulabjamun, Rasgulla, Jalebi, Ice cream / Frozen Dessert, Custard, Fruit cream, Moong Ka Halwa, Suji Ka Halwa, Gajar Ka Halwa, Cut Fruits, Rice Kheer, Sevayan Kheer, Laddu, Kaju Burfi, Ras Malai, Raj Bhog, Sandesh etc., (any one as decided by the institute)

Note: The specific day by day menu will be provided by the SBILD and the contractor will have to adhere to the menu without any exception.

1. Non-veg food may be served in lunch or dinner as decided by the institute.
2. Fruits/Milk etc. should be served for officials on fasting along with fasting diet as required.
3. Participants requiring special Diet due to sickness some deviations would be required to be made to suit their requirements such as providing oat-meal, salad, sprouted methi, sprouted moong, sprouted gram, roasted gram, boiled vegetables or any other appropriate meal etc., on their prior request / advise.

4. At any time during the existence of the contract, if the institute desires to utilize the services of the contractor for the refreshment of guests visiting to the faculties /deans/official along with their drivers in their offices, conference services & business lunch facility for our delegates, experts or panel members, the contractor will arrange food & services for guests / drivers / seminars, conferences, meetings and interviews etc as per instruction provided by the Institute Officials. Contractor must engage an additional team of minimum three Waiters & Manager who are able to speak in Hindi and English other than dining hall service staff for handling services of conferences meetings etc as per satisfaction of Institute Officials. The institute may require contractor for catering in-house events also without affecting regular operations. The contractor shall charge for the food provided to guests / drivers / others as per the rate contracted for per participant per day. The catering charges for seminars / Conferences / meetings / interviews etc may depend on the special menu finalized, if applicable. However the charges payable would be as per the VIP meal charges as decided by the Bank.
5. On request by the participants/guests for milk in addition to the daily menu items, it shall be served against a payment of Rs. 20/- per glass of 250 ml milk (fat content 4.5%). The Contractor has to recover the amount from the participant/guest.
6. Lunch to be provided, to the regular Institute staff members, if required, in the dining hall.
7. The Contractor would provide daily forenoon, afternoon and evening tea with biscuits/light snacks to the Institute staff and faculty at no additional cost. The Contractor shall also provide daily one set of Breakfast, Lunch and Dinner to one faculty or staff member free of cost as per the instruction of the Director.
8. Daily / Weekly menus will be prepared and submitted in advance for approval by the Institute. Various items of the menu will be changed frequently to provide variety and a uniform standard shall have to be maintained at all times.
9. The Caterer may be required to provide an additional dish in the breakfast/lunch/dinner as per the discretion of the 'Institute' for select duration and for identified specific programs for which the caterer shall be paid additional cost per participant. This amount shall be in addition to the price/cost quoted in the Price Bid.
10. The Contractor shall use seasonal and fresh vegetables of good quality. No frozen vegetables / mutton / poultry / fish should be used in preparation of meals / dishes.
11. The Food Committee/other Officials of the Institute will monitor the entire area of catering including cleanliness of the kitchen, dining hall, preparation of food, servicing quality and food quality etc and will give its advise / comments / suggestions through Authorized Officer, for any improvements required, to which Contractor shall be bound to comply with. The Director or any other officer of the Institute nominated by him shall be authorized to test the food / ingredients used by the Contractor in preparation of the food at any time on regular basis for which no charges shall be payable.
12. Good quality soap, detergent, steel wool / scrubber for cleaning of utensils shall be provided by the Contractor at his own cost.
13. Salt, Pepper, Roasted Jeera and Black Pepper should be placed on all tables in dining hall on each day in food grade containers. Adequate and quality supply of Saunf/ Mouth Fresheners / Paper Napkins to be ensured.
14. Items of food to be displayed at Menu Board to be written by canteen boy during breakfast, lunch and dinner time. Specified quality of soap, detergent, pesticides and other cleaning material should be used in the pantry and kitchen by the Contractor.
15. Contractor will use trash bags in the dustbins at his own cost.
16. Contractor has to deploy extra manpower during special / extra / additional programs / conference / meeting, or as and when required by the Institute.
17. Pest Control in Canteen Hall, Kitchen and Pantry to be done on weekly basis by the Contractor and report to be submitted to the Authorised Officer.

18. The Contractor shall ensure to keep freshly laundered towels in the wash rooms area of the dining hall after every meal.

Annexure-V**STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, 13 - MANIKBAGH ROAD Indore****List of Preferred Brands of Items to be used in Catering**

Sr	ITEM	BRAND (Any of the following listed)
1	Milk	Sanchi, Amul, Mother Dairy with minimum 4.5% fat Content.
2	Bread	Modern / Britannia / Top n Town / as approved by the catering committee of the institute
3	Butter	Amul / Britannia / Sanchi / as approved by the catering committee of the institute
4	Jam	Kissan / Maggi / Tops / as approved by the catering committee of the institute
5	Ketchup	Kissan / Maggi / Tops / as approved by the catering committee of the institute
6	Chilli Sauce	Kissan / Maggi / Ching / as approved by the catering committee of the institute
7	Tea/Tea Bags	Brook Bond Red Label /TajMahal/Twinings/Tetley/Tata Tea / as approved by the catering committee of the institute
8	Coffee	Nescafe/ Bru / as approved by the catering committee of the institute
9	Oil	Sunflower/Rice Bran/Mustard/Groundnut / Olive Oil / Canola of FSSAI Approved Brand / as approved by the catering committee of the institute
10	Ghee	Amul/ Mother Dairy/ Britannia/Everyday/ Sanchi / as approved by the catering committee of the institute
11	Rice	1 year or more aged Basmati Rice of FSSAI Approved Brand or as approved by the catering committee of the institute
12	Sugar	Good Quality Sulphur less Crystal Sugar / Sugar Cubes or as approved by the catering committee of the institute
13	Atta/Maida/Besan	Shakti Bhog/Ashirwad/Pilsbury/Annapurna/ Double Trishul / as approved by the catering committee of the institute
14	Pulses	FSSAI Marked Branded / as approved by the catering committee of the institute
15	Spices	MDH/Captain Cook/Everest/Catch/Badshah / Pushp / as approved by the catering committee of the institute
16	Fruits/Vegetables	Seasonal Fresh Good Quality.
17	Salad	Seasonal Green Fresh Vegetable as detailed under Daily Menu – Annexure-IV.

18	Ice Cream / Frozen Dessert	Kwality Walls/Amul/Top n Town/ as approved by the catering committee of the institute
19	Corn Flakes	Kellogg's / Mohan Meakins / as approved by the catering committee of the institute
20	Papad	Lijjat/Shri 420 or as approved by the catering committee of the institute
21	Pickle	Mother's /Bedekar/Nilon's / Tops / as approved by the catering committee of the institute
22	Salt	Tata, Annapurna, Nature Fresh or as approved by the catering committee of the institute
23	Chicken / Mutton	From Legally Operated Licensed Slaughter Houses
24	Paneer	Amul/ Sanchi or as approved by the catering committee of the institute (Natural and Fresh)
25	Soya	Soyabean Chunks / granules of Nestle or as approved by the catering committee of the institute
26	Dairy Whitener	Amul / Mother Dairy / Everyday / Nestle / as approved by the catering committee of the institute

The brands mentioned herein are the First Mandatory Choice. If other Equivalent Brands are to be used only after specific approval by the Institute. Failure to take prior approval for use of any other brand not mentioned herein above may attract penalty as per the penalty clause in the offer Document.

Care to be taken that the goods purchased / stored should be used **before expiry period** subject to random inspection and to the satisfaction of the Institute or otherwise penalty will be levied as per penal clause in Part-V of the Tender Document.

Annexure-VI

STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, 13 - MANIKBAGH ROAD Indore

Minimum Manpower Requirement Expected for Catering Services -

Description of Manpower	Nature of work	Minimum Number proposed	Timing *
Head Cook cum Supervisor (Skilled)	To Cook and Supervise Preparation of all Dishes and Eatables. For inspection & manage each & every part of the Catering portion.	2	
Cook (Semi-Skilled)	To Assist the Head Cook	1	
Helper (Un-skilled)	To Assist the Head Cook, Cook and Other Canteen Staff in Cooking and Other Matters.	1	
Waiters (Un-skilled)	To Provide Catering / Cleaning Services in Dinning Hall.	4	
Helper (Un-skilled)	Washing of Utensils	2	
Total		10	

* Timing for carrying out work pertaining to the above noted services shall be as advised from time to time by the Authorized Officer.

The Bidder shall designate Mess Supervisors or Mess Managers at the premises. A competent person with minimum of three 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 SBILD

Annexure VII

DRAFT ARTICLES OF AGREEMENT

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

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

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

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

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

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

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

pg. 77contractors signature and seal

- a) This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms hereinafter contained.
- b) In consideration of the Contract Amount (as per attached price schedule accepted and approved by the SBILD INDORE. to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon and described in the said Specifications and the priced Schedule of Quantities.
- c) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions as per accepted Tender, covering the cost of manpower, materials etc. for efficient rendering of the maintenance services. Such sums/dues shall be payable on monthly basis subject to submission of bill / invoice. The specified materials / fittings/ fixtures not covered within the scope of work, shall be arranged by the contractor and actual cost thereof shall be reimbursed by the Bank at prevailing market Rates or any approved rates of the Bank subject to production of GST paid Invoice/Bills duly authenticated by the Officer/Engineer-in-Charge of SBI. The contractor has to take necessary approval of rates, make and model of various maintenance material / items from the SBILD Indore prior to its use in the work and Official payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily, including use of material, if any, subject to statutory deductions.
- d) The above charges do not include Goods & Service Tax, but inclusive of all other taxes/duties/levies, whether existing or levied in future by the Central Government or the State Government or any local authority.
- e) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

B. SERVICES TO BE RENDERED BY THE CONTRACTOR:

The contractor shall:

- i. Ensure submission of police verification certificates for all the personnel deployed in the Bank's premises.
- ii. Ensure that he deploys trained and competent persons who are physically fit (i.e. between age 18 year to 50 years for workmen and up to age of 55 year for supervisor) and are not suffering from any chronic or contagious diseases for carrying out the works.
- iii. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank / employer under the agreement.
- iv. The Contractor shall ensure timely payment of wages/salary to the persons employed by him directly in their Bank accounts or through account payee cheques and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Employer every month. Further, the Contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contract Labour (Regulation and Abolition) Act, 1970, are complied with, by him.

[pg. 78contractors signature and seal](#)

- v. Ensure that all persons employed by him, for the purpose of rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be solely responsible for any injury or damages to any persons, animals or any other things.
- vi. Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behaviour and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- vii. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- viii. Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.
- ix. Be liable for any damages/losses caused to the Bank by way of damages to the Bank's premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- x. Supply and install biometric access attendance system in each colony/office and provide identity cards to his / her employees or agents who shall be doing the subject job at the Bank's premises at their own cost. All the employees and agents should bear the identity card at all times, while they are working in the Bank's premises.
- xi. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement that they are employees of the Contractor and that they shall have no claim against the Employer and the Employer shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions. xii. The Contractor shall obtain license, if any, required under the Madhya Pradesh State Government Law or Central Government Law as applicable in case of the services covered under this contract.
- xiii. Wherever warranted, as per the Scope of work, the Contractor shall provide skilled workmen staff having appropriate and valid licenses.
- xiv. All staff deployed by the contractor in the Banks' premises shall be provided with uniform bearing Company's badge and safety shoes / footwear etc., once in a year.

C. TERMINATION OF AGREEMENT:

- (a) SBILD 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) Without prejudice to what is contained hereinabove, the SBILD INDORE shall, at its sole and absolute discretion, be entitled to terminate this agreement immediately by written notice without assigning any reason(s) and without payment of any compensation, if:

- (i) In the opinion of the SBILD INDORE (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
 - (ii) The contractor commits a breach of any terms and conditions of this agreement and /or
 - (iii) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
 - (iv) There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation.
 - (v) If any receiver/ liquidator is appointed in connection with the business of contractor or contractor transfers substantial assets in favour of its creditors or any orders/directions are issued by any authority/regulator which has the effect of suspension of the business of the contractor.
 - (vi) If Contractor applies to the court or passes a resolution of the voluntary winding up of or any other creditor/ person files a petition for winding up or dissolution of contractor.
 - (vii) If any acts of commission or omission on the part of the contractor or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the bank tantamount to fraud or prejudicial to the interest of the society or its employee(s).
 - (viii) Any document, information, data or statement submitted by the contractor in response to tender, based on which the service provider was considered eligible or successful, is found to be false, incorrect or misleading.
 - (ix) The Bank may, at any time, terminate the contract by giving written notice to the selected contractor, if the selected agency becomes bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the selected agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.
 - (x) The Contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in the organization being debarred from participating in any other tender of the Bank.
 - (xi) For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement.
 - (xii) If any charge sheet is filed against the agency/company or the contractor is convicted by a criminal court on the grounds of moral turpitude.
 - (xiii) If the contract is terminated under any termination clause, the Contractor shall handover all documents/executable/Society's data or any other relevant information to the bank in timely manner and in proper format as per scope of the Tender (which forms the part and parcel of this Agreement) and shall also support the orderly transition to another vendor or to the Bank.
 - (xiv) The Bank's right to terminate the services will be in addition to the penalties/liquidated damages and other actions as deemed fit.
- (c) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise and the Bank shall be at liberty to rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

D. STAMP DUTY:

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

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

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

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

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

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

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

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

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

M. The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the contractor.

N. The personnel of the Contractor shall not be the employees of the SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract from the SBI. The Contractor's workmen will not have any right whatsoever to get absorbed in the State Bank of India.

O. The Contractor shall bind himself and shall indemnify and hold the Institute harmless, in respect of this contract, including all claims, damages proceedings, Costs, charges and or any expenses whatsoever which may be imposed, enforced or brought against the Institute or any of its Officers or employees for reasons of or consequent upon any breach or default on the part of contract or in respect of violation of any of the provisions of Law/ Act/ Rules or Regulations having the force of Law or under any Award or decision by any competent Tribunal, Court or Authority in respect of the workmen or any one employed engaged by the Contractor in connection with this contract. This indemnity shall survive even after termination of the contract.

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

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

R. The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

S. The terms and conditions provided under "Tender for providing catering services at State Bank Institute of Learning & Development, Sultania Road, Indore " dated _____ shall form part and parcel of this Agreement and should be read alongwith this agreement. The same is annexed herein as Annexure_____.

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

T. The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

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

Signed and delivered by SBILD, Indore.
(Name and Designation)

In the presence of:

Witnesses:

1. _____ Address:

2. _____ Address:

SIGNED AND DELIVERED BY

The Contractor by the hand of

Shri _____

And duly constituted attorney.

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

(Name and Designation)

In the presence of:

Witnesses:

1. _____ Address:

2. _____ Address:

Witnesses:

THE COMMON SEAL OF _____

[pg. 83contractors signature and seal](#)

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ in the presence of

Witness (1)

Address:

(2) Address:

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

Annexure-12

LETTER OF DECLARATION

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

The Director

State Bank Institute of Learning and Development

13 - MANIKBAGH ROAD Indore

PROVIDING TENDER FOR PROVIDING CATERING SERVICES AT STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, 13 - MANIKBAGH ROAD Indore

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 and instruction in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

(a)	Description of works	Providing Catering Services at SBILD, 13 - MANIKBAGH ROAD Indore.
(b)	Earnest Money Deposit	Rs.1,00,000.00 (Rupees One Lacs only)
(c)	Validity of Contract	For an initial period of one year from the date of commencement of work subject to renewal of two similar terms after expiry of initial period subjected to satisfactory performance.

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

3. I/we have deposited Demand Draft for a sum of Rs.1,00,000.00 (Rupees One Lacs only)as Earnest Money Deposit with SBI/SBILD 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/SBILD.

4. We understand that as per terms of this tender, the SBILD INDORE may consider accepting our tender in part or whole or may entrust the work of housekeeping for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank / SBILD INDORE, 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

[pg. 85contractors signature and seal](#)

the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in clause 47 of Terms & Conditions of this tender.

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

6. 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 SBILD, Indore shall be subject to the random/periodic inspections/verification by the SBILD/SBILD INDORE officials. In case of any deviation, we, hereby, authorize SBI/SBILD INDORE to recover penalty ranging from 5% to 10% on the fortnightly 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/SBILD INDORE 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 SBILD INDORE, 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

Annexure-14

DRAFT INDEMNITY BOND FORMAT

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

THIS DEED OF INDEMNITY BOND executed at Indore on this day _____ day of _____

Month of year two thousand and nineteen by M/s _____ duly

Represented by the proprietor / one of its partner Shri _____ aged

_____ years, son of Shri _____ residing at

_____ **(hereinafter referred to as "the Contractor")**

In favour of State Bank Institute of Learning & Development, Raipur (SBILD).

Whereas SBILD RAIPUR on behalf of State Bank of India has invited open bid tenders from the contractors for providing Integrated Facility Management Services at situated at

The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by State Bank Institute of Learning & Development, Raipur (SBILD) their letter.....

And whereas as per tender documents, the Contractor has to enter into a Contract Agreement with State Bank Institute of Learning & Development, Raipur I (SBILD) and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with State Bank Institute of Learning & Development, Indore (SBILD) on _____ (hereinafter referred to as "the Contract").

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

Further, Contactor hereby indemnifies and keep State Bank Institute of Learning & Development, Indore (SBILD) 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

Tentative Format for Price Bid

TENDER FOR PROVIDING CATERING SERVICES AT STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, INDORE

Providing Tea, Snacks, Lunch & Dinner at SBILD, Indore

PRICE SCHEDULE 1

Format for Price Bid

TENDER FOR PROVIDING CATERING SERVICES AT STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, INDORE

PRICE BID

SUMMARY OF TOTAL COST

SL.NO	DESCRIPTION	REFERENCE	AMOUNT
1	Cost for Providing Tea, Snacks, Lunch & Dinner	Price Schedule-1	
2	Cost of Manpower	Price Schedule-2	
3	Charges Towards Uniform, Shoes, Seasonal Outfit, Apron, Hand gloves, Training, etc. and Contractors Profit	Price Schedule-3	
A	Total Annual Charges (In Figure) Sub Total	(A)= 1 + 2 + 3	

Annexure "A"

TENDER FOR PROVIDING CATERING SERVICES AT STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, INDORE

Providing Tea, Snacks, Lunch & Dinner at SBILD, Indore

PRICE SCHEDULE 1 (for one month)

SL.No	DESCRIPTION	QTY	UNIT	RATE in Rs.	TOTAL For 30 days (Rs)
A	B	C	D	E	F
					$F = (C) \times (E) \times 30$
1	Morning Tee / Coffee	90	CUP		
2	Break Fast	90	Plate		
3	Forenoon Tea / Coffee with Biscuits	90	CUP		
4	Afternoon Tea / Coffee with Biscuits	90	CUP		
5	Evening Tea Coffee	90	CUP		
6	Evening Snacks	90	Plate		
7	Lunch	90	Plate		
8	Dinner	90	Plate		
TOTAL					

Annexure "B"

TENDER FOR PROVIDING CATERING SERVICES AT STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT,												
MANPOWER COST: PRICE SCHEDULE 2												
(for one month)												
Sl.No	Category	Type	Manpower Required	Min. Wages Per Worker Per Day Considered As Per Latest Circular of Central Government for Minimum Wages Act (Copy to be attached)			Statuary Components			Total Min. Wages Per Manpower Per Day Prevailing as on	Total Minimum Wages PerDay Quoted bythe Vendor including other statutory obligation	Total Monthly Wages in (RS.) considering 26 working days
a)	b)	c)	d)	e)	f)	g)	h)	i)	j)	k) = g+h+i)	l) value should not be quoted	m)=d) X l) X 26 days
1	Head Cook/ Supervisor	Skilled	1+1									
2	Cook	Semi-Skilled	1									
3	Waiter / Helper	Un Skilled	7									
TOTAL			10									
#	As per the Government of India , Ministry of Labour & Employment, Office of the Chief Labour Commissioner ©, New Delhi. Latest order											

Annexure "C"

**TENDER FOR PROVIDING CATERING SERVICES AT STATE BANK INSTITUTE OF
LEARNING AND DEVELOPMENT, INDORE**

**COST OF UNIFORM AND PROFIT &
SUPERVISION CHARGES PRICE SCHEDULE 3**

(for one month)

Sl.No	Description	Qty	Unit	Rate	Amount
1)	2)	3)	4)	5)	(6) = (3) X (5)
1.	Charges Towards Uniform, Shoes, Seasonal Outfit, Apron, Hand gloves and periodical Training etc.	12 months	Per Month		
2.	Contractor's Profit and Supervision Charges	12 months	Per Month (5%)		
TOTAL					